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.

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

Detective Herbert R. Sullivan - August 18, 1980

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

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. Approving the FY 2017/18 Annual Action Plan ("Plan"); authorizing the Mayor or his designee to submit the Plan to the U.S. Department of Housing and Urban Development and to execute all documents and contracts necessary for implementation of the Plan.

2. 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)
E. Reports

1. Quarterly Police Report - (Oral) (Chief Holloway)

2. Approving $75,000 in funding to support the Florida Solar United Neighborhoods Program, which promotes cooperative installation of renewable energy in St. Petersburg; approving $300,000 in funding to support the Solar and Energy Loan Fund (“SELF”) program, which provides underserved communities with financing options for energy conservation and efficiency, renewable energy, wind-hazard mitigation, water quality, and other resiliency features; approving a supplemental appropriation from remaining BP Settlement Funds to provide such funding; requesting City staff negotiate and prepare agreements to provide such funding; requesting City staff to assist SELF in identifying an appropriate facility for use as an office and, if such facility is owned by the City, requesting City staff negotiate and prepare an agreement for occupancy and use of that facility by SELF.

3. A resolution authorizing the Mayor or his designee to execute a supplemental appropriation in the amount of $1 million from the unappropriated balance of the Intown West Tax Increment District Fund (1107) for transfer to the General Capital Improvement Fund (3001) to the EDGE District Improvements project (16704) for the completion of EDGE District improvement projects.

4. Port Update - (Oral)

   (a) A Resolution supporting bringing the National Oceanic and Atmospheric Administration's Southeast Fisheries Science Center to the City of St. Petersburg.

5. Approving the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area; Superseding Resolution 2017-260.

6. Sewer Report

   (a) Awarding an agreement to CH2M Hill Engineers, Inc. for Phase I of the Stormwater Management Master Plan Update at a total contract amount of $265,579.19. (Engineering Project Number 17037-110; Oracle Project Number 15775).

   (b) Approving Amendment No. 1 to Task Order No. 16-01-GS/W between the City of St. Petersburg, Florida (“City”) and Grissom Smith, LLC (“A/E” Agreement) to furnish professional engineering services for the Northeast Water Reclamation Facility (NEWRF) Aeration Blower Replacement project in an amount not to exceed $61,581.00, for a total contract amount not to exceed of $121,848.00 (Engineering Project No. 17075-111; Oracle No. 15925); approving a supplemental appropriation in the amount of $43,848 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF NE Blowers FY17 Project (15925); and authorizing the Mayor or his designee to execute Amendment No. 1.

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

Setting August 24, 2017 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance adopting Amendments to the Intown Redevelopment Plan (IRP) to delete the reference to the “Mixed Use Transportation Facility” in Table 2 and reallocate its $14 million in allowable project costs that can be funded by tax increment financing (TIF) to
“Enhancements to the Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District” as well as to the “Downtown Transportation and Parking Improvements” project; establish a $190.98-million ceiling for total tax increment financing contributions needed to complete the IRP program for the projects identified in Table 2; and allow for discussions between the City of St. Petersburg and Pinellas County on future projects in the Intown Redevelopment Area and enable certain amendments to the IRP Interlocal Agreement to modify the terms for use of IRP TIF revenues if mutually agreed upon.

2. [SETTING AUGUST 10, 2017 AS THE PUBLIC HEARING DATE FOR THE FOLLOWING ORDINANCE:] Ordinance making findings; placing a referendum on the ballot of the municipal general election scheduled for November 7, 2017, regarding an amendment of section 4.05 of the City Charter to provide for additional Council Member comments on the creation of new management or professional non-management positions and on the appointment or removal of city council office staff, as well as updated language to clarify the intent of this section; providing that such amendment will become effective only if the referendum is approved by a majority vote and the revised charter is filed, with the Department of State; and providing a ballot title and summary for the referendum.

3. [SETTING AUGUST 10, 2017 AS THE PUBLIC HEARING DATE FOR THE FOLLOWING ORDINANCE:] Ordinance making findings; placing a referendum on the ballot of the municipal general election scheduled for November 7, 2017, regarding an agreement, with a term not exceeding 20 years and under certain conditions, for a portion of Walter Fuller Park to be used for the primary purposes of baseball, other sports, and related activities; authorizing the City Council to approve such an agreement following approval of the referendum by a majority vote; and providing a ballot title and summary for the referendum.

4. [SETTING AUGUST 10, 2017 AS THE PUBLIC HEARING DATE FOR THE FOLLOWING ORDINANCE:] Ordinance making findings; placing a referendum on the ballot of the municipal general election scheduled for November 7, 2017, regarding the partial release, subject to certain conditions, of the recreation open space restrictive covenant on the portions of the Edgewater Interior Parcel and the Baywood Park Interior Parcel, west of the eastern 200 feet of said parcels, these parcels being adjacent to the Vinoy Renaissance St. Petersburg Resort and being generally located westerly of Bayshore Drive between Seventh and extended Sixth Avenue N.E.; authorizing the Mayor to execute such instruments as are necessary to effect such a partial release following approval of the referendum by a majority vote; and providing a ballot title and summary for the referendum.

5. [SETTING AUGUST 10, 2017 AS THE PUBLIC HEARING DATE FOR THE FOLLOWING ORDINANCE:] Ordinance providing for the order in which the referendum items are to be placed on the ballot in the election to be held on November 7, 2017; and providing for findings.

G. New Business

1. Referring to the Public Services & Infrastructure Committee a discussion regarding the possibility of enacting an ordinance stating that all new bike lanes must be protected bike lanes. (Councilmember Kornell)
2. Referring to the Legislative Affairs and Intergovernmental Relations Committee to consider contacting the Florida Legislature regarding their decision to defund the Joint Center. (Councilmember Kennedy)

H. Council Committee and Intergovernmental Reports

1. Land Use & Transportation
   (a) Forward Pinellas
   (b) Tampa Bay Transportation Management Area (TBTMA) (Councilmember Kennedy)
   (c) MPO Action Committee
   (d) PSTA - (Chair Rice)
   (e) Tampa Bay Area Regional Transportation Authority (TBARTA) - (Chair Rice)
2. Public Arts Commission - (Oral) (Councilmember Kornell)
3. Tampa Bay Regional Planning Council - (Oral) (Chair Rice)
4. Budget, Finance & Taxation Committee (7/20/17)
   (a) Approving the recommendation of the Budget, Finance and Taxation Committee to add the City Trails Shade Tree Planting Program Project to the Weeki Wachee project list.
   (b) Approving the recommendation of the Budget, Finance and Taxation Committee to add The Booker Creek Park Project to the Weeki Wachee project list.
   (c) Ordinance amending Chapter 2, Article v, Division 4 of the St. Petersburg City Code relating to participation requirements for Small Business Enterprises; providing for annual city wide goals for Small Business Enterprise participation; providing for corrective action and penalties; providing for citizen membership on the Small Business Enterprise Committee; requiring quarterly updates to City Council regarding the awarding of contracts to Small Business Enterprises.
5. Public Services & Infrastructure Committee (7/20/17)
6. Youth Services Committee (7/20/17)
   (a) Approving a transfer in the amount of $30,000 from the balance of the General Fund (0001) to Mayor's Office, Schools and Grant Division (0201253) to provide funding for the implementation of Ms. Kendra's List into St. Petersburg schools and recreation centers.
7. Committee of the Whole: Proposed Charter Amendment Section 4.05; Walter Fuller Referendum/Proposed Ordinance; Vinoy Referendum/Proposed Ordinance (7/20/17)
8. Budget, Finance & Taxation Committee (7/27/17)
   (a) Approving the recommendation of the Budget, Finance and Taxation Committee to request administration to draft a plan to raise reclaimed water rates over a period of three years to fully recover the cost of the reclaimed water system.
9. Public Services & Infrastructure Committee (7/27/17)

10. Housing Services Committee (7/27/17)

11. Co-Sponsored Events Committee (7/27/17)

(a) A resolution in accordance with City Code Section 21-38(d) exempting 97x BBQ (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.

(b) A resolution approving events for co-sponsorship in name only by the City for Fiscal Year 2018; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Festivals of Speed, L.L.C., Live Nation Worldwide, Inc., and Cox Radio, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(c) A resolution approving an event for co-sponsorship in name only by the City for FY2017; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored event to be presented by Good With Me, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(d) A resolution waiving the six month requirement of Section “D” of Resolution No. 2000-562, and payment of the waiver fee required by City Council Resolution No. 2009-353 as to Good With Me, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

12. Energy, Natural Resources & Sustainability Committee (7/27/17)

13. Tampa Bay Water - (Oral) (Councilmember Nurse)

I. Legal

J. Open Forum

K. Adjournment
1. City Council Convenes as Community Redevelopment Agency.

2. **Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the 278,874 square foot, 24-story mixed-use building with 203 dwelling units and 13,887 square feet of commercial space, located at 334 2nd Avenue South, consistent with the Intown Redevelopment Plan. (City File IRP 17-2a)**

3. **Resolution of the St. Petersburg Community Redevelopment Agency (CRA) recommending City Council approve a $1 million appropriation from the Intown West Tax Increment Fund to complete improvement projects in the EDGE District.**

4. Adjournment of Community Redevelopment Agency.
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.
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. Accepting a bid from Trias Construction LLC for the Frank Pierce Center Renovations Project, in an amount not to exceed $427,300.00; rescinding unencumbered appropriations in the amount of $46,000 from the Recreation Center Improvements FY16 Project (15095) and $39,000 from the Recreation Center Improvements FY17 Project (15614) both in the Recreation and Culture Capital Improvement Fund (3029); approving a supplemental appropriation in the amount of $85,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from these rescissions to the Frank Pierce Center Reno/Imps. Project (Engineering Project No. 16201-017; Oracle Project No. 15094); and providing an effective date.

2. Accepting a proposal from Greenfields Outdoor Fitness, Inc., a sole source supplier, for outdoor exercise equipment for the Parks and Recreation Department at a total cost of $298,325.

3. Accepting a proposal from the Florida Department of Management Services, a sole source supplier, for communications services through the State’s CentraNet (CNET) SUNCOM program, for the Department of Technology Services at a total contract amount of $130,000.

4. Awarding a contract to Tampa Bay Marine, Inc. in the amount of $116,750 for the Municipal Marina – North Dock House Beam Repair. (Engineering Project Number 17065-119; Oracle Number 15619).

5. Approving a cost-plus-fixed-fee agreement between the City of St. Petersburg, Florida (“City”) and Air Mechanical & Service Corp. ("AMSCO"), for construction management services for the upgrade and replacement of Heating Ventilating & Air-Conditioning (HVAC) equipment for City Hall; approving supplemental appropriations in the amount of $48,426 from the unappropriated balance of the General Capital Improvement Fund (3001) and in the amount of $28,019 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) to the MOB Repairs and Improvement Project (Engineering Project No. 16229-119; Oracle No. 14607) to provide the funding necessary for this agreement and other project related costs such as engineering services, contingency and other soft costs; authorizing the City Attorney to make non-substantive changes to the construction management agreement; authorizing the Mayor, or his designee to execute the agreement; authorizing payment to AMSCO in an amount not to exceed $33,911 for the preconstruction phase services; and providing an effective date.
6. Authorizing the Mayor, or his designee, to execute a License Agreement with NexGen Venture Partners, LLC, a Florida limited liability company, for an initial term of one (1) year, with annual renewal options of four (4), 1-year terms, for the use of certain space located on the rooftop of the City-owned Municipal Services Center located at One Fourth Street North, St. Petersburg.

7. Authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida Board of Trustees ("USF"), a public body corporate, to utilize certain City-owned submerged lands in Bayboro Harbor, described herein, to operate the USF College of Marine Science Moorage for a term of five (5) years at a rental rate of $10.00 for the term.

8. Authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Marine Science to utilize an approximately 100 square foot area in Campbell Park on the bank of Booker Creek, described herein, for the operation of a weather and water monitoring station, for a term of three (3) years, at an aggregate rent of $36.00 for the term. (Requires affirmative vote of at least six (6) members of City Council.)

9. A resolution approving the plat of Times Publishing Plaza, generally located northeast of the intersection of 13th Avenue North and US Highway 19 North (34th Street North); setting forth conditions for approval; and providing an effective date. (City File: 16-20000006)

(Miscellaneous)

10. Approving an agreement with the Pinellas County Supervisor of Elections for support services for the Municipal General Election to be held November 7, 2017; approving a supplemental appropriation in the amount of $21,869.12 from the unappropriated balance of the General Fund.

11. Authorizing the Mayor or his designee to execute a two-year Extension of the Fire Protection Services Agreement with Pinellas County for the provision of fire protection and suppression services to the Gandy Fire District.

12. Confirming the appointment of Jennifer French as a regular member to the Committee to Advocate for Persons with Impairments to serve an unexpired three-year term ending December 31, 2017.
Note: An abbreviated listing of upcoming City Council meetings.

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

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

**Housing Services**  
*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*

**Energy, Natural Resources & Sustainability Committee**  
*Thursday, July 27, 2017, 3:30 p.m., Room 100*

**Committee of the Whole: Bio-Solids to Energy Project; Wastewater Improvement Plan**  
*Thursday, August 10, 2017, 9:00 a.m., Room 100*

**City Council Meeting**  
*Thursday, August 10, 2017, 3:00 p.m., Council Chamber*
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 Apponent, 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.
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution approving the FY 2017/18 Annual Action Plan ("Plan"); authorizing the Mayor or his designee to submit the Plan to the U.S. Department of Housing and Urban Development and to execute all documents and contracts necessary for implementation of the Plan; and providing an effective date.

EXPLANATION: Each year the City receives Federal grant funds (Community Development Block Grant ("CDBG"), HOME Investment Partnership Program ("HOME") and Emergency Solutions Grant ("ESG")) from the U.S. Department of Housing and Urban Development ("HUD") and State revenue from a property transfer tax (State Housing Initiatives Partnership ("SHIP") for the purpose of assisting with housing and community development activities which primarily benefit low- and moderate-income persons. Together with the City’s Housing Capital Fund ("HCIP"), they fund what is known as the Consolidated Plan. The Consolidated Plan is prepared every five years and provides a blueprint for how the City will address its housing and community development needs over a five year period. The City then prepares an Annual Action Plan and budget each year, which details how the annual allocations will be used to implement the five-year Consolidated Plan.

Attached please find copies of the Annual Action Plan and related documents for FY 2017/18. The Priority Needs proposed for the five-year period and one-year Plan are as follows:

- Produce new and/or preserve affordable housing for low- to moderate-income owner and renter households, including special needs populations.
- Provide homeless prevention, housing and supportive services.
- Support public service operations or programs for low- and moderate-income persons, including homeless and special needs populations.
- Provide support of public facilities and infrastructure improvements serving low- and moderate-income persons in low- and moderate-income areas, including the homeless and special needs populations.
- Provide economic development opportunities for low- and moderate-income persons.
- Provide and enhance fair housing and equal opportunity in serving city residents.
- Support planning and administration of housing and community development activities.

In formulating the FY 2017/18 Annual Action Plan, application workshops were held for community agencies. Applications submitted by non-profits were evaluated by the Consolidated Plan Ad Hoc Application Review Committee. Recommended projects and City-initiated projects comprise the Plan attached.
A notice of the availability of the draft Annual Plan for review was published on June 23, 2017.

City Council must hold a public hearing prior to taking action on the attached resolution.

**RECOMMENDATION:** The Administration recommends approval of the attached resolution approving the FY 2017/18 Annual Action Plan ("Plan"); authorizing the Mayor or his designee to submit the Plan to the U.S. Department of Housing and Urban Development and to execute all documents and contracts necessary for implementation of the Plan; and providing an effective date.

**Attachments:** FY 2017/18 Annual Action Plan
  FY 2017/18 Budget
  Meeting Minutes of the Consolidated Plan Ad Hoc Application Review Committee
  Public Notice Announcing Proposed Projects and Allocations
Resolution No. 2017 - ___

A RESOLUTION APPROVING THE FY 2017/18 ANNUAL ACTION PLAN ("PLAN"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL DOCUMENTS AND CONTRACTS NECESSARY FOR IMPLEMENTATION OF THE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an Annual Action Plan ("Plan") for the use of FY 2017/18 funding available from the U.S. Department of Housing and Urban Development has been prepared; and

WHEREAS, said Plan was issued for comment for a thirty day period; and

WHEREAS, the thirty-day comment period has expired and comments have been reviewed and considered; and

WHEREAS, a public hearing on the Plan was held on August 3, 2017.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the FY 2017/18 Annual Action Plan ("Plan") is approved and the Mayor or his designee is authorized to submit the Plan to the U.S. Department of Housing and Urban Development and to execute all documents and contracts necessary for implementation of the Plan.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ___________________________ Administration: ___________________________

Director, Housing and Community Development

Legal: 00330783.doc V. 1
City of St. Petersburg
Rick Kriseman, Mayor

FY 2017/18 Annual Action Plan

August 3, 2017

City of St. Petersburg
Housing and Community Development
One 4th Street North, 3rd Floor
P.O. Box 2842
St. Petersburg, Florida 33731-2842
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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan is designed to help states and local governments to assess their affordable housing, community development, economic development, and public service needs, and to make data-driven, place-based investment decisions to address those needs. The Consolidated Plan is implemented through Annual Action Plans, which provide a descriptive summary of actions, activities, and the specific federal and non-federal resources that will be utilized each year to address the priority needs and specific goals and objectives identified in the Consolidated Plan.

The process utilized to develop the City of St. Petersburg (City) Annual Action Plan involved public engagement among the citizens of the city, representatives of local government and non-profit agencies engaged in providing affordable housing and public services.

A Needs Assessment consisted of a public forum held on January 17, 2017 at the Enoch Davis Center, an application workshop held on February 8, 2017 at the Jett Jackson Community Center to solicit input of citizens, public service agencies, and social service organizations on the FY 2017/18 Annual Action Plan. A public notice of the meetings was published in the Tampa Bay Times on December 30, 2016. In addition, a review of applications received and projects/applications recommended for funding was conducted by the Consolidated Plan Review Committee at City Hall on May 19, 2017. This was followed by a meeting to request the Budget, Finance and Taxation Committee (BFT) of City Council to authorize publication of the Annual Action Plan with a public hearing to follow on August 3, 2017.

A notice to the public advising of the availability of a draft Annual Action Plan for inspection was published in the Tampa Bay Times on June 23, 2017. The draft Annual Action Plan for FY 2017/18 was made available at the Housing and Community Development Department, placed in the City’s public libraries, and posted on the City’s website to provide the public an opportunity to review the recommendations of the Consolidated Plan Review Committee and to comment.

The public hearing will be held on August 3, 2017, where members of the public will be provided the opportunity to comment on the Annual Action Plan. The public may also comment by submitting their comments in writing via mail or email to Housing and Community Development.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.
The City has designated objectives for services as follows:

- Affordable Housing - Owner
- Affordable Housing - New Construction
- Affordable Housing - Homebuyer
- Affordable Housing - Rental Production
- Affordable Housing - Rental Preservation
- Homelessness Prevention/Rapid Re-Housing
- Tenant Based Rental Assistance
- Public Facility Improvements – Housing
- Public Services – Housing
- Community and Economic Development Opportunities
- Homebuyer Education/Financial Fitness
- Program Delivery Costs
- General Administration and Oversight
- CHDO Operating
- Section 108 Loan Repayment
- Public Facility Improvements – Non-Housing
- Public Services – Non-Housing
- Fair Housing Education
- CHDO Projects

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Housing Programs

The City’s Housing Rehabilitation Program is a useful tool to preserve affordable housing. The financial benefit to eligible customers is strengthened by the convenience with which a customer may complete an application for assistance and be successful with achieving the final result of securing a loan as opposed to visiting a lender and being disappointed in not meeting their requirements.

The City’s Purchase Assistance First-time Homebuyer program educates the public on the home purchase process, credit counseling, post purchase counseling, and Fair Housing requirements. The program provides down payment and closing cost assistance to eligible home buyers. The City uses State Housing Initiatives Partnership (SHIP) and HOME Investment Partnership (HOME) funding to subsidize the purchase of single-family homes to increase housing opportunities. The City has partnered with non-profit developers to purchase, rehabilitate and sell foreclosed, or build newly constructed homes for low and moderate income home buyers.

Public Services
The City has performance based Agreements with subrecipients of CDBG and HOME funded programs. Subrecipients are reimbursed based upon compliance with the agreed upon outcomes in their Agreement. In addition, subrecipients complete outcome measurement tables as part of the application process and are monitored based upon accomplishments listed in their application which are included in the Agreement. The public services promised to be provided by our subrecipients have successfully met aggregate requirements and satisfied outcomes pledged in the Consolidated Plan and Annual Action Plans.

**Public Facilities and Improvements**

The City utilizes CDBG funding to implement the reconstruction or rehabilitation of facilities that provide services to the City’s low and moderate-income clients. Additionally, funding from CDBG is used to implement street resurfacing, and sidewalk repair and replacement in the City’s low- and moderate-income census tracts and block groups. Water and sewer hookup lines are also replaced for existing homeowners who are income eligible and have applied to the City for assistance to replace their water and sewer lines.

**Economic Development**

The City implements its economic development projects through its Economic Development Department. The City is currently repaying a bond issue that satisfied its Section 108 Loan and is working with the Economic Development Department to ensure that jobs proposed to be provided are achieved.

A more detailed summary of actual past performance is provided in each Consolidated Annual Performance and Evaluation Report (CAPER) that is provided to HUD within 90 days after the close-out of each fiscal year.

4. **Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

In compliance with the City’s Citizen Participation Plan, the City is to ensure that citizens, public agencies, and other interested parties are provided with appropriate notice and comment on programs and activities covered by the Annual Action Plan, substantial amendments, and reporting on performance. Copies of the proposed and adopted Annual Action Plan along with any support documentation are advertised in the Tampa Bay Times for a period of a minimum of 30 days prior to a public hearing. The documents are also made available at the front desk of the City’s Housing and Community Development administration office, on the City’s website, and is placed in each of the City’s libraries for public viewing.

The City has empaneled four (4) City Councilmembers and five (5) private citizens who are appointed by the Mayor to review applications received for funding with Consolidated Plan and Annual Action Plan funding. The Consolidated Plan Review Committee reviews the applications after staff of the Housing and Community Development Department determine that they are eligible and meets a national
objective. The recommended agencies/subrecipients are submitted to the Budget, Finance and Taxation Committee (a Committee of City Councilmembers) to authorize publication in a newspaper of general circulation, after a 30 day advertisement period is presented to City Council at a public hearing for approval.

Prior to submission of its adopted Annual Action Plan to HUD, the City makes the plan available to private citizens, units of local governments, public and private agencies, and other interested parties information that is contained in the Annual Action Plan. The information at a minimum must include the amount of assistance that is proposed to fund programs, an estimate of the amount of assistance that will benefit persons who are very-low and low-income, and plans to minimize displacement of persons and resources available to persons who may be displaced.

The Housing and Community Development Department is the major liaison of the of community contact and citizen participation.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comment deadline is July 24, 2017. No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Public comment deadline is July 24, 2017. No comments were received.

7. Summary
PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<table>
<thead>
<tr>
<th>Agency Role</th>
<th>Name</th>
<th>Department/Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG Administrator</td>
<td>ST. PETERSBURG</td>
<td>Housing and Community Development Department</td>
</tr>
<tr>
<td>HOPWA Administrator</td>
<td>ST. PETERSBURG</td>
<td>N/A</td>
</tr>
<tr>
<td>HOME Administrator</td>
<td>ST. PETERSBURG</td>
<td>Housing and Community Development Department</td>
</tr>
<tr>
<td>ESG Administrator</td>
<td>ST. PETERSBURG</td>
<td>Housing and Community Development Department</td>
</tr>
</tbody>
</table>

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information
1. Introduction

The City is located at the southern-most area of Pinellas County, Florida and provides information and a copy of its Consolidated Plan and Annual Action Plan to the County. In addition to the County, the City consults with subrecipient agencies that provide services to its low and moderate-income clientele, the St. Petersburg Housing Authority, the City’s N-Team (who install ramps for disabled households), and with the Codes Compliance Assistance Department who may site households for code violations and recommends that they contact the Housing and Community Development Department to determine if they are eligible to receive assistance to correct their code violations.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Tampa has administrative authority over the HOPWA grant allocations. In its role as lead agency, the City of Tampa works in cooperation with partners in the Continuum of Care institutional delivery system in Hillsborough County and Pinellas County.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Homeless Leadership Board applies for and the City supports its application for funding submitted to HUD for funding the CoC. In addition, the City coordinates its assistance to extremely low income households with its rapid re-housing and homeless assistance program funded with ESG. The City also provides State Housing Initiatives Partnership (SHIP) funding to rapidly re-house the homeless. In addition, the City has an agreement with Catholic Charities to provide homeless prevention to income eligible persons/households.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City’s Housing and Community Development Department has a Housing Development Coordinator who meets with the Continuum quarterly to discuss programmatic and policy issues on how to deliver services of persons served by the CoC. In addition, the CoC and City works on ways in which the City’s ESG funding can be effectively expended. The City, County and CoC have collectively developed a Request for Proposal (RFP) to pool ESG funds to rapidly re-house the homeless.
The CoC approved the Coordinated Entry System policies and procedures on September 9, 2016.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities.
<table>
<thead>
<tr>
<th>#</th>
<th>Agency/Group/Organization</th>
<th>PINELLAS COUNTY HOMELESS LEADERSHIP BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Agency/Group/Organization Type</td>
<td>Services-Children, Services-Elderly Persons, Services-Persons with Disabilities, Services-Persons with HIV/AIDS, Services-Victims of Domestic Violence, Services-homeless, Neighborhood Organization</td>
</tr>
<tr>
<td></td>
<td>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</td>
<td>During the development of the Consolidated Plan, Pinellas County was consulted to determine the strengths and/or gaps in the institutional delivery system and the needs of those infected with HIV and/or AIDS. It was determined that the services provided were comprehensive enough to service the needs of the target community, however, the lack of funding limits the number that can be served.</td>
</tr>
<tr>
<td>2</td>
<td>Agency/Group/Organization</td>
<td>St. Petersburg Housing Authority</td>
</tr>
<tr>
<td></td>
<td>Agency/Group/Organization Type</td>
<td>PHA, Neighborhood Organization</td>
</tr>
</tbody>
</table>
| What section of the Plan was addressed by Consultation? | Housing Need Assessment  
Public Housing Needs  
Homeless Needs - Chronically homeless  
Homeless Needs - Families with children  
Homelessness Needs - Veterans  
Homelessness Strategy  
Non-Homeless Special Needs |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</td>
<td>The CEO was contacted and requested to provide information on the projected needs of the organization during the program year 2017/18.</td>
</tr>
<tr>
<td>Agency/Group/Organization</td>
<td>Boley Centers, Inc.</td>
</tr>
</tbody>
</table>
| Agency/Group/Organization Type | Housing  
Services - Housing  
Services-Children  
Services-Persons with Disabilities  
Services-Persons with HIV/AIDS  
Services-homeless  
Services-Health  
Services-Employment  
Neighborhood Organization |
| What section of the Plan was addressed by Consultation? | Housing Need Assessment  
Homeless Needs - Chronically homeless  
Homeless Needs - Families with children  
Homelessness Needs - Veterans  
Non-Homeless Special Needs |
<p>| Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Executive Director was contacted and asked to provide projected information about its priority needs for program year 2017/18. |</p>
<table>
<thead>
<tr>
<th>Agency/Group/Organization</th>
<th>PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.</th>
</tr>
</thead>
</table>
| **Agency/Group/Organization Type** | Services-Health  
| | Health Agency  
| | Mental Health Provider  |
| **What section of the Plan was addressed by Consultation?** | Housing Need Assessment  
| | Homeless Needs - Families with children  
| | Homelessness Needs - Veterans  |
| **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The CEO was contacted and asked to provide information on the projected needs of the information during program year 2017/18. |

<table>
<thead>
<tr>
<th>Agency/Group/Organization</th>
<th>Society of St. Vincent de Paul South Pinellas, Inc.</th>
</tr>
</thead>
</table>
| **Agency/Group/Organization Type** | Services-homeless  
| | Homeless Provider  
| | Neighborhood Organization  |
| **What section of the Plan was addressed by Consultation?** | Housing Need Assessment  
| | Homeless Needs - Families with children  
| | Homelessness Needs - Veterans  
| | Homeless Needs-Food Center  |
| **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The CEO was contacted and requested to provide information on the projected needs of the organization during the 2017/18 program year. |

<table>
<thead>
<tr>
<th>Agency/Group/Organization</th>
<th>CATHOLIC CHARITIES, DIOCESE OF ST. PETERSBURG</th>
</tr>
</thead>
</table>
| **Agency/Group/Organization Type** | Services-homeless  
| | Homeless Provider  
| | Neighborhood Organization  |
| What section of the Plan was addressed by Consultation? | Housing Need Assessment  
Homeless Needs - Families with children  
Homelessness Needs - Veterans  
Pinellas HOPE I, II and Medical Respite |
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</td>
</tr>
<tr>
<td>Agency/Group/Organization</td>
</tr>
</tbody>
</table>
| Agency/Group/Organization Type | Housing  
Neighborhood Organization |
| What section of the Plan was addressed by Consultation? | Housing Need Assessment  
Homelessness Needs - Unaccompanied youth  
Public Services-Children with Serious Emotional Disturbances |
| Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Executive Director was contacted and asked to provide information on the projected needs of the Agency during program year 2017/18. |
| Agency/Group/Organization | COMMUNITY ACTION STOPS ABUSE, INC. |
| Agency/Group/Organization Type | Services-Victims of Domestic Violence  
Neighborhood Organization |
| What section of the Plan was addressed by Consultation? | Homeless Needs - Families with children  
Homeless Needs-Transitional Housing |
<p>| Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Executive Director was contacted and asked to provide information on the projected needs of the Agency during program year 2017/18. |</p>
<table>
<thead>
<tr>
<th></th>
<th>Agency/Group/Organization</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>FAMILY RESOURCES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agency/Group/Organization Type</td>
<td>Safe Place for children and young teen</td>
</tr>
</tbody>
</table>
| What section of the Plan was addressed by Consultation? | Homeless Needs - Families with children  
Homelessness Needs - Unaccompanied youth |
| Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Executive Director was contacted and asked to provide information on the projected needs of the Agency during program year 2017/18. |
| 10 | WESTCARE GULFCOAST-FLORIDA, INC. |   |
|   | Agency/Group/Organization Type | Services-homeless  
Services-Education  
Services-Employment  
Transitional Housing for Homeless Adults in Substance Abuse Recovery  
Neighborhood Organization |
| What section of the Plan was addressed by Consultation? | Housing Need Assessment |
| Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The Executive Director was asked to provide information on the projected needs of the Agency during program year 2017/18. |
| 11 | R CLUB CHILD CARE, INC. |   |
|   | Agency/Group/Organization Type | Services-Children  
Neighborhood Organization |
<p>| What section of the Plan was addressed by Consultation? | Community Development Needs |</p>
<table>
<thead>
<tr>
<th><strong>Agency/Group/Organization</strong></th>
<th>TAMPA BAY CDC HOMEBUYERS' CLUB</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency/Group/Organization Type</strong></td>
<td>Housing Services - Housing</td>
</tr>
<tr>
<td><strong>What section of the Plan was addressed by Consultation?</strong></td>
<td>Housing Need Assessment</td>
</tr>
<tr>
<td><strong>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</strong></td>
<td>The Executive Director was asked to provide information on the projected needs of the Agency during program year 2017/18.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Agency/Group/Organization</strong></th>
<th>Gulfcoast Legal Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency/Group/Organization Type</strong></td>
<td>Housing Services - Housing</td>
</tr>
<tr>
<td><strong>What section of the Plan was addressed by Consultation?</strong></td>
<td>Housing Need Assessment</td>
</tr>
<tr>
<td><strong>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</strong></td>
<td>The Executive Director was asked to provide information on the projected needs of the Agency during the 2017/2018 program year.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Agency/Group/Organization</strong></th>
<th>PINELLAS COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency/Group/Organization Type</strong></td>
<td>Other government - County</td>
</tr>
<tr>
<td><strong>What section of the Plan was addressed by Consultation?</strong></td>
<td>Community Development Needs</td>
</tr>
<tr>
<td>15</td>
<td>Agency/Group/Organization</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>Agency/Group/Organization Type</td>
</tr>
<tr>
<td></td>
<td>What section of the Plan was addressed by Consultation?</td>
</tr>
<tr>
<td></td>
<td>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16</th>
<th>Agency/Group/Organization</th>
<th>Pinellas County Office of Human Rights</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Agency/Group/Organization Type</td>
<td>Service-Fair Housing, Other government - County</td>
</tr>
<tr>
<td></td>
<td>What section of the Plan was addressed by Consultation?</td>
<td>Housing Need Assessment, Market Analysis</td>
</tr>
<tr>
<td></td>
<td>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</td>
<td>The Director and Staff from the Agency participated in Public Forums held to gather input from community partners on the priority needs of the City.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17</th>
<th>Agency/Group/Organization</th>
<th>Pinellas County Job Corp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Agency/Group/Organization Type</td>
<td>Services-Education, Services-Employment, Other government - Federal</td>
</tr>
<tr>
<td></td>
<td>What section of the Plan was addressed by Consultation?</td>
<td>Anti-poverty Strategy</td>
</tr>
<tr>
<td>Agency/Group/Organization</td>
<td>PINELLAS HABITAT FOR HUMANITY</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Agency/Group/Organization Type</strong></td>
<td>Housing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Services - Housing</td>
<td></td>
</tr>
<tr>
<td><strong>What section of the Plan was addressed by Consultation?</strong></td>
<td>Housing Need Assessment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Market Analysis</td>
<td></td>
</tr>
<tr>
<td><strong>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</strong></td>
<td>The CEO was asked to provide information on the projected priority needs of the Agency during the 2017/18 program year.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency/Group/Organization</th>
<th>Florida Department of Health-Central</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency/Group/Organization Type</strong></td>
<td>Services-Children</td>
</tr>
<tr>
<td></td>
<td>Services-Elderly Persons</td>
</tr>
<tr>
<td></td>
<td>Services-Persons with Disabilities</td>
</tr>
<tr>
<td></td>
<td>Services-homeless</td>
</tr>
<tr>
<td></td>
<td>Services-Health</td>
</tr>
<tr>
<td></td>
<td>Health Agency</td>
</tr>
<tr>
<td></td>
<td>Other government - State</td>
</tr>
<tr>
<td><strong>What section of the Plan was addressed by Consultation?</strong></td>
<td>Homeless Needs - Families with children</td>
</tr>
<tr>
<td></td>
<td>Homelessness Strategy</td>
</tr>
<tr>
<td></td>
<td>Lead-based Paint Strategy</td>
</tr>
<tr>
<td><strong>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</strong></td>
<td>Agency participated in Public Forums and was asked to provide projected priority needs data of the Agency during the five years of the Plan.</td>
</tr>
</tbody>
</table>
### Agency/Group/Organization

<table>
<thead>
<tr>
<th>Agency/Group/Organization</th>
<th>PINELLAS OPPORTUNITY COUNCIL - CHORE SERVICES PROGRAM</th>
</tr>
</thead>
</table>
| **Agency/Group/Organization Type** | Services-Elderly Persons  
Services-Persons with Disabilities |
| **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs  
Community Development Needs |
| **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The Executive Director was asked to provide information on the projected priority needs date on its needs of the Agency during the 2017/18 program year. |

#### Identify any Agency Types not consulted and provide rationale for not consulting

The City did not identify any agency types that were not consulted.

#### Other local/regional/state/federal planning efforts considered when preparing the Plan

<table>
<thead>
<tr>
<th>Name of Plan</th>
<th>Lead Organization</th>
<th>How do the goals of your Strategic Plan overlap with the goals of each plan?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuum of Care</td>
<td>Pinellas County Homeless Leadership Board - Lead Agency for Emergency Shelter</td>
<td>The Strategic Plan have been coordinated with those of HLB/CoC to make sure that areas of need are addressed.</td>
</tr>
<tr>
<td>Ten Year Plan to End Homelessness</td>
<td>Pinellas County Homeless Leadership Board</td>
<td>Subrecipient Agencies receiving funding are required to use HMIS for data collection purposes. Reduce homelessness. Increase self-sufficiency. Provide technical assistance to subrecipients. Increase case management services.</td>
</tr>
</tbody>
</table>
### Table 3 – Other local / regional / federal planning efforts

<table>
<thead>
<tr>
<th>Name of Plan</th>
<th>Lead Organization</th>
<th>How do the goals of your Strategic Plan overlap with the goals of each plan?</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHIP Local Housing Assistance Plan</td>
<td>City of St. Petersburg Housing &amp; Community Development Department</td>
<td>The goals of the Comprehensive Plan is to protect the public health, safety, and welfare; address growth management; preserve and protect resources of the community through the guidance of growth and redevelopment; protect and enrich the quality of life; ensure the consideration of long-range goals in the determination of short range decisions and actions; and promote healthy, stable, well-balanced economic atmosphere which, satisfies the goods and services needs of the community, promotes employment opportunities and supports a strong diverse economic base.</td>
</tr>
</tbody>
</table>

### Narrative (optional)

In addition to the above activities and in compliance with 24 CFR 570.200(h), 24 CFR 92.212, 24 cfr 200.458, Section 91.220, Section 91.320, and Section 91.420, the City will make available resources that are reasonably expected to be received (CDBG, HOME and ESG) to address Disaster Response and Recovery by ensuring that there is no duplication of funding (using CDBG, HOME or ESG funding where FEMA, the SBA or insurance is funding the recovery). The eligible use of CPD funding may include housing rehabilitation, housing construction, homebuyer programs replacing disaster damaged residences, infrastructure improvements, demolition of buildings, reconstruction or replacement of public facilities, relocation assistance for people moved out of floodways, and may include small business loans and grants, if not duplicated. HOME funds may be used specifically to repair, rehabilitate or rebuild properties damaged by a disaster or to construct new housing to meet post-disaster housing needs. Direct homeownership assistance to households affected by the disaster may be provided in the form of purchase assistance. In addition, Tenant Based Rental Assistance may be provided to households displaced by a disaster to rent eligible housing units. If a household who is displaced meets the definition of homeless at 24 CFR 576.2, Emergency Solutions Grant funding may be used to address many short-term disaster response need, provided there is not duplication of funding. Finally, CDBG funds may also be used for other public service activities that would assist those impacted by the disaster, and CDBG funds may also be used under the urgent need national objective to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community. All activities assisted will be eligible and meet a national objective.
AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
   Summarize citizen participation process and how it impacted goal-setting

The City conducted public forums, public meetings, and public hearings beginning on January 17, 2017 through August 3, 2017. Meetings were held to obtain information from participants on additional priority needs, to discuss goals and objectives, and funding to achieve the proposed goals and objectives.

Citizen Participation Outreach

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Mode of Outreach</th>
<th>Target of Outreach</th>
<th>Summary of response/attendance</th>
<th>Summary of comments received</th>
<th>Summary of comments not accepted and reasons</th>
<th>URL (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Newspaper Ad</td>
<td>Non-targeted/broad community</td>
<td>An ad was placed in the Tampa Bay Times notifying the general public of a public forum to be held on January 17, 2017.</td>
<td>None to date</td>
<td>None to date</td>
<td></td>
</tr>
<tr>
<td>Sort Order</td>
<td>Mode of Outreach</td>
<td>Target of Outreach</td>
<td>Summary of response/attendance</td>
<td>Summary of comments received</td>
<td>Summary of comments not accepted and reasons</td>
<td>URL (If applicable)</td>
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<tr>
<td>2</td>
<td>Public Forum</td>
<td>Minorities, Persons with disabilities, Residents of Public and Assisted Housing, Subrecipient partners and organizations in the Community</td>
<td>A public forum was held on January 17, 2017 at the Enoch Davis Center to solicit input from the community on priority needs that may still need to be identified, to provide information on the accomplishments of the City with the prior year’s funding and to discuss the FY 2017-18 funding and the process by which agencies/subrecipients may be funded.</td>
<td>All comments were accepted.</td>
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<tr>
<td>Sort Order</td>
<td>Mode of Outreach</td>
<td>Target of Outreach</td>
<td>Summary of response/attendance</td>
<td>Summary of comments received</td>
<td>Summary of comments not accepted and reasons</td>
<td>URL (If applicable)</td>
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<tr>
<td>3</td>
<td>Public Meeting</td>
<td>Minorities</td>
<td>A workshop was held on February 8, 2017 at the Jett Jackson Community Center to discuss with applicants how to be successful with completing the applications.</td>
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<td></td>
<td></td>
<td>Non-English Speaking - Specify other language: Spanish</td>
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<td></td>
<td></td>
<td>Persons with disabilities</td>
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<tr>
<td></td>
<td></td>
<td>Residents of Public and Assisted Housing</td>
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<td></td>
<td></td>
<td>Subrecipient Agencies</td>
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<tr>
<td>Sort Order</td>
<td>Mode of Outreach</td>
<td>Target of Outreach</td>
<td>Summary of response/attendance</td>
<td>Summary of comments received</td>
<td>Summary of comments not accepted and reasons</td>
<td>URL (If applicable)</td>
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</tr>
<tr>
<td>4</td>
<td>Public Meeting</td>
<td>Minorities</td>
<td>A presentation to the Budget, Finance &amp; Taxation Committee was conducted on June 8, 2017 to inform the Committee of the proposed Annual Action Plan and request permission to publish, and to announce a Public Hearing for approval of the Plan on August 3, 2017.</td>
<td>No comments were provided.</td>
<td></td>
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</tr>
</tbody>
</table>

Table 4 – Citizen Participation Outreach
## Expected Resources

**AP-15 Expected Resources – 91.220(c)(1,2)**

### Introduction

The information below pertain to current and projections of future funding that the City expects to receive from the federal, state, and local resources during FY 2017/18 and the following three years. Annual funding levels are dependent upon the annual Congressional appropriation process and changes in the number of formula recipients.

### Anticipated Resources

<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Expected Amount Available Remainder of ConPlan</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>public - federal</td>
<td>Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services</td>
<td>1,599,181 50,000 0</td>
<td>1,649,181 6,627,332</td>
<td>CDBG funds will be used to support priority needs programs: Target Area improvements, Public Facility Improvements, Public Services, Public Infrastructure, Housing, and Program Administration.</td>
</tr>
</tbody>
</table>

Annual Action Plan
2017
<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME</td>
<td>public - federal</td>
<td>Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA</td>
<td>Annual Allocation: $664,424</td>
<td>HOME funding will be used to support the following priority needs programs: Housing Preservation, Housing Production, TBRA, and Homeownership Promotion, and program administration.</td>
</tr>
<tr>
<td>Program</td>
<td>Source of Funds</td>
<td>Uses of Funds</td>
<td>Expected Amount Available Year 1</td>
<td>Expected Amount Available Remainder of ConPlan</td>
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<td>-----------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annual Allocation: $</td>
<td>Program Income: $</td>
</tr>
<tr>
<td>HOPWA</td>
<td>public - federal</td>
<td>Permanent housing in facilities</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Permanent housing placement</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Short term or transitional housing facilities</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
<td></td>
<td>STRMU</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supportive services</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TBRA</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Program</td>
<td>Source of Funds</td>
<td>Uses of Funds</td>
<td>Annual Allocation:</td>
<td>Program Income:</td>
</tr>
<tr>
<td>---------</td>
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<td>-------------------------------------------------------------------------------</td>
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</tr>
</tbody>
</table>
| ESG     | public - federal | Conversion and rehab for transitional housing  
Financial Assistance  
Overnight shelter  
Rapid re-housing (rental assistance)  
Rental Assistance Services  
Transitional housing | 145,951 | 0 | 0 | 145,951 | 571,116 | ESG funds will be used to support the following priority need programs: Homeless and Homelessness Prevention Services, operations assistance, and program administration. |
| Other   | public - federal | Admin and Planning  
New construction for ownership | 352,000 | 0 | 0 | 352,000 | 1,408,000 | NSP Program Income will be used to construct new homes as funding becomes available. It is anticipated that up to 10 new homes will be constructed during the implementation of this five-year plan. |
<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Expected Amount Available Remainder of ConPlan</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>public - local</td>
<td>Admin and Planning</td>
<td><strong>412,516</strong></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Annual Action Plan 2017
<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annual Allocation: $</td>
<td>Program Income: $</td>
</tr>
<tr>
<td>Other</td>
<td>public - local</td>
<td>Admin and Planning</td>
<td>1,111,704</td>
<td>0</td>
</tr>
</tbody>
</table>

The City anticipates receiving approximately $6,491,744 in SHIP allocations and $1,600,000 in program income. Funds will be used to support the following priority needs programs: Single-family and Multi-family Housing Preservation, Homeownership Assistance, rental assistance and program administration. SHIP funds are also used to meet the local 25% match requirement for the HOME Program.
### Program Source of Funds Uses of Funds

<table>
<thead>
<tr>
<th>Program</th>
<th>Source of Funds</th>
<th>Uses of Funds</th>
<th>Expected Amount Available Year 1</th>
<th>Expected Amount Available Remainder of ConPlan $</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>public - local</td>
<td>Admin and Planning, Housing, Multifamily rental new construction, Multifamily rental rehab</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$280,000</td>
</tr>
</tbody>
</table>

- **The City of St. Petersburg anticipates receiving approximately $70,000 annually in program income generated from the original allocation of Housing Trust Funds. Funds will be used to support the following priority needs programs: Housing Preservation, Housing Production, Homeownership Assistance and program administration.**

- HTF funds are used to meet the local 25% match requirement for the HOME Program.

### Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**
OMB Control No: 2506-0117 (exp. 06/30/2018) 

Discussion

Affordable housing to construct additional affordable housing units.

The city also has approximately 40 parcels of properties that was acquired with NSP-1 funding that is in a

and/or maintenance and carrying costs until the property is developed.

The city's Real Estate and Property Management Department distributes a list of properties that have

may be used to address the needs identified in the plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that
## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

<table>
<thead>
<tr>
<th>Sort Order</th>
<th>Goal Name</th>
<th>Start Year</th>
<th>End Year</th>
<th>Category</th>
<th>Geographic Area</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Goal Outcome Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Affordable Housing - Owner</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>CDBG: $30,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>HOME: $246,181</td>
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<td></td>
<td></td>
<td>State Housing Initiatives Partnership (SHIP): $597,034</td>
<td>Homeowner Housing Rehabilitated: 36 Household Housing Unit</td>
</tr>
<tr>
<td>2</td>
<td>Affordable Housing - New Construction</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>HOME: $45,000</td>
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<td></td>
<td>State Housing Initiatives Partnership (SHIP): $100,000</td>
<td>Homeowner Housing Added: 13 Household Housing Unit</td>
</tr>
<tr>
<td>Sort Order</td>
<td>Goal Name</td>
<td>Start Year</td>
<td>End Year</td>
<td>Category</td>
<td>Geographic Area</td>
<td>Needs Addressed</td>
<td>Funding</td>
<td>Goal Outcome Indicator</td>
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<tr>
<td>3</td>
<td>Affordable Housing - Homebuyer</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>State Housing Initiatives Partnership (SHIP): $370,000</td>
<td>Direct Financial Assistance to Homebuyers: 35 Households Assisted</td>
</tr>
<tr>
<td>4</td>
<td>Affordable Housing - Rental Production</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>HOME: $165,000 State Housing Initiatives Partnership (SHIP): $171,000</td>
<td>Rental units constructed: 10 Household Housing Unit</td>
</tr>
<tr>
<td>6</td>
<td>Tenant Based Rental Assistance</td>
<td>2016</td>
<td>2020</td>
<td>Homeless</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Homelessness Prevention/Rapid Re-Housing</td>
<td>HOME: $200,000</td>
<td>Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted</td>
</tr>
<tr>
<td>Sort Order</td>
<td>Goal Name</td>
<td>Start Year</td>
<td>End Year</td>
<td>Category</td>
<td>Geographic Area</td>
<td>Needs Addressed</td>
<td>Funding</td>
<td>Goal Outcome Indicator</td>
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<tr>
<td>7</td>
<td>Public Facility Improvements - Housing</td>
<td>2016</td>
<td>2020</td>
<td>Public Housing</td>
<td>City-wide</td>
<td>Public Facilities and Improvements</td>
<td>CDBG: $162,270</td>
<td>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 472 Households Assisted</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Homeless</td>
<td>NRSA/Southside</td>
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<td></td>
<td>Non-Homeless</td>
<td>CRA</td>
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<td>Special Needs</td>
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<tr>
<td>8</td>
<td>Public Services - Housing</td>
<td>2016</td>
<td>2020</td>
<td>Homeless</td>
<td>City-wide</td>
<td>Provide Public Services</td>
<td>CDBG: $231,898 ESG: $44,049</td>
<td>Public service activities other than Low/Moderate Income Housing Benefit: 2318 Persons Assisted</td>
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<tr>
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<td>Non-Homeless</td>
<td>NRSA/Southside</td>
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<td></td>
<td></td>
<td></td>
<td>Special Needs</td>
<td>CRA</td>
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<tr>
<td>9</td>
<td>Community and Economic Development Opportunities</td>
<td>2016</td>
<td>2020</td>
<td>Non-Housing Community Development</td>
<td>City-wide</td>
<td>Community and Economic Development Opportunities</td>
<td>CDBG: $19,924</td>
<td>Public service activities other than Low/Moderate Income Housing Benefit: 329 Persons Assisted</td>
</tr>
<tr>
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<td></td>
<td>NRSA/Southside</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>CRA</td>
<td></td>
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<tr>
<td>10</td>
<td>Homebuyer Education/Financial Fitness</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide</td>
<td>Provide Affordable Housing</td>
<td>State Housing Initiatives Partnership (SHIP): $90,000</td>
<td>Other: 70 Other</td>
</tr>
<tr>
<td>Sort Order</td>
<td>Goal Name</td>
<td>Start Year</td>
<td>End Year</td>
<td>Category</td>
<td>Geographic Area</td>
<td>Needs Addressed</td>
<td>Funding</td>
<td>Goal Outcome Indicator</td>
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</tr>
<tr>
<td>11</td>
<td>Program Delivery Cost</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>CDBG: $340,000 HOME: $25,000 State Housing Initiatives Partnership (SHIP): $25,000</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>General Administration and Oversight</td>
<td>2016</td>
<td>2020</td>
<td>Administration of Grant Programs</td>
<td>City-wide NRSA/Southside CRA</td>
<td>General Administration and Oversight</td>
<td>CDBG: $336,104 HOME: $96,797 ESG: $10,849 General Fund: $421,878 State Housing Initiatives Partnership (SHIP): $133,670</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>CHDO Operating</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>HOME: $25,000</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Section 108 Loan Repayment</td>
<td>2016</td>
<td>2020</td>
<td>Non-Housing Community Development</td>
<td>CRA</td>
<td></td>
<td>CDBG: $297,599</td>
<td></td>
</tr>
<tr>
<td>Sort Order</td>
<td>Goal Name</td>
<td>Start Year</td>
<td>End Year</td>
<td>Category</td>
<td>Geographic Area</td>
<td>Needs Addressed</td>
<td>Funding</td>
<td>Goal Outcome Indicator</td>
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</tr>
<tr>
<td>15</td>
<td>Public Facility Improvements - Non-Housing</td>
<td>2016</td>
<td>2020</td>
<td>Homeless</td>
<td>City-wide</td>
<td>Public Facilities and Improvements</td>
<td>CDBG: $380,761</td>
<td>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 469 Persons Assisted</td>
</tr>
<tr>
<td>16</td>
<td>Public Services - Non-Housing</td>
<td>2016</td>
<td>2020</td>
<td>Homeless</td>
<td>City-wide</td>
<td>Provide Public Services</td>
<td>CDBG: $20,522</td>
<td>Public service activities other than Low/Moderate Income Housing Benefit: 165 Persons Assisted</td>
</tr>
<tr>
<td>17</td>
<td>CHDO Project</td>
<td>2016</td>
<td>2020</td>
<td>Affordable Housing</td>
<td>City-wide</td>
<td>Provide Affordable Housing</td>
<td>HOME: $165,000</td>
<td>Homeowner Housing Added: 1 Household Housing Unit</td>
</tr>
</tbody>
</table>

**Table 6 — Goals Summary**

**Goal Descriptions**

<table>
<thead>
<tr>
<th>1</th>
<th>Goal Name</th>
<th>Goal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Affordable Housing - Owner</td>
<td>Preservation of existing housing, energy efficiency and universal design features.</td>
</tr>
<tr>
<td></td>
<td>Goal Name</td>
<td>Goal Description</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Affordable Housing - New Construction</td>
<td>Construction of new single family housing units.</td>
</tr>
<tr>
<td>3</td>
<td>Affordable Housing - Homebuyer</td>
<td>Assisting renters to become homeowners.</td>
</tr>
<tr>
<td>4</td>
<td>Affordable Housing - Rental Production</td>
<td>Production of affordable housing rent units.</td>
</tr>
<tr>
<td>5</td>
<td>Homelessness Prevention/Rapid Re-Housing</td>
<td>Provide rental assistance to help prevent homelessness and rapidly re-house the homeless.</td>
</tr>
<tr>
<td>6</td>
<td>Tenant Based Rental Assistance</td>
<td>Provide rental vouchers to re-house the homeless.</td>
</tr>
<tr>
<td>7</td>
<td>Public Facility Improvements - Housing</td>
<td>Improvements to facilities who provide housing to the homeless, special needs population and low- to moderate-income.</td>
</tr>
<tr>
<td>8</td>
<td>Public Services - Housing</td>
<td>Provide operating support to agencies who provide emergency, transitional or permanent housing.</td>
</tr>
<tr>
<td>9</td>
<td>Community and Economic Development Opportunities</td>
<td>Assistance provided for after-school care and mentoring.</td>
</tr>
<tr>
<td></td>
<td>Goal Name</td>
<td>Goal Description</td>
</tr>
<tr>
<td>---</td>
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<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Goal Name</td>
<td>Homebuyer Education/Financial Fitness</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Assistance to individuals/families with budget management, credit counseling, homebuyer education and financial fitness.</td>
</tr>
<tr>
<td>11</td>
<td>Goal Name</td>
<td>Program Delivery Cost</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Delivery of housing programs.</td>
</tr>
<tr>
<td>12</td>
<td>Goal Name</td>
<td>General Administration and Oversight</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Administration and oversight of grant funds.</td>
</tr>
<tr>
<td>13</td>
<td>Goal Name</td>
<td>CHDO Operating</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Operating support for certified CHDO.</td>
</tr>
<tr>
<td>14</td>
<td>Goal Name</td>
<td>Section 108 Loan Repayment</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Repayment of a Section 108 loan payment.</td>
</tr>
<tr>
<td>15</td>
<td>Goal Name</td>
<td>Public Facility Improvements - Non-Housing</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Facility improvements to agencies.</td>
</tr>
<tr>
<td>16</td>
<td>Goal Name</td>
<td>Public Services - Non-Housing</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Operating support to agencies.</td>
</tr>
<tr>
<td>17</td>
<td>Goal Name</td>
<td>CHDO Project</td>
</tr>
<tr>
<td></td>
<td>Goal Description</td>
<td>Provide project funding to certified CHDO who will create affordable housing.</td>
</tr>
</tbody>
</table>
Projects

AP-35 Projects – 91.220(d)

Introduction

The Project Summary Information provides a description and funding amount for each of the projects the City plans to implement in HUD's Fiscal Year 2017 with CDBG, HOME, ESG, NSP, SHIP, HTF and local general fund dollars.

Projects

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Affordable Housing - Owner</td>
</tr>
<tr>
<td>2</td>
<td>Community and Economic Development Opportunities</td>
</tr>
<tr>
<td>3</td>
<td>Homeless Prevention/Rapid Re-Housing</td>
</tr>
<tr>
<td>4</td>
<td>Tenant-Based Rental Assistance (TBRA)</td>
</tr>
<tr>
<td>5</td>
<td>Public Facility Improvements-Housing</td>
</tr>
<tr>
<td>6</td>
<td>Public Services-Housing</td>
</tr>
<tr>
<td>7</td>
<td>Homebuyer Education - Financial Fitness</td>
</tr>
<tr>
<td>8</td>
<td>Program Delivery Cost</td>
</tr>
<tr>
<td>9</td>
<td>General Administration &amp; Oversight</td>
</tr>
<tr>
<td>10</td>
<td>CHDO Operating</td>
</tr>
<tr>
<td>11</td>
<td>Section 108 Loan Repayment</td>
</tr>
<tr>
<td>12</td>
<td>Public Facility Improvements - Non Housing</td>
</tr>
<tr>
<td>13</td>
<td>Public Services - Non-Housing</td>
</tr>
<tr>
<td>14</td>
<td>CHDO Project</td>
</tr>
<tr>
<td>15</td>
<td>Multi-Family Housing Development</td>
</tr>
</tbody>
</table>

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs
<table>
<thead>
<tr>
<th></th>
<th>Project Name</th>
<th>Goal Area</th>
<th>NRSA/Southside CRA</th>
<th>Needs Addressed</th>
<th>Funding</th>
<th>Description</th>
<th>Target Date</th>
<th>Estimate the number and type of families that will benefit from the proposed activities</th>
<th>Location Description</th>
<th>Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Affordable Housing - Owner</td>
<td>City-wide</td>
<td>NRSA/Southside CRA</td>
<td>Provide Affordable Housing</td>
<td>State Housing Initiatives Partnership (SHIP): $597,034</td>
<td>Energy efficiency and universal design quality affordable housing units.</td>
<td></td>
<td>An estimated 39 households will receive repairs to their homes.</td>
<td></td>
<td>Habitat for Humanity ($30,000 CDBG): to assist homeowners with repairs to their homes. Estimated 3 households will receive assistance.</td>
</tr>
<tr>
<td>2</td>
<td>Community and Economic Development Opportunities</td>
<td>City-wide</td>
<td>NRSA/Southside CRA</td>
<td>Provide Public Services</td>
<td></td>
<td></td>
<td></td>
<td>An estimated 275 persons to benefit from services.</td>
<td></td>
<td>New Frontiers ($9,522 CDBG) - provide support services to persons recovering from drug addiction and acholism. Funding is to help with the operation of the facility at 440 10th Avenue South. YMCA ($10,402 CDBG) - operating support for educational programs after school and summer in tutuorial to youth at 691 43rd Street South.</td>
</tr>
<tr>
<td>Project Name</td>
<td>Homeless Prevention/Rapid Re-Housing</td>
<td></td>
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<tr>
<td>Target Area</td>
<td>City-wide</td>
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<tr>
<td></td>
<td>NRSA/Southside CRA</td>
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</tr>
<tr>
<td>Goals Supported</td>
<td>Homelessness Prevention/Rapid Re-Housing</td>
<td></td>
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</tr>
<tr>
<td>Needs Addressed</td>
<td>Homelessness Prevention/Rapid Re-Housing</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Funding</td>
<td>ESG: $89,761</td>
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<tr>
<td></td>
<td>State Housing Initiatives Partnership (SHIP): $75,000</td>
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</tr>
<tr>
<td>Description</td>
<td>Provide rental assistance to help prevent homelessness and rapid re-housing.</td>
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</tr>
<tr>
<td>Target Date</td>
<td>Estimated 45 households to receive assistance.</td>
<td></td>
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<tr>
<td>Location Description</td>
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</tr>
<tr>
<td>Planned Activities</td>
<td>Catholic Charities will be contracted with the City to provide homeless prevention ($39,761 ESG).</td>
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<tr>
<td></td>
<td>City has partnered with Pinellas County and Homeless Leadership Board by way of soliciting a vendor to provide assistance to rapidly re-house the homeless. The City will fall under the County-Wide RFP selection for FY 17/18 funding as St. Vincent dePaul was selected to carry-out services in FY 17/18. It is anticipated the City will provide services to an estimated 45 households.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Tenant-Based Rental Assistance (TBRA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Area</td>
<td>City-wide</td>
</tr>
<tr>
<td></td>
<td>NRSA/Southside CRA</td>
</tr>
<tr>
<td>Goals Supported</td>
<td>Tenant Based Rental Assistance</td>
</tr>
<tr>
<td>Needs Addressed</td>
<td>Homelessness Prevention/Rapid Re-Housing</td>
</tr>
<tr>
<td>Funding</td>
<td>HOME: $200,000</td>
</tr>
<tr>
<td>Description</td>
<td>Provide funding to Boley Centers who will provide rental assistance vouchers for up to 12 months to households who are homeless.</td>
</tr>
</tbody>
</table>

| Target Date                  |                                      |

Annual Action Plan 2017
| Estimate the number and type of families that will benefit from the proposed activities | Estimate 25 persons shall receive assistance. |
| Location Description | |
| Planned Activities | Boley expects to assist approximately 25 households with rental assistance vouchers. |

5

| Project Name | Public Facility Improvements-Housing |
| Target Area | City-wide |
| NRSA/Southside CRA |
| Goals Supported | Public Facility Improvements - Housing |
| Needs Addressed | Public Facilities and Improvements |
| Funding | CDBG: $162,270 |
| Description | Funds will be used to implement public facilities and infrastructure improvements of facilities providing services to extremely-low, low-, and moderate-income residents, including homeless and special needs populations. |
| Target Date | |
| Estimate the number and type of families that will benefit from the proposed activities | Estimated 472 persons to receive benefit from the improvements. |
| Location Description | |
Planned Activities

Brookwood Florida ($17,960 CDBG): upgrade the HVAC system(s). Brookwood provides transitional housing for young women who are homeless run-aways at 901 7th Avenue South.

PARC ($35,000 CDBG)-3025 76th Way North: Replace fencing and playground safe surface. PARC provides housing for developmentally disabled persons.

PARC ($83,000 CDBG)-3190 75th Street North: Repave 2 parking lots, replacement of playground equipment, and upgrade security cameras. PARC provides housing for developmentally disabled persons.

Westcare-Davis/Bradley ($26,310 CDBG): Elevator repair/maintenance. Funding will be in conjunction with Pinellas County and City of Largo. Westcare is a transitional housing facility providing housing to those recovering from alcohol/drug addiction at 1735 Dr ML King Jr Street South.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Public Services-Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Area</td>
<td>City-wide</td>
</tr>
<tr>
<td></td>
<td>NRSA/Southside CRA</td>
</tr>
<tr>
<td>Goals Supported</td>
<td>Public Services - Housing</td>
</tr>
<tr>
<td>Needs Addressed</td>
<td>Provide Public Services</td>
</tr>
<tr>
<td>Funding</td>
<td>CDBG: $204,132</td>
</tr>
<tr>
<td></td>
<td>ESG: $44,049</td>
</tr>
<tr>
<td>Description</td>
<td>Provide financial assistance to subrecipients to continue to expand or provide new services for low- and moderate income individuals, households, elderly, children, teens, families and operations of facilities.</td>
</tr>
<tr>
<td>Target Date</td>
<td></td>
</tr>
<tr>
<td>Estimate the number and type of families that will benefit from the proposed activities</td>
<td>An estimated 2,318 persons will benefit from the assistance.</td>
</tr>
<tr>
<td>Location Description</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>Homebuyer Education - Financial Fitness</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Target Area</td>
<td>City-wide NRSA/Southside CRA</td>
</tr>
<tr>
<td>Goals Supported</td>
<td>Homebuyer Education/Financial Fitness</td>
</tr>
<tr>
<td>Needs Addressed</td>
<td>Provide Affordable Housing</td>
</tr>
<tr>
<td>Funding</td>
<td>State Housing Initiatives Partnership (SHIP): $90,000</td>
</tr>
<tr>
<td>Description</td>
<td>Provide funding for services to make renters ready to become homeowners and to assist others with budgeting and saving their money.</td>
</tr>
<tr>
<td>Target Date</td>
<td>Estimate the number and type of families that will benefit from the proposed activities</td>
</tr>
<tr>
<td>Location Description</td>
<td>An estimated 100 households to receive services.</td>
</tr>
<tr>
<td>Planned Activities</td>
<td>Assist approximately 100 households with homebuyer education and financial fitness.</td>
</tr>
<tr>
<td>Project Name</td>
<td>Program Delivery Cost</td>
</tr>
</tbody>
</table>

Planned Activities
- **Boley Centers-Safe Haven ($60,000 CDBG):** Safe Haven is permanent supportive housing for the homeless. Funds are for operating expenses at 555 31st Street South.
- **Catholic Charities-Pinellas HOPE ($25,522 CDBG):** operating support for homeless shelter at 5726 126th Avenue North.
- **Community Action Stops Abuse ($26,283 CDBG/ESG):** operating support for domestic violence shelter at an undisclosed location.
- **Pinellas Opportunity Council ($30,522 CDBG):** provide funding to assist the elderly with house cleaning and yard work.
- **St. Vincent dePaul-shelter ($60,283 CDBG/ESG):** provide funding to pay night shelter staff salary/benefits at 401 15th Street North.
- **Westcare-Davis/Bradley ($23,288 CDBG/ESG):** operating support for transitional housing facility at 1735 Dr ML King Jr Street South.
- **Westcare-Turning Point ($22,283 CDBG/ESG):** operating support for an inebriate receiving center at 1801 5th Avenue North.
| 8 | Target Area | City-wide  
NRSA/Southside CRA |
|   | Goals Supported | Affordable Housing - Owner |
|   | Needs Addressed | Provide Affordable Housing |
|   | Funding | State Housing Initiatives Partnership (SHIP): $25,000 |
|   | Description | Funding to assist with specification writing and preparing projects to be made available for bids. |
|   | Target Date | |
|   | Estimate the number and type of families that will benefit from the proposed activities | An estimated 36 households to receive assistance. |
|   | Location Description | |
|   | Planned Activities | |

| 9 | Project Name | General Administration & Oversight |
|   | Target Area | City-wide  
NRSA/Southside CRA |
|   | Goals Supported | General Administration and Oversight |
|   | Needs Addressed | General Administration and Oversight |
|   | Funding | ESG: $10,708  
General Fund: $420,778  
State Housing Initiatives Partnership (SHIP): $133,670 |
|   | Description | Funds will be used for planning, administrative cost, and implementation of grant programs. |
|   | Target Date | |
|   | Estimate the number and type of families that will benefit from the proposed activities | |
|   | Location Description | |
|   | Planned Activities | |

| 10 | Project Name | CHDO Operating |
|    | Target Area | City-wide  
NRSA/Southside CRA |
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Section 108 Loan Repayment</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Repay the Bond that satisfied the Section 108 Loan.</td>
<td></td>
</tr>
<tr>
<td>Target Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location Description</td>
<td>Pinellas Affordable Living receives CHDO operating.</td>
<td></td>
</tr>
<tr>
<td>Planned Activities</td>
<td>Pinellas Affordable Living receives CHDO operating.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Public Facility Improvements - Non Housing</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Improvements to public facilities.</td>
<td></td>
</tr>
<tr>
<td>Target Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Location Description | City-wide  
NRSA/Southside CRA  
Public Facilities and Improvements |      |
| Planned Activities | City-wide  
NRSA/Southside CRA  
Public Facilities and Improvements |      |
<table>
<thead>
<tr>
<th>Estimate the number and type of families that will benefit from the proposed activities</th>
<th>An estimated 469 persons to benefit from the assistance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Description</td>
<td>James B. Sanderlin Family Service Center ($115,000 CDBG): stucco and painting the exterior of the facility at 2335 22nd Avenue South.</td>
</tr>
<tr>
<td>Planned Activities</td>
<td>New Frontiers ($26,997 CDBG): replace HVAC system, interior/exterior painting and resurface parking lot of the facility at 440 10th Avenue South.</td>
</tr>
<tr>
<td></td>
<td>Police Athletic League ($238,764 CDBG): replace the HVAC system, ceiling tiles, water fountains, interior/exterior doors, and renovate staff/volunteer restroom of the facility at 820 20th Street South.</td>
</tr>
<tr>
<td></td>
<td>Carter G. Woodson Museum ($266,447.42 CDBG): rehabilitate the City-owned museum which resides in the City's approved NRSA at 2240 9th Avenue South.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13</th>
<th>Project Name</th>
<th>Public Services - Non-Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Area</td>
<td>City-wide</td>
<td>NRSA/Southside CRA</td>
</tr>
<tr>
<td>Goals Supported</td>
<td>Public Services - Non-Housing</td>
<td></td>
</tr>
<tr>
<td>Needs Addressed</td>
<td>Provide Public Services</td>
<td></td>
</tr>
<tr>
<td>Funding</td>
<td>CDBG: $20,522</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Provide Public Services.</td>
<td></td>
</tr>
<tr>
<td>Target Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimate the number and type of families that will benefit from the proposed activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location Description</td>
<td>211 Tampa Bay Cares ($20,522 CDBG): operating support for the TBIN Information Network.</td>
<td></td>
</tr>
<tr>
<td>Planned Activities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>14</th>
<th>Project Name</th>
<th>CHDO Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Area</td>
<td>City-wide</td>
<td>NRSA/Southside CRA</td>
</tr>
<tr>
<td>Goals Supported</td>
<td>CHDO Project</td>
<td></td>
</tr>
<tr>
<td>Needs Addressed</td>
<td>Provide Affordable Housing</td>
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</tr>
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</table>

Annual Action Plan 2017

OMB Control No: 2506-0117 (exp. 06/30/2018)
<table>
<thead>
<tr>
<th>Funding</th>
<th>HOME: $165,000</th>
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</thead>
<tbody>
<tr>
<td>Description</td>
<td>CHDO to construct single-family homes and sell to first-time homebuyers.</td>
</tr>
<tr>
<td>Target Date</td>
<td>Estimate the number and type of families that will benefit from the proposed activities</td>
</tr>
<tr>
<td>Location Description</td>
<td>Planned Activities</td>
</tr>
<tr>
<td></td>
<td>Bright Community Trust to build single-family home and sell to income eligible homebuyer.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Project Name</th>
<th>Multi-Family Housing Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Area</td>
<td>City-wide</td>
</tr>
<tr>
<td></td>
<td>NRSA/Southside CRA</td>
</tr>
<tr>
<td>Goals Supported</td>
<td>Affordable Housing -Rental Production</td>
</tr>
<tr>
<td>Needs Addressed</td>
<td>Provide Affordable Housing</td>
</tr>
<tr>
<td>Funding</td>
<td>HOME: $165,000</td>
</tr>
<tr>
<td></td>
<td>State Housing Initiatives Partnership (SHIP): $171,000</td>
</tr>
<tr>
<td>Description</td>
<td>Provide funding to multi-family developer to construct/rehabilitate affordable rental housing.</td>
</tr>
<tr>
<td>Target Date</td>
<td>Estimate the number and type of families that will benefit from the proposed activities</td>
</tr>
<tr>
<td>Location Description</td>
<td>Planned Activities</td>
</tr>
</tbody>
</table>

Annual Action Plan
2017

OMB Control No: 2506-0117 (exp. 06/30/2018)
AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Generally the CDBG, HOME, and ESG programs serve the entire City in accordance with the program requirements of each grant. In addition, all single-family housing activities which benefits income eligible households will take place citywide. All activities described in the Annual Action Plan are programs which are available citywide, except for infrastructure projects which must be located in the low- to moderate-income census tracts where at least 51% of residents are low income (see map in Con Plan).

Activities associated with improvements in the South St. Petersburg Community Redevelopment Area, are primarily located in the City’s Low- to moderate-income areas which will receive substantial investments. Please review the map below which depicts the low- to moderate-income census tracts and block groups in the City.

Geographic Distribution

<table>
<thead>
<tr>
<th>Target Area</th>
<th>Percentage of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRSA/Southside CRA</td>
<td>70</td>
</tr>
</tbody>
</table>

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Resources will be targeted in the Southside CRA and Citywide. The percentage of funds targeted will be 80%.

The neighborhoods identified geographically includes the Southside CRA/Midtown, and Neighborhood Revitalization Strategy Area (NRSA) which has been the City’s primary focus for redevelopment since 1995. This area of the City has the highest concentration of crime, the highest concentration of households in poverty (see poverty map in Con Plan), and the highest number of boarded and vacant properties.

The City publishes its annual notice of funding availability for Consolidated Plan funding for non-profit organizations and other affordable housing providers to apply for assistance who can demonstrate their capacity to carry out successful housing and public service programs. Selection is based on furthering the City’s priorities, prior experience implementing similar programs/projects, familiarity with the needs of the City, and ability to provide assistance to very-low and low-income households. Priority is given to agencies who are able to document that they will provide the greatest benefit to the largest amount of City residents and leverage other funding to accomplish their goals. Eligible organizations/agencies may participate based on the availability of funding during the time that applications for assistance is announced to the public.
Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section sets forth the City's approach to meeting its Consolidated Plan goals of sustainable, affordable housing and safe, equitable, livable environments during program year 2017.

<table>
<thead>
<tr>
<th>One Year Goals for the Number of Households to be Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Homeless</strong></td>
</tr>
<tr>
<td><strong>Non-Homeless</strong></td>
</tr>
<tr>
<td><strong>Special-Needs</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

Table 9 - One Year Goals for Affordable Housing by Support Requirement

<table>
<thead>
<tr>
<th>One Year Goals for the Number of Households Supported Through</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rental Assistance</strong></td>
</tr>
<tr>
<td><strong>The Production of New Units</strong></td>
</tr>
<tr>
<td><strong>Rehab of Existing Units</strong></td>
</tr>
<tr>
<td><strong>Acquisition of Existing Units</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

During 2017/18, the City will specifically address affordable housing by doing the following:

1. Provide rental assistance to 70 households through assistance from TBRA, Homelessness Prevention and Rapid Re-housing through the ESG Program, and from funding provided through the City's SHIP rental assistance strategy.

1. Provide down payment and closing cost assistance to 35 low- to moderate-income first-time homebuyers using HOME and SHIP funding.

1. The City will assist developers of new multi-family affordable housing units by assisting with support from SHIP, HOME, and Housing Trust Funds, that will enable developers to secure low income housing tax credits (LIHTC) to construct new units.

1. Construct 3 new affordable housing units using NSP funding.

Approximately $1.8 million in HOME and SHIP funding to assist single-family and multi-family residential
rehabilitation and construction, down-payment assistance, and purchase assistance with rehabilitation for home buyers. The State of Florida provides local entitlement jurisdictions funding allocation from documentary stamps to fund the SHIP program for the purpose of producing affordable housing. The State requires that 65% of the allocation be expended on homeownership activities and 75% expended on rehabilitation, or construction activities. The SHIP allocation anticipated to be available in FY 2017/18 is expected at approximately $1,111,704, with an estimated $450,000 in program income. Funding from SHIP will be used to assist with downpayment/closing assistance, homeowner rehabilitation, new construction, and housing services, to include homebuyer education/counseling. The City will leverage funding from private mortgage financing through local lending institutions, individuals and families saving for downpayment and closing costs assistance. SHIP and HOME funding will also leverage LIHTC and Bond funding utilized by private developers, and HOME funding when necessary, will be used to leverage funding for special needs housing that leverages funding from the Federal Home Loan Bank, Florida Housing Finance Corporation and other funders.
AP-60 Public Housing — 91.220(h)

Introduction

Public Housing Authorities in Florida are created as independent organizations under Florida Statute. Therefore, the City works with the St. Petersburg Housing Authority (SPHA) on activities that are beneficial to both entities. The Mayor appoints members to the Board of Commissions and will work in partnership with the Housing Authority.

Actions planned during the next year to address the needs to public housing

SPHA will use its Capital Fund Program (CFP) and Replacement Housing Factor (RHF) funds to further improvements to SPHA’s existing public housing properties and for the acquisition and development of additional public housing facilities and residential properties. SPHA is planning to acquire/construct Wounded Warrior housing for Veterans using RHF dollars, public housing dollars (for project-based Section 8), and potentially affordable housing dollars. SPHA is also considering requesting a waiver from HUD to utilize the RHF funds to assist in renovating its Jordan Park Apartments. It anticipates demolishing 31 Senior homes and constructing a 60 unit development.

SPHA will also conduct substantial rehabilitation to its multi-family Jordan Park units by installing new air conditioning units in each unit, doors and windows where needed, and general improvements to the development.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The SPHA will continue to market its award-winning Section 3 program for its public housing residents. Through this program, public housing residents are eligible to receive the training and/or certifications necessary to enable them to become gainfully employed, at no cost to them. SPHA also has a scholarship program in which staff connects eligible SPHA residents with industry scholarships.

The City will work with the SPHA to inform tenants who are ready to move to homeownership about the opportunities available to them to become homeowners through the City’s purchase assistance program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

SPHA continues to be rated as a high performer. In the event that it is determined to be troubled, the Mayor will work with the Board of Commissioners to resolve the problems.
AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In February 2012, the Pinellas County Coalition for the Homeless, Inc. and the Homeless Leadership Network merged into the Homeless Leadership Board (HLB). The mission of the HLB is to prevent, reduce, and end homelessness in Pinellas County. The new HLB was created by an Interlocal Agreement between Pinellas County, the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg, and Tarpon Springs; the School Board of Pinellas County; the Pinellas-Pasco Public Defender’s Office; and the Juvenile Welfare Board/Children’s Services Board. The Board is responsible for setting and implementing policies for the homeless services system; planning, implementing, and advocating for design and critical activities of the Pinellas system of services; monitoring and reporting on system and provider performance towards adopted goals/outcomes (including the Tampa Bay Information Network (TBIN), the County’s Homeless Management Information System (HMIS)); designing, tracking and reporting outcomes to ensure effective use of resources to ensure homeless persons gain stable housing; performing lead agency responsibilities for Federal and State homeless funding; administering Federal, State and local public and private funding for homeless services, providing strategic alignment of funding to best meet the needs; coordinating between Interlocal Agreement entities; and advocating for effective homeless/at-risk services at the Federal, State and local levels.

The HLB identified families with children and chronic homeless (individuals, families) as the top priorities for housing in the strategic plan, and is redirecting resources to them. Major cities, Pinellas County, the Juvenile Welfare Board, and others are setting the same priorities and are working together to create more housing. The HLB adopted strategies to stop individuals and families from becoming chronically homeless by getting them into permanent housing more quickly. The HLB continues to work with other Florida CoCs to get the Florida Legislature to consistently fund the State Sadowski Housing Trust Fund for very low-income housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The HLB partners with the Juvenile Welfare Board’s Children’s Services Council and 2-1-1 Tampa Bay Cares on the Family Services Initiative (FSI) that works with families with needs. The goal of FSI is to prevent homelessness while working on longer term issues and to have one place for families to make initial contact for help. FSI is publicized widely as the place for homeless and at-risk families to go for help.
Homeless and at-risk families call 2-1-1 and are directed to specific triage staff for short assessment.

The City will fund a homelessness prevention and rapid re-housing program with ESG and SHIP funding.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will address its emergency shelter and transitional housing needs of homeless persons by providing TBRA vouchers with HOME funding, funding a homelessness prevention and rapid re-housing programs with ESG and SHIP funding, assisting non-profit agencies to secure funding from the Florida Housing Finance Corporation through its SHIP program to produce affordable units, and to assist public service agencies who provide services to homeless persons with funding of its operating assistance.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City previously utilized ESG funds to primarily fund homelessness prevention and rapid re-housing activities. The City will spend a minimum of 40% of ESG funds on prevention or re-housing activities, serving individuals and families.

The City’s Homeless Manager coordinates with the Juvenile Welfare Board (JWB) Family Service Initiative, which provides a range of prevention assistance to families/children (may include very-short term shelter and case management to remain in secure housing). The City funds 2-1-1 Tampa Bay Cares staff maintain and training agencies on the TBIN system. Additionally, Pinellas County is providing partial funding for the Homeless Leadership Board’s Directors’ position over the next year.

The Continuum of Care is exploring strategies and potential initiatives to shorten the period of time families are experiencing homelessness. The Pinellas County Human Services Department’s Family Housing Assistance Program (FHAP) will address the housing needs of homeless individuals and families with children.

The Continuum of Care will begin using the HMIS to formally monitor clients who have been assisted who returns to homelessness from permanent housing (Rapid Re-Housing, Permanent Supportive Housing, PH). This process will be the monitoring base of the System Quality Improvement Committee performance outcome monitoring/evaluation system used to set goals and measure performance for the Continuum. The HLB and HMIS staff meets monthly to review performance and identify a baseline for returns to homelessness from permanent housing. Continual monitoring/tracking of families/individuals who return to homelessness will evaluate the measures taken to reduce the chance of return. The most critical steps now for the Continuum to assist families/individuals are enrollment in cash/non-cash mainstream resources prior to exit and ongoing case management/contact with the person/family; this is
in place for many PH/PSH programs but not for family rapid re-housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Homeless prevention activities planned for 2017/18 include information outreach (affordable housing and fair housing rights), pre-purchase and post-purchase counseling, housing services, and eviction/foreclosure prevention. The City will use its ESG allocation for providing short-term rental assistance for individuals/families that are at risk of becoming homeless or to house families that are currently homeless. The City will continue to provide 2-1-1 Tampa Bay Cares operating support to the Tampa Bay Information Network.

The City will continue to monitor the availability of additional Federal funds that may become available to address homeless and homeless prevention activities. The City will coordinate these activities with other agencies within the City to ensure that eligible recipients are not moving needlessly in order to access the funding.
## AP-70 HOPWA Goals— 91.220 (l)(3)

One year goals for the number of households to be provided housing through the use of HOPWA for:

<table>
<thead>
<tr>
<th>Description</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family</td>
<td>0</td>
</tr>
<tr>
<td>Tenant-based rental assistance</td>
<td>0</td>
</tr>
<tr>
<td>Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds</td>
<td>0</td>
</tr>
<tr>
<td>Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Annual Action Plan
2017

OMB Control No: 2506-0117 (exp. 06/30/2018)
AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City continues to work to eliminate barriers that limit the preservation and/or production of affordable owner and rental housing for residents in the City. Based on 2010 Census date, the City has a significant shortage of both affordable owner and rental housing. Although the current purchase price of homes remain low and interest rates are low, purchase prices are beginning to increase. This combined with tighter credit restrictions and greater down-payment requirements keeps homeownership from being attainable.

The average rental apartment housing in St. Petersburg is not affordable to very-low, or low-income households. Data from the National Low Income Housing Coalition indicates that it takes a household income of $38,360 to afford a two-bedroom rental unit at Fair Market Value. It would take a three person minimum wage household to be able to afford the rental payments.

The City is sensitive to the effects that public policies have on the cost of housing, or serve to impede development, maintenance or improvement of affordable housing. Although some of the barriers to the cost of producing affordable housing are beyond the control of local government, it is hoped that City policies do not create more barriers. The City works to establish positive marketing strategies and program criteria increasing housing choices for households with limited incomes, to provide to provide choice in assisted housing units, and to improve the physical quality of existing affordable housing units. It has adopted and implemented policies to provide affordable housing throughout the City, providing all residents with safe, quality and affordable housing, as a priority, in cooperation with public and private partners.

Although some of the barriers to affordable housing are beyond the control of local government, it is hoped that City policies do not create more barriers. The City works to establish positive marketing strategies and program criteria increasing housing choices for households with limited incomes, and to improve the physical quality of existing affordable housing units.

Local policies may hinder the development or increase the cost to produce affordable housing. These include zoning regulations, building inspection codes and housing codes. The City has a responsibility to protect the health and safety of its property owners and renters, however, that these standards may increase the cost of operating, rehabilitating or developing affordable housing and rental properties. Transportation, and public policies relating to it can also prove to be a barrier to affordable housing. Lack of public transportation routes to specific parts of the city and suburbs serves as a barrier in affecting demand for affordable housing in these areas. Since 2000, the City’s receipt of entitlement federal funding for affordable housing has decreased. In spite of this decrease at the entitlement level, the City has worked to increase local commitment by leveraging its federal and state funding with funding brought to the table to fund significant developments by developers who secure low income housing tax credits (LIHTC).
Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City receives SHIP funding from the State of Florida for use in implementing partnerships to produce and preserve affordable housing. The program is administered by the Florida Housing Finance Corporation (FHFC) statewide. All local governments receiving SHIP funds must have appointed an Affordable Housing Advisory Committee (AHAC) in accordance with Florida Statute 420.9076. Every three years (trianally) the AHAC is asked to review at a minimum, the eleven incentive strategies listed in F.S. 420.9076 and recommended and additional incentive strategies identified by the committee, and submit an incentive summary report to City Council. City Council is required to consider the recommendations for possible amendment to the SHIP Local Housing Assistant Plan (LHAP). The AHAC last met during the months of January through April 2015 to review the City’s land development regulations and the eleven incentives which the state requires all local governments to review.

The AHAC developed 14 affordable housing incentives that were approved by City Council and forwarded to the Florida Housing Finance Corporation for approval.

Additionally, to assist in reducing barriers to affordable housing, the City continues to implement various programs targeted towards low- and moderate-income households. The City brought homes up to code through its housing rehabilitation program strategies, and reduced lead-based paint hazards. The City also provided purchase assistance to households who wanted to move from renter to homeowner. These programs assist in eliminating barriers to affordable housing by providing economic opportunities and minimizing overall housing expenses. The City also partnered with Pinellas County and had its Analysis of Impediments to Fair Housing, now called “Assessment of Fair Housing”. Meetings will be held beginning in January 2018 to begin preparation for a new three year Housing Assistance Plan and Incentive Strategies.

The City has allocated in excess of $1.2 million for Housing Rehabilitation and $500,000 for Purchase Assistance during the 2017/18 program year. The City’s programs are designed to make living in the city viable and affordable for low, and moderate-income households.

SPHA also participates in the provision of low to moderate income assistance by providing housing units and vouchers to low income households to obtain affordable housing.

Discussion:

The most significant barrier continues to be the lack of financial resources to address affordable housing. The City realized a continued reduction in HOME and SHIP funding during the past several years to address affordable housing. Funding from HOME decreased approximately 70 percent, while at certain fiscal years during this time, SHIP funding was eliminated or reduced from $2.3 million to $200,000. However, the State allocated $1.1 million in SHIP funding to the City in 2014 and $1.2 million in 2015, and $1.6 million in 2016. However, funding levels remain at approximately 50 percent of what the City received in allocations prior to the downturn in funding.
AP-85 Other Actions – 91.220(k)

Introduction:

Discussed below are the actions planned to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies in the City during the next program year.

Actions planned to address obstacles to meeting underserved needs

The City will address many of its underserved needs during FY 2017/18 through its ongoing receipt of formula allocations from HUD to fund its affordable housing programs. The preservation and production of large multi-family units, and units for extremely low-income, very low-income, low-income and moderate-income households will be accomplished through the various homeowner, homebuyer, and multi-family and new housing programs implemented by the City with HOME and SHIP funding. The City will also use funding from its NSP Program to continue to construct new housing units, and funding from its Housing Trust Fund Program to assist with leveraging low income tax credits (LIHTC) funding to construct affordable multi-family rental housing and to provide housing counseling.

Actions planned to foster and maintain affordable housing

Affordable housing is a challenge faced nationwide. It is important for a community to foster and maintain affordable housing to keep the housing market balanced and fair. The City is committed to furthering fair housing efforts and dedicated to maintaining affordable housing. During 2017, the City participated in the conduct of an Analysis of Impediment to Fair Housing (AI) in accordance with HUD regulations, which includes a comprehensive review of administrative policies and zoning ordinances to ensure they do not interfere with affordable housing efforts.

The City uses HOME, SHIP, and Local Housing Trust Funds to implement various strategies/programs to assist with maintaining affordable housing, including creating homeownership opportunities, bringing homes up to code through housing rehabilitation efforts, and reducing lead based-paint hazards. The City listed several performance measures in its Consolidated Plan that are specifically related to the provision of affordable housing. These Include:

- Affordability for the purpose of provision of decent housing;
- Availability/Accessibility for the purpose of enhancement of the living environment and quality of life;
- Sustainability for the purpose of provision of decent housing; and
- Assist Special Needs Populations including renters with severe cost burdens, the homeless, and the elderly.

The Annual Action Plan demonstrate further efforts in progressing with the provision of decent housing for special needs populations, including the homeless, elderly and homeowners with severe cost burden.
by:

- Supporting social service organizations that provide temporary housing, transitional housing and counseling services to the homeless populations and to those at risk of becoming homeless;
- Providing funding for housing rehabilitation and homeownership activities; and
- Supporting social/public service organizations to help make their services to low-income families more affordable and manageable by reducing the cost burden.

**Actions planned to reduce lead-based paint hazards**

See Lead Based Paint Strategy SP-65.

**Actions planned to reduce the number of poverty-level families**

The City believes that the activities/strategies outlined in the Anti-Poverty Strategy in SP-70, are interrelated and impact, reinforce and contribute to each of other to achieve the common goal of a viable, progressive community. The health of the City, its special needs populations and the city at large cannot be artificially separated as they are an integral part of the whole. The improvement of any part of the City contributes to betterment of the entire City. The City believes that the implementation of the South St. Petersburg Redevelopment Plan will contribute substantially to housing, economic development, and general neighborhood revitalization activities as outlined in the Consolidated Plan in SP-70.

The City is committed to eliminating the effects of poverty among its residents, and recognizes that it may not be possible to end poverty entirely, but is dedicated to better understand its causes and find ways to reverse the cycle of deprivation.

The City provides housing rehabilitation to assist low- to moderate-income families afford to remain in their homes.

**Actions planned to develop institutional structure**

Continue employee training and development in CDBG, HOME, ESG and Fair Housing Programs for all housing staff.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City's Consolidated Plan and Annual Action Plan will be implemented through a combination of public, private and non-profit organizations, many of which participate in the Citizen Participation process.
Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City plans to use twenty percent (20%) of the total available CDBG funds for planning and administrative costs. The City plans to use the remaining CDBG funds on activities that will benefit low- and moderate-income persons/families, or to include area benefit activities. The City will calculate the overall low- and moderate-income during the one year implementation of the Annual Action Plan.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 50,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee’s strategic plan. 0
3. The amount of surplus funds from urban renewal settlements 0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan 0
5. The amount of income from float-funded activities 0

Total Program Income: 50,000

Other CDBG Requirements

1. The amount of urgent need activities 0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%
HOME Investment Partnership Program (HOME)  
Reference 24 CFR 91.220(1)(2)  

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:  

   The City does not use HOME dollars for other forms of investment beyond those identified in Section 92.205.  

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:  

   Recapture – It is likely the majority of purchasers buying properties with HOME funds will receive direct purchase assistance. In instances where purchasers receive direct assistance a note and mortgage will be placed against the property with repayment due at the time of sale or maturity of the 1st mortgage. No resale provision will apply. Affordability period will be based on the amount of direct assistance received by the buyer.  

   Resale – resale will comply with federal requirements, ensuring the initial purchaser with a fair return on their initial investment. To determine fair return on investment, the City will measure the percentage of change in median sales prices and the percentage of change in the Consumer Price Index over a period of ownership to be added to the original down payment and the costs of City permitted improvements made by the owner based upon the stated building permit value.  

   The City uses the Recapture provision in all HOME mortgages and liens. Assistance is provided as a soft second, deferred payment, zero interest loan. The 30 year lien document includes a separate HOME affordability period requirement and HUD recapture language and formula.  

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:  

   The recapture provision requires repayment upon sale, refinance for cash out or if the unit assisted is no longer the homeowner’s primary residence. If the homeowner defaults on the loan voluntarily or by operation of law, including but not limited to: death of surviving mortgage holder or foreclosure, the minimum HOME affordability will prevail. Under these circumstances, the HOME investment amount will be recaptured from net proceeds.  

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:  

   The City does not use HOME funds to refinance existing debt.
Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

During FY 2017/18, the City will use ESG funding to address the following ESG eligible components: homelessness prevention, rapid re-housing, and assist subrecipient agencies with operations. The City will contract with subrecipient agencies to provide homelessness prevention and rapid re-housing activities, and subrecipients operating assistance. Coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, and other homeless assistance providers will maximize the use of ESG funding and ensure that there is a centralized effort to reach families in need.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Continuum of Care is in the process of developing a coordinated access/assessment system. The Family Coordinated Access/Assessment system is in the final design stage and will be fully implemented in the next few months. Parts of the system, operators and homeless navigators are already in place and functioning. The system builds on the Juvenile Welfare Board Children’s Services Council’s existing system for families with children seeking services who were not homeless. The addition of homeless/at-risk families to the development system, allows families with all types of needs to access the services in one process. Families may call 2-1-1 when looking for help; if they are homeless or about to become homeless they are directed to triage staff experienced in homeless issues and the Pinellas homeless system of services.

An initial screening/preliminary assessment on the phone is used to identify those families that are suitable for prevention or diversion of services, and the families that are suitable for prevention or diversion services, and the families are directed to those services. Homeless families that require more assistance are connected with a navigator for a more detailed assessment and services; if they are literally homeless and the shelters are full, the families are eligible for up to 30 days’ stay in a hotel, paid for by the FWB Family Services Initiative. Families with more serious issues identified during the assessment are referred to the homeless services system for emergency, transitional, rapid re-housing, or permanent supported housing. The homeless triage and navigator staff are funded by JWB Children’s Services Council. The Task Group designing this process includes family services providers, JWB and 2-1-1 staff, ESG staff from Pinellas County and the City, three public housing agencies, and others.

The Coordinated Access/Assessment system for individuals is under development, although it is not as far along as the system for families with children. The task force to develop it is in place and has done preliminary work of researching successful systems in the country; it is focusing now on how to create a local system that has multiple points of access, as it is difficult for homeless persons in the City to get to one or two locations. This system may also use 2-1-1 as the initial point of contact, but that has not yet been decided.
3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City accepts applications from non-profit subrecipients during the City’s Consolidated/Annual Plan application process for the provision of rental assistance to persons/households who are homeless or at risk of becoming homeless. The Housing and Community Development Department provides the necessary training to the selected providers to insure that the requirements of the ESG program are met. ESG funding is available on a first-come first qualified pool to the selected agencies. The agencies process applications and once complete, a file is submitted to the Housing and Community Development Department for final approval and reimbursement to the agency.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City is unable to meet the requirement of 576.405(a) as the Board is comprised of elected officials. However, through coordination efforts with the local Continuum of Care provider, the Homeless Leadership Board, will receive input from homeless or previously homeless individuals, as they are part of the Continuum process. Throughout the development of a homeless and homelessness prevention program, input was provided by the Continuum in the establishment of the policies.

5. Describe performance standards for evaluating ESG.

The subrecipients selected to administer the City’s Homelessness Prevention and Rapid Re-housing Program are monitored annually to insure that program and ESG guidelines are being followed. In addition, before reimbursement can be made, verification will be required including certification of homelessness, securing of lease documents, and income calculations, as well as cancelled checks and invoices. Specific performance agreements are executed each fiscal year with the selected subrecipients that require quarterly reimbursement requests and timely expenditure of funds. Subrecipients receiving funding under all components of the ESG Program are contractually obligated to either provide the City with information or enter into the TBIN system on all people served and all assistance provided with ESG funding.

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(I)(5)

1. Distribution of Funds

a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

b. Describe the jurisdiction’s application requirements for eligible recipients to apply for HTF funds.

Annual Action Plan
2017

OMB Control No: 2506-0117 (exp. 06/30/2018)
c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

d. Describe the jurisdiction’s required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

e. Describe the jurisdiction’s required priority for funding based on the applicant’s ability to obligate HTF funds and undertake eligible activities in a timely manner.

f. Describe the jurisdiction’s required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

g. Describe the jurisdiction’s required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction’s required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction’s required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction’s required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction’s application require the applicant to include a description of the eligible activities to be conducted with HTF funds?
3. Does the jurisdiction’s application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. **Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction’s goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. **Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction’s description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter “N/A”.

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

6. **Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter “N/A”.

7. **HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter “N/A”.

8. **Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter “N/A.”

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. **Refinancing of Existing Debt.** Enter or attach the jurisdiction’s refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing.
project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter “N/A.”
Application for Federal Assistance SF-424

1. Type of Submission:
   - [ ] Preapplication
   - [x] Application
   - [ ] Changed/Corrected Application

2. Type of Application:
   - [x] New
   - [ ] Continuation
   - [ ] Revision
   - [ ] Other (Specify):

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

   a. Legal Name: City of St. Petersburg, Florida

   b. Employer/Taxpayer Identification Number (EIN/TIN):

   c. Organizational DUNS:

   d. Address:

   Street1: 175 5th Street North
   Street2: One 4th Street North, 3rd Floor
   City: St. Petersburg
   County/Parish: Pinellas
   State: FL: Florida
   Province:
   Country: USA: UNITED STATES
   Zip / Postal Code: 33701

   e. Organizational Unit:

   Department Name: Housing and Community Development
   Division Name:

   f. Name and contact information of person to be contacted on matters involving this application:

   Prefix: Mr.
   * First Name: Joshua
   Name: A.
   * Last Name: Johnson
   Suffix:

   Title: Director

   Organizational Affiliation:

   * Telephone Number: 727-892-5585
   Fax Number: 727-892-5397
   * Email: joshua.johnson@stpete.org
**Application for Federal Assistance SF-424**

<table>
<thead>
<tr>
<th><strong>9. Type of Applicant 1: Select Applicant Type:</strong></th>
</tr>
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<tbody>
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<td>C: City or Township Government</td>
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<tr>
<td>Type of Applicant 2: Select Applicant Type:</td>
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<td>Type of Applicant 3: Select Applicant Type:</td>
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<td>* Other (specify):</td>
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| **10. Name of Federal Agency:**                  |
| U.S. Department of Housing and Urban Development |

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<th><strong>11. Catalog of Federal Domestic Assistance Number:</strong></th>
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<td>14.218</td>
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<tr>
<th><strong>CFDA Title:</strong></th>
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| **12. Funding Opportunity Number:**                   |
|                                                      |

| **13. Competition Identification Number:**           |
|                                                      |

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Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant  FL-14
   * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date: 10/01/2017
   * b. End Date: 09/30/2018

18. Estimated Funding ($):
   * a. Federal  682,978.00
   * b. Applicant
   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL  682,978.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   □ a. This application was made available to the State under the Executive Order 12372 Process for review on
   □ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   □ c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   □ Yes  □ No
   If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)
   □ ** I AGREE
   ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:  Mr.  * First Name: Gary
Middle Name:  G.
* Last Name: Cornwell
Suffix:
* Title: City Administrator

* Telephone Number: 727-892-5585  Fax Number: 727-892-5397
* Email: joshua.johnson@stpete.org

* Signature of Authorized Representative:  * Date Signed:
**Application for Federal Assistance SF-424**

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<thead>
<tr>
<th>Field</th>
<th>Information</th>
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<td><strong>2. Type of Application</strong></td>
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<td>If Revision, select appropriate letter(s):</td>
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<td>3. Date Received</td>
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<td>8. APPLICANT INFORMATION:</td>
<td></td>
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<tr>
<td>a. Legal Name:</td>
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</tr>
<tr>
<td>b. Employer/Taxpayer Identification Number (EIN/TIN):</td>
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</tr>
<tr>
<td>c. Organizational DUNS:</td>
<td>16-7525885</td>
</tr>
<tr>
<td>d. Address:</td>
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<tr>
<td>Street1:</td>
<td>175 5th Street North</td>
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<tr>
<td>County/Parish:</td>
<td>Pinellas</td>
</tr>
<tr>
<td>State:</td>
<td>FL: Florida</td>
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<tr>
<td>Province:</td>
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<td>e. Organizational Unit:</td>
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<tr>
<td>Department Name:</td>
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<td></td>
</tr>
<tr>
<td>Prefix:</td>
<td>Mr.</td>
</tr>
<tr>
<td>* First Name:</td>
<td>Joshua</td>
</tr>
<tr>
<td>Middle Name:</td>
<td>A.</td>
</tr>
<tr>
<td>* Last Name:</td>
<td>Johnson</td>
</tr>
<tr>
<td>Suffix:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td>Director</td>
</tr>
<tr>
<td>Organizational Affiliation:</td>
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<tr>
<td>* Telephone Number:</td>
<td>727-892-5585</td>
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<td>Fax Number:</td>
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<tr>
<td>* Email:</td>
<td><a href="mailto:joshua.johnson@stpete.org">joshua.johnson@stpete.org</a></td>
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Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:
   C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:
   U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
   14.218

   CFDA Title:
   Community Development Block Grant

12. Funding Opportunity Number:

   * Title:

13. Competition Identification Number:

   Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):
   LowMod Census Tracts HED-063a.pdf
   Add Attachment  Delete Attachment  View Attachment

15. Descriptive Title of Applicant's Project:
   Funding to address housing, community and economic development and public service needs.

Attach supporting documents as specified in agency instructions.
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**Application for Federal Assistance SF-424**

16. Congressional Districts Of:

<p>| | |</p>
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<td>FL-14</td>
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<td>* b. Program/Project</td>
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Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

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<tr>
<td>* a. Start Date:</td>
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18. Estimated Funding ($):

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**2. Type of Application:**
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* * c. Organizational DUNS: **16-7525985**

* d. Address: 
  - Street1: **175 5th Street North**
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  - City: **St. Petersburg**
  - County/Parish: **Pinellas**
  - State: **FL: Florida**
  - Province: 
  - Country: **USA: UNITED STATES**
  - Zip / Postal Code: **13701**

* e. Organizational Unit: 
  - Department Name: **Housing and Community Development**
  - Division Name: 

* f. Name and contact information of person to be contacted on matters involving this application:
  - Prefix: **Mr.**
  - * First Name: **Joshua**
  - Middle Name: **A.**
  - * Last Name: **Johnson**
  - Suffix: 
  - Title: **Director**
  - Organizational Affiliation: 

* Telephone Number: **727-892-5585**
  - Fax Number: **727-892-5397**

* Email: **joshua.johnson@stpete.org**
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**Application for Federal Assistance SF-424**

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- a. Start Date: 10/01/2017
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18. Estimated Funding ($):

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**Authorized Representative:**

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<td>G.</td>
<td>Cornwell</td>
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<td>City Administrator</td>
<td>Fax Number: 727-892-5397</td>
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<tr>
<th>Email:</th>
<th>* Signature of Authorized Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:joshua.johnson@stpete.org">joshua.johnson@stpete.org</a></td>
<td>* Date Signed:</td>
</tr>
</tbody>
</table>

* Complete and signed by appropriate party.
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official Date
Gary G. Cornwell, PhD
City Administrator
Title
Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2017 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official
Gary G. Cornwell, PhD

City Administrator
Title

Date
OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

N/A
Signature of Authorized Official Date

Title
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official
Gary G. Cornwell, PhD

Date

City Administrator
Title
Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.
Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official
Gary G. Cornwell, PhD

City Administrator
Title

Date
Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

N/A

Signature of Authorized Official  Date

Title
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The purpose of this notice is to provide a summary of the City of St. Petersburg’s proposed Annual Action Plan (Plan) for FY 2017/18 and to inform all interested parties about opportunities to review and comment on the proposed plan.

This Notice will be available for public review and comment at the following locations: Pinellas County Administration Center, 300 Central Avenue, St. Petersburg, Florida 33701 until July 24, 2017. On August 3, 2017 beginning on or about 9:00 AM, City Council will hold a public hearing at City Hall (175 Fifth Street North) to receive comments on the Plan and Amendment. Interested parties are invited to attend.

The City of St. Petersburg (City) anticipates receiving federal funding in FY 2017/18 under the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs. The City also anticipates receiving funding through other programs such as the Housing Choice Voucher (HCVP), the Home Investment Partnership (CHIP), the Homeownership Assistance Program (HAP), and the Choice Neighborhoods Program (CHDO). It is estimated that $355,000 in program income will be generated. In addition, by way of this notice, the City is amending its 2014/15, 2015/16, and 2016/17 Plans to decrease funding in the amount of $251,308.64 from the Rental Rehabilitation project funded by the Community Development Block Grant (CDBG), and combining with undesignated funds in the amount of $126,224.79, the City will appropriate $377,238.31 to various 2017/18 CDBG projects as identified below. The City will also allocate $25,000 from the City’s Housing Capital Project Fund (HCPF) balance and $421,878 from the General Fund (GF). It is also estimated that $435,000 in program income will be generated. The priority needs to be addressed and the projects to be funded from the above resources are as follows.

**PRIORITY NEED: ASSIST WITH AFFORDABLE HOUSING FOR HOUSEHOLDS WITH INCOMES AT OR BELOW 120% OF AREA MEDIAN INCOME.**

- **Pinellas Opportunity Council:** CDBG $30,522
  - Provide funding to update HVAC system(s) at 901 7th Avenue South where agency will provide services to 120 persons.

- **Boley Centers Safe Haven:** CDBG $60,000
  - Provide funding to develop a home on an NSP lot to be sold to first-time homebuyer training/counseling/education, down payment/closing cost assistance, and operate the facility.

- **Westcare - Transient Housing:** CDBG $26,997
  - Provide funding to replace fencing and playground safe surface at 3025-3101 76th Way North, providing housing for 16 persons.

- **Westcare - Turning Point:** CDBG $15,522
  - Provide funding for night shelter staff salary and benefits at 401 15th Street North, providing shelter to 288 persons during the fiscal year.

**PRIORITY NEED: PROVIDE PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS.**

- **Carter G. Woodson Museum:** CDBG $266,447.42
  - Provide funding to rehabilitate museum at 2240 9th Avenue South, which is located in the City’s approved National Register of Historic Places.

- **YMCA of Greater St. Petersburg:** CDBG $10,402
  - Provide funding for educational programs in the City’s housing programs.

**PRIORITY NEED: PROVIDE HOMELESSNESS PREVENTION AND HOUSING SUPPORTIVE SERVICES TO HOMELESS AND SPECIAL NEEDS.**

- **Rental Assistance Program:** SHP $75,000 / ESG $50,000
  - Provide assistance to households who are very low income to rapidly re-house them in permanent housing. Costs to include security and utility deposits and up to 6 months’ rental assistance. Anticipate providing assistance to 25 households.

- **Boley Centers Safe Haven:** CDBG $60,000
  - Match for operating expenses of a safe haven for 25 homeless persons located at 555 31st Street South.

- **Boley Centers Tenant-Based Rental Assistance (TBRA) Program:** HOME $200,000 / ESG $100,000
  - Matching funds of up to $10,000 for Developer/Sponsor to construct a new home to be occupied by income-eligible first-time homebuyers. An estimated 35 homebuyers city-wide.

- **Bright Community Trust:** HOME $165,000
  - Provide funds to develop a home on an NSF lot to be sold to first-time homebuyer at or below 80% of AMI.

A copy of the proposed Annual Action Plan will be available for review at the following locations:

- City Hall Action Center: 175 Fifth Street North
- Main Library: 3745 Ninth Avenue North
- Westside Branch: 8700 8th Avenue South
- Johnson Branch: 1059 16th Avenue South
- Mirror Lake Branch: 280 Fifth Street North
- North Branch: 861 70th Avenue North
- South Branch: 2300 Roy Hanna Drive South
- City’s Website: [http://www.stpete.org/housing/documents.php](http://www.stpete.org/housing/documents.php)

Comments on the draft Plan and Amendment may be submitted in writing to the City's Housing and Community Development Department, P.O. Box 2842, St. Petersburg, Florida 33731 until July 24, 2017. On August 3, 2017 beginning on or about 9:00 AM, City Council will hold a public hearing at City Hall (175 Fifth Street North) to receive comments on the Plan and Amendment. Interested parties are invited to attend.

For any non-English speaking citizen who may require interpretation, an interpreter may be provided upon request. Persons with disabilities requiring reasonable accommodations under the Americans with Disabilities Act of 1990, please contact the City Clerk, (727) 893-7202, or call our TDD number (727) 892-5259, at least 24 hours prior to the proceedings.
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Approved Projects</th>
<th>Budget Items/Description</th>
<th>CDBG</th>
<th>HOME</th>
<th>ESQ</th>
<th>SHIP</th>
<th>HCIP</th>
<th>GEN FUND</th>
<th>Budget Total</th>
<th>FY 2016/17 Carry Over</th>
<th>Source</th>
<th>Total Funds Available</th>
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<tbody>
<tr>
<td>Housing Programs</td>
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<td>1</td>
<td>Housing Rehabilitation Program: S/F, G/O, &lt;120% AMI</td>
<td>6 loans @ $50,000 ea / 25 loans @ $10,000 ea</td>
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<td>246,181</td>
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<td>Barrier Free/Special Needs Program: S/F, G/O, &lt;120% MFI</td>
<td>6 grants @ $3,000 ea / 3 loans @ $15,000 ea, 6 loans @ $5,000 ea</td>
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<td>71,500</td>
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<td>Purchase Assistance (with or without minor repairs): S/F, H/B, &lt;120% MFI</td>
<td>35 loans between $6,000 and $16,000 ea</td>
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<td>370,000</td>
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<td>520,000</td>
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<td>4</td>
<td>Multi-Family Housing Development Program</td>
<td>Projects recommended for consideration by project review team</td>
<td></td>
<td>165,000</td>
<td>171,000</td>
<td>336,000</td>
<td>314,000</td>
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<td>5</td>
<td>Single-Family New Construction to Assist Developers/Sponsors with Matching Funds</td>
<td>Matching funds up to $10,000 for Developer/Sponsor to construct a new home to be occupied by income eligible first-time homeowners</td>
<td>10 H</td>
<td>100,000</td>
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<tr>
<td>6</td>
<td>Single-Family Owner-Occupied Rehabilitation Assistance Loan to Single-Family Homeowners</td>
<td>Provide funding to assist the elderly with house cleaning and yard work</td>
<td></td>
<td>30,522</td>
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<td>7</td>
<td>Rental Rehabilitation Program: M/F, &lt;60%, MFI</td>
<td>Up to $20,000/Unit, maximum of $50,000/development</td>
<td>0</td>
<td>60,000</td>
<td>CDBG</td>
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<td>Construction Warranty Program: S/F, &lt;120% MFI</td>
<td>Warranty items not resolved by contractors</td>
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<td>15,000</td>
<td>HCIP</td>
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<td>9</td>
<td>Developer/Investor Recycling program</td>
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<td>28,000</td>
<td>CDBG</td>
<td>28,000</td>
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<td>10</td>
<td>Lead-Based Paint Testing/Abatement</td>
<td>Initial costs captured by CHDs and transferred eligible projects upon completion</td>
<td></td>
<td>10,000</td>
<td>HCIP</td>
<td>10,000</td>
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<td>11</td>
<td>Homeownership Counseling / Foreclosure Prevention Counseling</td>
<td>Reimbursement to agencies for educational services and foreclosure prevention/Intervention</td>
<td></td>
<td>90,000</td>
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<tr>
<td>12</td>
<td>Community Development Housing Organizations (CHDO) - Bright Community Trust</td>
<td>Develop homes on NSP lots and other vacant land to be sold to first-time homebuyers at or below 80% of AMI</td>
<td></td>
<td>160,000</td>
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<td>160,000</td>
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<td>HOME</td>
<td>330,000</td>
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<td>13</td>
<td>Community Development Housing Organizations (CHDO) - NHS and MFH (proceeds account only)</td>
<td>Neighborhood Home Solutions maintain their CHDO proceeds account</td>
<td>0</td>
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<td>14</td>
<td>Habitat for Humanity</td>
<td>Homeowner repair program, 3 loans, &lt; 80% MFI, southside CRA</td>
<td>3 H</td>
<td>30,000</td>
<td>15,000</td>
<td>CDBG</td>
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<td>15</td>
<td>Habitat for Humanity</td>
<td>Acquisition of abandoned, blighted, dilapidated houses or vacant land and replace with new to be sold to low income households, &lt;80% MFI</td>
<td>3 H</td>
<td>45,000</td>
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<td>HOME</td>
<td>90,000</td>
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<td>Sub Total - Housing Programs</td>
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<td>17</td>
<td>211 Tampa Bay Cares - TBIN</td>
<td>Operating support for the TBIN Information Network</td>
<td></td>
<td>20,522</td>
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<td>18</td>
<td>211 Tampa Bay Cares - rental assistance</td>
<td>Up to 6 months assistance to rapidly re-house the homeless at an average of $5,000/household: Provide security/utility deposits and rent payment(s) to households under 30% AMI</td>
<td>25 H</td>
<td>50,000</td>
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<td>19</td>
<td>Boley Centers - Safe Haven</td>
<td>Provide match for operating expenses for safe haven at 555 31st Street South</td>
<td>25 P</td>
<td>60,000</td>
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<td>20</td>
<td>Boley Centers - TBIR</td>
<td>Provide funding for rental vouchers for homeless persons</td>
<td>25 P</td>
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<td>200,000</td>
<td>HOME</td>
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<td>21</td>
<td>Brookwood</td>
<td>Provide funding to upgrade HVAC system at 901 7th Avenue South</td>
<td>120 P</td>
<td>17,960</td>
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<td>22</td>
<td>Catholic Charities - Pinellas HOPE</td>
<td>Operating support for homeless services</td>
<td>605 P</td>
<td>25,522</td>
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<tr>
<td>23</td>
<td>Catholic Charities - rental assistance</td>
<td>Provide rental assistance (up to 3 months) to households at risk of becoming homeless</td>
<td>20 H</td>
<td>39,761</td>
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<td>24</td>
<td>Community Action Stops Abuse (CASA)</td>
<td>Operating support for emergency shelter at a confidential location</td>
<td>280 H</td>
<td>6,522</td>
<td>19,760</td>
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<tr>
<td>25</td>
<td>James B. Sanderlin Family Service Center</td>
<td>Provide funding to stucco and paint the exterior of the facility at 2235 22nd Avenue South</td>
<td></td>
<td>115,000</td>
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<tr>
<td>26</td>
<td>New Frontier</td>
<td>Provide operating support (5.52%) for facility and funds replace the HVAC, interior/exterior painting and resurfacing parking lot ($28,997) at 440 12th Avenue South</td>
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<td>35,709</td>
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<tr>
<td>27</td>
<td>PARC</td>
<td>Provide funding to replace fencing and replacement of playground safe surface at 3025-3101 7th Way North</td>
<td>16 P</td>
<td>35,000</td>
<td></td>
<td></td>
<td>35,000</td>
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</tr>
<tr>
<td>28</td>
<td>PARC</td>
<td>Provide funding to replace 2 parking lots, replacement of playground equipment, and security camera upgrades at 3100 37th Street North</td>
<td>48 P</td>
<td>83,000</td>
<td></td>
<td></td>
<td>83,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Pinellas Opportunity Council</td>
<td>Provide funding to assist the elderly with house cleaning and yard work</td>
<td>40 P</td>
<td>30,522</td>
<td></td>
<td></td>
<td>30,522</td>
<td></td>
<td></td>
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<tr>
<td>Line No.</td>
<td>Approved Projects</td>
<td>Budget Basis/Description</td>
<td>G</td>
<td>L</td>
<td>P</td>
<td>H**</td>
<td>CDBG</td>
<td>HOME</td>
<td>ESG</td>
<td>SHIP</td>
<td>HCIP</td>
<td>GEN FUND</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>30</td>
<td>Police Athletic League</td>
<td>Provide funding to replace the HVAC and ceiling tiles, replace water fountains, interior/exterior door replacement and renovate staff/volunteer restroom at 820 20th Street South</td>
<td>54 H</td>
<td>238,764</td>
<td></td>
<td></td>
<td></td>
<td>238,764</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>St. Vincent DePaul - shelter</td>
<td>Provide funding to pay night shelter staff salary and benefits at 401 15th Street North</td>
<td>625 P</td>
<td>50,527</td>
<td></td>
<td></td>
<td></td>
<td>60,283</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Westcare-Transitional Housing</td>
<td>Provide funding for elevator repairs/maintenance ($26,310) and operating support ($23,388) at 1735 Dr ML King Jr. Street South</td>
<td>288 P</td>
<td>41,832</td>
<td></td>
<td></td>
<td></td>
<td>69,510</td>
<td></td>
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</tr>
<tr>
<td>33</td>
<td>Westcare-Turning Point</td>
<td>Operating support for an inebriate receiving center at 1801 5th Avenue North</td>
<td>475 P</td>
<td>15,522</td>
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<td></td>
<td></td>
<td>22,283</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>34</td>
<td>YMCA</td>
<td>Operating support for educational programs after school and summer in tutorial to youth at 651 43rd Street South</td>
<td>19 H</td>
<td>10,402</td>
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<td></td>
<td></td>
<td>10,402</td>
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<tr>
<td>35</td>
<td>Sub Total - Subrecipient Projects</td>
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<td>787,609</td>
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<td></td>
<td></td>
<td>200,000</td>
<td></td>
<td></td>
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<td>1,196,419</td>
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<tr>
<td>36</td>
<td>City Public Facility and Infrastructure Improvements</td>
<td></td>
<td>266,447</td>
<td></td>
<td></td>
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<td>266,447</td>
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<td></td>
<td>266,447</td>
</tr>
<tr>
<td>37</td>
<td>CHDO Operations - homeless Affordable Living</td>
<td>Operating support for the City's CHDO (PAL)</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
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<td>25,000</td>
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<tr>
<td>38</td>
<td>Administration</td>
<td>General administrative and Planning Costs</td>
<td>338,104</td>
<td>13,670</td>
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<td></td>
<td></td>
<td>421,878</td>
<td></td>
<td></td>
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<tr>
<td>39</td>
<td>TRIA Voucher Program Administration</td>
<td>Administrative costs for voucher program - Baby Centers</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
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<tr>
<td>40</td>
<td>Legal Administration</td>
<td>Administrative funding of a legal staff person to resolve departmental legal action cases</td>
<td>340,000</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td>390,000</td>
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<tr>
<td>41</td>
<td>Program Delivery Costs</td>
<td>Operating expenses to implement the City's Housing Programs</td>
<td>25,000</td>
<td></td>
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<td></td>
<td>25,000</td>
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</tr>
<tr>
<td>42</td>
<td>Section 108 Loan Repayment</td>
<td>Payment on a bond obligation that repaid the City's $4 million Section 108 loan</td>
<td>237,598</td>
<td></td>
<td></td>
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<td>237,598</td>
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<tr>
<td>43</td>
<td>Sub Total - Support Services</td>
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<td>973,702</td>
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<td></td>
<td>973,702</td>
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<tr>
<td>44</td>
<td>Total All Projects/Support Services</td>
<td></td>
<td>2,057,759</td>
<td></td>
<td></td>
<td></td>
<td>2,057,759</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Sources</td>
<td></td>
<td>1,630,521</td>
<td>144,659</td>
<td></td>
<td></td>
<td></td>
<td>1,714,604</td>
<td></td>
<td></td>
<td></td>
<td>3,518,978</td>
</tr>
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<td>46</td>
<td>Grant Revenue</td>
<td></td>
<td>1,630,521</td>
<td>144,659</td>
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<td></td>
<td>1,714,604</td>
<td></td>
<td></td>
<td></td>
<td>3,518,978</td>
</tr>
<tr>
<td>47</td>
<td>Estimated Income</td>
<td></td>
<td>1,630,521</td>
<td>144,659</td>
<td></td>
<td></td>
<td></td>
<td>1,714,604</td>
<td></td>
<td></td>
<td></td>
<td>3,518,978</td>
</tr>
<tr>
<td>48</td>
<td>Recaptured/Reprogram Funds</td>
<td></td>
<td>377,238</td>
<td></td>
<td></td>
<td></td>
<td>377,238</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>377,238</td>
</tr>
<tr>
<td>49</td>
<td>Total Sources</td>
<td></td>
<td>2,057,759</td>
<td>144,659</td>
<td></td>
<td></td>
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<td>2,057,759</td>
<td></td>
<td></td>
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<td>3,518,978</td>
</tr>
</tbody>
</table>

**Notes:**
- Carryover amounts are based on estimates made on current fiscal year costs through March 31, 2017, and will need to be adjusted as of September 30, 2017 to reflect actual carryover amounts.
- L=Loans / G=Grants / P=Persons / H=Households
- Loans are not units, a client may benefit from multiple programs

Approved by City Council

7/12/2017
City of St. Petersburg
Consolidated Plan Review Committee
Meeting of Friday, May 19, 2017

PRESENT: Karl Nurse, Steve Kornell, Amy Foster, Lisa Wheeler-Bowman, Kimberly Jackson, Shameka Jones, and Page Douangboupha

ABSENT: Susan Finlaw-Dusseault (not in attendance, but completed the review), Ray Tampa

ALSO PRESENT: Joshua Johnson, Housing & Community Development Director; Richard Badgley, Assistant City Attorney; Stephanie Lampe, Sr. Housing Development Coordinator; Lynn Gilbert, Housing Development Coordinator; and Office Systems Specialist Cortney Phillips.

Committee Chair Amy Foster called the meeting to order at 8:30 a.m. and began with a roll call. The first order of business was election of Chair and Vice Chair. Karl Nurse nominated Amy Foster as Chair. All members present were in favor of the motion. Councilmember Wheeler-Bowman nominated Councilmember Kornell as Vice-Chair. All members present were in favor of the motion.

Mr. Joshua Johnson, Director of Housing & Community Development, provided a brief overview of the Grant Funding Procedures. Mr. Johnson noted that Committee Member Ray Tampa would not be present, and that Committee member Susan Finlaw-Dusseault would not be present, but that she emailed her recommendations. He explained that the Committee will review the Consolidated Plan applications from non-profit organizations and make recommendations to City Council for funding. Each member of the Committee was provided a spreadsheet depicting the agencies requests, and information regarding how much of their funding was used in the previous year, if any. After the recommendations are made by the Committee, a draft of the Annual Action Plan and Budget will be brought to Budget, Finance & Taxation Committee requesting authorization to advertise a 30-day public comment period.

Mr. Johnson noted that the St. Petersburg Housing Authority withdrew their request two days prior. The Committee confirmed content on their spreadsheets with staff before continuing.

The following funding recommendations were reviewed and made by the Committee:

**Public Service Projects:**
1. 211 Tampa Bay Cares - TBIN 20,000.00
2. Boley Centers – Safe Haven 60,000.00
3. Catholic Charities (Pinellas Hope) 25,000.00
4. Catholic Charities – rental assistance homeless prevention (ESG funded) 40,000.00
5. Community Action Stops Abuse (CDBG Funded) 6,000.00
6. Community Action Stops Abuse (ESG Funded) 20,000.00
7. New Frontiers 9,000.00
8. Pinellas Opportunity Council 30,000.00
9. St. Pete NHS aka Neighborhood Home Solutions 0.00
10. St. Vincent dePaul – shelter (CDBG Funded) 50,000.00
11. St. Vincent dePaul – shelter (ESG Funded) 10,000.00
12. Westcare – transitional housing (CDBG funded) 15,000.00
13. Westcare – transitional housing (ESG funded) 8,005.00
14. Westcare – Turning Point (CDBG Funded) 15,000.00
15. Westcare – Turning Point (ESG Funded) 7,000.00
16. YMCA 9,877.00

**Housing Projects:**

<table>
<thead>
<tr>
<th>#</th>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Boley Centers – TBRA (HOME Funded)</td>
<td>200,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Boley Centers – TBRA (operating/admin) (HOME Funded)</td>
<td>0.00</td>
</tr>
<tr>
<td>19</td>
<td>Habitat for Humanity – Rehab Southside CRA (CDBG Funded)</td>
<td>30,000.00</td>
</tr>
<tr>
<td>20</td>
<td>Habitat for Humanity – Acquire Vacant/Boarded Properties (HOME Funded)</td>
<td>45,000.00</td>
</tr>
</tbody>
</table>

**Capital Improvements Projects:**

<table>
<thead>
<tr>
<th>#</th>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Brookwood Florida</td>
<td>17,960.00</td>
</tr>
<tr>
<td>22</td>
<td>James B. Sanderlin Family Service Center</td>
<td>115,000.00</td>
</tr>
<tr>
<td>23</td>
<td>New Frontiers</td>
<td>25,000.00</td>
</tr>
<tr>
<td>24</td>
<td>PARC – 3025/3101 76th Way North</td>
<td>35,000.00</td>
</tr>
<tr>
<td>25</td>
<td>PARC – 3190 75th Street North</td>
<td>83,000.00</td>
</tr>
<tr>
<td>26</td>
<td>Pinellas County Sheriff’s Police Athletic League (application withdrawn 5/19/17)</td>
<td>0.00</td>
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<tr>
<td>27</td>
<td>Police Athletic League</td>
<td>220,390.00</td>
</tr>
<tr>
<td>28</td>
<td>St. Petersburg Housing Authority (application withdrawn 5/16/17)</td>
<td>0.00</td>
</tr>
<tr>
<td>29</td>
<td>Westcare – Transitional Housing (elevator)</td>
<td>26,310.00</td>
</tr>
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</table>

**CHDO Projects:**

<table>
<thead>
<tr>
<th>#</th>
<th>Project Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>30</td>
<td>Bright Community Trust (Project)</td>
<td>165,000.00</td>
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<tr>
<td>31</td>
<td>Pinellas Affordable Living (Operating)</td>
<td>25,000.00</td>
</tr>
<tr>
<td>32</td>
<td>St. Pete NHS (maintain proceeds acct)</td>
<td>0.00</td>
</tr>
<tr>
<td>33</td>
<td>Homes for Independence (maintain proceeds acct)</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**City Initiated Projects:**

<table>
<thead>
<tr>
<th>#</th>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>Housing Programs (home repair, barrier free, purchase assistance, single-family new</td>
<td>2,046,982.00</td>
</tr>
<tr>
<td></td>
<td>construction developer incentive program, rental and new multi-family development)</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Rapidly re-housing (RRH) the homeless through joint RFP with Pinellas County</td>
<td>100,000.00</td>
</tr>
<tr>
<td></td>
<td>(SHIP funded)</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Rapidly re-housing (RRH) the homeless through joint RFP with Pinellas County</td>
<td>50,000.00</td>
</tr>
<tr>
<td></td>
<td>(ESG Funded)</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Renovation of the Carter G. Woodson Museum (CDBG funded)</td>
<td>327,984.46</td>
</tr>
<tr>
<td>37</td>
<td>Section 108 (Bond Repayment) (CDBG Funded)*</td>
<td>297,598.89</td>
</tr>
</tbody>
</table>

*required to fund
These recommendations will be forwarded to the Budget, Finance & Taxation Committee with the revised and final numbers (if available) from the U.S. Department of Housing and Urban Development (HUD), for authorization to publish in a newspaper of general circulation, after which it will be presented to full Council at its August 3, 2017 as a public hearing item for approval.

There being no further business, the meeting was adjourned at 12:05 p.m.
TO:
The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT:
Ordinance 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 No.: 17-33000006).

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

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

The Request: The request is to vacate the 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.

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

As noted in the Staff Report to the Development Review Commission (DRC), at the time of the writing of the DRC report there was a registered opponent representing the owners of Lots 4 and 5. At the DRC hearing the attorneys for the applicant and for the registered opponent agreed to amended conditions and voiced no further objection.
Agency Review: The application was routed to the standard list of City Departments and private utility providers. The City's Engineering and Transportation Departments have comments on the right-of-way portion of the application. Private utility providers Bright House, Frontier, WOW, and Duke Energy indicated that they have facilities in the alley right-of-way to be vacated. As a condition of the right-of-way vacation utilities are to be protected by providing a public utility easement covering the entire area to be vacated or relocating City and private utilities at the applicants’ expense.

Public Comments: The owners of Lots 4 and 5 contacted the City prior to the notice. In addition, several calls were received from the public in response to the public notice. The owners of Lots 4 and 5 voiced reservations about the proposal; the other callers indicated no objection.

DRC Action/Public Comments: On June 7, 2017, the Development Review Commission held a public hearing on the subject application. At the DRC hearing, condition #3 in the staff report was revised and a new condition #10 was added in order to address the concerns of the owners of Lots 4 and 5. The registered opponent spoke to the request and indicated that they would be in support of the vacation with the revision of condition #3 and the addition of condition #10. The amended conditions are included below. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacations. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION: The Administration recommends APPROVAL of the alley right-of-way, ingress-egress easement, stormwater drainage easement, water meter(s) easement, water distribution line(s) easement, and backflow prevention device(s) easement vacations, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the applicant’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted.

3. If Lot 4 or Lot 5 remain in ownership other than that of the applicants, a Reciprocal Ingress and Egress Easement Agreement, in the form attached hereto as Exhibit - "Applicant’s Reciprocal Ingress and Egress Easement Agreement", over the vacated alley to provide access to Lots 4 and 5, shall be executed by all parties and shall be recorded in the Public Records of Pinellas County prior to the recording of the vacation ordinance.

4. Primary access for the future development shall be provided to 17th Street, which is a local street, rather than Central Avenue, 1st Avenue North, and 16th Street, which are all major streets.

5. No additional curb cuts shall be created on 1st Avenue North.

6. No curb cuts shall be allowed on Central Avenue.
7. Prior to recording of the vacation ordinance, the applicants shall provide locations approved by the City of St Petersburg's Sanitation Department for sanitation pickup. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

10. The owners of Lot 4 and Lot 5, their respective heirs, successors, grantees and assigns, will not be obligated to incur expenses for necessary site and building improvements, if any, directly caused by the alley vacation. If such improvements become necessary as a direct result of the alley vacation, such expenses will be the applicants' responsibility.

Attachments: A – Parcel Map, B – Aerial Map, Ordinance with 4 Exhibits, DRC Staff Report
ORDINANCE NO. _____

AN ORDINANCE APPROVING A 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; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on June 7, 2017 (City File No. 17-33000006):

   Legal Description: See Attached Exhibits: “A” – Sketch and Legal Description of east west alley to be vacated, “B” - Ingress-Egress Easement and a Stormwater Drainage Easement OR Book 18990, Page 1941, “C” - 5-foot wide Perpetual and Exclusive Easement for Water Meter(s), Water Distribution Line(s), and Backflow Prevention Device(s) within Lot 13 OR Book 12688, Page 1910

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

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

1. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the applicants’ expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted.

3. If Lot 4 or Lot 5 remain in ownership other than that of the applicants, a Reciprocal Ingress and Egress Easement Agreement, in the form attached hereto as Exhibit “D” – “Applicant’s Reciprocal Ingress and Egress Easement Agreement,” over the vacated alley to provide access to Lots 4 and 5, shall be executed by all parties and
shall be recorded in the Public Records of Pinellas County prior to the recording of
the vacation ordinance.

4. Primary access for the future development shall be provided to 17th Street, which
is a local street, rather than Central Avenue, 1st Avenue North, and 16th Street,
which are all major streets.

5. No additional curb cuts shall be created on 1st Avenue North.

6. No curb cuts shall be allowed on Central Avenue.

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

8. Prior to the recording of the vacation ordinance, comply with the Conditions of

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

10. The owners of Lot 4 and Lot 5, their respective heirs, successors, grantees and
assigns, will not be obligated to incur expenses for necessary site and building
improvements, if any, directly caused by the alley vacation. If such improvements
become necessary as a direct result of the alley vacation, such expenses will be the
applicants’ responsibility.

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

LEGAL:

[Signature]

PLANNING & ECONOMIC
DEVELOPMENT DEPARTMENT:
LEGAL DESCRIPTION

THAT 20 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 13, FULLER SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 16TH STREET NORTH AND 17TH STREET NORTH

ST PETERSBURG, FLORIDA

1ST AVENUE NORTH

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NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.

2. NOT A BOUNDARY SURVEY.

3. BASIS OF BEARINGS: ASSUMED NORTH.

4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.

5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 80'.

6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR
SIGHT CENTRAL, LLC
1700 CENTRAL, LLC
M SQUARED PROPERTY, INC.

DESCRIPTION AND SKETCH
SECTION 24, TOWNSHIP 31S, RANGE 16E

George F. Young, Inc.
2935 MARTIN LUTHER KING JR STREET N ST PETERSBURG, FL 33711
PHONE (727) 822-4514 FAX (727) 822-2919
COMMUNICATIONS ENGINEERING/PLANI NG/SURVEYING/DESIGN SERVICES
DADEVILLE/STEPHENVILLE/ENGELWOOD/ST PETERSBURG/TAMPA/BROOKSVILLE/Orlando/Palm Beach/St Petersburg/Tampa

Since 1919

CREW CHIEF
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FILED DATE

JOB NO
170086005C
SHEET NO
1
DECLARATION OF EASEMENTS

This Declaration of Easements (the "Declaration") is executed and made by the following named party who shall be hereinafter referred to as "Declarant":

NAME OF DECLARANT: M SQUARED PROPERTY, INC., a Florida corporation

ADDRESS OF DECLARANT: 1601 Central Avenue
St. Petersburg, FL 33713

RECITALS:

A. Declarant is the owner, in fee simple of that certain real property located in the City of St. Petersburg, County of Pinellas, State of Florida that is described upon Exhibit "A" attached to and made a part of this Declaration (the "Property"); and

B. The Property is divided into northerly and southerly parcels by a public alley; and

C. Declarant has submitted plans to the City of St. Petersburg, Florida (the "City") for the redevelopment of the Property into a mixed use retail and residential center (the "Project"), which encompasses both the northerly and southerly parcels; and

D. The City has required, as a condition to the approval of said Project, that Declarant grant certain easements between the northerly and southerly parcels; and

E. Declarant desires and intends to hereby create, establish and confirm certain easements that will apply to both the northerly and southerly parcels of the Property.

THEREFORE. Declarant, for itself and its successors in interest in the ownership of the Property, does hereby declare, make, establish and confirm that the Property shall be hereafter and forever owned, held, occupied, used, improved and maintained subject to and in accordance with all covenants, easements and restrictions that are stated in this Declaration, which covenants, easements and restrictions shall run with the land and be binding upon and inure to the benefit of all present and future owners of the Property and their respective mortgagees, assigns, heirs and successors in interest.
1. DEFINITIONS. The terms used in this Declaration shall be defined and construed in accordance with the provisions of Florida Law, and as stated below unless the context otherwise requires:

1.1 Declaration: “Declaration” means this Declaration of Covenants, Restrictions and Easements, as it may be amended from time to time in accordance with the terms stated in this Declaration.

1.2 Parcel A: “Parcel A” means the northerly parcel of the Property as more particularly defined as the Northern Parcel on the attached Exhibit "B".

1.3 Parcel B: “Parcel B” means the southerly parcel of the Property as more particularly defined as the Southern Parcel on the attached Exhibit “C”.

1.4 Property Owner(s): “Property Owner(s)” means the fee simple title owner(s) of all or any portion of the Property.

1.5 Property: “Property” means the real property that is described upon Exhibit “A” attached to and made a part of this Declaration comprising both Parcel A and Parcel B.

2. EASEMENTS. The following easements (the “Easements”) are expressly granted, established and provided for, in favor of, and for the benefit of the each Property Owner and their mortgagee(s), assignee(s) and successors in interest, the City of St. Petersburg, Florida and every provider of services (including without limitation water service, sewer service, trash removal service, emergency service, electrical service, natural gas service, telephone service, cable television and internet service):

2.1 Ingress/Egress Easement: A perpetual and non-exclusive easement, right and privilege in and to that portion of Parcel B located within the Ingress/Egress Easement Area, which area is legally described in Exhibit “D” and depicted in Exhibit “E” attached hereto and incorporated herein by reference, for vehicular ingress and egress by the owner(s) of Parcel A and their employees, customers, guests, tenants and invitees over, across and through the Ingress/Egress Easement Area for purposes of accessing and backing out of parking spaces situated and located along the northerly property line of Parcel A.

2.2 Stormwater Drainage Easement: A perpetual and non-exclusive easement, right and privilege in and to that portion of Parcel A located within the Stormwater Drainage Easement Area, which area is legally described in Exhibit “F” and depicted in Exhibit “G” attached hereto and incorporated herein by reference, for the use of the underground storm water drainage pipelines for the transmission and discharge of surface storm water flowing from Parcel B and to be collected on Parcel A.
3. MAINTENANCE.

3.1 Ingress/Egress and Stormwater Drainage Easement. The Property Owners shall at all times be jointly responsible and shall share the cost and expense equally for maintaining the Ingress/Egress and Stormwater Drainage Easement Area including but not limited to resurfacing, regrading, resealing, and repairing the asphalt and repairing the drainage lines/pipes as reasonably necessary.

4. MISCELLANEOUS.

4.1 Binding Effect. The easements created herein shall run with the land and be binding on the Property Owners and their respective heirs, successors and assigns, and successors in title thereto or any portion thereof unless and until terminated or amended by the then owners of the fee simple of both Parcel A and Parcel B by an instrument in writing and recorded in the Public Records of Pinellas County, Florida.

<SIGNATURE ON FOLLOWING PAGE>
<SIGNATURE PAGE – DECLARATION OF EASEMENTS>

The foregoing Declaration has been executed by the undersigned this 7 day of November, 2015.

Witnesses:

Signed Name: [signature]
Printed Name: Tara M. Misiewicz

Signed Name: [signature]
Printed Name: Chris Sanders

M SQUARED PROPERTY INC., a Florida corporation

By: [signature]
Paul Misiewicz, President

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME personally appeared Paul Misiewicz, to me well known or who has produced his driver's license as identification, and known to be the individual described in and who executed the foregoing instrument as a President of M SQUARED PROPERTY INC., a Florida corporation and who severally acknowledged to and before me that he executed such instrument as said President of the company.

Witness my hand and official seal this 7 day of November, 2015.

My Commission Expires: [signature]
NOTARY PUBLIC

CHRISTOPHER C. SANDERS
Notary Public - State of Florida
My Comm. Expires Oct 12, 2018
Commission # FF 167831
Bonded through National Notary Assn.
EXHIBIT "A"

LEGAL DESCRIPTION - PROPERTY

LOTS 1, 2, 3, 14, 15 & 16, BLOCK 13, FULLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
EXHIBIT "B"

LEGAL DESCRIPTION - PARCEL A

LOTS 1, 2, 3, BLOCK 13, FULLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
EXHIBIT "C"

LEGAL DESCRIPTION - PARCEL B

LOTS 14, 15 & 16, BLOCK 13, FULLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
EXHIBIT "D"

LEGAL DESCRIPTION OF INGRESS/EGRESS EASEMENT AREA

NORTHERN FOUR (4) FEET OF LOTS 15 & 16, BLOCK 13, FULLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
PERPETUAL AND EXCLUSIVE EASEMENT
FOR WATER METER(S), WATER DISTRIBUTION LINE(S)
AND BACKFLOW PREVENTION DEVICE(S)
(CORPORATION TO CITY)

THIS INDENTURE made this 24th day of April, 2003, between TAMPA SERVICE COMPANY, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as "Grantor", whose post office address is 2611 4th Avenue East, Tampa, Florida 33605, and the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation, whose post office address is P. O. Box 2842, St. Petersburg, Florida 33731, hereinafter referred to as "Grantee".

WITNESSETH:

That for and in consideration of the mutual benefits, conditions and covenants contained herein, Grantor does hereby grant and convey to the Grantee an exclusive easement ("Easement") to install and maintain in perpetuity or until the use thereof is abandoned, a water meter(s), water distribution line(s), a backflow prevention device(s), and related facilities to protect the public water supply from the possibility of contamination or pollution, in and upon that certain land situated in Pinellas County, Florida, which more particularly described in "Exhibit A" attached hereto and by this reference made a part hereof (Easement Area(s)).

The Grantee shall have the right to inspect, alter, improve, repair or replace and rebuild such water distribution line(s), backflow prevention device(s), water meter(s) and related equipment and accessories, together with all the rights and privileges necessary or convenient for the full enjoyment and use thereof for the purposes above-described, including but not limited to, the right to enter over and upon lands of the Grantor, its successors and assigns, for purposes of exercising the rights and privileges herein granted, including, but not limited to, the right to clear the Easement Area(s) of vegetation, structures, pavement or any other encroachment without liability, to excavate, construct water meter(s), backflow prevention device(s) and water distribution line(s) and to prohibit the construction of permanent structures within the Easement Area(s). Grantee's written permission shall be required before any permanent or temporary structures may be placed in the Easement Area(s).

This Perpetual Easement does not limit the Grantor's right to install and maintain

PAGE 1 OF 5
landscaping, paving, parking, driveways and other surface improvements over the Easement Area(s), provided that same shall not impair the rights of the Grantee, nor the purpose of the Easement granted hereunder; and provided further that if any such installed improvement shall be damaged or destroyed by Grantee in the course of exercising its rights hereunder, or by any other cause whatsoever, the Grantee shall have no responsibility to repair or replace any such installed improvements. The Grantee's liability shall be limited to returning any excavation to its previous grade. The construction of drainage improvements or facilities shall not be permitted within the Easement Area(s), unless plans for such improvements or facilities have been approved of in writing by the Grantee prior to such construction.

If the Grantor's future orderly development of the property is in physical conflict with the Grantee's facilities, the Grantee shall, within 90 days after receipt of written request from the Grantor, relocate said facilities to another mutually agreed upon Easement Area(s) on Grantor's property, provided that prior to the relocation of said facilities the Grantor shall pay to the Grantee the full expected cost of the relocation as estimated by the Grantee and the Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement hereinafter shall be considered canceled as to the portion vacated by such relocation.

Grantor further agrees that under no circumstances will the grantor be permitted to connect to the Grantee's potable water supply except at the designated Point of Delivery. Grantee shall not be held responsible for the maintenance or repair of Grantor's private distribution lines, valves, or fittings installed within said Easement Area(s) beyond the Point of Delivery.

The parties hereto acknowledge that the backflow prevention device(s), water meter(s) and water distribution lines are being located on Grantor's property at Grantor's request as opposed to being located in Grantee's right of way. Therefore, Grantor shall indemnify, defend and hold Grantee harmless from and against any and all liability for personal injuries, property damage or for the loss of life or property resulting from or in any way connected with the placement of the water meter(s), water distribution line(s), backflow prevention device(s) and related facilities on Grantor's property except for such claims that may result from the sole negligence of the Grantee.

Grantor further covenants with the Grantee that it is lawfully seized of the property described herein, which is free and clear from all encumbrances, and that Grantor has good, right and lawful authority to grant the Easement described herein, and that it fully warrants that it has title to the parcel of land described herein and will defend the same against lawful claims of all persons whomsoever.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.
IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name as of the day and year first written above.

Signed, sealed, and delivered in the presence of:

[Signature]

Witness Signature

[Typed, Printed or Stamped Name]

Witness Signature

[Typed, Printed or Stamped Name]

(Affix Corporate Seal)

Grantor:

Tampa Service Company, Inc.

Corporation Name

By: [Signature]

President

Title

[Signature]

President

Title

[Signature]

Corporate Secretary

Title
STATE OF Texas
COUNTY OF

The foregoing instrument was acknowledged before me this 8 day of APRIL, A.D.2007, by Ken Joekel, President (Name of officer or agent and title) of Tampa Service Company, Inc. (Corporation name), a Florida (State or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced ______ (Type of identification) as identification and appeared before me at the time of notarization.

Notary Public - State of Florida

Charles Carson
Notary Signature

Typed, Printed or Stamped Name

Commission Number:
Expiration Date: 3/24/08

Assistant City Attorney

PAGE 4 OF 5
EASEMENT AREA(S):

A five (5) foot wide Easement Area(s) defined as comprising of a five (5) foot wide strip(s) of land lying two and one-half (2 1/2) feet on each side of the center line of the Grantee's facilities as may be designed and installed from time to time at mutually agreed upon locations within the Grantor's property as described in O.R. Book 10606, Page 93, Public Records of Pinellas County, Florida, Lying in Section 24, Township 31 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Lot 13, Block 13, FULLER SUBDIVISION, according to plat thereof recorded in Plat Book 1, Page 16, Public Records of Pinellas County, Florida.

Subject to Easements and Rights-of-Way of record.
RECIProCAL INGRESS AND EGRESS EASEMENT AGREEMENT

This RECIPROCAL INGRESS AND EGRESS EASEMENT AGREEMENT (this "Agreement") is made as of this day of __________, 2017, between M SQUARED PROPERTY INC., a Florida corporation ("M Squared"), whose mailing address is 1601 Central Avenue, St. Petersburg, Florida 33713, SIGHT CENTRAL, LLC, a Florida limited liability company ("Sight Central"), whose mailing address is 1710 N. 19th Street, #210, Tampa, Florida 33605, Attention: Michael Minenberg, A & C REAL ESTATE HOLDINGS LLC, an Indiana limited liability company ("A&C"), whose mailing address is 6400 English Avenue, Indianapolis, Indiana 46219, Attention: Wade Conner, GRINER ENGINEERING, INC., a Florida corporation ("Griner"), whose mailing address is 1628 1st Avenue North, St. Petersburg, Florida 33713, and JOHN N. BOWMAN, and individual ("Bowman"), whose mailing address is 6619 Canton Street South, St. Petersburg, Florida 33712.

Preliminary Statement

A. M Squared is the owner in fee of certain real property located in Pinellas County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "M Squared Property").

B. Sight Central is the owner in fee of certain real property located in Pinellas County, Florida, as more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Sight Central Property").

C. A&C is the owner in fee of certain real property located in Pinellas County, Florida, as more particularly described in Exhibit "C" attached hereto and incorporated herein (the "A&C Property").

D. Griner is the owner in fee of certain real property located in Pinellas County, Florida, as more particularly described in Exhibit "D" attached hereto and incorporated herein (the "Griner Property").

E. Bowman is the owner in fee of certain real property located in Pinellas County, Florida, as more particularly described in Exhibit "E" attached hereto and incorporated herein (the "Bowman Property").
F. The M Squared Property, Sight Central Property, A&C Property, Griner Property and Bowman Property shall sometimes be referred to herein as a "Property" and collectively herein as the "Properties".

G. The Properties abut an alley right-of-way, as more particularly described and depicted on Exhibit "P" attached hereto and incorporated herein (the "Alley").

H. The parties hereto recognize that it would be in all parties' best interest to grant an easement for ingress and egress over and across the Alley in the event the City of St. Petersburg (the "City") vacates its right, title and interest in and to the Alley. Such easements, obligations and restrictions shall run to the benefit of, and bind the respective Properties, and the owners from time to time of the Properties and every portion thereof. The terms "M Squared", "Sight Central", "A&C", "Griner", and "Bowman", shall be deemed to refer to such parties and the respective heirs, successors, grantees and assigns of such parties, and any net lessee of any Property or part thereof who has assumed all of the obligations of the owning party (individually the "Property Owner", or collectively, the "Property Owners").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, M Squared, Sight Central, A&C, Griner and Bowman hereby grant, covenant and agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. Ingress and Egress Easement. In the event the City vacates the Alley, each Property Owner hereby grants a non-exclusive, perpetual easement for ingress and egress over and across the portion of the Alley located within such Property Owner's Property for pedestrian and vehicular access, including sanitation and dumpster pickup, by the other Property Owners and their tenants or invitees (the "Easement").

3. Reserved Rights. Each Property Owner reserves the right to use the portion of the Alley located on its Property for any lawful purpose which does not unreasonably interfere with or prevent the non-exclusive use by the other Property Owners of the Easement for the purposes set forth herein.

4. Effectiveness. This Agreement and the Easement granted herein shall become effectively immediately upon the City's vacation of the Alley.

5. Maintenance. Each Property Owner shall, at its sole cost and expense, be solely responsible for maintaining and repairing the portion of the Easement located upon such Property Owner's Property.

6. Compliance. Each Property Owner covenants and agrees that each shall comply with the terms and conditions of any and all applicable governmental laws, codes and ordinances governing the use and maintenance of the Easement.

7. Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly delivered (i) on the date of personal delivery (or refusal to accept delivery) to the party for which intended, (ii) one (1) business day after the date deposited with a nationally recognized overnight delivery service, or (iii) three (3) business days after deposit in U.S. mail, certified or registered, postage prepaid, in any case, addressed to the respective parties at the following addresses (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein) to the addresses set forth above.
8. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regarding to its conflicts of laws provisions.

9. **Attorneys' Fees.** In the event of any litigation or proceedings with respect to the rights and obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, whether incurred at trial, on appeal, or in any bankruptcy proceedings.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Except as set forth herein, there are no promises, representations, or understandings between the parties of any kind or nature whatsoever.

11. **Successors and Assigns.** The easement rights granted pursuant to this Agreement and covenants and restrictions imposed under this Agreement shall be easements, restrictions, and covenants running with the land and shall inure to the benefit and be binding upon the parties and their respective assigns, successors, and representatives, including without limitation all subsequent owners of the M Squared Property, Sight Central Property, A&C Property, Griner Property and Bowman Property, or any portion of those parcels, and all persons claiming by, through, or under such persons or entities.

12. **Severability.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Amendment.** This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all of the Property Owners. This Agreement shall not be otherwise amended, modified or terminated during the term hereof.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and all of which shall be one and the same document.

15. **Exhibits.** Any and all exhibits attached hereto are hereby incorporated herein and made a specific part of this Agreement.

16. **Headings.** Headings or captions contained in this Agreement are inserted only as a matter of convenience and in no way define, modify, limit, extend or describe the scope of the Agreement nor are they relevant to the intent of any provision hereof.

[Signature pages to follow.]
IN WITNESS WHEREOF, the Property Owners have executed this Agreement on the day and year first set forth above.

WITNESSES:

Signed and sealed in the presence of:

Print Name: ____________________________

Print Name: ____________________________

M SQUARED:

M SQUARED PROPERTY INC., a Florida corporation

By: _________________________________
Name: _______________________________
Title: ________________________________

STATE OF ___________________________
COUNTY OF _________________________

The foregoing instrument was acknowledged before me this ___ day of __________, 2017, by _____________________________ of M SQUARED PROPERTY INC., a Florida corporation, on behalf of said company. He/She is either [check applicable box] □ personally known to me, or □ has produced a valid driver's license of the State of ____________________ as identification.

[Signatures continue on the next page.]
WITNESSES:

Signed and sealed in the presence of:

Print Name:_____________________

Print Name:_____________________

SIGHT CENTRAL:

SIGHT CENTRAL, LLC, a Florida limited liability company

By:________________________________________
Name:_____________________________________
Title:______________________________________

STATE OF ___________________________

COUNTY OF ___________________________

The foregoing instrument was acknowledged before me this _____ day of __________, 2017, by __________________________, as __________________________ of SIGHT CENTRAL, LLC, a Florida limited liability company, on behalf of said company. He/She is either [check applicable box] □ personally known to me, or □ has produced a valid driver’s license of the State of __________________________ as identification.

(.NOTARIAL SEAL.)

NOTARY PUBLIC
Print Name:___________________________
My Commission Expires:__________________

[Signatures continue on the next page.]
WITNESSES:
Signed and sealed in the presence of:

Print Name: __________________________

Print Name: __________________________

A&C: A & C REAL ESTATE HOLDINGS LLC, an Indiana limited liability company

By: ________________________________
Name: ______________________________
Title: ________________________________

STATE OF ____________) ss.
COUNTY OF ____________) ss.
The foregoing instrument was acknowledged before me this _____ day of __________, 2017, by ______________________, as ______________________, of A & C REAL ESTATE HOLDINGS LLC, an Indiana limited liability company, on behalf of said company. He/She is either [check applicable box] □ personally known to me, or □ has produced a valid driver’s license of the State of ____________) as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC
Print Name: __________________________
My Commission Expires:

[Signatures continue on the next page.]
WITNESSES:

Signed and sealed in the presence of:

Print Name: __________________________

Print Name: __________________________

GRINER:

GRINER ENGINEERING, INC., a Florida corporation

By: _________________________________
Name: _______________________________
Title: _______________________________

STATE OF ____________________________ )
COUNTY OF ____________________________ ) ss.

The foregoing instrument was acknowledged before me this _____ day of __________, 2017, by
__________________________, as __________ of GRINER ENGINEERING, INC., a Florida corporation, on behalf of said company. He/She is either [check applicable box] □ personally known to me, or □ has produced a valid driver’s license of the State of __________________ as identification.

(NOTARIAL SEAL) NOTARY PUBLIC
Print Name: ________________________________
My Commission Expires:

[Signatures continue on the next page.]
WITNESSES:

Signed and sealed in the presence of:

Print Name: ____________________________

Print Name: ____________________________

STATE OF ____________________________

COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ____ day of __________, 2017, by JOHN N. BOWMAN. He is either [check applicable box] □ personally known to me, or □ has produced a valid driver’s license of the State of ____________________________ as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC

Print Name: ____________________________

My Commission Expires: ____________________________
EXHIBIT “A”

Legal Description of M Squared Property

Lots 1, 2, 3, 14, 15 and 16, Block 13, FULLER SUBDIVISION, according to map or plat thereof as recorded in Plat Book 1, Page 16, of the Public Records of Pinellas County, Florida.
EXHIBIT "B"

Legal Description of Sight Central Property

Lots 6 and 13, Block 13, FULLER SUBDIVISION, according to map or plat thereof as recorded in Plat Book 1, Page 16, of the Public Records of Pinellas County, Florida.
EXHIBIT "C"

Legal Description of A&C Property

Lots 7, 8, 9, 10, 11 and 12, Block 13, FULLER SUBDIVISION, according to map or plat thereof as recorded in Plat Book 1, Page 16, of the Public Records of Pinellas County, Florida.
EXHIBIT “D”

Legal Description of Griner Property

Lot 4, Block 13, FULLER SUBDIVISION, according to map or plat thereof as recorded in Plat Book 1, Page 16, of the Public Records of Pinellas County, Florida.
EXHIBIT "E"

Legal Description of Bowman Property

Lot 5, Block 13, FULLER SUBDIVISION, according to map or plat thereof as recorded in Plat Book 1, Page 16, of the Public Records of Pinellas County, Florida.
Legal Description and Depiction of Alley

LEGAL DESCRIPTION

THAT 20 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 13, FULLER SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 16TH STREET NORTH AND 17TH STREET NORTH

ST PETERSBURG, FLORIDA

1ST AVENUE NORTH

17TH STREET NORTH

CENTRAL AVENUE

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<td>S00°00'00&quot;W</td>
<td>20.00'</td>
</tr>
<tr>
<td>L4</td>
<td>N00°00'00&quot;W</td>
<td>400.00'</td>
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</tbody>
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NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BAGS OF BEARINGS: ASSUMED NORTH.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 80'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on June 7, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000006
PLAT SHEET: H-2

REQUEST:
Approval of a 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.

APPLICANTS:
M Squared Property Inc.
1601 Central Avenue
Saint Petersburg, Florida 33713-8934

Sight Central LLC
1710 North 19th Street #210
Tampa, Florida 33602-5446

A & C Real Estate Holdings LLC
6400 English Avenue
Indianapolis, Indiana 43219

AGENT:
Donald Mastry, Esq.
Trenam Law
200 Central Avenue #1600
Saint Petersburg, Florida 33701
Case No. 17-33D-000D6
Page 2 of 7

REGISTERED OPPONENT: Jackson Bowman, Esq.
300 West Platt Street, #100
Tampa, Florida 33606

ADDRESSES AND PARCEL ID NOS:
1600 1st Avenue North; 24-31-16-29718-013-0010
1620 1st Avenue North; 24-31-16-29718-013-0030
1628 1st Avenue North; 24-31-16-29718-013-0040
1636 1st Avenue North; 24-31-16-29718-013-0050
1644 1st Avenue North; 24-31-16-29718-013-0060
1650 1st Avenue North; 24-31-16-29718-013-0070
1662 1st Avenue North; 24-31-16-29718-013-0080
1665 Central Avenue; 24-31-16-29718-013-0090
1629 Central Avenue; 24-31-16-29718-013-0130
1601 Central Avenue; 24-31-16-29718-013-0150
1619 Central Avenue; 24-31-16-29718-013-0140

LEGAL DESCRIPTION: On File

ZONING: Downtown Center (DC-2)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate the 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.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Descriptions (Exhibit "A"). The applicant’s goal is to consolidate the property for redevelopment. The proposed use is a mixed use project consisting of ground level retail, parking and apartments.

The three applicants own 14 of the 16 lots on the block. M Squared Property Inc owns Lots 1 through 3 and 15-16. Sight Central LLC owns Lot 6 and Lot 13. A & C Real Estate Holdings LLC owns Lots 7 through 12. The City's Land Development regulations allow the initiation of a vacation by the property owners representing at least 51 percent of the linear frontage of the right-of-way, easement, or ground area below or above the air or subsurface rights proposed for vacation.

There are two other owners who are not party to this application, Griner Engineering, Inc (Lot 4) and John N. Bowman (Lot 5). They are represented by Jackson Bowman, Esquire and are Registered Opponents to this case.

The Ingress-Egress Easement and Stormwater Drainage Easements were granted in response to an earlier development proposal which did not go forward.
Analysis. Staff’s review of a vacation application is guided by:
A. The City’s Land Development Regulations (LDR’s);
B. The City’s Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

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

A. Land Development Regulations

Section 16.40.140.21E of the LDR’s contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

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

The application was routed to the standard list of City Departments and private utility providers. The City’s Engineering and Transportation Departments have comments on the right-of-way portion of the application. Private utility providers Bright House, Frontier, WOW and Duke Energy indicated that they have facilities in the alley right-of-way to be vacated. As of the writing of this report, the City has not received a response from TECO/Peoples Gas. The agent for the applicants has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a redevelopment plan. An associated special condition of approval has been suggested at the end of this report.

No objections were received in response to the request to vacate the Ingress-Egress Easement and Stormwater Drainage Easement, though the Engineering Department does have comments related to these easements.

The easement for Water Meter(s), Water Distribution Line(s) and Backflow Prevention Device(s) within Lot 13 does not appear to contain any utilities, though the Engineering Department does have comments related to these easements.

There is an easement shown on the City’s maps between Lot 13 and Lot 14. It is unclear whether this is the easement reflected in Lot 13 above or another easement. At this time no specific documentation of this easement has been found.

An associated special condition of approval has been suggested at the end of this report which would ensure that the applicant complies with the Engineering conditions.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.
As noted above, two of the lots in the subject block are not party to this application. These two owners currently use the alley for access to their properties. Lot 4 has a curb cut that accesses a driveway that goes from 1st Avenue North to the alley. Lot 5 has parking behind the building which is accessed from the alley. While these two lots do front on 1st Avenue North, the City's Land Development Regulations do not allow parking in front of primary structures in the DC-2 district. These sites are also fully developed. The driveway on Lot 4 is an existing legal non-conforming condition. The applicant has agreed to provide a reciprocal easement for access over the vacated right of way to serve Lots 4 and 5.

The balance of the block consisting of 14 lots is under the ownership of three entities. The east-west alley, which is proposed for vacation, is currently used to access properties to the north and south of the alley. During redevelopment of the block, and through the platting process, traffic circulation, utilities and sanitation locations will be addressed. With this reciprocal easement as a suggested condition of approval the vacation of the alley will not detrimentally impact or impair access to any other lot of record on the block.

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

Vacation of the alley, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly.

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

The alley right-of-way is not needed for the purpose for which the City has a legal interest and there is no known present or future need for the right-of-way. The alley was originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public utilities. Redevelopment of the subject block will eliminate the need for access from the alley for vehicular traffic. If Lots 4 and 5 remain in separate ownership, the required reciprocal easement will protect their access.

The agent for the applicants has agreed to provide a utility easement over the area of the vacated alley, or to relocate the utilities at the applicants expense.

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

In the DC Zoning districts 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 and no curb cuts are allowed on Central Avenue.

An associated special condition of approval has been suggested at the end of this report.
The subject block is also included in the Intown Activity Center area. Please see comments below under Special Area Plans.

B. Comprehensive Plan

Future Land Use Element Policy LU18.2 states, “The efficiency of the existing one-way system should be preserved. Direct access to First Avenues North and South from abutting lots should be kept to a minimum. Nearby east-west alleys should not be vacated if additional curb cuts into First Avenues North and South might result.”

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

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

The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The City’s Neighborhood Transportation Division has reviewed the proposed vacation and has no objection, though they do have suggested conditions. An associated condition of approval has been suggested which limits curb cuts along 1st Avenue South to the existing number and provides primary access from 17th Street North.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Grand Central District. There are no policies in the neighborhood plan which affect vacation of right-of-way in this area of the City.

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

One Objective is to provide greater accessibility to Intown activity areas and visual assets through the development of an integrated movement system for vehicles, transit, pedestrians and parking and one of those elements is to “utilize existing sidewalks and alleys for establishing a pedestrian system base”.

The vacation of the subject alley will not enhance pedestrian options.

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

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

One of the Development Guidelines is to “To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal”.
This proposed vacation is in support of redevelopment of the block. The block is planned for redevelopment, but there are not yet specific plans.

Comments from Agencies and the Public: The owners of Lots 4 and 5 contacted the City prior to the notice. In addition several calls were received from the public in response to the public notice. The owners of Lots 4 and 5 voiced reservations about the proposal, the other callers indicated no objection.

As noted above City Departments and private utility agencies did indicate the presence of facilities in the alley to be vacated and requested either an easement or relocation at the applicant’s expense. The applicant will be required to provide an additional public notice prior to the public hearing before the City Council.

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

1. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the applicant’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted.

3. If Lot 4 or Lot 5 remain in ownership other than that of the applicants, a Reciprocal Ingress and Egress Easement Agreement over the vacated alley to provide access to Lots 4 and 5, agreeable to all parties, shall be recorded in the Public Records of Pinellas County.

4. Primary access for the future development shall be provided to 17th Street, which is a local street, rather than Central Avenue, 1st Avenue North and 16th Street, which are all major streets.

5. No additional curb cuts shall be created on 1st Avenue North.

6. No curb cuts shall be allowed on Central Avenue.

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

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

REPORT PREPARED BY:

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

REPORT APPROVED BY:

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

Attachments: A – Parcel Map, B – Aerial Map, C – Engineering Conditions of Approval dated May 19, 2017, D – Applicants Narrative, E - Registered Opponent Form and Correspondence

Exhibits: "A" – Sketch and Legal Description of east west alley to be vacated, "B" - Ingress-Egress Easement and a Stormwater Drainage Easement OR Book 18990, Page 1941, "C" - 5-foot wide Perpetual and Exclusive Easement for Water Meter(s), Water Distribution Line(s) and Backflow Prevention Device(s) within Lot 13 OR Book 12688, Page 1910
Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-33000006
Address: 1601 1627 Central Avenue et al
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: May 19, 2017
SUBJECT: Right of way - Vacation
FILE: 17-33000006
LOCATION: AND PIN:

1601 Central Avenue: 24-31-16-29718-013-0150
1620 1st Avenue North: 24-31-16-29718-013-0030
1600 1st Avenue North: 24-31-16-29718-013-0010
1628 1st Avenue North: 24-31-16-29718-013-0040
1636 1st Avenue North: 24-31-16-29718-013-0050
1644 1st Avenue North: 24-31-16-29718-013-0060
1650 1st Avenue North: 24-31-16-29718-013-0070
1662 1st Avenue North: 24-31-16-29718-013-0080
1665 Central Avenue: 24-31-16-29718-013-0090
1629 Central Avenue: 24-31-16-29718-013-0130
1619 Central Avenue: 24-31-16-29718-013-0140

ATLAS: H-2
PROJECT: Right of Way - Vacation
REQUEST: Approval of a 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 41, and a floating 5-foot wide Easement as described in OR Book 12688, Page 1910.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation requests with the following conditions of approval:

1. The alley contains a 1” public potable water line and an 8” public sanitary sewer main. All lots of record must maintain legal access to the public sanitary sewer and potable water utilities. A 20-foot wide easement must be retained centered over the public sanitary sewer and encompassing the potable water line or the utilities must be relocated per current City Engineering standards and specifications by and at the sole expense of the applicant.

2. As stated in the narrative included in this vacation request, if the applicant does not purchase lots 4 & 5, the alley vacation must be conditioned upon granting to each other
a reciprocal easement over the vacated alley right of way and the alley must remain open for use of the private property owners.

3. The 5-foot easement centered between lots 13 & 14 does not appear to contain any public utilities; upon redevelopment, if any utilities or surface drainage flows are found to utilize the easement area it shall be responsibility of the applicant to relocate the utility or drainage flow in conformance with current City Engineering standards and specifications and/or applicable building codes by and at the sole expense of the applicant.

4. The ingress-egress easement and stormwater easement described in OR Book 18990, Page 1941, appear to be remnants of the requirements of a previous redevelopment plan which was not constructed and are therefore no longer applicable.

5. Engineering has no objection to the vacation of the floating 5-foot wide easement (OR Bk 12668, page 1910) provided that no portion of the public water system such as water meters, water distribution lines, backflow prevention devices or related equipment exist within the boundary of the private property described in the easement document, Lot 13, Block 13, Fullers Subdivision (PB 1, PG 16).

NED MJR/jw

pc: Kelly Donnelly
Easement Vacation File 2017
Reading File
Correspondence File
Attachment D
Applicant’s Narrative
The Applicants own Lots 1-3 and Lots 6-16 of Block 13, Fuller's Subdivision, which is all but two of the sixteen lots in Block 13. Lots 4 and 5 of Block 13 are not owned by the Applicants. The Applicants own more than 50% of the property that abuts the alley that runs east west in Block 13. Block 13 is bounded by 16th Street N., 17th Street N., Central Avenue and 1st Avenue N. The Applicants are requesting that this alley be vacated.

The Applicants intend to develop, on Block 13, a mixed use project consisting of ground level retail, parking and apartments.

In the event the alley contains any public utilities, including stormwater drainage, the Applicants will dedicate easements requested by the various City departments and utility companies or will relocate the utilities at the cost of the Applicants.

The vacation of the alley will not cause a substantial detrimental affect upon or substantially impair or deny access to any lot of record. The Applicants are negotiating to buy the only two lots in the block they do not own, Lots 4 and 5, and
if the lots are purchased the Applicants will own the entire block. If the Applicants do not purchase Lots 4 and 5, the vacation of the alley can be conditioned on the Applicants and the owners of Lots 4 and 5 granting to each other a reciprocal easement over the vacated alley right-of-way and the alley will remain open for use.

Vacation of the alley, if approved, is not anticipated to cause an adverse impact to the existing roadway network because the alley does not connect to an alley to the east or west. It is believed the alleys to the east and west were previously vacated.

The primary intended purpose of the subject alley is to provide secondary access to the rear of the separate and numerous parcels on Central Avenue and 1st Avenue North and if Lots 4 and 5 are acquired each side of the subject block will be consolidated. and the need to provide each parcel with a rear access no longer exists. It does not appear that the vacation of the alley will result in any negative impact to the public, safety and welfare.
The request to vacate the alley right-of-way is consistent with the Land Development Regulations, the City's Comprehensive Plan and The Intown West Redevelopment Plan.

Attached is a legal description and sketch of the subject alley, both were prepared by George F. Young, Inc.

There is potentially a 5 foot utility easement centered between Lots 13 and 14 that appears on the City Stormwater Utility Atlas, Water Utility Atlas, Reclaimed Utility Atlas and the Sanitary Utility Atlas. There does not appear to be a recorded easement but, if it is determined an easement exists, the applicants request that the easement be vacated on the condition that the applicants relocate any utilities located in the easement area and the applicants pay the costs of relocating the utilities.

Attached are copies of the various City Atlases which show red marks between Lots 13 and 14, but do not indicate the presence of any utilities located in the area between Lots 13 and 14. Also attached is a sketch prepared by George F. Young indicating the approximate location of the possible easement.
Attachment E
Registered Opponent Form and Correspondence
Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Jackson H. Bowman, Esquire (for Joseph Griner and John Bowman)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>300 West Platt Street, Suite 100</td>
</tr>
<tr>
<td>City ST ZIP Code</td>
<td>Tampa, Florida 33606</td>
</tr>
<tr>
<td>Telephone</td>
<td>813-318-9000</td>
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<tr>
<td>Email Address</td>
<td><a href="mailto:jboman@mbrfirm.com">jboman@mbrfirm.com</a></td>
</tr>
<tr>
<td>Signature</td>
<td>Jackson H. Bowman</td>
</tr>
<tr>
<td>Date</td>
<td>Date 5-26-17</td>
</tr>
</tbody>
</table>

Date of Hearing

| Date of Hearing | June 7, 2017 |

Case No.

| Case No. | 17-33000006 |

Case Address

| Case Address | East-West Alley of block at 16th and 17th Streets North and Central and 1st Avenues North |

Special Requirements

Please see the opposition letter dated May 26, 2017, submitted with this form.

Information on Procedures for Hearing

1) Staff, applicant, and, registered opponent will have a total of ten (10) minutes each to present their case.

2) The cross-examination phase allows each participant five (5) minutes to ask questions of any individual or party that presented testimony in the presentation phase or public hearing. All questions shall be directed to the Chair who will direct the question to the appropriate person.

3) The rebuttal/closing statements phase allows each participant five (5) minutes to rebut prior arguments and make closing statements.

4) The Commission Chair will then close the proceedings and go into Executive Action and make a decision. The Commission members may ask questions at any time during the Quasi-Judicial process.

Return form to Clerk of DRC Commission, pamela.jones@stpete.org, at least one week prior to the hearing.
May 26, 2017
Via Electronic Mail Only

Pamela Jones, Administrative Clerk
Development Review Commission
City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33701

Re: Opposition to Alley Vacation Application No. 17-3300006
Address: East-West Alley in block bounded by 16th and 17th Streets North and Central and 1st Avenues North
Applicant: M Squared Property, Inc, Sight Central, LLC, and 1700 Central LLC

Dear Development Review Commission:

Our Firm represents Griner Engineering Inc. (Joseph H. Griner, III, President) and John N. Bowman, who own lots 4 and 5, respectively, within the block impacted by the above-referenced application.1 Mr. Griner and Mr. Bowman oppose the application for the reasons discussed below.

To help visualize the lots at issue, a Google Earth aerial and alleyway photographs are attached.

The standards applicable to an alley vacation are found in the City’s Land Development Code (“LDC”) at Section 16.40.140. – Subdivisions. Specifically, Section 16.40.140.2.1.E. sets forth Matters for Consideration, which include the following:

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

2. Whether the vacation would cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record.

3. Whether the vacation would adversely impact the existing roadway network, such as creating dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or districts.

---

1 John N. Bowman is unrelated to the undersigned, Jackson H. Bowman.
4. Whether the easement is needed for the purpose for which the City has a legal interest and, for rights-of-way, whether there is a present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

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

While the City undoubtedly has concern for Number 1 to ensure utilities are adequately accounted for, Numbers 2 and 4 are of specific concern to Mr. Griner and Mr. Bowman. As is clear from the attached photographs, both Mr. Griner and Mr. Bowman use the existing alley for access. Additionally, Mr. Bowman parks along the south side of his building. Thus, the proposed vacation, without conditions, would be detrimental to the existing access rights enjoyed by Mr. Griner and Mr. Bowman. Refuse collection also takes place along the alley, consistent with the City’s requirement that such service “shall not be visible from streets.” LDC Section 16.20.120.8.2. Thus, garbage truck access needs to be accounted for and ensured as well.

Finally, LDC Section 16.40.140.4.5. – Blocks, is relevant here as well. Subsection 2, Nonresidential Blocks, provides with emphasis:

Nonresidential blocks shall require a length sufficient to serve the intended use without adversely affecting traffic circulation of existing or proposed surrounding streets. The width shall be sufficient to provide adequate service areas and parking without requiring excessive points of ingress and egress on abutting streets or requiring vehicular maneuvering on the public right-of-way. Lots within such blocks shall require a common vehicular access easement dedicated to the use, maintenance and benefit of all lots within the block or a marginal access street shall be provided, to prevent points of ingress and egress from such lot to the abutting street.

While the application indicates that easements could be provided to ensure access is maintained, the language of such easements is uncertain at this point. As of this writing, no site plan had been submitted to the City so the extent of access impact, if any, is unknown.

Mr. Griner and Mr. Bowman do not want to be unreasonable, but they want to ensure their existing private property rights are protected and maintained. To that end, the Bert J. Harris, Jr. Private Property Rights Protection Act, Section 70.001 of the Florida Statutes, is germane here as well: “[T]he Legislature herein provides for relief, or payment of compensation, when a new law, rule, regulation, or ordinance of the state or a political entity in the state, as applied, unfairly affects real property.”
Recent approvals of alley vacations seem to have adequately accounted for the concerns raised in this letter, so it is anticipated that there will be no need to rely upon the Bert Harris Act for relief. We appreciate the DRC's consideration.

Sincerely,

Jackson H. Bowman, Esq.

Attachments
RESOLUTION NO. 2017-_____

A RESOLUTION APPROVING $75,000 IN FUNDING TO SUPPORT THE FLORIDA SOLAR UNITED NEIGHBORHOODS PROGRAM, WHICH PROMOTES CO-OPERATIVE INSTALLATION OF RENEWABLE ENERGY IN ST. PETERSBURG; APPROVING $300,000 IN FUNDING TO SUPPORT THE SOLAR AND ENERGY LOAN FUND ("SELF") PROGRAM, WHICH PROVIDES UNDERSERVED COMMUNITIES WITH FINANCING OPTIONS FOR ENERGY CONSERVATION AND EFFICIENCY, RENEWABLE ENERGY, WIND-HAZARD MITIGATION, WATER QUALITY, AND OTHER RESILIENCY FEATURES; APPROVING A SUPPLEMENTAL APPROPRIATION FROM REMAINING BP SETTLEMENT FUNDS TO PROVIDE SUCH FUNDING; REQUESTING CITY STAFF NEGOTIATE AND PREPARE AGREEMENTS TO PROVIDE SUCH FUNDING; REQUESTING CITY STAFF TO ASSIST SELF IN IDENTIFYING AN APPROPRIATE FACILITY FOR USE AS AN OFFICE AND, IF SUCH FACILITY IS OWNED BY THE CITY, REQUESTING CITY STAFF NEGOTIATE AND PREPARE AN AGREEMENT FOR OCCUPANCY AND USE OF THAT FACILITY BY SELF; AND PROVIDING AN EFFECTIVE DATE.

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, the City’s Sustainability Goals include a 100% clean energy transition, protection and enhancement of natural systems and preserves, sustainable built environment practices, improvement of our local economy, and a Healthy St. Pete; and

WHEREAS, the League of Women Voters of the St. Petersburg Area (the “League”), in partnership with national non-profit Community Power Network, established the Florida Solar United Neighborhoods (“FL SUN”) program to help communities learn about solar and use a purchasing co-operative model to achieve discounts by purchasing solar through a competitive bulk-purchasing process; and

WHEREAS, in July 2016, a FL SUN pilot program was established in St. Petersburg and, in six months, it enrolled 230 co-op member households and contracted 55 individual home installations, averaging 7 KW per system; and

WHEREAS, the League has requested the City provide $75,000 to help fund a dedicated, full-time staff member to coordinate FL SUN in St. Petersburg, along with program materials, advertising, and other overhead costs; and

WHEREAS, the Solar and Energy Loan Fund (“SELF”) is a -profit Community Development Financial Institution (“CDFI”) that provides unsecured microloans, at below market rate, to allow low-income, low-wealth, and other disadvantaged people to access financing for projects related to energy conservation, renewable energy, wind hazard mitigation, water conservation, disability, and water quality, including private sewer laterals; and

WHEREAS, SELF has requested that the City provide $100,000 a year for three years, along with office space, to help establish a local SELF office with a full-time staff member responsible for lending activities in the City, with a goal of achieving an annual average of $1 million in lending; and

WHEREAS, the City received a net amount of approximately $6.5 million from settlement of the 2010 Deepwater Horizon oil spill in the Gulf of Mexico (the “BP Settlement”); and

WHEREAS, the Energy, Natural Resources & Sustainability Committee of City Council (“ENRS”) met on June 15, 2017, and voted to recommend the use of $375,000 of the remaining BP Settlement funds to provide the funding requested by the League and SELF; and

WHEREAS, City Council desires to approve the use of BP Settlement funds recommended by ENRS; and
WHEREAS, City Council also desires to help SELF secure office space at a facility in St. Petersburg, with preference given to the City’s new Financial Empowerment Center, given the complementary nature of the programs envisioned for that facility and the lending program proposed by SELF.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves ENRS’ recommendation to use a total of $375,000 in remaining BP Settlement funds to provide $75,000 to support the FL SUN program and $300,000 over a three-year period to support SELF, with all such funding subject to agreements to be approved by City Council.

BE IT FURTHER RESOLVED that the City Council hereby requests that City staff negotiate and prepare agreements for such funding and present those agreements to City Council for consideration and approval.

BE IT FURTHER RESOLVED that the City Council hereby approves the following supplemental appropriation for FY17 from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund (0001)</td>
<td></td>
</tr>
<tr>
<td>Mayor’s Office (0001-020)</td>
<td>$375,000</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the City Council hereby requests that City staff assist SELF in identifying a facility in St. Petersburg that can be used by SELF as its local office, with preference given to the City’s new Financial Empowerment Center.

BE IT FURTHER RESOLVED that the City Council hereby requests that, if such office space is located in a City-owned facility, City staff also negotiate and prepare a lease agreement, use agreement, or other form of agreement with SELF for the occupancy and use of that office space and present that agreement to City Council for consideration and approval.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

City Attorney (Designee)  Budget
MEMORANDUM
City of St. Petersburg City Council
Meeting of August 3, 2017

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

Date: July 21, 2017

Subject: A RESOLUTION APPROVING $75,000 IN FUNDING TO SUPPORT THE FLORIDA SOLAR UNITED NEIGHBORHOODS PROGRAM, WHICH PROMOTES COOPERATIVE INSTALLATION OF RENEWABLE ENERGY IN ST. PETERSBURG; APPROVING $300,000 IN FUNDING TO SUPPORT THE SOLAR AND ENERGY LOAN FUND (“SELF”) PROGRAM, WHICH PROVIDES UNDERSERVED COMMUNITIES WITH FINANCING OPTIONS FOR ENERGY CONSERVATION AND EFFICIENCY, RENEWABLE ENERGY, WIND-HAZARD MITIGATION, WATER QUALITY, AND OTHER RESILIENCY FEATURES; APPROVING A SUPPLEMENTAL APPROPRIATION FROM REMAINING BP SETTLEMENT FUNDS TO PROVIDE SUCH FUNDING; REQUESTING CITY STAFF NEGOTIATE AND PREPARE AGREEMENTS TO PROVIDE SUCH FUNDING; REQUESTING CITY STAFF TO ASSIST SELF IN IDENTIFYING AN APPROPRIATE FACILITY FOR USE AS AN OFFICE AND, IF SUCH FACILITY IS OWNED BY THE CITY, REQUESTING CITY STAFF TO PREPARE AN AGREEMENT FOR OCCUPANCY AND USE OF THAT FACILITY BY SELF; AND PROVIDING AN EFFECTIVE DATE.

Proposal Overview
Based on Florida Solar United Neighborhoods Program (FL SUN) in partnership with the Community Power Network (CPN) and the League of Women Voters (LWV) 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 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 FL SUN Program to allow CPN 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 Empowerment 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.

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>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 groundwork 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. This structure provides a needed link to parts of the market not covered by traditional bank or SELF financing. The city continues to work with Pinellas County 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 ENRS recommendation of approval to City Council (August 2017)
2. Draft partnership and grant agreements as well as real estate agreement as-needed
3. PACE agreement to City Council (August/September 2017)
   - County program may now cover city – breaking news June 2017; not final
4. SELF hires local FT staff (August/September 2017)
5. LWV/CPN hires FT staff (August/September 2017)
6. PACE + SELF up January 2018
7. Co-op sign up ready (January/February 2018)

**Backup Information**

The following three documents are included:

- FL SUN 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. Installed KWs ranged from 3 to 15 per household, and the cost per KW averaged $2.50.

Since that time, we have launched nine more co-ops across the state, from central Miami to the Space Coast. Over the next several months, nine more co-ops will launch around the state, two of which are in the Miami Dade geography, and two are in the Tampa Bay region, including Hillsborough and North Pinellas. Orlando has launched three successive co-ops, with each delivering an increasing membership, 80, 160, and 550 respectively, demonstrating the demand for residual 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, an 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](http://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 the 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 fees-for-service. However, the fee does help offset FL SUN’s needs for grants.

**Miami-Dade Program Budget – Year 1**

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<thead>
<tr>
<th>Expenses</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Staff Expense</td>
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<tr>
<td>• St Pete Co-op Program Coordinator</td>
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<tr>
<td>• CPN cross-cutting team: Co-op Program Manager, Communications Director, Development Director, Chief of Staff, &amp; Executive Director</td>
<td>$60,000</td>
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<td>Program materials, travel, advertising, etc.</td>
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<td>Overhead Expenses</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$75,000</strong></td>
</tr>
</tbody>
</table>

2 http://www.forbes.com/sites/toddwoody/2012/11/05/solar-americas-fastest-growing-job-creationengine/#2906e0b32cce
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>
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<tr>
<th>ANNUAL BUDGET</th>
<th>ST. PETE</th>
<th>SELF</th>
<th>TOTAL</th>
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<td>$100,000</td>
<td>$200,000</td>
</tr>
<tr>
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<td>$1,000,000</td>
<td>$1,000,000</td>
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<tr>
<td>Total Cost</td>
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<td>$1,100,000</td>
<td>$1,200,000</td>
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<tr>
<td>Project Participation</td>
<td>8.3%</td>
<td>91.7%</td>
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</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.
ST. PETERSBURG CITY COUNCIL
Meeting of August 3, 2017

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a supplemental appropriation in the amount of $1 million from the unappropriated balance of the Intown West Tax Increment District Fund (1107) for transfer to the General Capital Improvement Fund (3001) to the EDGE District Improvements project (16704) for the completion of EDGE District improvement projects; and providing an effective date.

EXPLANATION: City Council unanimously approved The EDGE District Improvement Plan on February 2, 2017. The EDGE District Improvement Plan provides the City, the EDGE District Business Association, residents, and business owners with recommendations aimed at further enhancing the economics, livability and overall aesthetics of the EDGE District.

The Intown West Tax Increment District Fund is the primary funding source for Plan projects, and has a balance of $4.9 million. The appropriation will fund gateway markers on Central Avenue and other key entry points within the District. Streetscape improvements will include trash cans, benches, planters, plant materials and the elimination of sidewalk obstructions, and may include transit amenities, curb bulb-outs, imprint crosswalks, signage, and other enhancements. These projects are priorities of The EDGE District Improvement Plan.

RECOMMENDATION: Administration recommends APPROVAL of the attached resolution.

COST/FUNDING INFORMATION: The Intown West Tax Increment District Fund (1107) currently has a balance of $4.9 million. This supplemental appropriation to the EDGE District Improvements project (16074) in the amount of $1 million from the unappropriated balance of the Intown West Tax Increment District Fund will be transferred to the General Capital Improvement Fund (3001) to the EDGE District Improvements project (16704).

ATTACHMENTS: Resolution

APPROVALS:

Administrative: [Signature]

Budget: [Signature]

Legal: [Signature]
RESOLUTION NO. 2017-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1 MILLION FROM THE UNAPPROPRIATED BALANCE OF THE INTOWN WEST TAX INCREMENT DISTRICT FUND (1107) FOR TRANSFER TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO THE EDGE DISTRICT IMPROVEMENTS PROJECT (16704) FOR THE COMPLETION OF PROJECTS WITHIN THE EDGE DISTRICT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Community Redevelopment Agency recommended an appropriation of $1 million for Plaza Parkway/Transportation Infrastructure Improvement projects within the approved Intown West Community Redevelopment Plan; and

WHEREAS, the St. Petersburg City Council unanimously approved The EDGE District Improvement Plan on February 2, 2017; and

WHEREAS, The EDGE District Improvement Plan provides recommendations to enhance the economics, livability and overall aesthetics of the EDGE District: and

WHEREAS, the EDGE District Improvement Plan identifies gateway markers, and streetscape improvements as top priorities; and

WHEREAS, a supplemental appropriation in the total amount of $1 million from the unappropriated balance of the Intown West Tax Increment District Fund (1107) is needed to complete projects in the EDGE District.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the Intown West Tax Increment District Fund (1107), the following supplemental appropriation for FY 2017:

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<thead>
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<th>Fund</th>
<th>Allocation</th>
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<tr>
<td>Intown West Tax Increment District Fund (1107)</td>
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<tr>
<td>Transfer to General Capital Improvement Fund</td>
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<tr>
<td>General Capital Improvement Fund</td>
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<tr>
<td>Edge District Improvements</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signatures]

City Attorney (designee)  Budget

Sophia Sorola  Administration
July 17, 2017

TO: The Honorable Members of City Council

SUBJECT: Port Update

PRESENTER: Alan DeLisle, Administrator City Development

SCHEDULE FOR COUNCIL ON:

   Agenda of August 3, 2017

Ed Montanari
Council member, District 3
Resolution No. ___

A RESOLUTION SUPPORTING BRINGING THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION’S SOUTHEAST FISHERIES SCIENCE CENTER TO THE CITY OF ST. PETERSBURG; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the National Oceanic and Atmospheric Administration currently is exploring a new location for its Southeast Fisheries Science Center (the “Center”); and

WHEREAS, Marine and Life Science is one of the target industry clusters in the City’s recently established Grow Smarter Job Creation and Talent Attraction Program (the “Program”); and

WHEREAS, the City owns land adjacent to its Marine Science cluster and such land is available and well-suited to be the location of the Center; and

WHEREAS, locating the Center within the City would further the Program’s objective of encouraging the hiring and retention of employees within target industry clusters by bringing up to 225 new jobs to the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council supports bringing the National Oceanic and Atmospheric Administration’s Southeast Fisheries Science Center to the City of St. Petersburg.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)
Meeting of August 3, 2017

Submitting Department: Planning and Economic Development

Department Contact: Rick D. Smith (#7106)

Agenda Category: Report

Agenda Subject Matter: Approving the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area; Superseding Resolution 2017-260

APPROVALS:

Administrative: 

Budget: N/A

Legal:

Is attached back-up material complete? Yes
ST. PETERSBURG CITY COUNCIL
Meeting of August 3, 2017

TO

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

SUBJECT

Approving the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area; Superseding Resolution 2017-260

RECOMMENDATION

Administration recommends City Council approve the attached Resolution.

OVERVIEW

On April 20, 2017, City Council approved the Fifth Amendment to the IRP Interlocal Agreement (as amended, “Interlocal”). Such Fifth Amendment was sent to Pinellas County which responded to it by proposing, in addition to the City’s changes related to the reallocation of the $14 million dollars, to a ceiling of $190.98 million for total tax increment financing (TIF) contributions needed to complete the IRP program for the projects identified in Table 2 and modifying other provisions of the Interlocal.

The attached amended and restated interlocal agreement (“Amended and Restated Interlocal”) was prepared to incorporate the changes requested by both the City and the County related to the commitment of tax increment revenues in the Intown Redevelopment Area (“Area”).

The Amended and Restated Agreement:

(i) Reallocates $14 million in tax increment funds previously allocated for a Mixed Use Transportation Facility as follows: (1) up to $10 million of these funds for: (i) Enhancements to the Municipal Pier Project and/or (ii) Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District; and (2) $4 million of these funds to Downtown Transportation and Parking Improvements throughout the Area;

(ii) Provides that any of the $10 million in tax increment funds not utilized by the City for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million allocated to Downtown Transportation and Parking Improvements;

(iii) Provides for a future discussion for projects related to parking and transportation enhancements within the Area and projects related to the redevelopment of the Tropicana Field property;

(iv) Modifies the duties of the City and County; and
Adds the $190.98 million contribution ceiling for total TIF contributions, which is based on the City's prior and projected use of TIF contributions since the approval of the Interlocal in 2005.

The total TIF contributions needed to complete the projects identified in the Amended and Restated Agreement are as follow:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005-2012 Debt Service on pre-2005 Projects</td>
<td>$50.4 million</td>
</tr>
<tr>
<td>Approved Projects in Current IRP Table 2</td>
<td>$117.354 million</td>
</tr>
<tr>
<td>Financing Costs</td>
<td>$23.23 million</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$190.98 million</strong></td>
</tr>
</tbody>
</table>

The $190.98-million contribution ceiling is a cap based in part on current projects identified in Table 2, however, the Amended and Restated Agreement recognizes the potential need for public revenue to support future projects related to parking and transportation enhancement within the Area as well as projects related to the redevelopment of the Tropicana Field property. Future discussions between the City and County may include: 1) increasing the total contributions made by the City and County; 2) extending the term; and 3) amending the percentage contributions to the Intown Redevelopment Trust Fund by the City and County. If both the City and County mutually agree to additional terms and/or modifications then a future amendment to the Amended and Restated Interlocal may be executed.

**RECOMMENDATION**

Administration recommends City Council approve the attached Resolution approving the Amended and Restated Interlocal and Superseding Resolution 2017-260 (which resolution adopted on April 20, 2017, approved the Fifth Amendment to the Interlocal).

Attachment: Resolution

Amended and Restated Interlocal Agreement
NO. 2017 -

A RESOLUTION APPROVING THE AMENDED AND 
RESTATED INTERLOCAL AGREEMENT BETWEEN THE 
CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS 
COUNTY, FLORIDA FOR THE COMMITMENT OF TAX 
INCREMENT REVENUES IN THE INTOWN 
REDEVELOPMENT AREA; AUTHORIZING THE MAYOR 
OR HIS DESIGNEE TO EXECUTE THE AMENDED AND 
RESTATED INTERLOCAL AGREEMENT; SUPERSEDING 
RESOLUTION 2017-260; AND PROVIDING AN EFFECTIVE 
DATE.

WHEREAS, in 1981 and 1982 both the City of St. Petersburg, Florida ("City") and the 
Pinellas County, Florida ("County") approved certain resolutions and ordinances creating the 
Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown 
Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into 
which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the 
Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original 
Interlocal Agreement") for the Plan on April 21, 2005, to formalize the obligations of the 
respective Parties for $95.354 million of approved projects utilizing tax increment financing 
revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater 
($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Interlocal Agreement has been amended four times since 2005; and

WHEREAS, the City desires to reallocate $14.0 million in tax increment funds previously 
allocated for a Mixed Use Transportation Facility as follows: (1) up to $10 million of these funds 
for: (i) Enhancements to the Municipal Pier Project and/or (ii) Enhancements to the Downtown 
Waterfront Master Plan Improvements in the Pier District; and (2) $4 million of these funds to 
Downtown Transportation and Parking Improvements throughout the Area; and

WHEREAS, any of the $10 million in tax increment funds not utilized by the City for 
Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront 
Master Plan Improvements in the Pier District shall be allocated to augment the $4.0 million 
allocated to Downtown Transportation and Parking Improvements; and
WHEREAS, appropriations of the $14 million tax increment funds towards specific projects will require future approval of the St. Petersburg City Council; and

WHEREAS, in addition to reallocating $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility, the City and County also wish to (i) modify the duties of the Parties, (ii) define a total contribution for the Fund, and (iii) provide for a future discussion which shall include projects related to parking and transportation enhancements, and projects related to redevelopment of the Tropicana Field property; and

WHEREAS, the City and County now desire to execute an Amended and Restated Agreement for the commitment of tax increment revenues in the Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute the Amended and Restated Interlocal Agreement.

BE IT FURTHER RESOLVED, that Resolution 2017-260 is hereby superseded by this resolution.

This resolution shall become effective immediately upon its adoption.

APPROVED BY:

City Attorney (Designee)
Document No. 330661

APPROVED BY:

Administration
AMENDED AND RESTATED INTERLOCAL AGREEMENT
Intown Community Redevelopment Area
AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE COMMITMENT OF TAX INCREMENT REVENUES IN THE INTOWN REDEVELOPMENT AREA

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is entered into this __ day of __________, 2017 ("Effective Date"), between the City of St. Petersburg, Florida, a municipal corporation ("City") and Pinellas County, a political subdivision of the State of Florida, ("County") (collectively "Parties").

RECITALS:

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act in 1969, as amended, and codified as Part III, Chapter 163, Florida Statutes; and

WHEREAS, the County and the City mutually desire to increase the ad valorem tax base of the County and the City within St. Petersburg; and

WHEREAS, in 1981 and 1982 both the City and the County approved certain resolutions and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original Interlocal Agreement") for the Plan on April 21, 2005, to formalize the obligations of the respective Parties for $95.354 million of approved projects utilizing tax increment financing revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater ($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Interlocal Agreement has been amended four times since 2005, consisting of the following amendments:

1. March 21, 2006: to add $2.0 million to the approved project budget to pay for improvements to the Bayfront Center/Mahaffey Theater Complex, now the Duke Energy Center for the Arts, for a total project amount of $97.354 million;

2. December 2, 2010: to decrease the tax increment funds allocated to both Pedestrian System/Streetscape Improvements and Park Improvements projects by $2.5 million...
each (for a total reallocation of $5.0 million) to pay for improvements to the Salvador Dali Museum and the Progress Energy (now Duke Energy) Center for the Arts; and

3. July 12, 2011: to renumber Table 1B (TIF Funding Required for New Public Improvement Projects, 2005-2035) as Table 2; modify proposed implementation dates of the approved projects; and remove descriptions, proposed time frames and funding amounts for specific phases of approved projects as shown in the new Table 2; and

4. December 1, 2015: to add $20.0 million for Downtown Waterfront Master Plan Improvements in the Pier District (Pier Approach location), for a total budget of $117.354 million to implement the redevelopment plan.

WHEREAS, the City began some of the approved projects in the Plan prior to 2012, and committed tax increment revenue funding to assist in the repayment of bonds or other indebtedness for those projects set forth in the Plan; and

WHEREAS, the City has requested to amend the Original Interlocal Agreement, as amended, to reallocate $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility as follows: (1) up to $10 million of these funds for: (i) Enhancements to the Municipal Pier Project and/or (ii) Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District; and (2) $4 million of these funds to Downtown Transportation and Parking Improvements throughout the Area; and

WHEREAS, any of the $10 million in tax increment funds not utilized by the City for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4.0 million allocated to Downtown Transportation and Parking Improvements; and

WHEREAS, the Parties also wish to modify other sections of the Original Interlocal Agreement, as amended, to (i) modify the duties of the Parties, (ii) define a total contribution for the Fund, and (iii) provide for a future discussion which shall include projects related to parking and transportation enhancements, and projects related to redevelopment of the Tropicana Field property; and

WHEREAS, the Parties now desire to execute an Amended and Restated Agreement consistent with the foregoing recitals and subject to the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Projects.** The Parties shall work cooperatively to accomplish the financing of the projects set forth in Table 2, which is attached to this Agreement as Attachment A and made a part hereof and as identified in the Plan ("Projects"), which are funded with tax increment revenues.
3. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until the completion of all Projects or the complete repayment of all outstanding bonds or other indebtedness used to pay for the Projects, whichever occurs later ("Term").

4. **Total Contribution for the Fund.** The total contributions made by the Parties for the Projects (including cost of issuance and interest) is one hundred ninety million nine hundred eighty four thousand eight hundred eighty two dollars ($190,984,882).

5. **Future Discussions.** The Parties agree to discuss, at a future date and time mutually agreed upon by the Parties, projects related to parking and transportation enhancements within the Area and projects related to the redevelopment of the Tropicana Field property. Such discussions may include (i) increasing the total contributions made by the Parties under Section 4, (ii) the Term of this Agreement, and (iii) amending the percentage contributions to the Fund by each party. If the Parties agree to additional terms and/or modifications of other terms set forth in this Agreement as a result of such discussions, the Parties may amend this Agreement consistent with the Pinellas County Board of County Commissioners’ CRA policy.

6. **City’s Duties.** The City:
   
   A. May finance Projects, so long as no such financing commits tax increment revenues payable by the County beyond the amount set forth to be paid collectively by the Parties in Section 4.
   
   B. May finance Projects on a pay-as-you go basis using excess tax increment revenues.
   
   C. Shall use tax increment revenues to:
      
      i. pay annual debt service for the financing of Projects;
      
      ii. pay bank loans for the financing of Projects;
      
      iii. reimburse the City for any payments made by the City from other sources prior to issuing any debt for the financing of Projects;
      
      iv. retire or redeem any outstanding approved indebtedness; or
      
      ii. pay costs for Projects on a pay-as-you-go basis.
   
   D. Shall appropriate and pay the City’s portion of the tax increment revenues for the Area to the Fund.
   
   E. Shall only expend tax increment revenues on Projects approved by the Pinellas County Board of the County Commissioners.
   
   F. Shall provide the data and analysis necessary for the County to conduct the fifteen (15) year review, pursuant to Section 38-61 of the Pinellas County Code of Ordinances.
7. **County’s Duties.** The County:

   A. Shall cooperate with the City to obtain any proposed financing by the City by providing such documents or certifications as necessary, so long as such financing does not commit the expenditure of tax increment revenues beyond the amount set forth in Section 4 of this Agreement.

   B. Shall appropriate and pay to the Intown Redevelopment Area Community Redevelopment Agency all tax increment revenues from the Area prior to April 1st of each year. The County’s obligation to annually budget and appropriate on or before October 1st and pay over to the Fund by April 1st of each year shall continue until such time as the contributions made by the Parties have reached the amount set forth in Section 4 of this Agreement. The County’s increment contributions are to be accounted for as a separate revenue within the Fund but may be combined with other revenues for the purpose of paying debt service. In no year shall the County’s obligation to the Fund exceed the amount of that year’s tax increment as determined in Section 38-61 of the Pinellas County Code of Ordinances.

8. **Records, Reports, and Inspection.** The City shall maintain financial records, accounting and purchasing information, and books and records for the Projects. These books, records, and information shall comply with general accounting procedures. All documents related to the Projects are public records and shall be retained and provided as required by law. The City shall comply with Chapter 119, Florida Statutes.

9. **Compliance with Federal, State, County, and Local Laws.** The Parties shall comply with all applicable federal, state, county, and local laws, regulations and ordinances at all times.

10. **Termination of Agreement.** Neither the City nor the County may terminate this Agreement, as long as there are any outstanding bonds or other indebtedness used to pay for the projects which were funded by tax increment revenues.

11. **Indemnification and Release.** The County and the City shall be fully responsible for their own acts of negligence and their respective agents’ acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein in intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

12. **Discrimination.** The City and the County shall not discriminate against any person in violation of Federal, State, or local law and ordinances.
13. **Assignment.** This Agreement may not be assigned.

14. **Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

16. **Notification.** All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, to the Mayor or County Administrator, or upon the actual date of delivery, if hand delivered to the Mayor or County Administrator.

17. **Waiver.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

18. **Governing law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts, shall be in Pinellas County, Florida. 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 Pinellas County, in which case action shall be brought in that division.

19. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

20. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

21. **Approval.** This Agreement is subject to approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

22. **Original Interlocal Agreement.** The Original Interlocal Agreement, as amended, is hereby amended and restated. Commencing on the Effective Date, all terms and conditions of said Original Interlocal Agreement, as amended, shall be replaced in their entirety by this Agreement.
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

CITY OF ST. PETERSBURG

By: ____________________________  By: ____________________________
Chairman                           Mayor

ATTEST:
KEN BURKE, Clerk

CHANDRAHASA SRINIVASA, City Clerk

By: ____________________________  By: ____________________________
Deputy Clerk                      Deputy City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT AND FORM

By: ____________________________  By: ____________________________
Office of County Attorney          Office of the City Attorney
333341 Execution Version
Attachment A

Table 2 of the Intown Redevelopment Plan
### TABLE 2
Intown Redevelopment Plan

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Pier Project (1)</td>
<td>2008-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$50M</td>
<td>To be Determined</td>
<td>$50M</td>
</tr>
<tr>
<td>Downtown Waterfront Master Plan Improvements – Pier District</td>
<td>2016-2020</td>
<td>Pier Approach</td>
<td>$20M</td>
<td>No other public funding identified.</td>
<td>$20M</td>
</tr>
<tr>
<td>Duke Energy Center for the Arts</td>
<td></td>
<td>NE Corner of 1st St/5th Ave S</td>
<td>$25.854M</td>
<td>City ($2.932M)</td>
<td>$31.286M</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>2005-2011</td>
<td></td>
<td>$2.5M</td>
<td></td>
<td>$2.5M</td>
</tr>
<tr>
<td>Salvador Dali Museum</td>
<td>2010-2011</td>
<td></td>
<td></td>
<td></td>
<td>$2.5M</td>
</tr>
<tr>
<td>Enhancements to the Municipal Pier Project (2)</td>
<td>2017-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$10M</td>
<td>No other public funding identified.</td>
<td>$10M</td>
</tr>
<tr>
<td>Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District (2)</td>
<td></td>
<td>Pier Approach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Downtown Transportation and Parking Improvements</td>
<td>2017-2020</td>
<td>Throughout the IRP District</td>
<td>$4M</td>
<td>No other public funding identified.</td>
<td>$4M</td>
</tr>
</tbody>
</table>

1 Table 2 was amended by the First (March 21, 2006), Second (December 2, 2010), Third (July 12, 2011), Fourth (December 1, 2015) and Fifth (April 20, 2017) amendments to the Intown Redevelopment Plan Interlocal Agreement.
<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian System/Streetscape Improvements</td>
<td>2006-2035</td>
<td>Throughout IRP District</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Park Improvements</td>
<td>2006-2035</td>
<td>Waterfront Park System</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Utility Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City and Private Developers</td>
<td>TBD</td>
</tr>
<tr>
<td>Signage</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City</td>
<td>TBD</td>
</tr>
<tr>
<td>Bicycle Trails</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>City Marina Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
</tbody>
</table>
## TABLE 2
### Intown Redevelopment Plan
#### TIF Funding Required for New Public Improvement Projects - 2005-2035*

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

**Maximum TIF Funds Required: $117,354**

* TIF expenditures may only be utilized for those Designated Projects in Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

(1) Because of the size of the project, the timing and/or amounts necessary for the Municipal Pier Project may need to be revised in the future. Such changes shall only occur in an amendment to the Interlocal Agreement between the City and County.

(2) The allocation of up to $10 million in TIF for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be determined by the City. Any of the $10 million in TIF not utilized for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million in TIF allocated to Downtown Transportation and Parking Improvements.
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Awarding an agreement to CH2M Hill Engineers, Inc. for Phase I of the Stormwater Management Master Plan Update at a total contract amount of $265,579.19. (Engineering Project Number 17037-110; Oracle Project Number 15775).

Explanation: On November 16, 2016, the City issued a Request for Qualifications, RFQ 6305, Consulting Services, Stormwater Management Master Plan Update ("SMMP"). On January 12, 2017, the City received five Statements of Qualifications (SOQs) from the following firms:

1. Atkins North America, Inc.
2. CH2M Hill Engineers, Inc.
3. Environmental Consulting & Technology, Inc.
4. Geosyntec Consultants, Inc.
5. Grissom Smith, Inc.

The Statements of Qualifications were evaluated based on the following criteria: background and experience; project approach; relevant project examples; resumes of staff, and technical capability.

Evaluations of the four proposals were conducted by the following staff:

Brejesh Prayman, Director, Engineering & Capital Improvements
John Palenchar, Interim Director, Water Resources
John Norris, Director, Stormwater, Pavement & Traffic Operations
David Abbaspour, Senior Professional Engineer, Engineering & Capital Improvements
Sharon Wright, Sustainability Manager, Mayor’s Office
Carlos Frey, Senior Professional Engineer, Engineering & Capital Improvements

Four firms were invited to make oral presentations before the evaluation committee. The firms were:

1. Atkins North America, Inc.
2. CH2M Hill Engineers, Inc.
3. Environmental Consulting & Technology, Inc.
4. Geosyntec Consultants, Inc.

On February 22, 2017, the evaluation committee considered the oral presentations, interviewed the four firms and deliberated to rank the firms in accordance with the Consultants Competitive Negotiation Act, Florida Statutes, Chapter 287.055.

As a result of the presentations and interviews, the firms were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CH2M Hill Engineers, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Atkins North America, Inc.</td>
</tr>
<tr>
<td>3.</td>
<td>Geosyntec Consultants, Inc.</td>
</tr>
<tr>
<td>4.</td>
<td>Environmental Consulting &amp; Technology, Inc.</td>
</tr>
</tbody>
</table>

The consultant will perform a comprehensive update to the SMMP for the City of St. Petersburg in accordance with City, Southwest Florida Water Management District (SWFWMD) and the Federal Emergency Management Agency (FEMA) requirements.
The consultant will make recommendations for water quality, flood control, and natural system improvements. In addition, the SMMP shall consider sea level rise, where appropriate, as part of the City’s resilience planning efforts. The City’s current master plan was written in 1994 and requires updating due to several factors. Many of the recommended projects from the current plan have been implemented. Technology has improved, providing more accurate and detailed models. Better digital topographic data exists. Additionally, a resiliency component will be studied through the use of current sea level rise predictions and models.

In Phase I of the SMMP update, the consultant will focus on the Lake Maggiore watershed (Basin C), due to prolonged flooding experienced along Dr. Martin Luther King, Jr Street South and throughout the neighborhood on the north side of the lake during August 2016. Due to the anticipated length of the full SMMP update, Basin C studies will be expedited, including development of best management plans to address the flooding. The consultant will develop data that can be used in the SMMP update, but will provide recommendations for improvements within 160 days of the notice to proceed. In addition to the Basin C focus, the consultant will develop the scope of the full SMMP with the City and SWFWMD. The SMMP update scope of services will be submitted to SWFWMD for approval and agreement on funding. It is anticipated that the consultant agreement for the full SMMP update will be brought to City Council in October, 2017.

The Procurement Department, in cooperation with the Stormwater, Pavement and Traffic Operations and Engineering and Capital Improvements departments, recommends award to:

CH2M Hill Engineers, Inc. ........................................................ $265,579.19

CH2M Hill Engineers, Inc., the highest ranked firm, has previously performed similar work for the City with the Basin G SMMP update and BMP recommendations and design, and for other municipalities, including The City of Oldsmar watershed master plan Update, SWFWMD’s Lower Coastal Watershed Management Plan, Manatee County Watershed Evaluation and the City of Wachula BMP analysis. Negotiations were conducted with CH2M Hill resulting in the proposed contract cost.

CH2M Hill Engineers, Inc., is headquartered in Englewood, Colorado, with offices in Tampa. They employ over 20,000 personnel, with approximately 85 in Tampa, and have been in business since 2004.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Stormwater Drainage Capital Improvement Fund (4013), Master Plan Update SW FY17 Project (15775).

Attachments: Technical Evaluation (5 pages)  
Meeting Minutes (4 pages)  
Agreement (34 pages)  
Resolution

Approvals:  
   Administrative  
   Budget
Summary Work Statement

The City received five Statements of Qualifications (SOQs) for RFQ 6305: Consulting Services, Stormwater Management Master Plan Update. The successful firm will provide an updated Stormwater Management Master Plan in accordance with the City, Southwest Florida Water Management District (“SWFWMD”) and the Federal Emergency Management Agency’s (“FEMA”) requirements. The five SOQs were received from:

1. Atkins North America, Inc.
2. CH2M Hill Engineers, Inc.
3. Environmental Consulting & Technology, Inc.
4. Geosyntec Consultants, Inc.
5. Grissom Smith, Inc.

Evaluation Committee

Evaluations of the SOQs were conducted by the following staff:

- Brejesh Prayman, Director, Engineering & Capital Improvements
- John Palenchar, Interim Director, Water Resources
- John Norris, Director Stormwater, Pavement & Traffic Operations
- Sharon Wright, Sustainability Manager, Mayor’s Office
- Carlos Frey, Senior Professional Engineer, Engineering & Capital Improvements
- David Abbaspour, Senior Professional Engineer, Engineering & Capital Improvements

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team Background and Experience
- Project Approach
- Relevant Project Examples
- Small, Minority, Women and Disadvantaged Business Enterprise
- Exceptions to modified AIA Documents

Offerors' Profiles

Below is a profile of each firm and a summary of the strengths and weaknesses of each as reported after the initial, independent review.

Atkins North America, Inc. maintains its company headquarters in Tampa. Atkins has approximately 199 local employees in a firm of approximately 2,300. Founded in Florida in 1960, its predecessor was Post Buckley, Schuh & Jernigan, Inc. Atkins has been registered with the Florida Department of State, Division of Corporations, since January 2011.

Strengths include: predecessor firm prepared prior plan; present team is well qualified; good local knowledge; few sub-consultants, mostly in-house; Peter Nikolov, as sub from Pennoni
Associates, Inc., is a strength; Nikolov is very familiar with the City's drainage and roadway design process, having prepared an update within the past two years to the current plan; prior master plans for SWFWMD. Excellent presentation; impressive team; impressive level of service tool, grant-funding experience, public meeting experience, calibration tool; updated FEMA plan assisted the City in getting more points, resulting in insurance discounts for residents; gave substantial level of confidence; gave basin demonstration for level of service; very strong interest in the project; using SWMM five in seven watershed master plans; basis of design report by Peter Nikolov. Addressed community outreach; identified STAR categories; strong modeling group; Robert Beltran is an impressive resource who can help navigate funding issues and who has worked as a consultant for the wastewater pump station project; doing GIS planning for the County;

Weaknesses include: predecessor team PBS&J for master plan; prior project lacked background work; did not visit site; did not adjust level of service; delayed project due to lack of information and deadline to implement; (However, the review team recognized that this is a new project, and that the proposed project team was not responsible for the prior work.); not currently a consultant for the City

The Statement of Qualifications meets the RFQ requirements.

CH2M Hill Engineers, Inc. is a Delaware corporation founded in 2004, with corporate headquarters located in Englewood, Colorado. The firm maintains a Tampa office with 85 employees in a company with nearly 21,000.

Strengths include: project examples are very good; strong experience with team members; working on Miami-Dade resiliency study; local sub-consultants include Janicki Environmental, Inc. and Land & Water Engineering Science, Inc., both familiar with our SWMM model; addresses resiliency and sea level rise; strong project approach; extensive modeling and planning experience; City has worked with them on multiple projects; modeler is well qualified; reviewed level of service; grant funding application experience; calibration of existing and future model; included Vistra Communications, LLC for the public engagement piece with experience on water-related projects; intermediary to the public and media is good; fairly cohesive team; working on the City's I&I mitigation plan; resiliency planning and modeling strengths; Jason Bird will search out ideas; Jeannette Kelson is a strong project manager, well versed in the requirements; this is a dedicated team for this specific project; working on modeling wastewater assets; can take immediate action due to current assignments with the City and knowledge of the wastewater system;

Weaknesses include: communications team will need to be educated about the type of project to effectively deliver the City's message (review team recognized this, but did not consider it a factor).

The Statement of Qualifications meets the RFQ requirements.

Environmental Consulting & Technology, Inc. was incorporated in Delaware in 1989. Thirty-one of approximately 190 employees work out of the Tampa office.

Strengths Include: prior experience with ECT; good sub-consultants; can meet SWWMFD protocol; project lead Robert Johnson was with AECOM; ECT as lead meets deadlines in prior projects; Palmetto street LID description was an excellent example; level of service review important; projects presented were impressive.
Weaknesses include: heavy reliance on AECOM's role; communication with AECOM was not good after Robert Johnson left the firm; had to obtain extension to AECOM lead project; AECOM is an important foundational piece of the team, which doesn't always put the client first. Scope of Watershed Master Plan with SWFWMD from 2003 to 2010 is not explained; presentation lacked team cohesiveness, with one team member, Robert Johnson, controlling; experience in similar projects not that strong; why didn't AECOM submit as lead consultant?

The Statement of Qualifications meets the RFQ requirements.

Geosyntec Consultants, Inc. was incorporated in Florida in 1983. It is headquartered in Clearwater, where 160 of 1,154 employees are located.

Strengths include: no prior experience with the City provides a fresh perspective; large firm with multiple disciplines; lists large sub-consultant group, including Janicki Environmental, a critical part of the team; outstanding sub that has worked on estuary programs and watershed management plan; modeling sub is Interflow Engineering, LLC; project team has good experience in water quality; strong project understanding; emphasizes stream restoration and native vegetation; addresses project priorities well; very good presentation, with multiple team members addressing their specialty for the E-Committee; very good job interview; effective communication, cohesive presentation; technology to prepare for flood events; good ideas for alternative uses of land and infrastructure, such as floating treatment wetlands for a built-out City; real-time control for structures in SCADA-type events; thought outside the box; addressed engagement of the public well; provided project schedule with priorities and action plan;

Weaknesses include: identified multiple sub-consultants; can they successfully manage them; no similar-sized projects listed; all projects listed are small in comparison to the City's impending master plan; lack experience with projects the magnitude of our wastewater integration master plan; this part of the presentation was not as strong as others; no project modeling of this size, specifically the number of watersheds; did not distinguish urban versus rural watershed; did not highlight wastewater component in presentation.

The Statement of Qualifications meets the City's requirements.

Grissom Smith, LLC is a limited liability company founded in 2016. Its headquarters is in Tampa, where the firm's three employees are located.

Strengths include: SBE (application pending) & WBE; Mike Smith, partner, is well known to the City, with a long time at CDM Smith Inc.; sub-consultant Mike Gregory developed hydrologic model graphic swim model, and is an expert in modeling.

Weaknesses include: Grissom Smith group doesn't have the project background sought by the City; not clear they are strong in following SWFWMD protocol; data conversion emphasized; project approach lacks details, for example, sea level rise; lacks lead experience with projects of this magnitude; small firm that doesn't have comparable project background.

The Statement of Qualifications meets the City's requirements.
Shortlisting and Oral Presentations

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on January 27, 2017, to identify no less than three firms in accordance with Florida’s Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

Four firms were invited to give presentations and interviews. They were:

1. Atkins North America, Inc.
2. CH2M Hill Engineers, Inc.
3. Environmental Consulting & Technology, Inc.
4. Geosyntec Consultants, Inc.

Oral presentations and interviews took place on February 22, 2017, before the evaluation committee for the purpose of clarifications and to ensure a 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:

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Rank  Firm
1. CH2M Hill Engineers, Inc.
2. Atkins North America, Inc.
3. Geosyntec Consultants, Inc.
4. Environmental Consulting & Technology, Inc.
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Recommendation for Award

On February 24, 2017, the evaluation committee deliberated to discuss the SOQs, presentations and interviews of the four finalist firms. CH2M Hill Engineers, Inc. was recommended for the award since they meet the requirements for the RFQ. The firm has met the requirements of RFQ No. 6305 and has been determined to be the most advantageous to the City, taking into consideration its years providing these services to the City, price and the evaluation criteria set forth in a RFQ.

The firm was selected for the following reasons:

- Years of experience in providing services to the City
- Staff assigned are of the highest quality
- Sub-consultant team has significant experience with the City's stormwater program
- Provides similar services to our neighboring municipalities
- They are knowledgeable of regulatory requirements
- Local office in Tampa allows for easy access and quick response
- Project is urgent and firm's current knowledge of wastewater systems is an asset to the project to allow integration with the sanitary sewer model
Title: RFQ No. 6305: Stormwater Management Master Plan Update  
Meeting Date: Friday, January 27, 2017  
Time: 1:30 p.m.  
Place: Water Resources Administration Building, Training Room

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| 1. Introductions | Evaluation Committee in attendance: Brejesh Prayman, Chair  
John Palenchar, Water Resources  
John Norris, SPTO  
Sharon Wright, Mayor’s Office  
Carlos Frey, Eng & Capital Imps  
David Abbaspour, Eng & Capital Imps |
| a. Public Comments | |
| b. Florida’s Open Meeting Law – FS 286.011 (MS) | |
| c. Prohibited Communication - AP #050100 (MS) | |
| d. Identify Chairperson (Brejesh Prayman) | |
| e. CCNA – FS 287.055 (MS) | |
| 2. Evaluations of Statement of Qualifications (Strengths and Weaknesses) | |
| a. Atkins North America, Inc. | |
| b. CH2M Hill Engineers, Inc. | |
| c. Environmental Consulting & Technology, Inc. | |
| d. Geosyntec Consultants, Inc. | |
| e. Grissom Smith, LLC | |
3. Short-list
   a. Atkins North America, Inc.
   b. CH2M Hill Engineers, Inc.
   c. Environmental Consulting & Technology, Inc.
   d. Geosyntec Consultants, Inc.

Motion by John Norris to include Atkins North America Inc. in shortlist; Seconded by Carlos Frey. Votes: Affirmative Unanimous

Motion by David Abbaspour to include CH2M Hill Engineers Inc. Seconded by Carlos Frey Votes: Affirmative Unanimous

Motion by Carlos Frey to include ECT in shortlist; Seconded by David Abbaspour Votes: Affirmative Unanimous

Motion by Sharon Wright to include Geosyntec in shortlist; Seconded by John Palenchar. Votes: Affirmative Unanimous

Motion by Sharon Wright to not include Grissom Smith in the short list. Seconded by Carlos Frey. Votes: Affirmative Unanimous

4. Clarifications/Questions

5. Adjournment
Title: RFQ No. 6305: Stormwater Management Master Plan Update
Meeting Date: Friday, February 24, 2017
Time: 8:00 a.m.
Place: Water Resources Administration Building, Training Room
St. Petersburg, FL

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</table>
| 1. Introductions | Evaluation Committee present  
Brejesh Prayman, Chair  
John Palenchar  
John Norris  
Carlos Frey  
Sharon Wright  
David Abbaspour |
| a. Public Comments | Following presentations by all four firms, the Evaluation Team did a blind ranking from 1 to 4, 1 being highest ranking firm |
| c. Prohibited Communication - AP #050100 [MS] | Carlos Frey, motioned to approve the ranking of the four firms; Sharon Wright seconded the motion |
| d. Identify Chairperson (Brejesh Prayman) | Motion passed unanimous vote |
| 2. Presentations & Interviews | |
| a. Atkins North America, Inc. | |
| b. CH2M Hill Engineers, Inc. | |
| c. Environmental Consulting & Technology, Inc. | |
| d. Geosyntec Consultants, Inc. | |
| 3. Following presentations by all four firms, the Evaluation Team did a blind ranking from 1 to 4, 1 being highest ranking firm | |
4. Ranking
   1. CH2M Hill Engineers, Inc.
   2. Atkins North America, Inc.
   3. Geosyntec Consultants, Inc.
   4. Environmental Consulting & Technology, Inc.

5. Adjournment at 10:44 a.m.
THIS ARCHITECT/ENGINEERING AGREEMENT ("Agreement"), made and entered into this _____ day of ____________, 2017 ("Execution Date"), by and between the City of St. Petersburg, Florida (the "City") and CH2M Hill Engineers, Inc. (the "A/E").

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 A/E agree as follows:

SECTION 1.0 – DEFINITIONS

1.1 "A/E" shall mean CH2M Hill Engineers, Inc.

1.2 "A/E Representative" shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the A/E.

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, design calculations, studies, permit documents, correspondence, design documents, the construction documents, and all other materials produced and developed by the A/E 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 A/E.

1.9 "Project" shall mean the development of a new Stormwater Master Plan.

1.10 "Scope of Services" means those services set forth in Section 4.0 that are required to be performed by the A/E in accordance with the terms and conditions of this Agreement.

1.11 "Work" shall mean all the work to construct the Project that is required to be performed by the contractor pursuant to a construction agreement between the City and contractor.
SECTION 2.0 – TERM OF AGREEMENT

2.1 The A/E’s time of performance for the Scope of Services shall commence on the Execution Date and shall be completed when the A/E has completed the Scope of Services and provided all of the Deliverables required by an in accordance with this Agreement ("Term"), unless this is earlier terminated as provided for herein.

SECTION 3.0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

3.1 The A/E 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 A/E and the Project.

3.2 The A/E shall be responsible for signing and sealing plans and specifications required by this Agreement.

3.3 The A/E shall maintain all necessary licenses, permits or other authorizations necessary to act as the A/E and which are required to provide the Scope of Services during the Term of this Agreement.

3.4 The A/E will become familiar with the Project site(s) and the local conditions under which activities and tasks for the Project will take place.

3.5 The A/E 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 A/E 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 A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that the A/E has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

3.8 The A/E acknowledges that the A/E is responsible for the acts and omissions (including negligent, reckless, or intentionally wrongful acts and omissions) of any A/E Representative in the performance of the Scope of Services required by this Agreement.

3.9 The A/E accepts the relationship of trust and confidence established between it and the City by this Agreement. The A/E 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 A/E shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the A/E under this Agreement.

3.11 The A/E 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, any Project component(s), and the Work.

3.12 The A/E acknowledges that the A/E shall prepare design Deliverables that can be constructed within the City's budget for construction, which shall be determined by the City in its sole and absolute discretion. The A/E shall monitor costs during the design of the Project and shall advise the City's Project Manager immediately of any deviations from the City's budget for construction. If at any time a cost estimate exceeds the City's budget for construction, the A/E shall submit to the City's Project Manager a written explanation for the reasons for the overage and identify all options available to the City to bring the estimate back within the budget for construction. The City, in its sole and absolute discretion, will determine the option to be followed.

3.13 The A/E 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 A/E is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the A/E's use of the Intellectual Property.

SECTION 4.0 – SCOPE OF SERVICES

4.1 The detailed services that the A/E shall perform for the City are set forth in Appendix A, which is attached hereto and made apart hereof. Without limiting the generality of the foregoing, the A/E shall provide professional engineering services for Phase I, Basin C Hydrologic and Hydraulic Analysis for the Stormwater Management Master Plan. Future phases will require an amendment to this Agreement.

SECTION 5.0 – CITY'S RESPONSIBILITIES

5.1 The City shall provide all available information regarding the Project to the A/E, and shall provide direction to the A/E consistent with the terms and conditions of this Agreement.
SECTION 6.0 – COMPENSATION; INVOICE

6.1 Provided that the A/E faithfully performs its obligations contained this Agreement, the City hereby agrees to pay the A/E at the hourly rates and in accordance with the payment schedule set forth in Appendix B an amount not to exceed Two Hundred Sixty-Five Thousand Five Hundred Seventy-Nine Dollars and Nineteen cents ($265,579.19) ("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 A/E shall invoice the City on a monthly basis and the City shall pay the A/E within forty-five (45) days of receipt of such invoice (provided the A/E is in compliance with the terms and conditions of this Agreement). The monthly 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 A/E shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by the A/E or any A/E Representative.

7.2 The A/E shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Florida Building Code) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

7.3 If all responsive and responsible bids for the construction of the Work exceed the City's budget for construction by more than ten percent (10%), the A/E shall be responsible for all fees and costs associated with modifying any and all Deliverables in order for the City to obtain a responsive and responsible bid within its budget for construction and for all fees and costs for assisting the City in rebidding the Project.

SECTION 8.0 – INDEMNIFICATION

8.1 The A/E 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 A/E or any A/E 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 A/E pursuant to this Agreement or otherwise obtained by the A/E.

SECTION 9.0 – INSURANCE

9.1 The A/E shall maintain the following types and amounts of insurance throughout the Term of this Agreement:

9.1.1 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 A/E’s indemnification obligations under this Agreement and that is in an amount sufficient to cover the A/E’s indemnification obligations under this Agreement.

9.1.2 Worker Compensation Insurance in compliance with the laws of the State of Florida.

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

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

9.1.5 Professional Liability Insurance including Errors and Omissions for the Scope of Services required to be performed by the A/E 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 A/E 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 A/E 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 A/E 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 A/E.

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 A/E for the specific purpose intended will be at the City's sole risk and the A/E 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 A/E.

SECTION 11.0 – SUBCONTRACTS

11.1 The A/E may hire or use subcontractors or subconsultants in connection with the performance of the A/E’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 A/E 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:
11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.

11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

11.2.3 The proposed subcontractor price.

11.3 The A/E shall be responsible for negotiating the terms and conditions of each subcontract agreement. The A/E 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 A/E 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 A/E pursuant to this Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the A/E under this Agreement. The A/E’s retention of a subcontractor does not relieve the A/E of any of its duties, obligations, or representations under this Agreement.

11.4 The A/E 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 A/E 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 A/E. 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 A/E 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 A/E, require the A/E 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 A/E 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 A/E 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 A/E costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the A/E pursuant to this Agreement. The A/E 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 A/E's sole compensation in the event of termination of this Agreement and the City shall have no other liability to the A/E related to termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the A/E 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 A/E 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 A/E 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 A/E costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the A/E pursuant to this Agreement. The A/E 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 A/E'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 A/E 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 A/E 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 A/E in the event the A/E 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 A/E with notice of default or an opportunity to cure, if the City determines that the A/E 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 A/E 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 A/E, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses and
damagers so incurred by the City against any amount due to the A/E under this Agreement.

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

SECTION 15.0 – PROHIBITED INTEREST

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

SECTION 16.0 – FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and section 22.0 of this Agreement, all Deliverables produced or developed by the A/E or any City data available to the A/E pursuant to this Agreement shall not be made available to any individual or organization, other than the A/E or any A/E Representative, by the A/E without prior written consent from the City.

SECTION 17.0 – GENERAL PROVISIONS

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

17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

17.3 The A/E 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 A/E 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 A/E shall also comply with the City’s policies, procedures, and executive orders and with any technical standards provided to the A/E by the City.

17.6 This Agreement has been prepared by the City and reviewed by the A/E and its professional advisors. The City, the A/E, and the A/E’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 A/E or against the City or the A/E 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 A/E 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 A/E 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 A/E 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 A/E 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 A/E or any A/E Representative, the A/E will take immediate action at the A/E’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 ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Council pursuant to the City Charter or applicable Laws.

17.22 If required by applicable Laws (e.g., Florida Executive Order 11-02), the A/E shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the A/E during the Term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Term of this Agreement.

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 A/E or any A/E 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
Engineering and Capital Improvements Department
P. O. Box 2842
St. Petersburg, FL 33731
Attention: Carlos Frey, Design Manager
Phone: 727-892-5380
Fax: (727) 892-5476
Email: carlos.frey@stpete.org

WITH A COPY TO:

City of St. Petersburg
Engineering and Capital Improvements Department
P.O. Box 2842
St. Petersburg, FL 33731
Attention: Brejesh Prayman, P.E., ENV, SP
Director, Engineering & Capital Improvements
Phone: (727) 892-5383
Fax: (727) 892-5476
Email: brejesh.prayman@stpete.org

A/E:

CH2M Hill Engineers, Inc.
4350 West Cypress Street, #600
Tampa, FL 33607
Attention: Jeanette Kelson, Project Manager
Phone: 813-281-7755
Email: jeanette.kelson@ch2m.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 A/E shall perform the Scope of Services in accordance with the schedule set forth in Appendix C, which is attached hereto and made a part hereof. Such schedule may be revised by the City’s Project Manager after consultation with the A/E.

SECTION 21.0 – PERSONNEL

21.1 The A/E shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. The A/E 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 A/E 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 A/E shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The A/E 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 A/E shall be solely responsible for any and all of its increased costs associated with such delay.

21.2 The City may require the A/E to replace any persons performing the Scope of Services, including but not limited to any A/E 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 A/E will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the A/E shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The A/E 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 A/E to terminate a person’s employment. Rather, this Section is intended to give the City only the right to require that the A/E discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – PUBLIC RECORDS

22.1 The A/E 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 A/E'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 A/E'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 A/E transfers all public records to the City upon the expiration or earlier termination of this Agreement, the A/E shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the A/E keeps and maintains public records upon the expiration or earlier termination of this Agreement, the A/E 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 A/E shall be provided to the City in a format approved by the City.

22.2 IF THE A/E HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE A/E'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 A/E's obligations including but not limited to the A/E's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

SECTION 23.0 – REPORTS TO CITY COUNCIL

23.1 When the A/E provides any draft or final report (including technical memoranda) to the City's Project Manager or to any other member of City staff, the A/E shall also provide copies of such report to City Council as follows:

23.1.1 For a draft report, the A/E shall send an electronic copy to the City Council Administrative Service Officer via email to council@stpete.org and to each City Council member via email to his or her individual City email address. The A/E may obtain Council members' individual email addresses from the City Council Administrative Service Officer.
23.1.2 For a final report, in addition to providing electronic copies in the same manner that is required for a draft report, the A/E shall also deliver nine (9) hard copies of the report to the City Council Administrative Service Officer.

23.2 At a minimum, the A/E shall include a description of the following in all draft and final reports: data utilized, methodology utilized and assumptions made. The A/E shall also verify in all draft and final reports that the A/E’s reliance on and utilization of such data, methodology, and assumptions are consistent with the A/E’s professional standards. The A/E shall mark all draft reports with a draft watermark, version number, and date.

23.3 If the A/E provides a draft or final report to City Council pursuant to Section 23.1 and that report revises any portion of a report previously provided to City Council pursuant to Section 23.1, the new report must be accompanied by documentation of the revisions to the previous report as follows:

23.3.1 When practicable, changes must be documented in redline format, showing a word-for-word comparison of the previous report and the new report. For purposes of clarity, non-substantive changes (e.g., changes to formatting and white space) should be excluded from this comparison.

23.3.2 When redline format is not practicable (e.g., for a chart or diagram), the A/E shall indicate whether the changed content is revised, substituted, or new, and if the nature of any change is not obvious, the A/E shall also provide an explanation of that change. If it is impracticable or unclear to provide such an explanation as an annotation in the document itself, the A/E shall provide the explanation through separate documentation.

23.4 If requested by the City Council, the A/E shall attend one or more City Council meetings to provide an update on the status of a project and/or make a presentation on a report. Unless otherwise agreed to by the City Council, the A/E shall receive no additional compensation for attendance at City Council meetings beyond the compensation already provided for pursuant to this Agreement.

SECTION 24.0 — SCRUTINIZED BUSINESS OPERATIONS

24.1 A company is deemed to engage in “Scrutinized Business Operations” if it is (i) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, pursuant to Florida Statutes section 215.4725; (ii) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, pursuant to Florida Statutes section 215.473; or (iii) engaged in business operations in Cuba or Syria, pursuant to Florida Statutes section 287.135(1)(c). The lists related to Israel, Sudan, and
Iran are maintained by the Florida State Board of Administration and are amended from time to time.

24.2 The scope of "Scrutinized Affiliates" for the A/E is established by Florida Statutes section 215.473(1)(d) and includes, generally, all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates of the A/E that exist for the purpose of making profit.

24.3 In accordance with Florida Statutes section 287.135(5), the A/E certifies that A/E and its Scrutinized Affiliates (if any) are not engaged in Scrutinized Business Operations, and the A/E acknowledges that falsely making such a certification may result in termination of this Agreement for default, civil penalties, and a three-year prohibition on contracting with any agency or local governmental entity in the state of Florida.

24.4 The City may terminate this Agreement for default if the City determines (i) that the certification provided by the A/E in section 24.3 is false or (ii) that the A/E or any of its Scrutinized Affiliates have engaged in Scrutinized Business Operations at any point during the Term of the Agreement.

24.5 If any provision of the Florida Statutes underlying this section 24.0 is removed from the Florida Statutes, enjoined, or otherwise held to be invalid by a court of competent jurisdiction, the corresponding language in this section 24.0 is severed from this Agreement, with the remainder of section 24.0 remaining in effect.

[Signature page follows]
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the
day and date first above written.

CH2M HILL ENGINEERS, INC.

Sign: __________________________
Print: __________________________
Title: __________________________

WITNESSES

Sign: __________________________
Print: __________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign: __________________________
Print: Brejesh Prayman, P.E., ENV, SP
Title: Director, Engineering & Capital Improvements

ATTEST

______________________________ (SEAL)
City Clerk

Approved by the City's Project Manager

Sign: __________________________
Print: __________________________

Approved as to Content and Form

______________________________
City Attorney (Designee)

00333409
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: ________________________________
GENERAL DESCRIPTION

The CITY has requested technical support from A/E for hydrologic and hydraulic analysis related to specific improvements within Basin C of the CITY’s watershed. Improvements for Basin C include evaluation of improvements associated with the flood stage elevation of Lake Maggiore and related flooding conditions along Pallanza Drive. Due to the nature of the flooding locations at both locations, a basin-wide analysis shall be conducted to evaluate capacity of the outfalls to address basin-wide improvements.

PHASE I TASKS

Task 1) Data Collection and Assembly

The A/E shall collect datasets, identified below, to be obtained from the CITY, SWFWMD, and other sources as needed. It is anticipated that the following datasets will be collected and reviewed under this task:

- CITY’s existing model and GIS files for the Basin C watershed,
- CITY’s stormwater asset inventory GIS database,
- LiDAR data (the A/E will utilize the latest LiDAR data available by the commencement of Task 5),
- CITY’s 1994 Stormwater Master Plan,
- Basin C Update completed by Parson’s
- Recent and historical aerial photography, high water mark databases, CITY rainfall files to be used for design storm simulations, and
- GIS files for impervious surfaces, roads, land use and soils, and plan sets (ERPs, on an as needed basis)

CH2M will rely upon the accuracy and completeness of the information/data provided by the CITY or other third parties.

Task 2) Field Reconnaissance

The A/E shall identify areas that warrant additional field reconnaissance/verification for the purpose of updating the model in the area of the identified Lake Maggiore Best Management Practice (BMP) analysis within Basin C. The A/E will provide documentation from field notes of each location visited including structure dimensions, photographs, maintenance condition, and coordinates for existing structures. Three (3) field days are included for this effort.

Task Deliverables:
Task 3) Basin C Existing Model Evaluation/Development in SWMM 5.1

Under this task, the A/E shall be responsible for migrating the existing CITY model for Basin C into the EPA SWMM 5.1 software. The CITY's existing model is in SWMM 4.4 software, which will require restructuring in the SWMM 5.1 software. Under this task, the A/E will be responsible for creating/editing the GIS shapefiles to represent the existing model basins, links, and nodes.

Task Deliverables:
- Basin C existing conditions model in SWMM 5.1
- Basin C existing conditions GIS files

Task 4) Survey Plan Development and Quality Control (If Necessary)

An additional survey may be warranted to determine structural elevation data for pipes and weirs, gutter and street grades, and/or finished floor slab elevation at critical locations within Basin C, as determined during preliminary design. The CITY and A/E will utilize the results from Task 2 Field Reconnaissance and Task 3 Basin C Existing Model Evaluation/Development to determine and agree upon survey locations. In the event that these services are warranted, the A/E will engage a surveying sub consultant and will develop a survey plan. The plan will detail the requirements and locations of the physical features that will be surveyed. The A/E will perform Quality Assurance/Quality Control (QA/QC) on submitted Deliverables.

This task is for the A/E to develop the survey plan and scope of services to be submitted to the surveyor, and for the QA/QC of submitted survey data. Commencement of this task is contingent upon written authorization from the CITY.

Task Deliverables:
- Survey plan and scope of services to be submitted to surveyor
- Final survey package from surveyor, QC'd by A/E

Task 5) Existing Data Updates for Basin C

Update of Land Use Files for Basin C

The A/E will be responsible for updating the Southwest Florida Water Management District (SWFWMD) land use polygons and land use lookup table within the SWFWMD Green Ampt database, version dated May 7, 2008. Updates will include both spatial and land use designation analysis, and updates to the land use polygon feature class as needed, using desktop reconnaissance. The A/E will also evaluate and update the Manning's n values, DCIA, and Percent Impervious values, on an as-needed basis, for land use classifications falling within the Basin C area. The A/E will update the land use features to reflect current conditions, as needed.

Re-evaluation of Infiltration Rates and Infiltration Volumes Used in Basin C Existing Model

-2-
The A/E will utilize available soils data in conjunction with the current groundwater zone of influence, as determined under the CITY's Wet Weather Mitigation Program-Phase II, to modify infiltration rates and infiltration volumes on a sub basin level, as needed. The infiltration factors will be analyzed and modified, as needed, for those Basin C sub basins that are located within the present groundwater zone of influence.

Task Deliverables:

- Updated land use files for Basin C
- Excel table of pre-and post-Infiltration Rates and Volumes for Basin C

Task 6) Basin C Model Updates

Based on the information gathered in previous subtasks, and review of SWFWMD aerial topographic maps, A/E will re-delineate Basin C sub basins, as needed, to increase model level-of-detail and modeling accuracy. This task will be conducted to confirm the delineations from the CITY's original 1994 Stormwater Management Master Plan (SMMP) and modify them as deemed appropriate. Sub basin re-delineation will be provided to the CITY in GIS format.

Existing model input data for the Basin C study area will be reviewed and updated to conform to the CITY's current modeling standards using the Environmental Protection Agency's (EPA) Stormwater Management Model (SWMM) version 5.1. The A/E shall update the CITY's existing model and GIS datasets based on findings from the preceding tasks. The A/E will update the hydrologic parameters of the existing conditions model based on the re-delineated Basin C sub basins. The updates will reflect revised sub basin delineations and connectivity (links and nodes), and updates to basin parameters per the analyzed datasets. If renaming of the CITY's basins, links, or nodes occurs, the A/E will add a field within the GIS feature class to record the CITY's legacy naming conventions.

The updated land use files from Task 5, in conjunction with the soils shapefiles, will be utilized to update the runoff parameters for each sub basin within Basin C. The calculation of hydrologic parameters will be consistent with the methodology used in the CITY's current model. Other required hydrologic parameters such as basin geometry, hydrograph input locations, slopes, and DCIA will be measured, calculated, and revised as required using topographic mapping of the basin.

The A/E will utilize the latest LiDAR data available, upon the commencement of this task, to update the following parameters for each sub basin within Basin C, utilizing the new LiDAR data:

- Times of concentration,
- Channel exclusion polygons and node stage/area,
- Overland weir cross sections for existing and new weirs (new overland weirs will be created only on an as-needed basis in and around the designated BMP areas within Basin C).

A/E will update the hydraulic parameters of the existing conditions model based on the review of existing information, field reconnaissance, potential additional survey, land use changes, and record drawings of recent development and/or drainage system improvements within the study area. Based on the results of the previous subtasks, A/E will update the CITY's existing conditions SWMM model with the established hydrologic and hydraulic parameters. As
necessary, hydrograph loading points and conduits will be modified and the hydraulic network revised and updated. The model results will be examined to identify and correct any numeric instabilities in flows and/or stages and to confirm that reasonable mass balance (continuity) is maintained.

**Task Deliverables:**
- Brief memorandum describing parameterization methodology and assumptions
- Revised Existing Conditions SWMM 5.1 model for Basin C (only)
- Revised Existing Conditions GIS files (basins, links, and nodes) for Basin C (only)

**Task 7) Critical Storm Analysis**

The A/E will utilize the Revised Existing Conditions Basin C model, developed under Task 6, to analyze the flood conditions for the mean annual, 10-yr/1-hr, 25-yr/24-hr, 50-yr/8-hr, 100-yr/24-hr and 100 yr/5d design storm events. The A/E may recommend a modified approach to addressing the flooding Level of Service (LOS) in the basin to provide an optimized approach for flood protection. The proposed LOS will be based on the critical storm event condition on a sub basin level and capital cost of proposed improvements. Such as, upstream and more inland, sub basins may be analyzed based on short-term intensity storms (i.e. 10-yr/1-hr), whereas, downstream sub basins may be analyzed against longer term durations (i.e. 100-yr/5-day event with high-tide conditions). Long-term durations (i.e. 100-yr/5-day) will be analyzed for volume sensitive sub basins.

**Task Deliverables:**
- GIS shapefile illustrating LOS identification for each sub basin within Basin C
- Tabulation indication Level of Service conditions for access and structure protection

**Task 8) Climate Resiliency Scenarios**

Under this task the A/E will run the Year 2040 predictive scenario model, using the Revised Existing Conditions Basin C model, to be completed under Task 6, as the base model. This future-based model will be run to demonstrate possible impacts related to predictive sea level rise analysis in the Year 2040. For this model scenario, the following parameters will be adjusted:

- Rainfall data will be adjusted to reflect the projected data for the Year 2040 (rainfall data to be developed under the CITY's Wet Weather Overflow Mitigation Program-Phase II)
- Tidal boundary nodes will be adjusted to reflect the projected sea level rise values for the Year 2040 (data to be obtained from the Tampa Bay Climate Science Advisory Panel, August 2015)
- Adjustment of initial stages as needed for all nodes within the anticipated groundwater zone of impacts for the Year 2040 (groundwater zone of impact layer developed under the CITY's Wet Weather Overflow Mitigation Program – Phase II)
- Adjustments to the infiltration volumes as needed, for basins within the affected groundwater zone of impact
- The A/E will edit basin parameters to account for future land use conditions. The future land use files will be provided by the CITY, and will be used as-is, where applicable.
Task Deliverables:

- SWMM 5 model results for the Year 2040 simulation (Future Predictive Model)
- Peak stage floodplains (transition zones not included) from the Year 2040 model results, to provide a visual of model results

Task 9) Water Quality Analysis

Under this subtask, the A/E will perform a GIS-based pollutant-loading analysis for each Basin C sub basin in the Revised Existing Conditions Model. The analysis will estimate total-suspended solids, total nitrogen, and total phosphorus quantities for each sub basin based on factors such as intersecting land-use and soils types. This analysis will be performed in order to provide a baseline basis for pollutant removal estimation during the BMP analysis. The A/E will utilize the event mean concentrations (EMC) data from the Joe's Creek study (joint Pinellas County/City project), to be provided by the CITY for this task. If the CITY decides that the Joe's Creek EMC data needs alteration prior to use for this task, additional EMC data will be collected from various sources including SWFWMD, FDEP, the CITY, and Pinellas County.

Task Deliverables:

- GIS files associated with the pollutant-loading analysis

Task 10) Best Management Practices (BMP) Analysis

The CITY is looking for analysis related to previously-identified flood-prone systems within Basin C. The analysis will be focused around the drainage area associated with Lake Maggiore, while taking into consideration additional volume that will be required to maintain within the lake basin upon the implementation of an overall improvement plan. In addition, improvements along Basin C shall account for long term resiliency of the basin while taking into account sea level rise and changing groundwater conditions and infiltration resulting from projected hydrologic changes. In turn, parameterization for proposed conditions shall be modified to meet selected criteria to be adopted for select basins within the CITY. A/E will closely coordinate with the CITY any modifications to its current criteria and standards.

Under this subtask, the A/E shall identify up to six (6) proposed improvement areas in the Lake Maggiore drainage basin, and will develop up to two (2) alternative solutions for each of the chosen improvement areas (for a total of up to twelve (12) alternatives to be developed). An "improvement area" may be thought of as either an individual drainage structure/component or a cluster of structures/features in series contributing to a system or serving as an outfall. The Future Predictive Model, developed under Task 8, will be used as the base model for each proposed BMP model scenario.

A high-level analysis will be conducted for each identified alternative to determine the rough estimate of pollutant removal that may be anticipated, using the baseline data from Task 9. This removal analysis may be beneficial for future co-funding purposes.

The A/E will develop a high-level Preliminary Engineer's Opinion of Probable Construction Cost (PEOPCC) for each alternative identified. The PEOPCC will be prepared on current and historical construction costs, with reference to historical CITY of St. Petersburg project bids and
Florida Department of Transportation (FDOT) averages. The PEOPCC will be developed in accordance with a Class V estimate as defined by the Association for the Advancement of Cost Engineering International (AACEI). The final construction cost can only be determined after competitive bidding of the project by the CITY. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, A/E has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, A/E makes no warranty that CITY’s actual project costs, financial aspects, economic feasibility, or schedules will not vary from A/E’S opinions, analyses, projections, or estimates.

Task Deliverables:

- Brief technical memorandum summarizing each alternative identified for the Basin C system
- Conceptual figures in GIS (plan view only) for each alternative identified
- PEOPCC for each alternative identified

Task 11) Meetings

This task includes the level of effort for fourteen (14) in-person project status meetings between the CITY and A/E. The A/E anticipates four (4) representatives shall attend each meeting, dependent upon the meeting content to be discussed; the A/E’S Project Manager, and up to three (3) other representatives. These project status meetings are anticipated to occur at the CITY’s office location, and for discussion of the following:

- Project Kickoff Meeting
- Task 3; Basin C Existing Model Evaluation/Development Deliverables Meeting
- Task 5; Existing Data Updates for Basin C Deliverables Meeting
- Task 6; Basin C Model Updates Deliverables Meeting
- Task 7; Critical Storm Analysis, Task 8; Climate Resiliency Scenarios, and Task 9; Water Quality Analysis Deliverables Meeting
- Task 10; Preliminary BMP Analysis
  - Preliminary Draft Deliverables Meeting
  - Final Deliverables Meeting
- Task 14; Initial Scope Development for Watershed Management Plan
  - Three in-person/web meetings with SWFWMD/City Staff
  - Four in person/web meetings with City Staff

Task 12) Project Management

The A/E shall develop invoices and associated progress reports on a monthly basis. The progress report will detail the percent-complete for each task and an explanation of work completed during each invoice period.
Under this task, the A/E is responsible for participation in routine status phone calls and emails with the CITY’s Project Manager. The A/E shall also hold routine status meetings internally with the project team to ensure proper QA/QC and maintenance of schedule.

**Task 13) Field Survey Services (If Necessary)**

This is a contingent task established in the event that survey needs are identified and warranted under Task 4. A contingent, not-to-exceed amount of $8,000 has been allocated for this task.

Commencement of this task is contingent upon written authorization from the CITY.

**Task 14) Initial Scope Development for Watershed Management Plan**

The A/E shall provide assistance to the City with the development of the following:

- Watershed Management Plan Agreement document between the City and SWFWMD; document to contain a list of tasks to be included under the Watershed Management Plan, with an estimated schedule and cost assigned to each top-level task.
- Scope of Work for the City’s upcoming Watershed Management Plan: the A/E will work with the City to develop a scope of work document detailing the tasks to be included under the Watershed Management Plan. Completion of this task includes a scope of work document that is agreed-upon and approved by the City. Completion of this task is not dependent upon approval of this document by SWFWMD, and it is expected that additional revisions due to SWFWMD review may be necessary to this document upon project commencement in October 2017.
- Fee Sheet outlining the fee/task for each subtask presented in the Scope of Work; will work with the City to develop the subtask fees. Completion of this task includes a fee breakdown that is agreed-upon and approved by the City. Completion of this task is not dependent upon approval of this document by SWFWMD, and it is expected that additional revisions due to SWFWMD review may be necessary to this document upon project commencement in October 2017.

The meetings included for this subtask are included and budgeted for under Task 11 of this task order.

**Task 15) Additional Services**

The A/E shall perform additional services related to this Project upon prior written authorization by the CITY in an amount not to exceed $20,000 based on a scope and fee mutually agreed upon by the CITY and A/E in writing.

I. **DELIVERABLES**

The Deliverables to be provided by A/E include:

Tasks 2-5 Combined Deliverable;

Task 2; Field Reconnaissance

- GIS shapefiles of field reconnaissance locations
• Field reconnaissance photos
• Maintenance condition description of all structures visited during field reconnaissance

Task 3; Basin C Existing Model Evaluation/Development
• Basin C Existing Conditions Model in SWMM 5.1
• Basin C existing conditions GIS files

Task 4; Survey Plan Development and Quality Control
• Survey plan and scope of services to be submitted to surveyor
• Final survey package from surveyor, QC'd by A/E

Task 5; Existing Data Updates for Basin C
• Updated land use files for Basin C
• Excel table of pre-and post-Infiltration Rates and Volumes for Basin C

Tasks 6-10 Combined Deliverable;
Task 6; Basin C Model Updates
• Revised Existing Conditions SWMM 5.1 model for Basin C (only)
• Revised Existing Conditions GIS files (basins, links, and nodes) for Basin C (only)

Task 7; Critical Storm Analysis
• GIS shapefile illustrating LOS identification for each sub basin within Basin C
• Tabulation indicating LOS conditions for access and structure protection

Task 8; Climate Resiliency Scenarios
• SWMM 5 model results for the Year 2040 simulation (Future Predictive Model)
• Peak stage floodplains (transition zones not included) from the Year 2040 model results, to provide a visual of model results

Task 9; Water Quality Analysis
• GIS files associated with the pollutant-loading analysis

Task 10; BMP Analysis
• Brief technical memorandum summarizing each alternative identified for the Basin C system
• Conceptual figures in GIS (plan view only) for each alternative identified
• PEOPCC for each alternative identified

Task 13; Field Survey Services (If Necessary)
• Raw Survey Data provided by surveyor

Task 14; Initial Scope Development for WMP
• City/SFWMD Agreement document
II. **PROJECT TEAM**

CH2M Hill Engineers Inc.
Land & Water Engineering Science
## APPENDIX B
Work Task Breakdown
Stormwater Management Master Plan
Phase I - Basin C Hydrologic and Hydraulic Analysis
Project No. 17037-110

### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Raw Labor Rates Classification</th>
<th>Engineer 7</th>
<th>Engineer 6</th>
<th>Engineer 5</th>
<th>Engineer 3</th>
<th>Specialist 4</th>
<th>Office Administration</th>
<th>Total Hours</th>
<th>Expenses</th>
<th>Labor Cost at Billing</th>
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### II. Fee Calculation

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<th>Task</th>
<th>Labor Cost</th>
<th>Subconsultant Services*</th>
<th>5% Mark-up on Subconsultant Services</th>
<th>Total Cost</th>
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<td>$15,988.05</td>
<td>$265,579.19</td>
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* Subconsultant Fees:
  - Land and Water $111,726.04
  - Survey Services (IF Necessary) $44,000
# APPENDIX C

## Project Schedule

Stormwater Management Master Plan

Phase I - Basin C Hydrologic and Hydraulic Analysis

Project No. 17037-110

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Date (Month-Year)</th>
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<tr>
<td>1 Data Collection and Assembly</td>
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<tr>
<td>2 Field Reconnaissance</td>
<td>October-17</td>
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<tr>
<td>3 Basin C Existing Model Evaluation/Development</td>
<td>October-17</td>
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<tr>
<td>4 Survey Plan Development and Quality Control (If Necessary)</td>
<td>Contingent Task - TBD</td>
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<tr>
<td>5 Existing Data Updates for Basin C</td>
<td>October-17</td>
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<tr>
<td>6 Basin C Model Updates</td>
<td>March-18</td>
</tr>
<tr>
<td>7 Critical Storm Analysis</td>
<td>March-18</td>
</tr>
<tr>
<td>8 Climate Resiliency Scenarios</td>
<td>March-18</td>
</tr>
<tr>
<td>9 Water Quality Analysis</td>
<td>March-18</td>
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<tr>
<td>10 BMP Analysis</td>
<td>March-18</td>
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<td>11 Meetings</td>
<td>March-18</td>
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<tr>
<td>12 Project Management</td>
<td>March-18</td>
</tr>
<tr>
<td>13 Field Survey Services (If Necessary)</td>
<td>Contingent Task - TBD</td>
</tr>
<tr>
<td>14 Initial Scope Development for WMP</td>
<td>October-17</td>
</tr>
<tr>
<td>15 Additional Services</td>
<td>Contingent Task - TBD</td>
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</table>
RESOLUTION NO. 2017-___

A RESOLUTION APPROVING AN ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND CH2M HILL ENGINEERS, INC. ("A/E") FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF A STORMWATER MANAGEMENT MASTER PLAN ("A/E AGREEMENT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE A/E AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE A/E AGREEMENT; AUTHORIZING PAYMENT TO THE A/E IN THE AMOUNT NOT TO EXCEED $265,579.19 FOR PHASE I, BASIN C HYDROLOGIC AND HYDRAULIC ANALYSIS FOR THE STORMWATER MANAGEMENT MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 16, 2016, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 6305 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant’s Competitive Negotiation Act) to engage the most qualified firm to provide professional engineering services for the development of a Stormwater Management Master Plan; and

WHEREAS, on January 12, 2017, the Procurement & Supply Management Department received five (5) statement of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, on January 27, 2017, the selection committee (Brejesh Prayman, John Palenchar, John Norris, Sharon Wright, Carlos Frey, and David Abbaspour) met to discuss the SOQs and four (4) firms were shortlisted; and

WHEREAS, the shortlisted firms made presentations to the selection committee on February 22, 2017; and

WHEREAS, based on the presentations and SOQs submitted by the shortlisted firms, the selection committee deliberated on February 24, 2017 in an open public meeting and ranked CH2M Hill Engineers, Inc. ("CH2M") the highest to provide professional engineering services for the development of a Stormwater Management Master Plan; and

WHEREAS, the City wishes to contract with A/E to provide professional engineering services for Phase I, Basin C Hydrologic and Hydraulic Analysis for the Stormwater Management Master Plan and the A/E wishes to accept such duties and responsibilities on all the terms and conditions set forth in the A/E Agreement; and

WHEREAS, further phases will require an amendment to the A/E Agreement, which is subject to City Council approval.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and CH2M Hill Engineers, Inc. ("A/E") for A/E to provide professional engineering services for the development of the Stormwater Management Master Plan is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the A/E Agreement.

BE IT FURTHER RESOLVED that payment to the A/E in the amount not to exceed $265,579.19 for Phase I, Basin C Hydrologic and Hydraulic Analysis for the Stormwater Management Master Plan is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00333181
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of August 3, 2017

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

SUBJECT: A resolution approving Amendment No. 1 to Task Order No. 16-01-GS/W between the City of St. Petersburg, Florida ("City") and Grissom Smith, LLC ("A/E" Agreement) to furnish professional engineering services for the Northeast Water Reclamation Facility (NEWRF) Aeration Blower Replacement project in an amount not to exceed $61,581.00, for a total contract amount not to exceed of $121,848.00 (Engineering Project No. 17075-111; Oracle No. 15925); approving a supplemental appropriation in the amount of $43,848 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF NE Blowers FY17 Project (15925); authorizing the Mayor or his designee to execute Amendment No. 1; and providing an effective date.

EXPLANATION: The existing aeration blowers were installed in 1977 and are near the end of their useful lives and in need of replacement. The new blowers will be more efficient and provide operation reliability during heavy storm events.

On November 3, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and Grissom Smith, LLC ("A/E") for potable water, wastewater, and reclaimed water projects.

On March 16, 2017 City Council approved Task Order No. 16-01-GS/W in the amount of $60,267.00 to provide professional engineering services for the NEWRF Aeration Blower Replacement project. The scope of services included preparation of Basis of Design Memorandum ("BODM") to evaluate and recommend to the City the best blower technology and new blower station location for the existing and future system requirements, final engineering design, permitting, bidding, and services during construction.

The original scope of work was to identify and replace existing blowers in the south aeration basin. The north aeration basin operated with a mechanical surface aeration system. The BODM identified processes which could also be applied to the north aeration basin, replacing an aging system of a different type of aeration technology. Completing both aeration basins concurrently would provide a cost benefit of having plans prepared for one construction contract and replacing two different aeration processes with one consistent system providing increased efficiency and reliability to the aeration process.

Amendment No. 1 to Task Order No. 16-01-GS/W in the amount of $61,581.00 will provide funding for additional design, permitting and services during construction for improvements to the north aeration basin. The modification includes, but is not limited to, additional new blowers and diffusers, extension of elevated grit slab, additional design of structural electrical, instrumentation, and additional site survey.
Task Order No. 16-01-GS/W and Amendment No. 1 to Task Order No. 16-01-GS/W includes the following phases and associated not to exceed fees and costs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Preliminary Engineering/Design/Bidding/Permitting/Construction Services</td>
<td>$60,267.00</td>
</tr>
<tr>
<td>Additional Design/Bidding/Permitting/Construction Services</td>
<td>$61,581.00</td>
</tr>
<tr>
<td>Revised Total A/E fees</td>
<td>$121,848.00</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-GS/W between the City of St. Petersburg, Florida ("City") and Grissom Smith, LLC ("A/E Agreement") to furnish professional engineering services related to the NEWRF Aeration Blower Replacement project in an amount not to exceed $61,581.00, for a total contract amount not to exceed $121,848.00 (Engineering Project No. 17075-111; Oracle No. 15925); approving a supplemental appropriation in the amount of $43,848 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF NE Blowers FY17 Project (15925).

**COST/FUNDING INFORMATION:** Funds will be available following a supplemental appropriation in the amount of $43,848 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF NE Blowers FY17 Project (15925).

**ATTACHMENTS:** Resolution

Amendment No. 1 to Task Order No. 16-01-GS/W

**APPROVALS:**

Administrative

Budget

- 2 -
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-01-GS/W TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND GRISsom SMITH, LLC ("GRISsom") FOR GRISson TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHEAST WATER RECLAMATION FACILITY (NEWRF) AERATION BLOWER REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $61,581, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED OF $121,848; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $43,848 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE WRF NE BLOWERS FY17 PROJECT (15925); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 17075-111; ORACLE NO. 15925)

WHEREAS, the City of St. Petersburg, Florida ("City") and Grissom Smith, LLC ("Grissom") entered into an architect/engineering agreement dated December 13, 2016 for Grissom to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, on March 16, 2017 City Council approved Task Order No. 16-01-GS/W in the amount of $60,267 for Grissom to provide a Basis of Design Memorandum ("BODM") to evaluate and recommend the best blower technology and new blower station location for the existing and future system requirements, final engineering design, permitting, bidding, and services during construction; and

WHEREAS, Amendment No. 1 to Task Order No. 16-01-GS/W in the amount of $61,581 will provide for additional design, permitting and services during the construction phase of the north aeration basin; 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 hereby authorized to execute Amendment No. 1 to Task Order No. 16-01-GS/W between the City of St. Petersburg, Florida ("City") and Grissom Smith, LLC ("A/E") for Grissom to furnish professional engineering services related to
the NEWRF Aeration Blower Replacement Project in an amount not to exceed $61,581, for a total contract amount not to exceed $121,848.

BE IT FURTHER RESOLVED, that there is hereby approved from the unappropriated balance of the Water Resources Capital Projects Fund (4003) the following supplemental appropriation for FY17:

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<thead>
<tr>
<th>Water Resources Capital Projects Fund (4003)</th>
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</thead>
<tbody>
<tr>
<td>WRF NE Blowers FY17 Project (15925)</td>
<td>$43,848</td>
</tr>
</tbody>
</table>

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

Legal Department
By: (City Attorney or Designee)
00333672

Budget

[Signatures]

Brjesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director

[Signatures]
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Grissom Smith, LLC
Task Order No. 16-01-GS/W in the amount of $61,581

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

Michael Smith, one of the founding partners of Grissom Smith, LLC, was previously with CDM Smith. While at CDM Smith, he had satisfactorily completed numerous Projects for the City of varying scopes and complexity over multiple A/E Annual Master Agreement.

This scope of work includes design, bidding and construction phase services for the replacement of the existing blowers at the NEWRF.

This Project provides an all-around scope of engineering disciplines, however is relatively small in cost to allow the City a better understanding of the capabilities of Grissom Smith, LLC.

This is the first A/E Annual Master Agreement this firm is performing under for the City. This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
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<th>TO#</th>
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Total: 60,267.00
AMENDMENT NO. 1 TO TASK ORDER NO. 16-01-GS/W
MISCELLANEOUS PROFESSIONAL SERVICES FOR
POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS
NEWRF AERATION BLOWER REPLACEMENT PROJECT
CITY PROJECT NO. 17075-111

This Amendment No. 1 to Task Order No. 16-01-GS/W is made and entered this _____ day of __________, 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between Grissom Smith, LLC ("A/E"), and the City of St. Petersburg, Florida ("CITY"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The CITY authorized A/E to begin Task 1 — Preliminary Design of the referenced Task Order 16-01-GS/W (Task Order) with a Notice to Proceed (NTP) issued on March 29, 2017. A/E was tasked to prepare a Basis of Design Memo (BODM), among other activities, which summarizes A/E's conclusions and recommendations for the most beneficial blower technology and location for a new blower station. The draft BODM was submitted to the CITY on May 5, 2017 and a BODM review meeting was held on June 5, 2017, all in accordance with the Task Order.

This Amendment No. 1 is to modify the Task Order's Scope of Services, Schedule, and Fee to accommodate the recommendations from the BODM. This amendment only modifies Tasks 2, 3, 4, and 5 of the Task Order. Task 1 — Preliminary Design is now complete.

The main changes to the original Task Order which necessitate this Amendment No. 1 are:

1. Include additional new blower(s) and diffusers for the North Aeration Basin in the design, permitting, and bid documents in addition to the replacement of existing blowers for the South Aeration Basin.

2. Include the design and permitting of an additional extension to the elevated grit slab including an overhead canopy structure and relocation of existing access staircase(s).

3. Include additional electrical, instrumentation, structural, and mechanical design services to accommodate the designs above, and

4. Additional surveying required to location and determine existing elevations for the retrofit.

As described in the BODM, adding these elements to the project will benefit the CITY in the following ways:

1. Constructing the North Basin blowers and diffusers now with the replacement of the South Basin blowers will allow the CITY to save 15 to 30 percent on construction costs alone.

2. The CITY can begin realizing the significant annual savings sooner. These savings are due to the higher efficiency (less power) of the diffused aeration systems over the existing mechanical aerators in the North Basin.

3. Modifying the existing elevated grit slab rather than build a new structure to get the new blowers above the flood plain elevation saves the CITY significant construction costs.
II. SCOPE OF SERVICES

All the services described in the original Task Order remain a part of the scope. This Amendment No. 1 adds the following services by Task:

Task 1.0 PRELIMINARY ENGINEERING

No change, this task is complete.

Task 2.0 FINAL DESIGN

All of the deliverables, milestones, and other requirements for Final Design remain as described in the original Task Order. This amendment adds the following elements to the design.

- Civil/Sitework — A/E will prepare a survey of the location of existing structures, pavement, equipment, and other appurtenances relevant to the design. A topographic survey will be completed including elevations of existing structures and equipment necessary to retrofit the new equipment.

- Additional blower(s) for the North Basin — Additional engineering services to design and permit new blower(s), including electrical equipment, controls, associated piping, valves and other appurtenances.

- Additional Aeration Diffusers — Additional design and permitting to include new aeration diffusers in the North Basin. The design will be based on the aeration diffusers existing in the South Basin.

- Extend Existing Elevated Grit Slab — Additional structural, mechanical, and civil design to extend the existing elevated grit slab to accommodate the additional blower(s) and equipment.

- Relocate Existing Access Stairway — Additional structural and civil design to relocate and modify the existing access stairway.

TASK 3.0 PERMITTING SERVICES

Additional permitting services required to include the amended Final Design as described above.

TASK 4.0 BID PHASE SERVICES

Additional bid phase services required to include the amended Final Design as described above.

TASK 5.0 ENGINEERING SERVICES DURING CONSTRUCTION

Additional engineering services during construction required to include the amended Final Design as described above.

III. SCHEDULE

A/E has prepared a revised schedule (attached) for the CITY based on the revised scope as stated above.
IV. **A/E'S RESPONSIBILITIES**

A/E will provide all resources necessary to provide the additional services described above.

V. **CITY'S RESPONSIBILITIES**

No change from the original Task Order.

VI. **DELIVERABLES**

A/E will provide the following deliverables:

Additional final design drawings and specifications to include the additional services described above.

VII. **A/E'S COMPENSATION**

The A/E was authorized the not-to-exceed amount of $60,267 under the original Task Order for Tasks 1 – 5.

For revised Tasks 2 – 5, the City shall compensate A/E the not-to-exceed amount of **$51,581**.

This Amendment No. 1 to Task Order 16-01-GS/W establishes an Allowance in the amount of **$10,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 1.

The grand total for Amendment No. 1 to the Task Order No. 16-01-GS/W is **$61,581**.

The total Task Order amount including Amendment No. 1 shall not exceed **$121,848**.

VIII. **PROJECT TEAM**

The project's key team members are:

- Michael P. Smith, P.E. **Key Project Manager**
- Jennifer L. Grissom, P.E. **Backup Project Manager, Engineer**
- Brent Heath, P.E. **Engineer (process mechanical)**
- John Davis **Senior Engineer (instrumentation)**
- Tom Dixon **Senior Engineer (structural)**
- Richard Miller **Electrical Design**
- John Russell ** Drafter**
- Catherine Bosco **Surveyor**

Grissom Smith
Stroud Engineering
Davis Consulting
Dixon Engineering
Griner Engineering
Grissom Smith
George F. Young

All team members will participate in Amendment No. 1 services.

IX. **MISCELLANEOUS**

In the event of a conflict between this Amendment No. 1 to Task Order 16-01-GS/W and the Agreement, the Agreement shall prevail.
IN WITNESS, WHEREOF the Parties have caused this Amendment No. 1 to Task Order 16-01-GS/W 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)

WITNESSES:

By: ___________________________
Jennifer L. Grissom, P.E., Managing Partner

Date: 6/26/17
## Fee Estimate Amendment No. I to Task Order No. 16-01-GS/W

### City of St. Petersburg - NEWRF Aeration Blower Replacement

**Project Manager:** David Abbaspour

---

### Task Description

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Task Subtotal</th>
<th>Task Subconsultant Total (x 2.48)</th>
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<td>Engineering Services during Constr.</td>
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**Total:** $70,548.00

### Task Rates

- **Bill Rate:** $56.00
- **Contract multiplier:** 2.48

### Subconsultants

- **Stroud Engineering:** $51,500.00
- **Davis Consulting:** $5,905.00
- **Dixon Engineering:** $68,500.00
- **Griner Engineering:** $51,600.00
- **George F. Young Engineering:** $5,905.00

### Notes

Other Direct Costs Above Included, by Task:

- **Task 1.0:** Printing supplies
- **Task 2.0:** Printing supplies
- **Task 3.0:** N/A
- **Task 4.0:** N/A
- **Task 5.0:** Printing supplies
## Revised Schedule for Amendment #1

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<thead>
<tr>
<th>Task</th>
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</table>
Meeting of August 3, 2017

Submitting Department: Planning and Economic Development
Department Contact: Rick D. Smith (#7106)
Agenda Category: Report
Agenda Subject Matter: Approving the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area; Superseding Resolution 2017-260

APPROVALS:
Administrative: [Signature]
Budget: N/A
Legal: [Signature]

Is attached back-up material complete? Yes
TO The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT Approving the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area; Superseding Resolution 2017-260

RECOMMENDATION Administration recommends City Council approve the attached Resolution.

OVERVIEW

On April 20, 2017, City Council approved the Fifth Amendment to the IRP Interlocal Agreement (as amended, “Interlocal”). Such Fifth Amendment was sent to Pinellas County which responded to it by proposing, in addition to the City’s changes related to the reallocation of the $14 million dollars, to a ceiling of $190.98 million for total tax increment financing (TIF) contributions needed to complete the IRP program for the projects identified in Table 2 and modifying other provisions of the Interlocal.

The attached amended and restated interlocal agreement (“Amended and Restated Interlocal”) was prepared to incorporate the changes requested by both the City and the County related to the commitment of tax increment revenues in the Intown Redevelopment Area (“Area”).

The Amended and Restated Agreement:

(i) Reallocates $14 million in tax increment funds previously allocated for a Mixed Use Transportation Facility as follows: (1) up to $10 million of these funds for: (i) Enhancements to the Municipal Pier Project and/or (ii) Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District; and (2) $4 million of these funds to Downtown Transportation and Parking Improvements throughout the Area;

(ii) Provides that any of the $10 million in tax increment funds not utilized by the City for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million allocated to Downtown Transportation and Parking Improvements;

(iii) Provides for a future discussion for projects related to parking and transportation enhancements within the Area and projects related to the redevelopment of the Tropicana Field property;

(iv) Modifies the duties of the City and County; and
Adds the $190.98 million contribution ceiling for total TIF contributions, which is based on the City's prior and projected use of TIF contributions since the approval of the Interlocal in 2005.

The total TIF contributions needed to complete the projects identified in the Amended and Restated Agreement are as follow:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2005-2012 Debt Service on pre-2005 Projects</td>
<td>$50.4 million</td>
</tr>
<tr>
<td>Approved Projects in Current IRP Table 2</td>
<td>$117.354 million</td>
</tr>
<tr>
<td>Financing Costs</td>
<td>$23.23 million</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$190.98 million</strong></td>
</tr>
</tbody>
</table>

The $190.98-million contribution ceiling is a cap based in part on current projects identified in Table 2, however, the Amended and Restated Agreement recognizes the potential need for public revenue to support future projects related to parking and transportation enhancement within the Area as well as projects related to the redevelopment of the Tropicana Field property. Future discussions between the City and County may include: 1) increasing the total contributions made by the City and County; 2) extending the term; and 3) amending the percentage contributions to the Intown Redevelopment Trust Fund by the City and County. If both the City and County mutually agree to additional terms and/or modifications then a future amendment to the Amended and Restated Interlocal may be executed.

**RECOMMENDATION**

Administration recommends City Council approve the attached Resolution approving the Amended and Restated Interlocal and Superseding Resolution 2017-260 (which resolution adopted on April 20, 2017, approved the Fifth Amendment to the Interlocal).

Attachment: Resolution
             Amended and Restated Interlocal Agreement
A RESOLUTION APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE COMMITMENT OF TAX INCREMENT REVENUES IN THE INTOWN REDEVELOPMENT AREA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; SUPERSEDDING RESOLUTION 2017-260; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1981 and 1982 both the City of St. Petersburg, Florida ("City") and the Pinellas County, Florida ("County") approved certain resolutions and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original Interlocal Agreement") for the Plan on April 21, 2005, to formalize the obligations of the respective Parties for $95.354 million of approved projects utilizing tax increment financing revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater ($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Interlocal Agreement has been amended four times since 2005; and

WHEREAS, the City desires to reallocate $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility as follows: (1) up to $10 million of these funds for: (i) Enhancements to the Municipal Pier Project and/or (ii) Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District; and (2) $4 million of these funds to Downtown Transportation and Parking Improvements throughout the Area; and

WHEREAS, any of the $10 million in tax increment funds not utilized by the City for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4.0 million allocated to Downtown Transportation and Parking Improvements; and
WHEREAS, appropriations of the $14 million tax increment funds towards specific projects will require future approval of the St. Petersburg City Council; and

WHEREAS, in addition to reallocating $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility, the City and County also wish to (i) modify the duties of the Parties, (ii) define a total contribution for the Fund, and (iii) provide for a future discussion which shall include projects related to parking and transportation enhancements, and projects related to redevelopment of the Tropicana Field property; and

WHEREAS, the City and County now desire to execute an Amended and Restated Agreement for the commitment of tax increment revenues in the Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute the Amended and Restated Interlocal Agreement.

BE IT FURTHER RESOLVED, that Resolution 2017-260 is hereby superseded by this resolution.

This resolution shall become effective immediately upon its adoption.

APPROVED BY: 

City Attorney (Designee) Document No. 330661

APPROVED BY: 

Administration

2
AMENDED AND RESTATED INTERLOCAL AGREEMENT
Intown Community Redevelopment Area
AMENDED AND RESTATED
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
PINELLAS COUNTY, FLORIDA
FOR
THE COMMITMENT OF TAX INCREMENT REVENUES
IN THE INTOWN REDEVELOPMENT AREA

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement")
is entered into this ___ day of ________, 2017 ("Effective Date"), between the City of St.
Petersburg, Florida, a municipal corporation ("City") and Pinellas County, a political subdivision
of the State of Florida, ("County") (collectively "Parties").

RECITALS:

WHEREAS, the Legislature of the State of Florida enacted the Community
Redevelopment Act in 1969, as amended, and codified as Part III, Chapter 163, Florida Statutes;
and

WHEREAS, the County and the City mutually desire to increase the ad valorem tax base
of the County and the City within St. Petersburg; and

WHEREAS, in 1981 and 1982 both the City and the County approved certain resolutions
and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and
approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust
Fund ("Fund") into which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the
Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original
Interlocal Agreement") for the Plan on April 21, 2005, to formalize the obligations of the
respective Parties for $95.354 million of approved projects utilizing tax increment financing
revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater
($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Interlocal Agreement has been amended four times since 2005,
consisting of the following amendments:

1. March 21, 2006: to add $2.0 million to the approved project budget to pay for
improvements to the Bayfront Center/Mahaffey Theater Complex, now the Duke
Energy Center for the Arts, for a total project amount of $97.354 million;

2. December 2, 2010: to decrease the tax increment funds allocated to both Pedestrian
System/Streetscape Improvements and Park Improvements projects by $2.5 million
each (for a total reallocation of $5.0 million) to pay for improvements to the Salvador Dali Museum and the Progress Energy (now Duke Energy) Center for the Arts; and

3. July 12, 2011: to renumber Table 1B (TIF Funding Required for New Public Improvement Projects, 2005-2035) as Table 2; modify proposed implementation dates of the approved projects; and remove descriptions, proposed time frames and funding amounts for specific phases of approved projects as shown in the new Table 2; and

4. December 1, 2015: to add $20.0 million for Downtown Waterfront Master Plan Improvements in the Pier District (Pier Approach location), for a total budget of $117.354 million to implement the redevelopment plan.

WHEREAS, the City began some of the approved projects in the Plan prior to 2012, and committed tax increment revenue funding to assist in the repayment of bonds or other indebtedness for those projects set forth in the Plan; and

WHEREAS, the City has requested to amend the Original Interlocal Agreement, as amended, to reallocate $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility as follows: (1) up to $10 million of these funds for: (i) Enhancements to the Municipal Pier Project and/or (ii) Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District; and (2) $4 million of these funds to Downtown Transportation and Parking Improvements throughout the Area; and

WHEREAS, any of the $10 million in tax increment funds not utilized by the City for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4.0 million allocated to Downtown Transportation and Parking Improvements; and

WHEREAS, the Parties also wish to modify other sections of the Original Interlocal Agreement, as amended, to (i) modify the duties of the Parties, (ii) define a total contribution for the Fund, and (iii) provide for a future discussion which shall include projects related to parking and transportation enhancements, and projects related to redevelopment of the Tropicana Field property; and

WHEREAS, the Parties now desire to execute an Amended and Restated Agreement consistent with the foregoing recitals and subject to the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. Recitations. The above recitations are true and correct and are incorporated herein by reference.

2. Projects. The Parties shall work cooperatively to accomplish the financing of the projects set forth in Table 2, which is attached to this Agreement as Attachment A and made a part hereof and as identified in the Plan ("Projects"), which are funded with tax increment revenues.
3. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until the completion of all Projects or the complete repayment of all outstanding bonds or other indebtedness used to pay for the Projects, whichever occurs later ("Term").

4. **Total Contribution for the Fund.** The total contributions made by the Parties for the Projects (including cost of issuance and interest) is one hundred ninety million nine hundred eighty four thousand eight hundred eighty two dollars ($190,984,882).

5. **Future Discussions.** The Parties agree to discuss, at a future date and time mutually agreed upon by the Parties, projects related to parking and transportation enhancements within the Area and projects related to the redevelopment of the Tropicana Field property. Such discussions may include (i) increasing the total contributions made by the Parties under Section 4, (ii) the Term of this Agreement, and (iii) amending the percentage contributions to the Fund by each party. If the Parties agree to additional terms and/or modifications of other terms set forth in this Agreement as a result of such discussions, the Parties may amend this Agreement consistent with the Pinellas County Board of County Commissioners' CRA policy.

6. **City’s Duties.** The City:

   A. May finance Projects, so long as no such financing commits tax increment revenues payable by the County beyond the amount set forth to be paid collectively by the Parties in Section 4.

   B. May finance Projects on a pay-as-you go basis using excess tax increment revenues.

   C. Shall use tax increment revenues to:

      i. pay annual debt service for the financing of Projects;
      ii. pay bank loans for the financing of Projects;
      iii. reimburse the City for any payments made by the City from other sources prior to issuing any debt for the financing of Projects;
      iv. retire or redeem any outstanding approved indebtedness; or
      ii. pay costs for Projects on a pay-as-you-go basis.

   D. Shall appropriate and pay the City’s portion of the tax increment revenues for the Area to the Fund.

   E. Shall only expend tax increment revenues on Projects approved by the Pinellas County Board of the County Commissioners.

   F. Shall provide the data and analysis necessary for the County to conduct the fifteen (15) year review, pursuant to Section 38-61 of the Pinellas County Code of Ordinances.
7. **County’s Duties.** The County:

A. Shall cooperate with the City to obtain any proposed financing by the City by providing such documents or certifications as necessary, so long as such financing does not commit the expenditure of tax increment revenues beyond the amount set forth in Section 4 of this Agreement.

B. Shall appropriate and pay to the Intown Redevelopment Area Community Redevelopment Agency all tax increment revenues from the Area prior to April 1\textsuperscript{st} of each year. The County’s obligation to annually budget and appropriate on or before October 1\textsuperscript{st} and pay over to the Fund by April 1\textsuperscript{st} of each year shall continue until such time as the contributions made by the Parties have reached the amount set forth in Section 4 of this Agreement. The County’s increment contributions are to be accounted for as a separate revenue within the Fund but may be combined with other revenues for the purpose of paying debt service. In no year shall the County’s obligation to the Fund exceed the amount of that year’s tax increment as determined in Section 38-61 of the Pinellas County Code of Ordinances.

8. **Records, Reports, and Inspection.** The City shall maintain financial records, accounting and purchasing information, and books and records for the Projects. These books, records, and information shall comply with general accounting procedures. All documents related to the Projects are public records and shall be retained and provided as required by law. The City shall comply with Chapter 119, Florida Statutes.

9. **Compliance with Federal, State, County, and Local Laws.** The Parties shall comply with all applicable federal, state, county, and local laws, regulations and ordinances at all times.

10. **Termination of Agreement.** Neither the City nor the County may terminate this Agreement, as long as there are any outstanding bonds or other indebtedness used to pay for the projects which were funded by tax increment revenues.

11. **Indemnification and Release.** The County and the City shall be fully responsible for their own acts of negligence and their respective agents’ acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein in intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

12. **Discrimination.** The City and the County shall not discriminate against any person in violation of Federal, State, or local law and ordinances.
13. **Assignment.** This Agreement may not be assigned.

14. **Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

16. **Notification.** All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, to the Mayor or County Administrator, or upon the actual date of delivery, if hand delivered to the Mayor or County Administrator.

17. **Waiver.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

18. **Governing law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts, shall be in Pinellas County, Florida. 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 Pinellas County, in which case action shall be brought in that division.

19. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

20. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

21. **Approval.** This Agreement is subject to approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

22. **Original Interlocal Agreement.** The Original Interlocal Agreement, as amended, is hereby amended and restated. Commencing on the Effective Date, all terms and conditions of said Original Interlocal Agreement, as amended, shall be replaced in their entirety by this Agreement.
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: ____________________________  
Chairman

CITY OF ST. PETERSBURG

By: ____________________________  
Mayor

ATTEST:

KEN BURKE, Clerk

ATTEST:

CHANDRAHASA SRINIVASA, City Clerk

By: ____________________________  
Deputy Clerk

By: ____________________________  
Deputy City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT AND FORM

By: ____________________________  
Office of County Attorney

By: ____________________________  
Office of the City Attorney

333341 Execution Version
Attachment A

Table 2 of the Intown Redevelopment Plan
### Designated Projects

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<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Pier Project (1)</td>
<td>2008-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$50M</td>
<td>To be Determined</td>
<td>$50M</td>
</tr>
<tr>
<td>Downtown Waterfront Master Plan Improvements - Pier District</td>
<td>2016-2020</td>
<td>Pier Approach</td>
<td>$20M</td>
<td>No other public funding identified.</td>
<td>$20M</td>
</tr>
<tr>
<td>Duke Energy Center for the Arts</td>
<td>2005-2011</td>
<td>NE Corner of 1st St/5th Ave S</td>
<td>$25.854M</td>
<td>City ($2.932M)</td>
<td>$31.286M</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>2010-2011</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$2.5M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salvador Dali Museum</td>
<td>2017-2020</td>
<td>Pier Approach</td>
<td>$10M</td>
<td>No other public funding identified.</td>
<td>$10M</td>
</tr>
</tbody>
</table>

| Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District (2) | 2017-2020 | Pier Approach | $10M | No other public funding identified. | $10M |

| Downtown Transportation and Parking Improvements | 2017-2020 | Throughout the IRP District | $4M | No other public funding identified. | $4M |

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1 Table 2 was amended by the First (March 21, 2006), Second (December 2, 2010), Third (July 12, 2011), Fourth (December 1, 2015) and Fifth (April 20, 2017) amendments to the Intown Redevelopment Plan Interlocal Agreement.
## Intown Redevelopment Plan

### TIF Funding Required for New Public Improvement Projects - 2005-2035*

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian System/Streetscape</td>
<td>2006-2035</td>
<td>Throughout IRP District</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park Improvements</td>
<td>2006-2035</td>
<td>Waterfront Park System</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Utility Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City and Private Developers</td>
<td>TBD</td>
</tr>
<tr>
<td>Signage</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City</td>
<td>TBD</td>
</tr>
<tr>
<td>Bicycle Trails</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>City Marina Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
</tbody>
</table>
## TABLE 2
Intown Redevelopment Plan
**TIF Funding Required for New Public Improvement Projects - 2005-2035**

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

**Maximum TIF Funds Required: $117.354**

* TIF expenditures may only be utilized for those Designated Projects in Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

(1) Because of the size of the project, the timing and/or amounts necessary for the Municipal Pier Project may need to be revised in the future. Such changes shall only occur in an amendment to the Interlocal Agreement between the City and County.

(2) The allocation of up to $10 million in TIF for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be determined by the City. Any of the $10 million in TIF not utilized for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million in TIF allocated to Downtown Transportation and Parking Improvements.
ORDINANCE NO. 288-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING AN AMENDMENT OF SECTION 4.05 OF THE CITY CHARTER TO PROVIDE FOR ADDITIONAL COUNCIL MEMBER COMMENTS ON THE CREATION OF NEW MANAGEMENT OR PROFESSIONAL NON-MANAGEMENT POSITIONS AND ON THE APPOINTMENT OR REMOVAL OF CITY COUNCIL OFFICE STAFF, AS WELL AS UPDATED LANGUAGE TO CLARIFY THE INTENT OF THIS SECTION; PROVIDING THAT SUCH AMENDMENT WILL BECOME EFFECTIVE ONLY IF THE REFERENDUM IS APPROVED BY A MAJORITY VOTE AND THE REVISED CHARTER IS FILED, WITH THE DEPARTMENT OF STATE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, hereby makes the following findings:

(a) When the City Charter adopting the strong mayor form of government was approved by a majority of the voters after a citizens’ initiative petition process, there was a prohibition against Council Members taking any action that directly or indirectly requested the appointment or removal of any City employee.

(b) Several years ago, Council Members expressed a desire to be able to express their opinions concerning the appointment of new senior management employees by the Mayor that was
the subject of a recently approved referendum and that is now incorporated in the Charter. Senior management employees are defined as chiefs and administrator or higher management-level employees.

(c) Council Members desire to further expand their ability to express individual opinions on the appointment of employees to include expressing their opinions concerning any new management or professional non-management positions created by the Mayor.

(d) Providing City Council Members with the opportunity to express individual opinions on this topic would not interfere with the Mayor’s appointment or removal of employees or the Mayor’s administration of the City or the Mayor’s staff.

(e) The expression of individual opinions by Council members would provide meaningful and beneficial information and perspectives in the creation of any new management or professional non-management positions.

(f) The public reasonably expects City Council Members to be able to publicly share their opinions and perspectives in the creation of new management or professional non-management positions.

(g) In the absence of formal action taken collectively by City Council, the public expression of a City Council Member’s individual opinion would not constitute undue influence on the creation of a new management or professional non-management position.

(h) City Council Members also desire to have input into the appointment and removal of City employees who work for Council Members in the City Council Office.

(i) City Council Members also desire to clarify other language in the Charter relating to Council Members sharing their opinions concerning the appointment or removal of City employees and members of boards or commissions of the City.

(j) Pursuant to Florida Statutes section 166.031, the Charter may be amended pursuant to a referendum put to a vote of the electors at a general election held within the municipality.

(k) This referendum question could be placed on the ballot for the municipal general election scheduled for November 7, 2017.

SECTION 2—DATE OF REFERENDUM: The City shall place the referendum described in this ordinance (the “Referendum”) on the ballot for the municipal general election scheduled for November 7, 2017.

SECTION 3—CHARTER AMENDMENT: If the Referendum is approved by a majority vote, the City shall file a revised version of the St. Petersburg City Charter with the Department of
State that contains the following amendments to section 4.05, with such amendments effective upon the filing of the revised Charter with the Department of State:

Sec. 4.05. Administrative affairs; Council participation.

(a) Neither Prohibitions. Except as otherwise specifically authorized by the Charter, neither the Council nor any of its committees or any of its members, may do any of the following, whether publicly or privately, directly or indirectly, individually or collectively, shall:

1. direct or request the appointment of anyone to, or removal of any employee of the City to or from, office any position with the City by the Mayor or by any of the Mayor’s subordinates, or in any manner, directly or indirectly;

2. take part in the appointment or removal of any officer or employee of the City to or from any position with the City;

3. direct or request the removal of any member of a board or commission of the City who was confirmed by City Council, except through a quasi-judicial hearing for the removal of a member for cause as authorized by applicable law;

4. direct or request the removal of any member of a board or commission who was appointed by the Mayor, except through a quasi-judicial hearing for the removal of a member for cause as authorized by applicable law; or

5. give any order to any employee of the City or any member of any board or commission appointed or confirmed by City Council or appointed by the Mayor.

(b) Inquiry as to administrative service of the City. All Except as authorized by the Charter, any inquiry dealing with any portion of the administrative service of the City with the exception of (b) herein shall be with the Mayor and neither the Council nor any member thereof shall, give any orders to any subordinate or officer of the City, either publicly or privately, directly or indirectly, the City Administrator, or the Mayor’s designee when that designation is made in writing.

(c) Violations. Any violation of the provisions of this section by a member of the Council shall be grounds for removal from office under Section 3.04(c).
(d) Appointment of certain high-level staff positions. This subsection shall section does not operate to prohibit any individual Council Member from expressing their personal opinion concerning the hiring, appointment by the Mayor of any chief or administrator-or-higher management-level employee or the creation of any new position classified as management or professional non-management; or

(e) Appointment or removal of City Council Office staff. This section does not prohibit any individual Council Member from expressing a personal opinion concerning the appointment or removal by the Mayor of any employee who works for City Council in the City Council Office. If, at a Council meeting or a Committee of the Whole meeting, the City Council takes formal action to make a collective recommendation concerning the appointment or removal by the Mayor of any employee who works for City Council in the City Council Office and the Mayor does not follow that recommendation, then the Mayor shall provide written justification to the City Council identifying the reasons for not following the recommendation within ten days of that decision.

(f) Appointment of board or commission members. This section does not prohibit any individual Council Member from providing information or expressing an opinion related to the appointment of any member of a board or commission of the City.

(g) Permitted Contact with City staff:

(1) The finances of the City shall, under the direction of the Council, be examined and audited by a certified public accountant at least once a year. The financial audit shall be a certified audit with no exceptions, and all reports and recommendations of the auditor shall be directed to the Council. City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the City, or any portion thereof, under the direction of City Council. At least once every two years, the City Council shall discuss and make a decision as to whether or not any such an audit is needed. The management evaluation and all reports and recommendations shall be directed to the Council.

(2) The Council or any member thereof may request information of the Mayor or the Mayor’s subordinates in a form that presently
exists and could be obtained by a public record request under Florida law, subject to such reasonable regulations of use as City Council may prescribe by ordinance or resolution from time to time.

SECTION 4—BALLOT TITLE: The City shall use the following caption as the ballot title for the Referendum:

Modifying prohibition on Council Members expressing opinions concerning certain decisions on employment and board membership

SECTION 5—BALLOT SUMMARY: The City shall use the following explanatory statement as the ballot summary for the Referendum:

The City Charter currently prohibits Council Members from directing or requesting the appointment or removal of City employees except senior management employees. Shall the Charter be amended in accordance with ordinance 288-H to allow Council Members to express opinions concerning creation of new positions classified as management or professional non-management, changes to membership on boards or commissions of the City, and appointment or removal of City Council Office staff?

YES  NO

SECTION 6—EFFECTIVE DATE: In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it will 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 will 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 will not become effective unless the City Council overrides the veto in accordance with the City Charter, in which case it will become effective immediately upon a successful vote to override the veto.

SECTION 7—SEVERABILITY: The provisions of this ordinance are deemed severable, and the invalidity of any portion of this ordinance does not affect the validity of the remaining portions.

Approved as to form and content:

City Attorney (Designee)
ORDINANCE NO. 289-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING AN AGREEMENT, WITH A TERM NOT EXCEEDING 20 YEARS AND UNDER CERTAIN CONDITIONS, FOR A PORTION OF WALTER FULLER PARK TO BE USED FOR THE PRIMARY PURPOSES OF BASEBALL, OTHER SPORTS, AND RELATED ACTIVITIES; AUTHORIZING THE CITY COUNCIL TO APPROVE SUCH AN AGREEMENT FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, hereby makes the following findings:

(a) Walter Fuller Park is identified as parcel 94 on the Park and Waterfront Map incorporated into the City Charter (the “Park”).

(b) The portion of the northern end of the Park currently known as the “Walter Fuller Baseball Complex” (the “Facility”) has been used for baseball, other sports, and related activities since at least 1968, when the New York Mets began training at a baseball complex on the site named after Mets’ owner Joan Payson.

(c) St. Petersburg Baseball Commission, Inc., (“SPBC”) was formed for the purpose of operating and maintaining certain City-owned baseball facilities, and it has operated and managed the Facility since 2009 pursuant to a series of three-year agreements with the City.
(d) Although the City has subsidized SPBC's operation and management of the Facility pursuant to that series of agreements, the amount spent by the City on that subsidy is significantly less than the amount that would have been spent by the City to operate and manage the Facility itself.

(e) Upgrades and improvements to the Facility are now needed to improve the aesthetics and safety of the Facility, maintain the competitiveness of the Facility as a baseball venue, and preserve the Facility as a valuable part of the City's baseball history.

(f) SPBC has proposed a series of upgrades and improvements to the Facility to address those needs, some of which can be amortized over a period of ten or more years. Accordingly, SPBC has requested that the City enter into an agreement with a term not to exceed 20 years in order to make such amortization possible.

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

(h) The City Council desires to seek authorization from the City's electors, in accordance with the Charter, to approve an agreement with a term not to exceed 20 years for the Facility to be used for the primary purposes of baseball, other sports, and baseball-related activities under the conditions set forth in this ordinance.

(i) This referendum question could be placed on the ballot for the municipal general election scheduled for November 7, 2017.

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

SECTION 2—DATE OF REFERENDUM: The City shall place the referendum described in this ordinance (the “Referendum”) on the ballot for the municipal general election scheduled for November 7, 2017.

SECTION 3—AUTHORIZATION FOR AGREEMENT: If the Referendum is approved by a majority vote, the City Council may approve a lease, license, use agreement, management agreement, or other type of agreement for the Facility (the “New Agreement”) under the following conditions:

(a) The City may use sole source selection or any other procurement method authorized by law to select SPBC or another party to manage and operate the Facility (the “Manager”) pursuant to the New Agreement.
(b) Approval of the New Agreement will require the affirmative vote of at least six members of City Council.

(c) The term of the New Agreement, including any renewal or renewals, will not exceed 20 years.

(d) The Facility will continue to be used for the primary purposes of baseball and other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy.

(e) No change may be made to boundary of the Facility as established by the current agreement between the City and SPBC.

(f) No new playing field, field lighting, or building in excess of 200 square feet may be added to the Facility. For purposes of this subsection (f), the term “building” does not include a batting cage or a dugout.

(g) The Manager will commit to fund a minimum of $300,000 in upgrades and improvements to the Facility.

SECTION 4—BALLOT TITLE: The City shall use the following caption as the ballot title for the Referendum:

Authorizing agreement not exceeding 20 years for management of baseball complex at Walter Fuller Park

SECTION 5—BALLOT SUMMARY: The City shall use the following explanatory statement as the ballot summary for the Referendum:

May City Council approve an agreement regarding the management and operation of the portion of Walter Fuller Park currently known as the Walter Fuller Baseball Complex under conditions set forth in ordinance 289-H? These conditions include: term not exceeding 20 years; continued use for primary purposes of baseball, other sports, and related activities; no change to current boundary; limits on additional structures; and manager commits to fund minimum of $300,000 in upgrades and improvements.

YES NO

SECTION 6—EFFECTIVE DATE: In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it will 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 will 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 will not become effective unless the City Council overrides the veto in accordance with the City Charter, in which case it will become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

[Signatures]

City Attorney (Designee) Administration
ORDINANCE NO. 290-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING THE PARTIAL RELEASE, SUBJECT TO CERTAIN CONDITIONS, OF THE RECREATION OPEN SPACE RESTRICTIVE COVENANT ON THE PORTIONS OF THE EDGEBEATER INTERIOR PARCEL AND THE BAYWOOD PARK INTERIOR PARCEL, WEST OF THE EASTERN 200 FEET OF SAID PARCELS, THESE PARCELS BEING ADJACENT TO THE VINOY RENAISSANCE ST. PETERSBURG RESORT AND BEING GENERALLY LOCATED WESTERLY OF BAYSHORE DRIVE BETWEEN SEVENTH AND EXTENDED SIXTH AVENUE N.E.; AUTHORIZING THE MAYOR TO EXECUTE SUCH INSTRUMENTS AS ARE NECESSARY TO EFFECT SUCH A PARTIAL RELEASE FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

(a) The area around the Vinoy Renaissance St. Petersburg Resort (the “Vinoy”) is a vital part of St. Petersburg and was the subject of extensive redevelopment efforts in the 1980s, which included restoration of the Vinoy, which had been vacant and deteriorating.
(b) As part of these efforts, on June 7, 1984, an agreement was executed pursuant to which the City would convey to the Vinoy’s owner two parcels of City-owned land immediately north of the Vinoy that were known as the “Edgewater Interior Parcel” and the “Baywood Park Interior Parcel” (collectively, the “Interior Parcels”). In exchange, the Vinoy’s owner would convey to the City the waterfront parcel east of the Vinoy that the City had been leasing for use as part of Vinoy Park. This exchange of property required voter approval before going into effect and would be subject to certain restrictive covenants.

(c) On September 20, 1984, City Council adopted ordinance 778-F, which called a special election for the purpose of securing voter approval for the proposed exchange of property. The legal descriptions for the Edgewater Interior Parcel and the Baywood Park Interior Parcel provided in ordinance 778-F are incorporated by reference into this ordinance.

(d) On November 6, 1984, the voters approved the property exchange described in ordinance 778-F, and pursuant to a warranty deed recorded in Pinellas County official records book 5891 at page 658, the Interior Parcels were subsequently conveyed by the City to the Vinoy’s owner, subject to certain restrictive covenants running with the land.

(e) The first of these restrictive covenants (the “Open Space Covenant”) provides that the eastern 200 feet of the Interior Parcels shall be restricted to open space recreation with public access until December 31, 2082. None of the partial releases described in this ordinance affects the Open Space Covenant.

(f) The second of these restrictive covenants (the “Facilities Covenant”) provides that the balance of the land within the Interior Parcels (i.e., the approximately 4.3 acres of land that lies west of the eastern 200 feet) be restricted to recreation open space usage for the use as tennis courts and related facilities until December 31, 2082.

(g) On March 25, 1997, in accordance with ordinance 267-G, the voters approved a partial release of the Facilities Covenant to allow construction of a conference center, including a 15,000-square-foot ballroom, prefunction area, and additional parking under elevated tennis courts. This first partial release was recorded in Pinellas County official records book 15761 at page 1400.

(h) On March 13, 2007, in accordance with ordinance 802-G, the voters approved a second partial release of the Facilities Covenant so that a new health club facility and future hotel and hotel accessory uses could be constructed in the same area covered by the first partial release. The second partial release was recorded in Pinellas County official records book 15761 at page 1403.
(i) The area covered by the first and second partial releases of the Facilities Covenant was limited to the westernmost 2.0 acres of the Interior Parcels, leaving approximately 2.3 acres still subject to the original terms of the Facilities Covenant. Currently, only ground-level tennis courts exist on this approximately 2.3-acre area.

(j) The current owner of the Vinoy has now requested that the Facilities Covenant be partially released as to this approximately 2.3-acre area to allow construction, subject to certain conditions, of a one-story parking garage with elevated tennis courts to help alleviate parking issues at the Vinoy and in the adjacent neighborhood.

(k) Section 1.02 of the City Charter provides a City-wide referendum process for the disposition of a City interest in park and waterfront property.

(l) The City Council desires to seek authorization from the City’s electors, in accordance with the referendum process provided by the Charter, to effect a third partial release of the Facilities Covenant pursuant to the terms of this ordinance.

(m) This referendum question could be placed on the ballot for the municipal general election scheduled for November 7, 2017.

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

SECTION 2—DATE OF REFERENDUM: The City shall place the referendum described in this ordinance (the “Referendum”) on the ballot for the municipal general election scheduled for November 7, 2017.

SECTION 3—AUTHORIZATION FOR PARTIAL RELEASE: If the Referendum is approved by a majority vote, the Mayor is authorized to execute such instruments as are necessary to partially release the Facilities Covenant on the approximately 2.3-acre portion of the Interior Parcels that lies west of the eastern 200 feet of the Interior Parcel and has not been the subject of the previous partial releases. Such partial release is subject to the following conditions:

(a) A one-story parking garage may be constructed under elevated tennis courts.

(b) A site plan that is created or modified to allow for the construction of such a parking garage must include, to the extent allowed under the City’s land development regulations and other applicable law, a pedestrian sidewalk along the north side of the Edgewater Interior Parcel and landscape screening for any parking garage located on the Interior Parcels.
SECTION 4—BALLOT TITLE: The City shall use the following caption as the ballot title for the Referendum:

Partially releasing restrictive covenant on former City property now part of The Vinoy Renaissance Resort.

SECTION 5—BALLOT SUMMARY: The City shall use the following explanatory statement as the ballot summary for the Referendum:

After referendum approval in 1984, the Vinoy Park Hotel Company conveyed the City a waterfront park parcel in exchange for the Baywood Park and Edgewater interior parcels, subject to certain restrictions. Shall the City now partially release those restrictions for approximately 2.3 acres of that property to permit The Vinoy Renaissance St. Petersburg Resort to construct a one-story parking garage with elevated tennis courts, subject to conditions set forth in ordinance 290-H?

YES                           NO

SECTION 6—EFFECTIVE DATE: In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it will 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 will 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 will not become effective unless the City Council overrides the veto in accordance with the City Charter, in which case it will become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

__________________________
City Attorney (Designee)      Administration
ORDINANCE NO. 291-H

AN ORDINANCE PROVIDING FOR THE
ORDER IN WHICH THE REFERENDUM
ITEMS ARE TO BE PLACED ON THE
BALLOT IN THE ELECTION TO BE HELD
ON NOVEMBER 7, 2017; PROVIDING FOR
FINDINGS; AND PROVIDING AN
EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1—FINDINGS. The City Council of the City of St. Petersburg hereby makes the following findings:

a. That there are three referendum items that are to be placed on the ballot for the election to be held on November 7, 2017.

b. That section 5.03 of the City Charter provides that the form of the ballot shall be provided by ordinance.

c. That this ordinance shall establish the order of the referendum items that are to appear on the November 7, 2017 ballot.

SECTION 2—BALLOT ORDER. That the referendum items that are to appear in the election to be held on November 7, 2017, shall appear in the following order:

a. Question Contained in Ordinance Number 289-H

b. Question Contained in Ordinance Number 290-H

c. Question Contained in Ordinance Number 291-H

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

Approved as to form and content:

[Signature]

City Attorney (designee)
TO: Members of City Council
DATE: June 16, 2017
COUNCIL DATE: August 3, 2017
RE: Referral to the Public Services & Infrastructure Committee
Protected Bike Lanes

ACTION DESIRED:

Respectfully request City Council refer to the Public Services & Infrastructure Committee a discussion regarding the possibility of enacting an ordinance stating that all new bike lanes must be protected bike lanes. Please see two attached articles.

Steve Kornell, Council Member
District 5
Portland is first U.S. city to make protection the default for all new bike lanes

January 28, 2016

Michael Andersen, Green Lane Project staff writer

Sometimes, the most important question in the world is "why not?"

For decades, U.S. cities built roads around driving and (sometimes) walking. If people wanted to bike, they were left to decide among the sidewalk, the shoulder or the middle of the traffic lane.

Then, starting in 1967, a few cities tried striping bike lanes on the side of roads. In 1971 a Republican legislator in Jacksonville, Oregon who biked for exercise convinced his colleagues to require bike lanes on most road construction projects. The Bike Bill, as it was known, included exceptions; but unlike any other law in the country at the time, it required anyone proposing a project without bike facilities to explain why not.

Over the 45 years that followed, the "why not" requirement in Oregon's Bike Bill has gradually created a state with by far the highest bike commuting rate in the nation: 2.6 percent statewide, higher than all but eight major U.S. cities.

Last fall, Oregon's largest city created another new policy. Effective immediately, every time Portland road designers recommended a bike lane, they would need to make it a protected bike lane — or else explain why not.

Portland's policy, announced internally in an Oct. 19 memo from Transportation Director Leah Treat, applies to all city-managed streets with average daily traffic of 3,000 motor vehicles or more.

It's the first such policy we know of in the United States.

(Memphis has a similar standard for some streets but it allows either buffered or protected bike lanes.)
Good afternoon,

Our experience and our policies both tell us that encouraging more bicycle transportation is key to Portland's efforts to address population growth, safety on our streets, health, climate change and prosperity. If we build our system well, then models tell us that over the next 20 years bicycle transportation is the means of transportation expected to grow the most. The key is to build our system well, to build it to be safe, and to strive for the highest quality bikeways possible.

There is a growing body of research and experience across the U.S., North America and the world demonstrating the effectiveness and desirability of protected bicycle lanes to encourage more bicycle transportation. It is also a key element of our Vision Zero strategy for people when riding bicycles. That is why I am asking our engineers, project managers and planners to make protected bicycle lanes the preferred design on roadways where separation is called for. I am asking for this design standard for retrofits of existing roadways as well as to new construction.

I know this will be challenging and not always achievable in the moment. In some cases we may not have sufficient funding; in other cases we may find the necessary trade-offs to be currently untenable. Nonetheless, I want protected bikeways to be considered on every project where some type of separation is desired. I am committed to providing staff the necessary support and training to address the inevitable design challenges. We have a lot of talent at PBOT; there is no transportation agency in the U.S. with more skill, knowledge, experience and focus. Let us direct that talent to creating a safer, healthier, more prosperous, sustainable, livable and mobile Portland.

Cheers,
Leah

**Proposed rule might require protected bike lanes with property redevelopment, too**

*A concept for a future 82nd Avenue in Portland, by Nick Falbo of neighborhood group Foster United.*

In an interview Monday, Treat said this internal direction to her staff was just part of the initiative. The city is also preparing to consider a formal administrative rule that she said would require developers to provide **protected bike lanes with new developments** — much as they've long been required to provide sidewalks.
As with sidewalks, Treat's team wants to create exceptions and alternatives to the rule (which isn't finished and would require city council approval). On certain streets that aren't expected to get continuous protected bike lanes soon, developers might instead be able to pay into a fund that could be used to build the bike network on other nearby streets.

The policy wouldn't necessarily require the relatively expensive sidewalk-level facilities; parking-protected or post-protected lanes could count, Treat said.

Treat said the development policy is getting an early test on Southwest Bond Street, a newly built street being planned through a former shipyard.

Last spring, the city had tentatively approved a plan for door-zone conventional bike lanes on Bond. Under Treat's new policy, property developers have changed course and are planning for protected bike lanes instead.

"They have been very positive in their feedback of 'We understand why you want to do this and why it's good for the city,'" Treat said. "We also are willing to invest a lot of staff resources on our side helping developers figure out how to incorporate bike lanes into their development, because we have some awesome traffic engineers."

But in the end, it was up to city leaders like Treat to decide which challenges to ask those engineers to solve. And from now on in Portland, one of those assigned challenges will be protected bike lanes.

"I'm very, very interested in getting more people to adopt biking as their commute mode, as is the city," Treat said. "One of the largest barriers that we have to getting more people on bicycles is getting people feeling safe, and cycle tracks are the safest facility."

The Green Lane Project helps U.S. cities build better bike lanes to create low-stress streets. You can follow us on LinkedIn, Twitter or Facebook or sign up for our weekly news digest about protected bike lanes. Story tip? Write michael@peopleforbikes.org.
Washington County Board of Commissioners adopts policy preference for protected bikeways

Posted by Jonathan Maus (Publisher/Editor) on January 17th, 2017 at 11:20 am

Roads in Washington County are notorious for being wide and fast — which is why a new policy to physically separate motor vehicle users from bicycle users is such good news.

Last week the Washington County Board of Commissioners voted unanimously to codify their preference for protected bicycle facilities on major County roads.

In a statement about the policy, District 1 Commissioner (and Vice-Chair) Dick Schouten* said, “The board has long recognized the need to not only provide access to bicyclists, but to make sure that access is safe and equitable. Bicycling and other forms of active transportation promotes healthy lifestyles, reduces traffic congestion and improves our quality of life. As a Board, we are committed to doing everything we can to support this by making sure our roadways are safe for all modes of transportation.”

The policy (begins on page 45 of this PDF) that passed at the January 10th meeting not only states the Board’s preference, it also requires County staff to evaluate the feasibility of separated bicycle facilities on all County-funded capital road projects and then present those options to the Board before projects move beyond the 30 percent design stage. Also, when designing new road projects, County staff will be required to evaluate at least two bicycle facility types — including at least one that provides physical separation and/or protection of bicycle users from motor vehicle users.

Here’s an overview of the new policy:
BICYCLE FACILITIES FOR
COUNTY-FUNDED CAPITAL ROAD IMPROVEMENT PROJECTS
POLICY
January 10, 2017

Policy Statement
The Board of County Commissioners (Board) prefers separated or protected bicycle facilities on major County roads in appropriate situations.

Urban Areas: For all County-funded capital road improvement projects inside the Urban Growth Boundary, design staff shall consider bicycle facilities that provide: 1) physical separation; and/or 2) physical protection between bicyclists and motor vehicles. Examples of such bicycle facilities include:

- Multi-use off-street path (one-way or two-way)
- Raised cycle track (one-way or two-way)
- Protected cycle track (one-way or two-way)

Rural Areas: For all County-funded capital road improvement projects on arterials and collectors outside the UGB, design staff shall consider potential bicycle facility improvements.

An excerpt from the policy passed by the Board on January 10th.

Cross-section of a County project in Sherwood that shows the Board’s preference for separated bikeways.

According to the County, the new policy reflects their, “commitment to the benefits of active transportation.” A statement specifically mentioned using the new policy for projects that improve biking
and walking access to schools. The County has committed $2 million per year for the next ten years to projects identified in their School Access Improvement Study.

Specific facility-types mentioned in the adopted policy include: multi-use, off-street paths; raised cycle tracks, and protected cycle tracks. It would also apply to both urban and rural projects — that’s an important piece of the story because Washington County is about evenly split between urban and rural roads and is home to some of the most popular recreational riding in the region.

Keep in mind that this is far from a mandatory requirement for protected bikeways. “The Board also understands, however,” reads the adopted policy statement, “that separated or protected bicycle facilities may not be the most appropriate option for a specific capital project for a variety of reasons — including safety, funding limitations, right-of-way limitations, maintenance concerns, etc.” This means the usual pressures of politics and public will are not going away and it will be up to County leaders, concerned residents and advocates to make the case for each project.

Even so, the endorsement of separated facilities from the Board is a very important step forward. Commissioner Schouten told us he anticipates it will lead to more of them being built. And Washington County Land Use & Transportation Director Andrew Singelakis said the Board was already headed in that direction. Last fall they chose a separated bikeway design for a project in Sherwood where a rural road t-bones into Highway 99W. In that project (see image above), the County opted for a 12-foot multi-use path to help people navigate between a new roundabout and the highway.

Portland has tried to establish a formal policy on protected bike lanes; but thus far no such policy exists. In 2015 PBOT Director Leah Treat issued an internal directive stating the bureau’s preference for protected bike lanes to be installed adjacent to new development. While hailed by advocacy groups and the media as a move that would make protected bike lanes the default treatment, it actually has no legal authority.

*Contact Commissioner Dick Schouten here.*

— Jonathan Maus: (503) 706-8804, @jonathan_maus on Twitter and jonathan@bikeportland.org
TO:   Members of City Council

DATE:   July 21, 2017

COUNCIL DATE:   August 3, 2017

RE:   Civic Education

ACTION DESIRED:

Respectfully requesting a referral to the Legislative Affairs and Intergovernmental Relations Committee to consider contacting the Florida Legislature regarding their decision to defund the Joint Center, which provides in-service training to thousands of educators in civic education.

See attached article from Bob Graham

Jim Kennedy
Council Member, District 2
Civics isn’t optional

If you want to know what happens in government when voters are uninterested, diverted or uneducated about the skills of effective citizenship, look no further than Washington and Tallahassee.

In the nation’s capital we see the president of the United States and the former director of the FBI calling each other liars. In Tallahassee the Florida Legislature adjourned among a flood of vetoes and back-room deals.

What is going on? One significant, under-the-radar reason is that since the 1970s there has been a virtual collapse in the teaching of civics. Two generations of Americans and Floridians have finished their high school education with little or no instruction in what it means to be a citizen in a democracy. They have never learned the centrality of civility and reasoned compromise in a democracy or the rights, responsibilities and skills necessary to be an effective citizen.

The good news is that Florida has been leading the nation in restoring civics to the classroom and has done it extremely well. Here’s how it happened. In 2007 the Lou Frey Institute at the University of Central Florida and the Bob Graham Program at the University of Florida joined forces to form the Florida Joint Center on Citizenship.

A primary goal of this partnership was to persuade the governor and Florida Legislature to return civics education to Florida schools. For two years the Joint Center received little legislative interest or support. But in 2009 the effort found an ally who possessed the necessary credentials to convince the Legislature this was an urgent and worthy cause. She had experience as a state legislator, was a well-regarded Republican and was passionate about the importance of civic education: former Arizona state senator and U.S. Supreme Court Justice Sandra Day O’Connor. Not long after she spoke to a joint session of the Legislature our legislation was passed, appropriately renamed in her honor.

The law has been a success. As civics had not been taught in most Florida schools for four decades, the educational pantry was bare of prepared teachers and instructional materials. To launch the program, the Joint Center has provided in-service training to thousands of educators, developed age-appropriate instructional materials used by 5,000 teachers, and offered supplemental support, which last year provided 95,000 hours of online instruction for Florida students.

In order to ensure accountability, the Sandra Day O’Connor Act required an end-of-course exam to determine the effectiveness of the civic instruction provided.

In 2014, the first year of testing, 61 percent of Florida students enrolled in seventh-grade civics scored at or above a level of proficiency. This compared favorably to the National Assessment of Educational Progress results, also known as the nation’s report card, in which only 23 percent of American eighth-grade students were deemed to be proficient in civics. NAEP is the most comparable assessment available; 2014 was the last year the exam was given. And things were even better in 2017 when 69 percent of Florida seventh-graders tested proficient or better. Students whose teachers used Joint Center instructional materials scored almost 25 percent higher than other students.

So how have the governor and Florida Legislature in their back-room deals recognized this stellar achievement? The Legislature defunded the Joint Center by $500,000 and Gov. Rick Scott vetoed the remaining $400,000 of the center’s state support.

Their actions are outrageous. The very elected officials whose erratic leadership demonstrates the damage that a lack of civics education has done to our democracy have now decided to eviscerate a program that was reversing ignorance with demonstrated mastery of what is required to be an effective citizen in the arena of democracy.

While we can do little about what happened in the 2017 legislative session, there is much we can do in preparation for the 2018 Legislature. Here’s my advice: Flood legislators with emails, calls and personal visits expressing your disgust with their dismantling of civics education in Florida. Partner with fellow citizens who share your outrage or join a group committed to enhanced citizenship such as the League of Women Voters — multiple voices are better than one. Engage the media. And remember these legislators’ actions are outrageous and the time for all good people to act is right now.

As Edmund Burke wisely said: “The only thing necessary for the triumph of evil is for good men to do nothing.” When it comes to making sure our children and grandchildren have the tools to be effective citizens of our great county, the time for all good people to act is right now.

Bob Graham is a former Florida state legislator, governor and U.S. senator. He is the co-author of the recently released “America, The Owner's Manual: You Can Fight City Hall — And Win,” which helps citizens build and flex their citizenship muscles to make government work for them. He wrote this exclusively for the Tampa Bay Times.
Present: Committee Members - Chair James R. "Jim" Kennedy, Jr., Vice-Chair Charles Gerdes, Karl Nurse, Darden Rice and Ed Montanari (alternate).

Also: Council Member Amy Foster; Chief Assistant City Attorney, Jeannine Williams; City Administrator, Gary Cornwell; Greenhouse Manager & Small Business Liaison, Jessica Eilerman; Economic Development Coordinator, Claude Williams, City Council Administrative Aide, Kewa Wright; Senior Deputy City Clerk, Cathy E. Davis

A. Call to Order

Chair Kennedy called the meeting to order at 8:00 am with the above persons present.

B. Approval of Agenda

In connection with the approval of the July 20th meeting agenda, Council Member Gerdes made a motion that the agenda be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Rice. Nays. None. Montanari (alt).

C. Approval of Minutes

1. June 22, 2017

In connection with the approval of the June 22nd meeting minutes, Councilmember Gerdes made a motion that the minutes be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Rice. Nays. None. Montanari (alt).

D. New/Deferred Business

1a. Consideration of a revision to the Small Business Enterprise Ordinance (Nurse) - CM Nurse started the discussion on how the City has had some small version of the SBE program for the last decade or so. He further stated that staff has internally set the target for what percent of purchases would be in the SBE program, which has remained flat at 5 percent. CM Nurse stated he has been working with staff to add an ordinance that will raise the target of the SBE to 14% of purchases by fiscal year 2020. Mrs. Eilerman commented on how the SBE is a really important program and this is an opportunity to strengthen and grow it, not just through participation but also the number of businesses going through it to become certified.

CM Gerdes inquired how the Shelter Market Program works on a day-to-day basis. Ms. Eilerman explained that when projects come through, there is staff committee that reviews the proposal of construction projects and then a decision is made at that staff level as to what will be sheltered. Meaning, how much of a project will be given specifically to certified small businesses. In general, the Shelter Market Program is to make sure participation of certified SBE's are part of those projects. CM Gerdes also inquired about the bureaucratic process of the SBE program. Ms. Eilerman explained that staff/committee meets monthly in order to move things through the procurement process. There was some discussion regarding specifying the members of City staff that make up the committee.
CM Nurse requested that the ordinance be amended to provide quarterly reports to the BF&T committee. CM Gerdes inquired about the cost of a Disparity Study and if one should be done. Ms. Eilerman stated the study cost was roughly $250k or more and the community is requesting one be done. CM Rice inquired if there was a benefit in working with the County on the Disparity Study. Ms. Eilerman responded that there is a benefit and staff will be reaching out to the County to seek partnering with them.

CM Nurse made a motion to approve the proposed ordinance as amended and staff have a discussion with the County to see if they are interested in partnering. Approved unanimously by the committee. Ayes: Kennedy, Gerdes, Rice, Montanari (Alt). Nays: None.

1b. Airbnb to collect sales tax and tourist taxes from guests (Legal) - was deferred to a later date. In the meantime, CM Nurse inquired if other Airbnb competitors were also paying sales tax. Attorney Williams stated that Legal will have that information when they report back to the committee.

1c. Multi-year shade tree planting program along City trails and roadways added to Weeki Wachee List (Nurse) – CM Nurse addressed the committee regarding the lack of ongoing tree money over several decades and is requesting $475k of BP funds as the first phase of this program, followed by a yearly stipend from Weeki Wachee to fund this program on a continuing basis. CM Rice commented that the City have nine different departments that deal with trees and inquired who would be over the program. CM Gerdes commented that he was supportive of the concept/idea and inquired if there was an annual cost in mind. Dr. Cornwell provided examples of which department will oversee the program depending on where the trees are located. CM Kennedy inquired if the committee could make a multi-year commitment to the Weeki Wachee fund. Attorney Williams stated the project could be considered as one project with ongoing operating and maintenance cost. She stated that the committee has approved projects with phases in the past.

CM Nurse made a motion to approve adding the multi-year shade tree planting program to the Weeki Wachee List. Approved unanimously by the committee. Ayes: Kennedy, Gerdes, Rice, Montanari (Alt). Nays: None.

1d. Booker Creek Park added to the Weeki Wachee List (Foster) – CM Foster informed the committee that more information would be forthcoming when this item is discussed at the Committee of the Whole. However, she gave an overview regarding a parking lot that is owned by the City adjacent to Booker Creek that has been fenced off approximately a year due to homeless activity. The neighborhood would like to have more active use of the park to drive out inappropriate activity, to include drug use. CM Foster stated that she has been working with Parks and Recreation, as well as the neighborhood to find an appropriate use for that space at the lowest cost possible.

CM Gerdes made a motion to approve adding Booker Creek Park to the Weeki Wachee List. Approved unanimously by the committee. Ayes: Kennedy, Gerdes, Rice, Montanari (Alt). Nays: None

E. Upcoming Meetings Agenda Tentative Issues

1. July 27, 2017
   a. Utility Rate Study (Anne Fritz/Claude Tankersley)
2. August 17, 2017
   a. Airbnb to collect sales tax and tourist taxes from guests (Legal)
   b. PILOF Discussion (Kornell)

3. August 24, 2017
   a. 3rd Quarterly Financial Reports

F. New Business Item Referrals

G. Adjournment

There being no further business, the meeting was adjourned at 8:33 a.m.
A RESOLUTION OF THE CITY COUNCIL
APPROVING THE RECOMMENDATION OF
THE BUDGET, FINANCE AND TAXATION
COMMITTEE TO ADD THE CITY TRAILS
SHADE TREE PLANTING PROGRAM PROJECT
TO THE WEEKI WACHEE PROJECT LIST; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted Article IV, Chapter 21, which created procedures and
criteria for the use of principal and investment proceeds from the sale of the Weeki Wachee
property; and

WHEREAS, to add a project to the Weeki Wachee project list, Section 21-120(a), City
Code, requires a recommendation in writing to City Council as well as a referral to and
recommendation from the Budget, Finance and Taxation Committee; and

WHEREAS, a City Council member recommended in writing the addition of the City
Trails Shade Tree Planting Program Project (Project) to the Weeki Wachee project list and the
Budget, Finance and Taxation Committee recommends that the Project is added to the Weeki
Wachee project list.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg,
Florida that the recommendation of the Budget, Finance and Taxation Committee to add the City
Trails Shade Tree Planting Program Project to the Weeki Wachee project list is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
00333431
WHEREAS, City Council adopted Article IV, Chapter 21, which created procedures and criteria for the use of principal and investment proceeds from the sale of the Weeki Wachee property; and

WHEREAS, to add a project to the Weeki Wachee project list, Section 21-120(a), City Code, requires a recommendation in writing to City Council as well as a referral to and recommendation from the Budget, Finance and Taxation Committee; and

WHEREAS, a City Council member recommended in writing the addition of the Booker Creek Park Project (Project) to the Weeki Wachee project list and the Budget, Finance and Taxation Committee recommends that the Project is added to the Weeki Wachee project list.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the recommendation of the Budget, Finance and Taxation Committee to add the Booker Creek Park Project to the Weeki Wachee project list is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)

00333437
ORDINANCE NO. ___

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 OF THE ST.
PETERSBURG CITY CODE RELATING TO PARTICIPATION REQUIREMENTS FOR
SMALL BUSINESS ENTERPRISES; PROVIDING FOR ANNUAL CITY WIDE
GOALS FOR SMALL BUSINESS ENTERPRISE PARTICIPATION; PROVIDING FOR
CORRECTIVE ACTION AND PENALTIES; PROVIDING FOR CITIZEN MEMBERSHIP ON
THE SMALL BUSINESS ENTERPRISE COMMITTEE; REQUIRING QUARTERLY
UPDATES TO CITY COUNCIL REGARDING THE AWARDING OF CONTRACTS TO SMALL
BUSINESS ENTERPRISES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 2-272(b) of the St. Petersburg City Code is hereby amended to read as follows:

(b) SBE Committee. The POD shall establish an SBE Committee with membership consisting of City staff members and two City residents; one appointed by the Mayor and one appointed by the City Council Chair. The SBE Committee shall utilize annually a recommended city wide SBE goal, based on readiness, willingness and availability of prime contractors and subcontractors. The annual city wide goal shall be achieved through the utilization of participation percentages and/or the sheltered market program to achieve the following annual city wide SBE participation goals: FY 2017 – 8%; FY 2018 – 10%; FY 2019 – 12%; FY 2020 – 14%.

Section 2. The St. Petersburg City Code is hereby amended by adding a new subsection 272(k) to read as follows:

(k) Compliance; Corrective Action; Penalties. If the contractor has not met the requirements of this division, the POD will provide written notice regarding noncompliance. The contractor will be required to present a corrective action plan within 30 days of such notice. Once the corrective action plan is approved by the POD, the POD will provide a time period for completion of the corrective action plan. The time period for completion of the corrective action plan shall not exceed 60 days unless the Mayor or his or her designee determines that the contractor has demonstrated that a longer time period is necessary and in the best interest of the
City. If the contractor fails to correct the deficiency within the time period, the POD shall impose the following penalties:

i. For a first violation . . . retainer will be withheld

ii. For a second violation . . . one year suspension from bidding on City contracts

iii. For a third violation . . . three year suspension from bidding on City contracts

Section 3. Section 2-274 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 2-274. Report to the City Council Budget Finance and Taxation Committee.

The POD shall annually quarterly provide information to the City Council Budget Finance and Taxation Committee concerning the awarding of contracts to SBEs. To the extent practicable, the information provided should include the total dollar value of awards made in the fiscal year to SBEs.

Section 4. 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 5. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance shall not affect the validity of the remaining portions.

Section 6. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

________________________
City Attorney (designee)
Present: Committee Members – Vice Chair Ed Montanari, Council Members Charlie Gerdes, Amy Foster, and Jim Kennedy (alternate)

Also Present: Council Members Karl Nurse, Lisa Wheeler-Bowman, Chief Assistant City Attorney Jeannine Williams

Support Staff: Judy Tenison, City Council Administrative Aide

1. **Call to order** - 9:15 a.m.

2. **Approval of Agenda** - Motion to approve by CM Gerdes, all in favor.

3. **Approval of June 15, 2017 Minutes** - Motion to approve by CM Gerdes, all in favor.

4. **New Business**
   a) **Follow up on Capital Improvement Assessment on Bridges (from the 4/27 PS&I meeting), Claude Tankersley & Brejesh Prayman**

   B. Prayman showed a power point showing what the proposed funding is and an analysis of future funding. Current funding of $250,000 is for repair, inspection, testing, maintenance and bridge replacement and the replacement varied. To prioritize bridges in an efficient manner they are requesting $3,000,000 from Penny funds per year for ten years - $750,000 for repair, $250,000 for maintenance and $250,000 for inspection and load testing. The city has 80 bridges; half are inspected by the FDOT in even years, the other have in odd years. The $750,000 would help extend the service life and maintain healthy bridge ratings. The Federal Highway Database updates our Asset Management Database. This database provides extensive information. A short summary of the Asset Management Database was provided.

   B. Prayman continued with the Bridge Replacement Chart from Feb. 2016 sharing that the difference between the $33 million and the $43 million totals is because it includes some bridges that are currently in negotiation with FDOT to replace those bridges. The bridges are inspected by the State which provides a broad brush overview as well as load rating, health index and sufficiency rating numbers and they carry the expense of those inspections. Once the city receives that report, it is our responsibility to complete a detailed inspection and that is our cost.

   CM Nurse inquired about drainage with repairing a bridge and about height during bridge replacement. B. Prayman responded that drainage and height are taken into consideration during design.

   CM Kennedy asked if it is the status of the bridges and their need for replacement or just the money available that is driving this? B. Prayman responded that it is a little of both. CM Kennedy stated he is struggling with as to whether this is really a break even, is all the money there to do everything we expect that were going to need to do or is there a delta one way of the other? B. Prayman replied that it is difficult to determine a dollar amount as there hasn’t been any historically tracked data to check the trends. With an aggressive maintenance/repair program we should be able to bridge that gap. CM Kennedy stated that it appears that they getting what they can, to do with what they’ve got. C. Tankersley shared that his four departments look at everything exactly as what they need, and figure out a way to do it under budget. If that can’t be done,
They will raise that flag. They are seeing on a regular basis new innovations in terms of maintenance that allows maintenance to be done more effectively so they can meet the two needs of infrastructure versus money available.

B. Prayman continued with the presentation and stated that at the end of 2060 the replacement cost would be in the $390 million range. With all the Penny funding coming in, the $3 million a year up to 2030 and then after, the $9 million a year would put the funding at $280 million. C. Tankersley pointed out that they hope that technologies will continue to improve and allow them to maintain the bridges, but lets them know that if it doesn’t they need to be prepared to increase the apportion of Penny or find some other way to fund those replacements. CM Kennedy stated that looking at the Annual Replacement Cost chart, they are ringing the bell that between 2025 and 2028 there is a much greater need than of any kind of revenue source. B. Prayman replied that is if they go and baseline all the bridges right now for replacement in the next 40 years.

CM Kennedy responded that that was part of the purpose of doing that, so those sitting here in 2025 and 2028 are not surprised by that and hopefully those sitting before will help plan for that.

CM Gerdes questioned the graph. B. Prayman responded that the difference in the two graphs is that one is the current CIP plan and also with the Penny request. The other graph, the Annual Replacement for Future is an analysis of straight line repairs that have no effect on the structure and has to be continually maintained. From 2020 on, that is what they will end up with if the repairs have no effect. This is prioritizing the bridges, saying that two bridges will be replaced a year. CM Gerdes asked if it is $9 million annually for two bridges and what other funding sources are there other than the Penny? B. Prayman replied yes $9 million annually to replace two bridges and that starts in 2030; and there is no other funding for bridges. CM Gerdes asked if they are allowed to designate a portion of the millage rate dedicated to bridge replacement? J. Williams responded that she did not know if it can technically be designated. She will look into it.

CM Montanari inquired about pedestrian bridges. B. Prayman replied that today’s conversation pertained strictly to vehicular bridges. He is working on data, however, is not comfortable providing information that may not be accurate. CM Montanari asked when does FDOT determine when they replace a bridge and when they don’t; and is there any source of matching fund the city needs to provide? B. Prayman responded that the bridges go through a process. Once the bridge hits a certain threshold number DOT steps in and says this is public and the state will bay. They replace the structure in a joint agreement with the city. The state pays the bulk of the cost. CM Montanari asked about another meeting to discuss the pedestrian bridge issues. C. Tankersley responded that they can bring that back when they discuss sidewalks.

b) Possible Infiltration/Inflow Language for Wholesale Sewer Customers, Claude Tankersley, Kim Streeter

C. Tankersley introduced the first draft of an amendment to our wholesale customer’s contract. This has been discussed with wholesale customers in detail and generally. All communities in Pinellas County are under scrutiny by FDEP. All communities are indicating a desire to cooperate and move forward on dealing with the I/I issue. The amendment basically spells out the expectation and responsibilities of the city as well as our wholesale customers to cooperate on I/I issues and to be sure that we are making progress concurrently. The same parameters will be set for all wholesale customers, making it easier to plan for I/I activity. CM Kennedy asked what if our customers don’t comply? K. Streeter replied that they would then be in breach of the contract. There are certain notice requirements and then we would pursue whatever legal remedies there are. With each additional I/I they pay an extra 25% for their treatment rate. It is problematic; there is not an additional penal factor being included in this particular I/I agreement. CM Kennedy inquired about some type of injunctive relief. K. Streeter that an injunctive relief provision could be included in the contract if they fail to do what they are required to do in the way of reporting and coming into compliance within a time frame.
CM Gerdes suggested building in incentives. If your peak event flows reduce we will lower your bill or something that incentivizes them to make an investment where they get a return as opposed to a punishment. C. Tankersley stated there is technical language that needs to be worked out and they will bring it back to the PS&I committee.

c) Amendment to City Council Policy and Procedures Manual to restrict the drafting of substantive changes to documents on the dais what would require the agenda item to be suspended and continued later in the same meeting.

Per CM Wheeler-Bowman this item was deferred to a later date.

Meeting adjourned at 10:25.
City of St. Petersburg  
Youth Services Committee Report  
Thursday, 20, 2017  
10:30 a.m.  

Room 100  

Members and Alternates:  
Council Members Lisa Wheeler-Bowman (Chair), Amy Foster (Vice Chair), Charlie Gerdes, and Steve Kornell; Alternate – Karl Nurse  

Support Staff:  
Mike Jefferis, Parks and Recreation Director  

A. Call to Order and Roll Call – Council Member Lisa Wheeler-Bowman, Committee Chair  
The meeting was called to order by Chair Wheeler-Bowman. Council Members in attendance were Amy Foster, Charlie Gerdes, and Karl Nurse.  

B. Approval of minutes for Youth Services Committee – December 8, 2016, January 12, 2017, and March 16, 2017  
The minutes for the meetings of December 8, 2016, January 12, 2017, and March 16, 2017 were approved as submitted.  

C. Agenda Items  

1. Dr. Zach Spoehr-Labutta and Dr. David Berman from Johns Hopkins All Children’s Hospital gave a very informative presentation to the Youth Services Committee regarding adverse childhood experiences, toxic stress, and paths to resilience.  

Adverse childhood experiences were defined as stressful or traumatic events, such as abuse, neglect, and various other familial burdens, that create toxic stress, a physiological response to strong, frequent, and prolonged adversity, which ultimately leads to adverse health outcomes.  

A relatively new intervention method has been developed and is being implemented to promote resilience to such situations. Ms. Kendra’s List, as it is known, is a school-based intervention program that enables trained individuals to go into schools and become a fictitious Ms. Kendra, a stable, constant, supportive adult figure capable of mitigating toxic stress in a child’s life. This program has reduced suspensions, office referrals, absenteeism, and fights.  

Committee members thanked the physicians for their presentation and have moved to implement this program into St. Petersburg’s transformation zone schools and recreation centers with Johns Hopkins All Children’s Hospital as the program facilitator.  

D. Next Meeting Date – Thursday, September 21, 2017  

E. Adjournment – Meeting was adjourned at 11:32 a.m.
REPORT

City of St. Petersburg
Committee of the Whole
Meeting of July 20, 2017 @ 1:00 p.m.
City Hall - Room 100

Present: Chair Darden Rice, Vice Chair Lisa Wheeler-Bowman, Council members Jim Kennedy, Karl Nurse, Ed Montanari, Charlie Gerdes, City Attorney Jackie Kovilaritch, Assistant City Attorney Brett Pettigrew, City Administrator Gary Cornwell, Ed Armstrong, attorney for FelCor Lodging Trust owners of Vinoy, Kyle Parks B2 Communications, Steve Nadal, Director, St. Petersburg Baseball Commission, Human Resources Director, Chris Guella

Absent: Council member Steve Kornell

A. Call to Order – Council Chair Darden Rice

B. Discussion Items

1. Vinoy Referendum/Proposed Ordinance

Assistant City Attorney Brett Pettigrew gave a brief overview of the Vinoy property and the restrictive covenants. Questions were asked as to the height of the structure, accessory use, restrictive covenants, demand for additional parking, sidewalk, and employee parking. Mr. Armstrong stated the partial release of the restrictive covenants would allow the construction of a one story parking garage with elevated tennis courts. The demand for additional parking is necessary for employees and larger events held at the Vinoy. This would help reduce and limit parking throughout the neighborhood.

A motion was made by CM Gerdes, seconded by CM Nurse for approval of the proposed ordinance with the addition of a sidewalk along the south side of 7th Avenue NE, which would encompass the entire north side of the
Vinoy property, and screening of the parking garage. Motion passed unanimously

2. **Walter Fuller Referendum/Proposed Ordinance**

   Assistant City Attorney Brett Pettigrew gave brief comments on the proposed ordinance which incorporated comments made at the BFT meeting where the ordinance was initially discussed. Section 3 of the proposed ordinance contains the terms of the agreement that would be approved by the referendum have been modified slightly but there remains questions that need to be resolved. There was a discussion on Section 3 (d) (e) (f) and (g) of the proposed ordinance. As to Section 3 (d) and (e) no changes made; (f) add “no new fields, no field lights, no additional buildings in excess of 200 square feet, no limit on the number of additional buildings. This restriction does not include batting cages or improvements to dugouts (g) commit to fund a minimum of $300,000 over the life of the Use Agreement for upgrade and improvements to the Facility.”

   A motion was made by CM Gerdes with a second by CM Kennedy for approval of the proposed ordinance with the additions discussed. Motion passed unanimously.

3. **Proposed Charter Amendment - Section 4.05**

   City Attorney Jackie Kovilartich spoke to the revisions to the proposed Charter amendment which would allow City Council members the ability to express an opinion concerning the appointment of any chief or administrator or higher management level employee or the creation of any new position classified as management or professional non-management. The amendment would also allow City Council members to express a personal opinion concerning the appointment or removal by the Mayor of any employee who works for City Council in the City Council Office.

   A motion was made by CM Kennedy with a second by CM Gerdes for approval of the proposed ordinance. Motion passes unanimously.
4. **January 2 swearing in date**

City Attorney Jackie Kovilaritch gave an explanation of what would it entail to changing the swearing in date from January 2. No action was taken.

C. **Next Meeting** – August 10, 2017 @ 9:00 a.m., City Hall - Room 100
   Bio-Solids to Energy Update and
   5 year Wastewater Improvement Plan

D. **Adjournment**
A RESOLUTION OF THE CITY COUNCIL
APPROVING THE RECOMMENDATION OF
THE BUDGET, FINANCE AND TAXATION
COMMITTEE TO REQUEST
ADMINISTRATION TO DRAFT A PLAN TO
RAISE RECLAIMED WATER RATES OVER A
PERIOD OF THREE YEARS TO FULLY
RECOVER THE COST OF THE RECLAIMED
WATER SYSTEM; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, on July 27, 2017, the Budget, Finance and Taxation Committee (“Committee”) discussed the reclaimed water rates and the need to require reclaimed water users to fund the cost of operation and maintenance of the reclaimed water system; and

WHEREAS, the Committee voted to request administration to draft a plan to raise reclaimed water rates over a period of three years to fully recover the cost of the reclaimed water system; and

WHEREAS, the City Council approves of the recommendation of the Committee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the recommendation of the Budget, Finance and Taxation Committee to request administration to draft a plan to raise reclaimed water rates over a period of three years to fully recover the cost of the reclaimed water system is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____________________________
City Attorney (designee)
00335071
City of St. Petersburg  
Public Services & Infrastructure Committee  
MEETING MINUTES OF JULY 27, 2017  
City Hall, Room 100

Present: Committee Members – Vice Chair Ed Montanari, Council Members Charlie Gerdes, Amy Foster, and Jim Kennedy (alternate)

Also Present: Council Members Karl Nurse, City Attorney Jackie Kovalitch, Assistant City Attorney Heather Judd, City Building Official Rick Dunn, Economic Development Director Dave Goodwin, Billing & Collections Director Tammy Jerome, President Bay Area Taxi Service Carol Valley

Support Staff: Judy Tenison, City Council Administrative Aide

1. Call to order - 9:45 a.m.

2. Approval of Agenda - Motion to approve by CM Kennedy, all in favor.

3. Approval of July 20, 2017 Minutes - Motion to approve by CM Gerdes, all in favor.

4. New Business
a) Vehicle for Hire Ordinance, Heather Judd

H. Judd stated that there were two main components of leveling playing the fields; one would be financially, the other would be regulatory, and a combination of both. She reviewed four draft ordinances. Option #1 essentially keeps the regulatory component as it is now, but would reduce the fees to $50 for public vehicle certificate and $50 for the public vehicle driver background check, which are open to discussion. Option #2 deletes the requirements for driver permits obtained through the Police Department, deletes numerous requirements on taxis and reduces the certificate fee. Option #3 is a parking permit proposal that contains “Public vehicle parking permits and reserved spaces” section that is based on the residential parking permit program. It is just for the spaces that are already marked as taxicab stands. Those would be converted to public vehicle stands. This pretty much deletes everything currently in place with a completely different scheme. The responsibility for this program would be moved from Tammy Jerome in Business Tax to Evan Mory in Transportation. Option #4 completely deletes Chapter 28 in its entirety. Regulations for non-motorized, animal powered, and low speed vehicles have to be kept, and those were just moved to Chapter 26. None of these four options does away with our Business Tax.

CM Montanari stated that just for review, the revenue received is $40,000 from business tax, $120,000 for certificate fees and $90,000 from driver permit fees for a total revenue of $250,000 annually. CM Kennedy asked if any input from taxi industry? Carol Vallee, President of Bay Area Taxi Service and Check Releasing, Inc. was invited to the table to offer comments. Vallee stated she pays St. Petersburg $200 per vehicle for the Certificate and $65 per vehicle for Business Tax; the drivers are charged $90 each. There was a problem with St. Petersburg Police doing the background checks so she found a private firm that does a very good background check and the drivers pay $45. She would love to see equality for the company. CM Kennedy stated he had a concern about the agreement to serve several areas of the city. Vallee responded that the taxi companies do not have an issue with that; they have always served all areas of the city. CM Kennedy stated that he did not see how the parking permit fits into the TNC business model. Judd responded that drivers could park and wait for a ping rather than driving around waiting for a ping. Vallee stated that
taxicabs are not able to use the current cab stands as there are other vehicles parked there. CM Kennedy stated he likes the parking permit idea. Judd stated that it would really have to be enforced. E. Mory requested the following language be included: “It is the intent that this ordinance will not result in a substantial increase or decrease in public vehicle stand spaces compared to the number of taxi stand spaces existing before adoption of the ordinance” as there was concern that if this became popular, there may be a clamor for more spaces. J. Kovilaritch pointed out that it is not necessary to act on that one issue now. If the committee is focused more on trying to level the playing field in other ways like tweaking the ordinance, changing the costs, that would be done now. That would not preclude coming back at a later time and considering these.

CM Gerdes asked why one option levels the playing field and one gets rid of all regulations. Judd responded that comments had been made to her suggesting that we get out of the game of regulating everyone besides TNC. That is why she provided the option of getting rid of Chapter 28. Under option #2 that deletes some of the unique requirements that we had on taxis, we will still be requiring some form of minimum background checks and we will continue to check insurance. Basically we are front-end insuring compliance. If Chapter 28 is deleted, it will be reactive if something happens on the streets. CM Gerdes asked what would be the vehicle charge under the version where we attempt to level the playing field? Judd responded that she marked it at $50 and the number is flexible. The Business Tax amount is not flexible, it is $65 per car. T. Jerome recommended it to be $100. CM Gerdes said we’d be going from $415 to $165. His preference would be the regulatory revision to level the playing field.

CM Foster’s preference is the one that levels the playing field. She questioned why we not touch the $65 business tax and what is the reluctance to do another business tax study? Judd responded that we are not allowed to change classification unless we do another step for everyone. If we did a restudy of all of our business taxes, it could significantly affect what people are paying. CM Foster asked that since the last study was done in 1994, maybe it is time to restudy? How much does a study cost? T. Jerome will bring that information back to the next committee meeting as well as how long the study may take.

CM Kennedy asked if the exclusion of the business tax by the state legislature, is something that we could challenge? J. Kovilaritch responded that for us to challenge, it would have to be an infringement on our home rule and those types of cases have not been successful. Vallee reminded the committee that the other municipalities follow the St. Petersburg ordinance and asked to have something fair until a study can be done. CM Kennedy suggested using the option (#2) that makes the playing field equal as the starting point. He would like to see the section regarding service to all areas put back in and would like to have a bullet list of what is being taken out.

CM Gerdes would like to talk about the ordinance that levels the playing field and would like to have an estimate of that a study would cost. CM Foster would like to see some hard numbers around the $100 fee and would like to move it along. J. Kovilaritch stated that they could come up with bullet points and tweak the ordinance and bring it back to PS&I on Aug. 17.

b) Plan Review and Inspection Services, Rick Dunn

CM Foster stated this issue came from the concern that consultants are being hired instead of having expertise in house because of a lack of ability to recruit these professionals. R. Dunn showed a power point that showed various data charts giving an idea of why they are here and a few ideas they have been working on to move forward. Because of the crash of 2007 there was a significant reduction in staffing that included certified folks that have not returned. Due to the lack of certified staffing available, they have been utilizing private outside services. $300,000 a year for the next three years has been requested to accomplish the next day inspections and keep plan review as fast as possible. Today they have 56 full-time positions, but only 50 people working. They need six license-required staff. They have been working with labor relations and it is
likely they will be able to make adjustment to be more competitive in the region. They hired an additional plan reviewer recently and hope to hire a couple more inspectors. With the additional staff, the goal is to not use any funds over the next three year for outside services. They have added policy improvements to include Multifamily Residential Permitting Procedures, “QLess” Digital Queue Application, Stop, Drop & Go among others. Moving forward, they are continuing to evaluate other processes to streamline permits, considerations of additional staff, considering additional permit type exemption, and reviewing technology advancement. They have created a blog to help the public. It requires time to manage, however they are taking less complaint calls because of it. CM Foster asked about wait times, and how far behind are we? Dunn responded that due to the volume, it is taking three or four weeks to get comments. There are challenges on the design times. The plan review staff is getting the smaller commercial projects out in a day. The larger projects are taking three or four weeks. CM Foster inquired about why they couldn’t hire staff to shorten the time period. Dunn responded that finding licensed staff has been a challenge. They have run out of space in the building department and have had to build office space for new hires. CM Nurse suggested hiring more support staff. R. Dunn responded that they have done that, including a few who had retired.

Meeting adjourned at 11:05.
TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Housing Services Committee: Karl Nurse, Committee Chair, Darden Rice, Committee Vice-Chair, Lisa Wheeler Bowman, Councilmember, Amy Foster, Councilmember, and Charlie Gerdes, Councilmember-Alternate

RE: Housing Services Committee Meeting of July 27, 2017

New Business:

Energy and Conservation Program for rentals oral update by Rick Dunn, Building Official

Mr. Dunn Building Official can request a technical amendment to make the code more stringent. If there is local needs for that particular code enhancements, specifically, local governments may adopt amendments to administrative provisions but they can also adopt provisions to technical provisions. Requirements cannot be discriminatory to materials, products, or techniques. The code currently has in its requirement if you make improvement to a plumbing toilet fixture it has to be low flow, if you were building a new home or implementing a Level 3 alteration, there is a requirement that insulation meet the minimum energy code which R-30 in most cases. Mr. Dunn discussed that a new code will go into effect during December 31, 2017 of this year, the Sixth Edition Florida Building Code. If any amendments in the City or County right now will all go away by law. There is some legislation that may change that, it is possible that an energy related amendment like this may be able to stay in the City’s local ordinance. A fiscal impact statement must be shown that documents the cost benefits of the amendment. The City does not have the authority to enforce the amendment on the school board.

Mr. Dove discussed that this is a continuation of the discussion regarding a possible ordinance to mandate insulation and low-flow toilets in rentals. Mr. Dove discussed that the City’s only opportunity for enforcement will happen if we gain entry to the facility for other inspection purposes. Vice-Chair Rice mentioned that this can be touted as a renter’s bill of rights.

Chair Nurse asked if staff could be ready next month for another update and a draft ordinance from legal. Mr. Dove responded that we could. Mr. Dunn discussed that a Level 3 renovation includes energy compliance, which insulation is a major component of, to include bathrooms, faucets, low flow plumbing, showers, etc. brings the project under compliance. Attorney Heather Judd from the Legal Department discussed that the main interest is for rental housing. Legal would like to have findings for legislative review (to include environmental).

Action: No action taken.

Program for non-profit developers and Assistance with NSP funding to construct units on City-owned NSP lots, update by Mike Dove, Neighborhood Affairs Administrator, and Stephanie Lampe, Sr. Housing Development Coordinator

Mr. Dove discussed strategies to make vacant lots available for non-profits to reduce the cost for construction of affordable housing. Administration is looking at three parts to a policy. Administration is looking at three prongs to the policy. The current foreclosure program is the first level and least restrictive,
the average lot cost $4,280, based upon all the sales through the last month. The second level may include the City to acquire lots and encourage non-profits to target areas that are adjacent to its NSP lots, to make them available to sell to non-profits for new construction for a fixed price. The third level would consist of making NSP lots available to non-profit developers. This is the most restrictive option due to Federal restrictions.

Mr. Dove would like to go back to the coalition of non-profits to get them to bid on City lots. The other option is for the City to acquire lots and bid up to its judgement amount and sell to non-profits at a specific price. The idea is to provide affordable housing and have an option to assist non-profits with the ability to obtain loans. Ms. Lampe discussed that the City does not recover all funding allocated in the construction of an affordable home, and that the goal is to stabilize the neighborhood. She further discussed that staff will have to come back for a policy change to implement the new programs.

Councilmember Forster commented that the City should look at establishing criteria for vetting non-profits, as some of them may not be able to be compliant. Mr. Dove responded that we will use our NSP criteria, which is most stringent to insure that the developers who have the experience and are able to meet our criteria are selected to participate.

Mr. Dove discussed that Administration will bring two resolutions to Council on August 24th for approval.

**Action:** Staff will present two resolutions to Full City Council to approve the policies on August 24th.

**Update of the Federal Allocations for the HOME, CDBG, ESG programs, and the State Housing Initiatives Partnership (SHIP) program and adjustments made in funding requests, Joshua Johnson, Director, Housing and community Development**

Mr. Johnson began by discussing that the U.S. Department of Housing and Urban Development requested that grantees estimate funding it expected to receive for its FY 2017-2018 Annual Action Plan, and to revise the numbers up or down based upon the actual funding to be received. He discussed that the City was scheduled to receive $31,340 more in CDBG, $18,554 more in HOME, ESG funding would be reduced $1,292 from FY 2016 funding levels, and SHIP funding was reduced by almost $400,000.

Ms. Gilbert discussed how the minor increase of funding was recommended to be allocated among the subrecipients limited by the 15% of funding that can be allocated public services and the remainder to capital projects and for administration.

Councilmember Foster commented that the Police Athletic League indicated that they would need to create another program, and that staff would have to intensely monitor projects to insure that money is being spent according to the agreement.

Chair Nurse make a comment that we have not yet figured out what will get developers to build affordable multi-family affordable housing in the South St. Petersburg Community Redevelopment Area. Ms. Gilbert discussed that the item today is for informational purposes, and that the Annual Plan and Budget will be presented to City Council on August 3, 2017 for a public hearing.

Mr. Johnson provided an update on the FY 2018 Federal Budget and that the House and Senate subcommittees met on July 17th and 25th and recommended to fund CDBG and HOME at FY 2017 levels.

**Action:** No action taken.

**Next meeting:** The next meeting is scheduled to be held on August 24, 2017 beginning at 10:30 a.m.
Topics:

Topics to be determined at a later date.

Committee Members
Karl Nurse, Chair
Darden Rice, Vice-Chair
Lisa Wheeler-Bowman, Councilmember
Amy Foster, Councilmember
Charlie Gerdes, Councilmember-Alternate
City of St. Petersburg

City Council
Co-Sponsored Events Committee
Thursday, July 27, 2017, 2:30PM
City Hall Room 100

Committee Members
Lisa Wheeler-Bowman
Charlie Gerdes
Jim Kennedy
Ed Montanari
Steve Kornell (Alternate)

Meeting Report

The meeting was called to order by Charlie Gerdes, Chair of the committee. The following members were present: Councilmember Gerdes, Councilmember Wheeler-Bowman, Councilmember Montanari, Councilmember Kennedy. City staff members present were: Lynn Gordon, Parks & Recreation; Denis Burns, Parks & Recreation; Jasna Partridge, Parks & Recreation; Joe Zeoli, City Development Administration; Rick Badgley, City Attorney’s Office; Bradley Tennant, City Attorney’s Office.

The committee considered for approval of one (1) event for FY 17 and a late fee waiver request for that event. City staff provided the committee with information on the event which was previously approved as a park permit. The committee was informed that some additional activities for the event, now necessitate that the event be co-sponsored. The organizer was unaware of the late fee requirement but staff communicated that we are not aware of any problems with previous events under a park permit. The committee unanimously approved the event and the waiver of the late fee.

The committee next considered for approval eighteen (18) events for FY 18, a liquor request for one (1) event, and waiver of the non-profit requirement for three (3) events. Staff provided the group with background on four (4) of the events which are new events. All events were approved to include the waiver of the non-profit requirement. The request for the sale of liquor for one event was approved – the event was previously approved by the committee and City Council.

Joe Zeoli presented the committee with information on Et Cultura, a multi-day arts event which is tentatively set for November 18. The event organizers have met with staff from the Mayor’s office and there has been a commitment of $25,000 in cash plus in kind services. He expects that the agreement for the cash allocation will be presented to City Council in September. If the event
organizers opt to have a portion of the event in a city park, this committee will be presented with
a co-sponsored event application for consideration at the October 26 Co-Sponsored Events
Committee meeting. Mr. Zeoli will continue working with the group to make sure that the event
does not interfere with the other co-sponsored events taking place on the same weekend.

Mr. Zeoli also presented the committee with information on a Sunshine Skyway Bridge 10K that
is being proposed by the Armed Services Family Foundation. The event would not need to be co-
sponsored based on the information that is currently available as the event would not be on city
parkland. The organizers plan to use Tropicana Field for parking, but the race start and finish
would be at the rest areas at the Sunshine Skyway Bridge. Mr. Zeoli will keep the committee
informed as needed.

The meeting was then adjourned.

Respectfully submitted,

Lynn Gordon
Parks & Recreation Manager & Co-Sponsored Events Committee Liaison
Resolution No. 2017-_______

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING 97X BBQ (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 97X BBQ has been approved as a co-sponsored event; and

WHEREAS, the promoter of this event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions of the serving of alcoholic beverages set forth in City Code Section 21-38(d) on the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event; and

WHEREAS, 97X BBQ will take place May 26, 2018 between the hours of 12:00 p.m. and 10:00 p.m. in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that 97X BBQ (Vino Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at the venue during the time and date of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____________________________ Administration: _____________________________

Legal: 00334172.doc v1
Resolution No. 2017-______

A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FISCAL YEAR 2018; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY FESTIVALS OF SPEED, L.L.C., LIVE NATION WORLDWIDE, INC., AND COX RADIO, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their public events in name only for Fiscal Year 2018; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these requests in accordance with City Council Resolution No. 2000-562, as amended, and has made recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a) 8 requires:

The applicant agency [requesting co-sponsorship] must have been a non-profit or not for profit corporation, exempt from federal income tax (26 U.S.C. Sec. 501(c)(3) or similar federal tax provision) for a period of 1 year prior to the date of application and must provide a letter of endorsement for the event from the corporation’s board of directors. Proof of corporate existence and tax status are required at the time of making application.

;and

WHEREAS, City Council Resolution No. 2006-119 exempts governmental entities from the non-profit requirements of Resolution No. 2000-562(a) 8; and

WHEREAS, Festival of Speed, L.L.C., Live Nation Worldwide, Inc., and Cox Radio, Inc. (collectively, “For Profit Entities”), do not meet the non-profit requirement of Resolution No. 2000-562(a) 8; and

WHEREAS, in order for the City to enter into co-sponsorship agreements with the For Profit Entities, the non-profit requirements of Resolution No. 2000-562(a) 8 must be waived by City Council; and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the events set forth below that have been proposed by the various entities and recognize them as events that will benefit the community and recommend approval of the events for co-sponsorship and that a waiver be granted to the For Profit Entities.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for Fiscal Year 2018, provided that the For Profit Entities shall provide evidence to the City of partnering with a non-profit organization 45 days prior to the first day of the event:

Fiscal Year 2018 Events

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit</th>
<th>Profit Organization</th>
<th>Event Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Girls on the Run 5K (Dec.)</td>
<td>GIRLS ON THE RUN GREATER TAMPA BAY, INC.</td>
<td></td>
<td>12/9/2017</td>
</tr>
<tr>
<td>Girls on the Run 5K (May)</td>
<td>GIRLS ON THE RUN GREATER TAMPA BAY, INC.</td>
<td></td>
<td>5/5/2018</td>
</tr>
<tr>
<td>Life Without Lupus Walk</td>
<td>LUPUS FOUNDATION OF FLORIDA, INC.</td>
<td></td>
<td>11/4/2017</td>
</tr>
<tr>
<td>Veterans Day Parade</td>
<td>VETERANS VILLAGE USA, INC.</td>
<td></td>
<td>11/11/2017</td>
</tr>
<tr>
<td>Annual Corvettes at the Pier Corvette Show</td>
<td>SUNCOAST CORVETTE ASSOCIATION, INC.</td>
<td></td>
<td>5/26/2018</td>
</tr>
<tr>
<td>American Stage in the Park</td>
<td>THE AMERICAN STAGE COMPANY, INC.</td>
<td></td>
<td>4/18/2018 - 5/3/2018</td>
</tr>
<tr>
<td>Walk For Life 2018</td>
<td>NEW LIFE SOLUTIONS, INC.</td>
<td></td>
<td>5/12/2018</td>
</tr>
<tr>
<td>Festivals of Speed</td>
<td>CHILDREN’S DREAM FUND, INC.</td>
<td>FESTIVALS OF SPEED, L.L.C.</td>
<td>3/25/2018</td>
</tr>
<tr>
<td>Holiday Under The Stars</td>
<td>MY HOPE CHEST CORPORATION</td>
<td>LIVE NATIONS WORLDWIDE, INC.</td>
<td>12/3/2017</td>
</tr>
<tr>
<td>97X BBQ</td>
<td>PARC, INC.</td>
<td>COX RADIO, INC.</td>
<td>5/26/2018 - 5/27/2018</td>
</tr>
<tr>
<td>Mainsail Art Festival</td>
<td>MAINSAIL ART FESTIVAL, INC.</td>
<td></td>
<td>4/21/2018 - 4/22/2018</td>
</tr>
<tr>
<td>St. Pete Earth Day</td>
<td>CHART 411, INC.</td>
<td></td>
<td>4/21/2018</td>
</tr>
<tr>
<td>WUSF Public Media The Longest Table</td>
<td>UNIVERSITY OF SOUTH FLORIDA, INC.</td>
<td></td>
<td>4/12/2018</td>
</tr>
<tr>
<td>Heroes Memorial 5K</td>
<td>HEROES OF THE ST. PETE POLICE, INC.</td>
<td></td>
<td>3/23/2018</td>
</tr>
<tr>
<td>Pinellas Festival of Community Bands</td>
<td>DUNEDIN MUSIC SOCIETY, INC.</td>
<td></td>
<td>3/31/2018</td>
</tr>
<tr>
<td>Eckerd College Beach Volleyball Tournament</td>
<td>ECKERD COLLEGE, INC.</td>
<td></td>
<td>3/2/18 &amp; 3/3/18</td>
</tr>
<tr>
<td>Southwest Florida Tour de Cure</td>
<td>AMERICAN DIABETES ASSOCIATION, INC</td>
<td></td>
<td>04/07/2018 - 04/08/2018</td>
</tr>
</tbody>
</table>
and

BE IT FURTHER RESOLVED that the non-profit requirement of Resolution No. 2000-562(a)8 is waived for the Co-sponsored Events to be presented in Fiscal Year 2018 by Festival of Speed, L.L.C., Live Nation Worldwide, Inc., and Cox Radio, Inc.; and

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

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: ________________________  Administration: ________________________

Legal: 00334143.doc v1
Resolution No. 2017-_______

A RESOLUTION APPROVING AN EVENT FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2017; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(a)8 FOR THE CO-SPONSORED EVENT TO BE PRESENTED BY GOOD WITH ME, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Good With Me, Inc. has requested that the City co-sponsor their public event in name only for FY17; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed the request in accordance with City Council Resolution No. 2000-562, as amended, and has made a recommendation to City Council to approve the event in name only; and

WHEREAS, City Council Resolution No. 2000-562(a) 8 requires:

The applicant agency [requesting co-sponsorship] must have been a non-profit or not for profit corporation, exempt from federal income tax (26 U.S.C. Sec. 501(c)(3) or similar federal tax provision) for a period of 1 year prior to the date of application and must provide a letter of endorsement for the event from the corporation’s board of directors. Proof of corporate existence and tax status are required at the time of making application.

;and

WHEREAS, City Council Resolution No. 2006-119 exempts governmental entities from the non-profit requirements of Resolution No. 2000-562(a) 8; and

WHEREAS, Good With Me, Inc. (collectively, “For Profit Entities”), does not meet the non-profit requirement of Resolution No. 2000-562(a) 8; and

WHEREAS, in order for the City to enter into a co-sponsorship agreement with the For Profit Entity, the non-profit requirements of Resolution No. 2000-562 (a) 8 must be waived by City Council; and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the event set forth below that has been proposed by Good With Me, Inc. and recognize it as an event that will benefit the community and recommend approval of the event for co-sponsorship and that a waiver be granted to the For Profit Entity.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following event for co-sponsorship by the City in name only is approved for Fiscal Year 2017, provided that the For Profit Entity shall provide evidence to the City of partnering with a non-profit organization 45 days prior to the first day of the event:
FY17 Event

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit</th>
<th>Profit Organization</th>
<th>Event Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Good With Me Day Festival</td>
<td>TBA</td>
<td>GOOD WITH ME, INC.</td>
<td>9/16/2017</td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED that the non-profit requirement of Resolution No. 2000-562(a) 8 is waived for the Co-sponsored Event to be presented in FY 2017 by Good With Me, Inc.

and

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

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: __________________________ Administration: __________________________

Legal: 00334135.doc v1
A RESOLUTION WAIVING THE SIX MONTH REQUIREMENT OF SECTION “D” OF RESOLUTION NO. 2000-562, AND PAYMENT OF THE WAIVER FEE REQUIRED BY CITY COUNCIL RESOLUTION NO. 2009-353 AS TO GOOD WITH ME, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section “D” of City Council Resolution No. 2000-562, as amended, (“Section D”) requires that all requests for co-sponsorship must be made no fewer than six (6) months prior to the first date of the event; and

WHEREAS, City Council Resolution No. 2009-353 amended Section D to establish a $1,200 waiver fee for applicants seeking a waiver of the six (6) month requirement of Section D; and

WHEREAS, the application of Good With Me, Inc. did not meet the six (6) month requirement of Section D; and

WHEREAS, in order for City to enter into a contract with Good With Me, Inc. the six (6) month requirement of Section D must be waived by the City Council; and

WHEREAS, Good With Me, Inc., has requested that City Council waive the payment of the $1,200 waiver fee for the following reason:

The organizer was unaware of the six month deadline to apply for co-sponsorship.

WHEREAS, the Co-Sponsored Events Committee has reviewed Good With Me, Inc., application and has no opposition to the waiver of payment of the waiver fee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the six month requirement of Section “D” of Resolution No. 2000-562, and payment of the waiver fee required by City Council Resolution No. 2009-353 as to Good With Me, Inc., is waived; and the Mayor or his designee is authorized to execute all documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: ___________________________ Administration: ___________________________

Legal: 00334185.doc v1
REQUEST
Review of the proposed mixed-use project consisting of a 278,874 square feet, 24-story mixed-use building with 203 dwelling units and 13,887 square feet of commercial space, located at 334 2nd Avenue South for consistency with the Intown Redevelopment Plan.

APPLICANT INFORMATION

Applicant
334 Second Avenue South Investors, LLC
125 5th Street South
St. Petersburg, FL 33701

Property Owner
334 Second Avenue South Investors, LLC
125 5th Street South
St. Petersburg, FL 33701

Architect/Engineer
Stantec Architecture, Inc.
2 Biscayne Boulevard, Suite 1670
Miami, FL 33131

OVERVIEW OF PROJECT
The subject property is located at the southwest corner of 2nd Avenue South and 3rd Street South. The project, valued at $47-million, consists of 278,874 square feet 24-story mixed-use building with 203 dwelling units and 13,887 square feet of commercial space.

The existing property is developed with three buildings totaling 13,547 square feet and a surface parking lot. The applicant proposes to demolish the existing buildings and all other improvements to construct the proposed project.

The lower portion of the proposed building will occupy the majority of the property. The tower portion of the building will be located along the eastern half of the property. The proposed 24-story building, will include 203 dwelling units. The ground floor will consist of a lobby, retail space, back of house facilities and entrance into the garage. The second through eighth floor will be apartments and parking. The ninth floor of the building will have apartments and pool deck. Floors 10 through 23 will be apartments. Floor 24 will be a roof top amenity deck.

Vehicular access will be from 4th Street South. Pedestrian access to the apartments will be from 2nd Avenue South. The retail tenant spaces will be accessed from 3rd Street South and 2nd Avenue South. The loading and dumpster area will be accessed from the service road that is located along the south side of the building.
The proposed architectural style of the building will be modern. The building will have an ample amount of glazing, recesses and projections in the façade. The building will have balconies and a decorative crown. The retail space and lobby area at the base of the building has been designed with a transparent storefront system creating a pedestrian friendly environment. The parking garage above the base of the building have been enhanced by incorporating aluminum tubes and other building materials to enhance an otherwise utilitarian structure.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN

The Intown Redevelopment Plan (IRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis

The Project is located within the "Residential" area of Intown, which is one of the four focus areas of the IRP, the others being the Core, Webb’s City, and the Stadium Complex.

The zoning for the site is DC-1, which does allow the proposed development with a floor area ratio above 7.0. The Project, with a proposed FAR of 7.0, is therefore consistent with the Intown Redevelopment Plan.

Design Criteria

Design criteria in the IRP that pertain to this project include:

- architectural, aesthetic and functional integration of buildings within a project;
- provision of architectural variety to the area and uses that generate street level activities;
- sensitivity of building mass and scale to adjacent existing development and residential areas; and
- inclusion of streetscaping features to enhance the pedestrian environment.

The Project is well-designed and is articulated on all sides of the building. The Project is urban in scale with pedestrian oriented street level features including ground-floor retail.

SUMMARY AND RECOMMENDATION

Administration recommends approval of the attached resolution finding the proposed mixed-use project consisting of a 278,874 square feet, 24-story mixed-use building with 203 dwelling units and 13,887 square feet of commercial space consistent with the Intown Redevelopment Plan as reflected in report IRP 17-2a based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant complies with any conditions of approval required by Development Review Services staff.
CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE 278,874 SQUARE FOOT, 24-STORY MIXED-USE BUILDING WITH 203 DWELLING UNITS AND 13,887 SQUARE FEET OF COMMERCIAL SPACE, LOCATED AT 334 2ND AVENUE SOUTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 17-2A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 278,874 square foot, 24-story mixed-use building with 203 dwelling units and 13,887 square feet of commercial space described and reviewed in CRA Review Report No. IRP 17-2a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the 278,874 square foot, 24-story mixed-use building with 203 dwelling units and 13,887 square feet of commercial space consistent with the Intown Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant complies with any conditions of approval required by Development Review Services staff.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

City Attorney (designee)  
Dave Goodwin, Director  
Planning & Economic Development Department
## EXHIBIT A
### Site Data

| Location                     | 334 2nd Avenue South
|                             | 19/31/17/74466/054/0010, 19/31/17/74466/054/0030, 19/31/17/74466/054/0070, 19/31/17/74466/054/0060 |
| Redevelopment Area          | Intown Redevelopment Area |
| Zoning District             | DC-1                      |
| Existing Land Use           | Commercial                |
| Proposed Uses               | 24-story, 203 dwelling units and 13,887 square feet of commercial space |
| Site Area                   | 38,500 sq. ft. or 0.88 acres |
| Proposed FAR                | 7.0 FAR                   |
| Existing FAR                | 0.32 FAR                  |
| Permitted FAR               | 7.0 FAR bonus             |
| Number of Residential Units | 203                       |
| Existing Parking            | 5 spaces                  |
| Proposed Parking            | 316 spaces                |
RESIDENCES AT 334 AND AVENUE SOUTH

LEVEL 18-23 FLOOR PLAN

TYPICAL FLOOR PLANS

PROJECT # 219420480
REQUEST

Community Redevelopment Agency recommendation that the St. Petersburg City Council approve a $1 million appropriation from the Intown West Tax Increment Fund to complete improvement projects in The EDGE District.

BACKGROUND

The Intown West Community Redevelopment Plan lists Public Improvement Projects in Table 1, which includes Plaza Parkway/Transportation Infrastructure Improvements. This streetscape improvement program is an extension of the Intown Redevelopment Plan Plaza Parkway project, and therefore, is an important link to Downtown. The streetscape design for the District deviates from the traditional Plaza Parkway program implemented within the Intown area. The streets in the program include Central Avenue, 1st Avenues North and South, Dr. Martin Luther King Jr. and 16th Streets.

City Council unanimously approved The EDGE District Improvement Plan on February 2, 2017. The EDGE District Improvement Plan provides the City, the EDGE District Business Association, residents, and business owners with recommendations aimed at further enhancing the economics, livability and overall aesthetics of the EDGE District.

Additional funding will restore and provide an enhancement to the existing streetscape within the EDGE District which are priorities in the Edge Plan. The current streetscape along Central Avenue was constructed in 1998 and follows the Dome District/16th Street South Business Plan.

The Intown West Tax Increment District Fund is the primary funding source for Plan projects, and has a balance of $4.9 million. The appropriation will fund gateway markers on Central Avenue and other key entry points within the District. Streetscape improvements will include trash cans, benches, planters, plant materials and the elimination of sidewalk obstructions, and may include transit amenities, curb bulb-outs, imprint crosswalks, signage, and other enhancements.

RECOMMENDATION

That the St. Petersburg Community Redevelopment Agency APPROVE the attached resolution based on consistency with the Intown West Community Redevelopment Plan, recommending that City Council approve a $1 million appropriation from the Intown West Tax Increment Fund to complete improvement projects in The EDGE District

Attachment: Resolution
CRA RESOLUTION 17-____

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE ST. PETERSBURG CITY COUNCIL APPROVE A $1 MILLION APPROPRIATION FROM THE INTOWN WEST TAX INCREMENT DISTRICT FUND (1107) TO TRANSFER TO THE GENERAL CAPITAL IMPROVEMENT FUND FOR PLAZA PARKWAY/TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1990, the St. Petersburg City Council first approved the Intown West Community Redevelopment Plan and then later amendments thereto by ordinance and in conformance with the requirements of Chapter 163, Part III of the Florida Statutes; and

WHEREAS, Plaza Parkway/Transportation Infrastructure Improvement projects are included within the approved Intown West Community Redevelopment Plan; and

WHEREAS, the Intown West Tax Increment District Fund (1107) has a balance of $4.9 million; and

WHEREAS, a supplemental appropriation in the total amount of $1 million from the Intown West Tax Increment District Fund (1107) is needed to complete projects in the EDGE District.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg Community Redevelopment Agency recommends that the St. Petersburg City Council approve a $1 million appropriation from the Intown West Tax Increment District Fund (1107) to transfer to the General Capital Improvement Fund (3001) for Plaza Parkway/Transportation Infrastructure Improvements.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
City Attorney (designee)  

[Signature]
Administration  

[Signature]
Budget
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Trias Construction LLC for the Frank Pierce Center Renovations Project, in an amount not to exceed $427,300.00; rescinding unencumbered appropriations in the amount of $46,000 from the Recreation Center Improvements FY16 Project (15095) and $39,000 from the Recreation Center Improvements FY17 Project (15614) both in the Recreation and Culture Capital Improvement Fund (3029); approving a supplemental appropriation in the amount of $85,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from these rescissions to the Frank Pierce Center Reno/Imps. Project (Engineering Project No. 16201-017; Oracle Project No. 15094); and providing an effective date.

Explanation: The Procurement Department received four (4) bids for the Frank Pierce Center Renovations Project. The bids were opened on June 29, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trias Construction, LLC (Lutz, FL)</td>
<td>$427,300</td>
</tr>
<tr>
<td>New Vista Builders Group, LLC (Tampa, FL)</td>
<td>$453,500</td>
</tr>
<tr>
<td>R. Krueger Construction, Inc. (Oldsmar, FL)</td>
<td>$451,000</td>
</tr>
<tr>
<td>Eveland Brothers, Inc. (Clearwater, FL)</td>
<td>$528,900</td>
</tr>
</tbody>
</table>

The contractor will furnish all labor, material, tools, equipment and services necessary to update lobby area finishes: remove floor ramps and slopes that do not meet current accessibility codes; open the administration area to the lobby by removing a glass wall partition; install new ceilings in the main activity room, install lighting and replace the existing air conditioner; renovate the service kitchen with a new layout and equipment in compliance with health codes; replace plumbing fixtures in adjacent restrooms with new and more efficient fixtures; add an exterior vending machine area; and repaint the gym interior.

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

Trias Construction, LLC

Trias Construction LLC, the lowest responsible and responsive bidder has met the specifications, terms and conditions of Bid No. 6530, dated May 25, 2017. The contract will be issued in the amount of $427,300, including an added alternate of $29,333 to paint the gym interior. They have satisfactorily performed similar work for the City in the past. The managing member of Trias Construction LLC is Joseph Trias.

The contractor will begin work approximately ten (10) calendar days from written Notice to Proceed. Work completion is scheduled within one hundred and twenty (120) calendar days thereafter.

Cost/Funding/Assessment/Information: Funds will be available after a rescission in the amount of $46,000 from the Recreation Center Improvements FY16 Project (15095) and $39,000 from the Recreation Center Improvements FY17 Project (15614) both in the Recreation and Culture Capital Improvement Fund (3029); and a supplemental appropriation in the amount of $85,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from these rescissions, to the Frank Pierce Center Reno/Imps. Project (Engineering Project No. 16201-017; Oracle Project No. 15094).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]

Administrative
Budget
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO TRIAS CONSTRUCTION LLC FOR THE FRANK PIERCE CENTER RENOVATIONS PROJECT, AT A TOTAL COST NOT TO EXCEED $427,300; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) IN THE AMOUNT OF $46,000 FROM THE RECREATION CENTER IMPROVEMENTS FY16 PROJECT (15095) AND $39,000 FROM THE RECREATION CENTER IMPROVEMENTS FY17 PROJECT (15614); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $85,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), RESULTING FROM THESE RESCISSIONS TO THE FRANK PIERCE CENTER RENO/IMPS. PROJECT (ENGINEERING PROJECT NO. 16201-017, ORACLE NO. 15094); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to renovate the Frank Pierce Center Renovations Project which will update the center to meet current accessibility codes; update the administration area; install new ceilings and lighting; replace the existing air conditioner; renovate the service kitchen in compliance with health codes; replace plumbing fixtures in restrooms; add an exterior vending machine area and repaint the gym interior.

WHEREAS, Trias Construction LLC has met the specifications, terms and conditions of Bid No. 6530 dated May 25, 2017; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Department recommends approval of this award; and

WHEREAS, $342,300 was originally allocated for the project; and

WHEREAS, interior painting was added to the scope of work, resulting in coordination and cost savings at an additional cost of $85,000 for a total project cost of $427,000; and

WHEREAS, the additional $85,000 over the original allocation will be obtained by two rescissions in the amount of $46,000 and $39,000, respectively.

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 Trias Construction
LLC for the Frank Pierce Center Renovations Project, at a total cost not to exceed $427,300 is hereby approved.

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

BE IT FURTHER RESOLVED that the unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) for the following projects are hereby rescinded ("Rescissions"):  

Recreation Center Improvements FY16 Project (15095) $46,000  
Recreation Center Improvements FY17 Project (15614) $39,000  

; and  

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund resulting from the Rescissions for FY17:  

Recreation and Culture Capital Improvement Fund (3029)  
Frank Pierce Center Reno/Imps. Project (15094) $85,000  

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)

[Signature]
Budget Director
00332885
# BID TABULATION

**Bid No.:** 6530  
**Project No.:** 16201-01  
**Bid Date:** June 29, 2017

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Tries Construction, LLC</th>
<th>New Vista Builders Group, LLC</th>
<th>R. Krueger Construction, Inc.</th>
<th>Eveland Brothers, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>BASE BID</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>All Construction Work for Frank Pierce Center Renovation</td>
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<td>LS</td>
<td>$384,367.00</td>
<td>$426,500.00</td>
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<td>Allowance for Permit Costs</td>
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<td>$3,000.00</td>
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<td>3</td>
<td>Allowance for Unforeseen Conditions</td>
<td>1</td>
<td>LS</td>
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<td><strong>Subtotal: BASE BID</strong></td>
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<td></td>
<td>$397,367.00</td>
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<td></td>
<td><strong>Add Alternate No. 1</strong></td>
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<tr>
<td>4</td>
<td>All Construction Work to Repaint Interior of Gym Including Duct Work for</td>
<td>1</td>
<td>LS</td>
<td>$29,933.00</td>
<td>$29,933.00</td>
<td>$40,000.00</td>
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<tr>
<td></td>
<td>Frank Pierce Center Renovation &amp; to Remove &amp; Install New Vinyl Base</td>
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<tr>
<td></td>
<td><strong>Subtotal: Add Alternate</strong></td>
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<td>$29,933.00</td>
<td>$40,000.00</td>
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<td><strong>BID TABULATION SUMMARY</strong></td>
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<td><strong>Subtotal: Add Alternate</strong></td>
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<td></td>
<td>$29,933.00</td>
<td>$40,000.00</td>
<td>$28,500.00</td>
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<td></td>
<td>$427,300.00</td>
<td>$479,500.00</td>
<td>$479,500.00</td>
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</table>

*Award Pending*

This tabulation is a compilation of bid prices and a mathematical check of bid totals. The tabulation does not imply that the bid is in conformance with the City's requirements for a responsive bid.
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of August 3, 2017

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

Subject: Accepting a proposal from Greenfields Outdoor Fitness, Inc., a sole source supplier, for outdoor exercise equipment for the Parks and Recreation Department at a total cost of $298,325.

Explanation: The City received a proposal for outdoor exercise equipment.

The contractor will furnish and install equipment for five City parks: Jorgenson Lake Park, North Shore Park, Kiwanis Park, Bartlett Park, and Crisp Park. This equipment will be installed over the course of one year and shall provide an accessible, supportive, and social personal fitness environment in the parks. Each location will include upper and lower body surface mount equipment, as well as a wheelchair accessible chest press and lateral pull down equipment.

Greenfields Outdoor Fitness equipment has proven to be a durable, safe and popular amenity that effectively withstands the elements and requires virtually no maintenance. In addition, the equipment carries a 10-year warranty. Because compatibility with current installations at Azalea Park, Campbell Park, and Gladden Park is of paramount concern, a sole source procurement is recommended.

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

Greenfields Outdoor Fitness, Inc................................. $298,325

This purchase is made in accordance with Section 2-249(a), Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Weeki Wachee Capital Improvement Fund (3041), Parks & Recreation Exercise Zones Project (15530).

Attachments: Sole Source Resolution

Approvals:

[Signatures of Administrative and Budget representatives]

By:
**City of St. Petersburg**  
**Sole Source Request**  
**Procurement & Supply Management**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Parks &amp; Recreation</th>
<th>Requisition No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td>Sole Source</td>
<td>Proprietary Specifications</td>
</tr>
</tbody>
</table>

**Proposed Vendor:**  
Greenfields Outdoor Fitness Equipment

**Estimated Total Cost:**  
$61,000.00 per site

**Description of Items (or Services) to be purchased:**

Eight station powder coated fitness equipment and announcement board, for the department’s additional outdoor exercise zones.

**Purpose of Function of items:**

Provide cost effective tool promoting wellness and help in the fight against obesity. Greenfields’ equipment is multigenerational and suited for individual needs and abilities.

**Justification for Sole Source of Proprietary specification:**

Parks and Recreation has installed this equipment in several parks. The equipment has held up extremely well. The equipment is galvanized as well as powder coated. Our department has had problems with the exercise equipment at Lake Vista which is not galvanized under the powder coating. We will incorporate two to four wheelchair accessible stations per site with unique functions which are patented. The "sealed steel bearings" versus bushings are unique to this product. The 5 year warranty for these parts is longer for this reason. The warranty is also not prorated.

There is a 10-year warranty on steel posts, welds, bars, and metal accessories, a 5 year warranty on bearings and steel pins, a 3-year warranty on hydraulic pistons and a 2-year warranty on seats, footrests, and rubber parts.

Greenfields system can be customized for each project, yet all the exercise zones look similar across the city. The outdoor exercise equipment is standard at the four (4) current locations and is maintained by the Parks & Recreation Facilities Systems staff. The use of similar pieces will allow Parks and Recreation to streamline maintenance with similar parts, adjustments and equipment as needed in future years.

---

**Department Director**  
Date: 7/3/17

**Administrator/Chief**  
Date: 7/3/17

**Louis Moore, Director**  
Procurement & Supply Management  
Date: 7/19/17

Rev (1/11), (8/15)
RESOLUTION NO. 2017-____

A RESOLUTION DECLARING GREENFIELDS OUTDOOR FITNESS, INC. TO BE A SOLE SOURCE SUPPLIER OF OUTDOOR EXERCISE EQUIPMENT FOR THE PARKS AND RECREATION DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE WITH GREENFIELDS OUTDOOR FITNESS, INC. FOR OUTDOOR EXERCISE EQUIPMENT FOR THE PARKS AND RECREATION DEPARTMENT AT A TOTAL COST NOT TO EXCEED $298,325; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase outdoor exercise equipment for five City parks: Jorgenson Lake Park, North Shore Park, Kiwanis Park, Bartlett Park, and Crips Park; and

WHEREAS, Greenfields Outdoor Fitness, Inc. ("Greenfields") is the sole source provider because it is durable, safe, withstands the extreme elements and requires virtually no maintenance and is compatible with current outdoor exercise equipment at three other park locations; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation Department recommends approval of the award to Greenfields as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Greenfields Outdoor Fitness, Inc. is a sole source supplier for outdoor exercise equipment for the Parks and Recreation Department.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase with Greenfields Outdoor Fitness, Inc. for outdoor exercise equipment for the Parks and Recreation Department at a total cost not to exceed $298,325 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 by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00333062
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from the Florida Department of Management Services, a sole source supplier, for communications services through the State's CentraNet (CNET) SUNCOM program, for the Department of Technology Services at a total contract amount of $130,000.

Explanation: The purchase is being made under F.S. Chapter 282, which allows State agencies, universities, cities, counties, municipalities and nonprofit organizations to utilize the CNET communications services program. The program provides approximately 350 local analog telephone and long distance lines for the City’s use. The analog lines are primarily used by departments for voice calls, alarm monitoring, elevator phones and time clocks.

The CNET system is a statewide network created within the State Technology Office that provides local and long distance communication services to political subdivisions of the State. The State CNET system allows the City to utilize telephone lines, at locations beyond the reach of the City’s telephone system, at state contracted pricing. Since 2014, the Telecommunications Division of the Department of Technology Services has been replacing costly "Off Premise Exchanges" with lower cost CNET lines to tie remote locations to the City switch. Because these services are offered exclusively through the state for cities and counties, a sole source procurement is recommended.

The Procurement Department in cooperation with the Department of Technology Services, recommends for award:

Florida Department of Management Services (Tallahassee, FL) ............... $130,000

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding if it has been determined that the supply or service is available from only one source. The vendor has confirmed the City's eligibility for participation in the CNET program. A blanket purchase agreement will be issued and will be binding only for actual services received. The agreement will be effective from the date of award through August 31, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011) Department of Technology Services, Telecommunications Division (8502569).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION DECLARING THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TO BE A SOLE SOURCE SUPPLIER FOR COMMUNICATIONS SERVICES THROUGH THE STATE'S CENTRANET (CNET) SUNCOM PROGRAM; ACCEPTING THE PROPOSAL AND AWARDING A BLANKET AGREEMENT TO THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES FOR COMMUNICATIONS SERVICES THROUGH THE STATE'S CENTRANET (CNET) SUNCOM PROGRAM FOR THE DEPARTMENT OF TECHNOLOGY SERVICES AT A TOTAL COST NOT TO EXCEED $130,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Management Services ("FDMS") CentraNet SUNCOM communications program ("CNET Program") provides local and long distance communication services to political subdivisions of the State; and

WHEREAS, the FDMS is the sole supplier of the CNET Program which provides local analog telephone and long distance lines for voice calls, alarm monitoring, elevator phones, and time clocks for the City of St. Petersburg ("City"); and

WHEREAS, the City desires to utilize the FDMS CNET Program for analog telephone and long distance lines for the City's Department of Technology Services; and

WHEREAS, Section 2-249(d) of the City Code provides requirements for sole source procurement; and

WHEREAS, Chapter 282 of the Florida Statutes allows State agencies, universities, cities, counties, municipalities, and non-profit organizations to utilize the FDMS CNET Program; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for this sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Florida Department of Management Services is a sole source supplier for communications services through the State's Centranet (CNET) Suncom Program; and

BE IT FURTHER RESOLVED that the proposal and award of a Blanket Agreement to the Florida Department of Management Services for communications services through the State's CentraNet (CNET) SUNCOM program for the Department of Technology
Services at a total cost not to exceed $130,000 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)
00332812
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Awarding a contract to Tampa Bay Marine, Inc. in the amount of $116,750 for the Municipal Marina – North Dock House Beam Repair. (Engineering Project Number 17065-119; Oracle Number 15619).

Explanation: The Procurement Department received four bids for construction of the Municipal Marina North Dock House Beam Repairs. The bids were opened on June 15, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tampa Bay Marine Inc. (Gibsonston, Fl.) SBE</td>
<td>$116,750</td>
</tr>
<tr>
<td>GDB US Constructors, Inc. (Parrish, Fl.)</td>
<td>$194,400</td>
</tr>
<tr>
<td>Coastal Marine Construction, Inc. (Venice, Fl.)</td>
<td>$260,250</td>
</tr>
<tr>
<td>All American Concrete, Inc. (Largo, Fl.)</td>
<td>$306,793</td>
</tr>
</tbody>
</table>

The proposed repair work consists of furnishing all labor, materials, services and equipment necessary to selectively relocate (either temporarily or permanently) all impacted below-deck utilities/services in order to access the deteriorated structural beams; successfully perform structural beam repairs; and complete all work in accordance with the plans, specifications and as directed by the engineer.

During a November 2016 comprehensive inspection of the overwater structures in the Municipal Marina, two beams below the North Dock House (400 Second Avenue N.E.) were identified as exhibiting severe spalling and deterioration in the vicinity of the utility trench penetrations. A condition assessment report of this inspection was provided to Council on February 16, 2017. The report noted that the condition of the structure's beams was assessed as “critical.” Repair of the beams was recommended to prevent a potential closure of the North Dock House and sole access point for the North Docks. Further analysis indicated that the deteriorated beams can bear the load of current occupancy, but continued deterioration could result in damage to the deck slab and present potential safety concerns.

The contractor will begin work approximately ten (10) days from the Notice to Proceed and is scheduled to complete the work within one hundred twenty (120) consecutive calendar days thereafter.

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

Tampa Bay Marine, Inc. (Gibsonston, FL) $116,750

The low bidder, Tampa Bay Marine Inc., a City-certified SBE, has met the specifications, terms and conditions of bid No. 6533 dated May 18, 2017. They have satisfactorily performed other projects in the past for the City, including the Municipal Marina North Yacht Basin Mooring Field; Maximo Park Boat Ramp Improvements; and Roser Park Drive Retaining Wall No. 3 & Creek

Continued on Page 2
Channel Wall Repairs. The principals of the firm are Melynda Calves, president, and Juan Calves, vice president.

Administration recommends awarding this contract to Tampa Bay Marine, Inc., in the amount of $116,750.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Marina Capital Projects Fund (4043), Marina Central Yacht Basin Rebuild Project (15619).

Attachments: Resolution

Approvals:
A RESOLUTION ACCEPTING THE BID AND 
APPROVING THE AWARD OF AN 
AGREEMENT TO TAMPA BAY MARINE INC 
FOR THE MUNICIPAL MARINA – NORTH 
DOCK HOUSE BEAM REPAIR PROJECT FOR 
THE ENGINEERING & CAPITAL 
IMPROVEMENTS DEPARTMENT AT A TOTAL 
COST NOT TO EXCEED $116,750; 
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 four 
(4) bids for the Municipal Marina – North Dock House Beam Repair Project for the Engineering 
and Capital Improvements Department pursuant to Bid No. 6533 dated May 18, 2017; and 

WHEREAS, Tampa Bay Marine Inc has met the specifications, terms and 
conditions of Bid No. 6533; and 

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of 
St. Petersburg, Florida that the bid is accepted and the award of an agreement to Tampa Bay 
Marine Inc for the Municipal Marina – North Dock House Beam Repair Project for the 
Engineering & Capital Improvements Department at a total cost not to exceed $116,750 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)
00332883
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a cost-plus-fixed-fee agreement between the City of St. Petersburg, Florida ("City") and Air Mechanical & Service Corp. ("AMSCO"), for construction management services for the upgrade and replacement of Heating Ventilating & Air-Conditioning (HVAC) equipment for City Hall; approving supplemental appropriations in the amount of $48,426 from the unappropriated balance of the General Capital Improvement Fund (3001) and in the amount of $28,019 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) to the MOB Repairs and Improvement Project (Engineering Project No. 16229-119; Oracle No. 14607) to provide the funding necessary for this agreement and other project related costs such as engineering services, contingency and other soft costs; authorizing the City Attorney to make non-substantive changes to the construction management agreement; authorizing the Mayor, or his designee to execute the agreement; authorizing payment to AMSCO in an amount not to exceed $33,911 for the preconstruction phase services; and providing an effective date.

Explanation: On March 10, 2017, the Procurement and Supply Management Department, in collaboration with the Engineering and Capital Improvements Department, issued a Request for Qualifications No. 6336 entitled "Construction Manager, City Hall HVAC Upgrades." The City received two (2) proposals from qualified construction managers. The two statements of qualifications were received from:

1. Air Mechanical & Service Corp.
2. Caladesi Construction Co.

On April 18, 2017, the evaluation committee, comprised of a team from the Real Estate and Engineering and Capital Improvements departments, met to shortlist the statements of qualifications. The committee recommended that both firms be shortlisted for interviews:

1. Air Mechanical & Service Corp.
2. Caladesi Construction Co.

On May 5, 2017, the evaluation committee heard presentations from each of the shortlisted firms and ranked Air Mechanical & Service Corp. as the top-ranked firm, followed by Caladesi Construction Co. as second-ranked.

Air Mechanical & Service Corp. (AMSCO) was determined to be most qualified firm, taking into consideration their experience with completing similar projects in occupied, municipal, historic buildings, and the evaluation criteria set forth in RFQ No. 6336. They have been in business for 35 years. AMSCO's principals are Warren Byers, president; Neil Connelly, vice president; Harold Spaw, vice president.

The selection committee was comprised of the following City staff members:

Raul Quintana, City Architect, Engineering & Capital Improvements (Chairman)
Lisa Glover-Henderson, Senior Energy Efficiency Engineer
Wade Schaefer, Facility Coordinator
Jamie Rivard, Facility Supervisor
On City Council approval, the City and AMSCO will enter into a construction manager cost-plus-fixed-fee agreement ("CM Agreement"). AMSCO will provide preconstruction phase services and construction phase services in accordance with the terms and conditions set forth in the CM Agreement. AMSCO shall provide a control estimate proposal, which shall become a part of the CM Agreement via an Amendment for the renovation of the HVAC and roof within the City's construction cost budget. AMSCO shall also comply with the City's local hiring ordinance provisions.

Preconstruction services begin with AMSCO working closely with Renker Eich Parks Architects ("A/E") to develop a cost plan. Further, AMSCO will provide preconstruction services, including but not limited to, refinement of cost estimates during the design phases, constructability reviews, value engineering, project scheduling and procurement coordination. At the conclusion of the preconstruction phase, the construction manager shall provide a cost estimate proposal to the City that shall not exceed the City's construction cost budget. The Preconstruction Phase fees are as follows:

Total Preconstruction Phase Fee: $33,911

The construction phase shall commence upon City Council's approval of the control estimate ("Amendment") and the issuance of a Notice to Proceed. The Amendment will include the Cost of the work, plus the construction manager's fee. During the construction phase, the construction manager will assume the responsibility as the contractor and will proceed to renovate the City Hall HVAC and roof. All construction work will be competitively bid by AMSCO in accordance with the terms and conditions set forth in the CM Agreement.

Cost/Funding/Assessment Information: Funds will be available after the approval of supplemental appropriations in the amount of $48,426 from the unappropriated balance of the General Capital Improvement Fund (3001) and in the amount of $28,019 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) to the MOB Repairs and Improvement Project (Engineering Project No. 16229-119; Oracle No. 14607). These funds are for preconstruction phase costs to be paid to AMSCO and for other project related costs.

Attachments: Technical Evaluation (3 pages)
Meeting Minutes (2 pages)
Resolution

Approvals:
Technical Evaluation
958-26 Construction Manager, City Hall HVAC Upgrade

Summary Work Statement

The City received two statements of qualifications (SOQs) for RFQ No. 6336: Construction Manager (CM) for City Hall HVAC Upgrade. The successful offeror will provide CM services with cost-plus-fixed-fee contract for the upgrade/replacement of the City Hall HVAC System Project. The SOQs were received from the following:

1. Air Mechanical & Service Corp.
2. Caladesi Construction Co.

Evaluation Committee

The evaluation of the SOQs were conducted by:

Raul Quintana, City Architect
Wade Schaeffer, Building Maintenance Coordinator
Jamie Rivard, Building Maintenance Supervisor
Lisa Glover-Henderson, Senior Energy Efficiency Engineer

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants

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.

Air Mechanical & Service Corp. is headquartered in Tampa, FL, and was incorporated in Florida in 1982. The firm has been in business for 35 years and employs 150 people. They have completed many construction projects, including HVAC, chiller and control systems replacement.

Strengths include: Their significant percentage of business as construction manager ($28M of $40M); HVAC experience and working in occupied buildings and two historic buildings; clarity of roles for proposed team that included detailed explanation of the project management process; use of before and after pictures for quality control; proposed testing of all systems prior to start; use of life cycle costing to determine possible impacts and savings; safety program manual provided; Florida licenses that include mechanical, general contracting, electrical and plumbing.

Weaknesses include: Lack of the presence of proposed project manager Gus Garza and contact information for clients.
The statement of qualifications meets the City's requirements.

**Caladesi Construction Co.** is incorporated in Largo, FL, and was incorporated in 1968. The firm has been in business as a general contractor and Construction Manager for 49 years and employs 40 people in both Pinellas and Hillsborough counties.

Strengths include: Their clear and detailed organizational chart that provided the experience of the construction manager, superintendent, estimator and sub-contractors; completed projects by proposed team; clearly written project approach in response to statement of qualifications that includes coordination of construction sequence and ease of interruption of operations; their on-site construction office and explanation of safety plan; similar project examples provided for occupied buildings; ability to maintain bonding; proposed support and use of small business/minority/woman enterprises.

Weaknesses include: Concerns about their interpretation of the role of a construction manager as opposed to a design build consultant; proposed sub-consultants and possibly high costs; current schedule that may affect performance on this project; proposed strategies to keep occupied building air conditioned; no example provided for projects completed on historic buildings.

The statement of qualifications marginally meets the city's requirements

**Shortlisting and Oral Presentations**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFP. The two finalists were invited to make oral presentations on May 5, 2017, before the evaluation committee. The purpose was for clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerers' SOQs and responses. Following the presentations, the evaluation committee ranked the SOQs as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air Mechanical &amp; Service Corp.</td>
</tr>
<tr>
<td>2.</td>
<td>Caladesi Construction Co.</td>
</tr>
</tbody>
</table>

**Recommendation for Award**

Air Mechanical & Service Corp. has met the requirements for RFP No. 6336 and was determined to be the most qualified firm, taking into consideration their years of providing these services to the City and the evaluation criteria set forth in a RFP.

Air Mechanical & Service Corp. was selected for the following reasons:

- Their significant percentage of business as a construction manager
- Their HVAC experience, working in occupied and in historic buildings
- Clarity of roles for proposed team
- Use of before and after pictures for quality control
- Proposed use of life cycle costing

Rev (5/11)
• Provided safety manual

Raul Quintana, Chair

Lisa Glover-Henderson, Committee Member

Wade Schaeffer, Committee Member

Jamie Rivard, Committee Member
Title: RFQ No. 6336: Construction Manager, City Hall HVAC Upgrade  
Meeting Date: Tuesday, April 18, 2017  
Time: 1:30 p.m.  
Place: Municipal Services Center, One 4th Street North, CR800, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Lisa Glover-Henderson, Raul Quintana, Jamie Rivard, Wade Schaeffer  
Advisory Staff: Karen Dewar, Bruce Grimes  
No members of the public in attendance  
Motion by: Lisa Glover-Henderson to nominate Raul Quintana  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| a. Public Comments |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| b. Florida’s Open Meeting Law – FS 286.011 [KD] |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| c. Prohibited Communication - AP #050100 [KD] |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| d. Select Chairperson (Committee) |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| 2. Evaluations of Proposals (Strengths and Weaknesses) |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| a. Air Mechanical & Service Corp. |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| b. Caladesi Construction Co. |  
Motion by: Lisa Glover-Henderson to interview both Air Mechanical & Caladesi  
Seconded by: Wade Schaeffer  
Votes: Affirmatives (5) |
| 3. Short-list/Finalists for Oral Presentation | Interviews to be requested for 20 mins each and 15 Q&A by staff  
Action: Invite Air Mechanical & Caladesi to presents with question for both.  
Meeting adjourned at 2:05 p.m. |
| 4. Clarifications/Questions |  
Action: Invite Air Mechanical & Caladesi to presents with question for both.  
Meeting adjourned at 2:05 p.m. |
| 5. Adjournment |  
Action: Invite Air Mechanical & Caladesi to presents with question for both.  
Meeting adjourned at 2:05 p.m. |
Title: RFQ No. 6336: Construction Manager, City Hall HVAC Upgrade  
Meeting Date: Friday, May 5, 2017  
Time: 1:30 p.m.  
Place: Municipal Services Center, One 4th Street North, CR800, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Lisa Glover-Henderson, Raul Quintana, Jamie Rivard, Wade Schaeffer  
Advisory Staff: Karen Dewar; Louis Moore  
Absent: Bruce Grimes |
| a. Public Comments | No members of the public in attendance |
| b. Florida's Open Meeting Law – FS 286.011 [KD] | |
| c. Prohibited Communication - AP #050100 [KD] | |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) | Motion by: Lisa Glover-Henderson to rank Air Mechanical #1 & Caladesi #2  
Seconded by: Jamie Rivard  
Votes: Affirmatives (4) |
| a. Air Mechanical & Service Corp.  
| b. Caladesi Construction Co. | |
| 3. Rank | Action: Clarify AIA, page 19, Section 11.7 as excepted by Air Mechanical with Legal; ECID to negotiate preconstruction cost |
| 4. Clarifications/Questions | Committee dissolved at 4:05 p.m. |
| 5. Dissolution | |
RESOLUTION NO. 2017-

A RESOLUTION APPROVING THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND AIR MECHANICAL & SERVICE CORP. ("AMSCO") FOR AMSCO TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES FOR THE CITY HALL HVAC UPGRADES PROJECT ("CM CONTRACT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE CM CONTRACT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CM CONTRACT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF $48,426 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) AND $28,019 FROM THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) TO THE MOB REPAIRS AND IMPROVEMENT PROJECT (ENGINEERING PROJECT NO. 16229-119; ORACLE NO. 14607); AUTHORIZING PAYMENT TO AMSCO IN AN AMOUNT NOT TO EXCEED $33,911 FOR PRECONSTRUCTION PHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") issued a Request for Qualifications ("RFQ") for a Construction Manager for the City Hall HVAC Upgrades Project on March 10, 2017; and

WHEREAS, the City received two (2) statement of qualifications (SOQ’s) from (1) Air Mechanical & Service Corp. ("AMSCO"); and (2) Caladesi Construction Co. ("Caladesi") in response to the RFQ; and

WHEREAS, the selection committee (Raul Quintana, Lisa Glover-Henderson, Wade Schaefer, and Jamie Rivard) met on April 18, 2017, to discuss the SOQs and motioned to hear presentations from both respondents; and

WHEREAS, the two (2) respondents made presentations to the selection committee on May 5, 2017; and

WHEREAS, based on the presentations and SOQs submitted by the two (2) respondents on May 5, 2017, the selection committee deliberated in an open public meeting and ranked AMSCO the highest to provide preconstruction and construction phase services for the City Hall HVAC Upgrades Project; and

WHEREAS, the City wishes to contract with AMSCO for AMSCO to provide preconstruction and construction phase services for the City Hall HVAC Upgrades Project and AMSCO wishes to accept such duties and responsibilities pursuant to the terms and conditions set forth in the construction manager contract between the City and AMSCO.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Construction Manager Contract between the City of St. Petersburg, Florida, and Air Mechanical & Service Corp. ("AMSCO") for AMSCO to provide preconstruction and construction phase services for the City Hall HVAC Upgrades Project ("CM Contract") is hereby approved.

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

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Capital Improvement Fund (3001) the following supplemental appropriation for FY17:

General Capital Improvement Fund (3001)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOB Repairs and Improvement Project (14607)</td>
<td>$48,426</td>
</tr>
</tbody>
</table>

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

City Facilities Capital Improvement Fund (3031)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOB Repairs and Improvement Project (14607)</td>
<td>$28,019</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that payment to AMSCO in an amount not to exceed $33,911 for preconstruction phase services is hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)

Budget

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with NexGen Venture Partners, LLC, a Florida limited liability company, for an initial term of one (1) year, with annual renewal options of four (4), 1-year terms, for the use of certain space located on the rooftop of the City-owned Municipal Services Center located at One Fourth Street North, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management received a request from the City’s Department of Technology Services (“DoTS”) to initiate a license agreement, between the City and NexGen Venture Partners, LLC, Florida limited liability company (“Licensee”), for the use of certain space located on the rooftop of the City-owned Municipal Services Center (“MSC”) located at One 4th Street North, St. Petersburg, in order for the Licensee to deploy its wireless service named Aura, a carrier grade, secure, fully meshed 802.11ac Wifi network (“Licensee Network”) in downtown St. Petersburg. The Licensee has requested use of wall space inside the MSC rooftop utility building (“Premises-A”) and an additional area on the rooftop of the MSC (“Premises-B”) (collectively, "Premises") to construct, maintain, and operate an antennae and associated equipment (“Licensee Equipment”) necessary for the Licensee Network.

DoTS currently provides internet service to Williams Park through Spectrum, at a cost of approximately $1,750.00 per month, which is being paid by the City’s Parks and Recreation department.

The Licensee has executed a License Agreement (“Agreement”) with the following substantive business points, subject to approval by City Council:

- As consideration for the Agreement, the Licensee will provide, at its sole cost and expense, free wireless internet service to visitors in and around Williams Park, located at approximately 350 Second Avenue North, St. Petersburg.
- The initial term will be one (1) year, with annual renewal options of four (4) 1-year terms.
- City will provide electricity for the Licensee Equipment, at no cost to the Licensee.
- Licensee will be responsible for all other necessary utility costs, for any and all maintenance related to the Licensee Equipment, and any damage to the Premises therefrom.
- Licensee will maintain a general liability insurance policy in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all
claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises.

- The Agreement may be terminated without cause by either party with thirty (30) days written notice.
- The City is under no obligation to provide a replacement facility under any circumstances.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with NexGen Venture Partners, LLC, a Florida limited liability company, for an initial term of one (1) year, with annual renewal options of four (4), 1-year terms, for the use of certain space located on the rooftop of the City-owned Municipal Services Center located at One Fourth Street North, St. Petersburg; 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:

(Ass to consistency w/attached legal documents)

Legal: 00333118.doc v1
Description of Premises:

Premises-A: A 24" by 24" location to be designated by City staff on the wall inside the utility building located on the roof of the MSC to house Licensee Equipment and access power.

Premises-B: A location to be designated by City staff on the North side of the roof of the MSC to install the antennae related to Licensee Equipment.
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH NEXGEN VENTURE PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR AN INITIAL TERM OF ONE (1) YEAR, WITH ANNUAL RENEWAL OPTIONS OF FOUR (4), 1-YEAR TERMS, FOR THE USE OF CERTAIN SPACE LOCATED ON THE ROOFTOP OF THE CITY-OWNED MUNICIPAL SERVICES CENTER LOCATED AT ONE FOURTH STREET NORTH, ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from the City's Department of Technology Services ("DoTS") to initiate a license agreement ("Agreement"), subject to City Council approval, between the City and NexGen Venture Partners, LLC, Florida limited liability company ("Licensee"), for the use of certain space located on the rooftop of the City-owned Municipal Services Center ("MSC") located at One Fourth Street North, St. Petersburg, in order for the Licensee to deploy its wireless service named Aura, a carrier grade, secure, fully meshed 802.11ac WiFi network ("Licensee Network") in downtown St. Petersburg; and

WHEREAS, the Licensee has requested use of wall space inside the MSC rooftop utility building ("Premises-A") and an additional area on the rooftop of the MSC ("Premises-B") (collectively, "Premises") to construct, maintain, and operate an antennae and associated equipment ("Licensee Equipment") necessary for the Licensee Network; and

WHEREAS, DoTS currently provides internet service to Williams Park through Spectrum, at a cost of approximately $1,750.00 per month, which is being paid by the City's Parks and Recreation department; and

WHEREAS, the Licensee has executed a License Agreement ("Agreement") with the following substantive business points, subject to approval by City Council:

- As consideration for the Agreement, the Licensee will provide, at its sole cost and expense, free wireless internet service to visitors in and around Williams Park, located at approximately 350 Second Avenue North, St. Petersburg.
- The initial term will be one (1) year, with annual renewal options of four (4), 1-year terms.
• City will provide electricity for the Licensee Equipment, at no cost to the Licensee.
• Licensee will be responsible for all other necessary utility costs, for any and all maintenance related to the Licensee Equipment, and any damage to the Premises therefrom.
• Licensee will maintain a general liability insurance policy in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises.
• The Agreement may be terminated without cause by either party with thirty (30) days written notice.
• The City is under no obligation to provide a replacement facility under any circumstances.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a License Agreement with NexGen Venture Partners, LLC, a Florida limited liability company, for an initial term of one (1) year, with annual renewal options of four (4), 1-year terms, for the use of certain space located on the rooftop of the City-owned Municipal Services Center located at One Fourth Street North, St. Petersburg; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

Musmin A. Gadiwalla, CIO
Department of Technology Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida Board of Trustees ("USF"), a public body corporate, to utilize certain City-owned submerged lands in Bayboro Harbor, described herein, to operate the USF College of Marine Science Moorage for a term of five (5) years at a rental rate of $10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate & Property Management ("REPM") received a request from the University of South Florida ("USF") to enter into a new license agreement for its continued use of a portion of the Bayboro Harbor to operate the USF College of Marine Science Moorage ("Premises") that USF has been permitted by the City of St. Petersburg to utilize since August, 2012, via the approval of Resolution No. 2012-329.

USF has executed a new License Agreement ("Agreement") for a term of five (5) years, subject to the approval of City Council, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is ten dollars ($10.00) for the entire term. USF will operate, maintain, launch, berth, store and moor research vessels for use by USF students, guests, faculty and Administration of the USF College of Marine Science to further its environmental and oceanographic research and education programs.

USF is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of USF’s use of the Premises. USF is responsible, at its sole cost and expense, for maintenance of all improvements in the Premises, including any necessary dredging. Under the terms of the Agreement, the City is under no obligation to provide a replacement facility under any circumstances.

As submerged lands have no zoning classification, it is governed by the classification of the abutting uplands which are zoned Institutional Center – (IC). This Agreement is in compliance with Section 1.02(c)(2) of the City Charter which permits the leasing of commercially-zoned Park and Waterfront Property for a period not to exceed five (5) years with an affirmative vote of at least six (6) members of City Council.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute License Agreement with the University of South Florida Board of Trustees ("USF"), a public body corporate, to utilize certain City-owned submerged lands in Bayboro Harbor, described herein, to operate the USF College of Marine Science Moorage for a term five (5) years at a rental rate of $10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Aerial Photograph, Resolution, and Exhibit "A"

APPROVALS: Administration:

[Signature]

Budget: N/A

Legal: [Signature] Bradley S. Tenant

(As to consistency w/attached legal documents)

Legal: 00332761.doc
NOTES:
1. NOT A SURVEY
2. This illustration is intended to show the APPROPRIATE limits between USF, FWC and FED lease agreements.
3. Improvements shown herein are as per field locations and Ash Engineering CAD drawings furnished to the undersigned. Said improvements are to be considered approximate, do not necessarily reflect all existing conditions, and are for informational purposes only.
Resolution No. 2017 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES ("USF"), A PUBLIC BODY CORPORATE, TO UTILIZE CERTAIN CITY-OWNED SUBMERGED LANDS IN BAYBORO HARBOR, DESCRIBED HEREIN, TO OPERATE THE USF COLLEGE OF MARINE SCIENCE MOORAGE, FOR A TERM OF FIVE (5) YEARS AT A RENTAL RATE OF $10.00 FOR THE TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, University of South Florida ("USF") desires to continue to utilize a portion of the Bayboro Harbor to operate the USF College of Marine Science Moorage ("Premises"); and

WHEREAS, USF will operate, maintain, launch, berth, store and moor research vessels for use by USF students, guests, faculty and Administration of the College of Marine Science to further its environmental and oceanographic research and education programs; and

WHEREAS, the proposed License Agreement ("Agreement") will be for a term of five (5) years, subject to City Council approval, with the terms and conditions providing the Licensee with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the rental rate will be ten dollars ($10.00) for the entire term; and

WHEREAS, USF is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of USF’s use of the Premises; and

WHEREAS, USF is responsible, at its sole cost and expense, for maintenance of all improvements in the Premises, including any necessary dredging; and

WHEREAS, under the terms of the Agreement, the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, the Premises are legally described in Exhibit "A"; and
WHEREAS, since submerged lands have no zoning classification, it is governed by the classification of the abutting uplands which in this case are zoned Institutional Center – (IC) resulting in this Agreement being in compliance with Section 1.02(c)(2) of the City Charter which permits the leasing of commercially-zoned Park and Waterfront Property for a period not to exceed five (5) years with an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a License Agreement with the University of South Florida Board of Trustees ("USF"), a public body corporate, to utilize certain City-owned submerged lands in Bayboro Harbor, described herein, to operate the USF College of Marine Science Moorage for a term of five (5) years at a rental rate of $10.00 for the term; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Clay D. Smith, Director
Downtown Enterprise Facilities

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
EXHIBIT "A"

(Legal Description of the Premises as prepared by George F. Young, Inc.)

A portion of the Northeast 1/4 of Section 30, Township 31 South, Range 17 East, Pinellas County, Florida being described as follows:

From the Southwest corner of Lot 1, Block 1, U.S.F. REPLAT, as recorded in Plat Book 79, Page 83, Public Records of Pinellas County, Florida, as a Point of Commencement; thence along the boundary of said Lot 1, the following three (3) courses: N.89°59'49"E., 150.00 feet; thence N.00°02'26"W., 50.00 feet; thence N.89°59'49"E., 578.14 feet to a point on the boundary of lands described in Official Records Book 4023, Page 1562, Public Records of Pinellas County, Florida; thence departing said Lot 1, along the boundary of lands described in said Official Records Book 4023, Page 1562, the following two (2) courses: S.00°01'00"E. 179.71 feet; thence S.45°01'16"E., 493.76 feet; to the POINT OF BEGINNING; thence continue along the said boundary, S.45°01'16"E., 229.17 feet; thence departing said boundary, S.44°58'44"W., 120.00 feet; thence N.45°01'16"W., 229.17 feet; thence N.44°58'44"E., 120.00 feet to the POINT OF BEGINNING.
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Marine Science to utilize a ±100 square foot area in Campbell Park on the bank of Booker Creek, described herein, for the operation of a weather and water monitoring station, for a term of three (3) years, at an aggregate rent of $36.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management received a request from University of South Florida ("USF") to enter into a new license agreement for its College of Marine Science ("USF-CMS") to utilize a ±100 square foot area in Campbell Park on the bank of Booker Creek for the operation of a weather and water monitoring station which is a part of the USF-COMP regional ocean observing system known as the Coastal Ocean Monitoring and Prediction System ("COMPS") that the USF-CMS has utilized since 2005.

USF has executed a new License Agreement ("Agreement") for a term of three (3) years, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is thirty-six dollars ($36.00) for the entire term. All costs of utilities and maintenance of the Premises shall be the expense of USF-CMS with the exception that the City will provide mowing/grounds maintenance. In addition, USF-CMS shall make any improvements to the COMPS Station site necessary to occupy the Premises for the intended use and to make enhancements necessary to accommodate its associated educational purposes. Under the terms of the Agreement, the City is under no obligation to provide a replacement facility under any circumstances.

This transaction complies with City Council Resolution No. 79-740A, dated October 4, 1979, which established policies for the sale and leasing of City-owned park and waterfront property. Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for residentially-zoned Waterfront and Park property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estate (NS-E).
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Marine Science to utilize a ±100 square foot area in Campbell Park on the bank of Booker Creek, described herein, for the operation of a weather and water monitoring station, for a term of three (3) years, at an aggregate rent of $36.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Aerial Photograph, Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency with attached legal documents)

Legal: 00332937.doc v7
ILLUSTRATION
(COMPS Station)
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA, A PUBLIC BODY CORPORATE, FOR ITS COLLEGE OF MARINE SCIENCE TO UTILIZE A ±100 SQUARE FOOT AREA IN CAMPBELL PARK ON THE BANK OF BOOKER CREEK, DESCRIBED HEREIN, FOR THE OPERATION OF A WEATHER AND WATER MONITORING STATION, FOR A TERM OF THREE (3) YEARS, AT AN AGGREGATE RENT OF $36.00 FOR THE TERM, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, University of South Florida ("Licensee") desires to continue to utilize, for its College of Marine Science, a ±100 square foot area in Campbell Park on the bank of Booker Creek for the operation of a weather and water monitoring station which is a part of the USF regional ocean observing system known as the Coastal Ocean Monitoring and Prediction System (COMPS); and

WHEREAS, the subject Premises is legally described as follows:

A portion of the 100-foot Drainage Easement shown on the plat of CAMPBELL PARK REPLAT, as recorded in Plat Book 85, Page 96, Public Records of Pinellas County, Florida, being described as follows:

From the Northeast corner of CAMPBELL PARK REPLAT, as recorded in Plat Book 85, Page 96, Public Records of Pinellas County, Florida, as a Point of Reference; thence along the North line thereof, S89°40'35"W, 371.99 feet to the Westerly line of the 100 foot Drainage Easement shown on said plat; thence along said Westerly line, S29°00'00"E, 416.03 feet; thence leaving said Westerly line, N61°00'00"E, 8.00 feet to the Point of Beginning; thence N10°39'24"E, 10.00 feet; thence S79°20'36"E, 10.00 feet; thence S10°39'24"W, 10.00 feet; thence N79°20'36"W, 10.00 feet to the Point of Beginning.

Containing 100 square feet more or less; and

WHEREAS, the Licensee has executed a new License Agreement ("Agreement") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term; and
WHEREAS, the rental rate will be thirty-six dollars ($36.00) for the entire term; and

WHEREAS, all costs of utilities and maintenance of the Premises shall be the expense of USF-CMS with the exception that the City will provide mowing/grounds maintenance; and

WHEREAS, in addition, the Licensee shall make any improvements to the COMPS Station site necessary to occupy the Premises for the intended use and to make enhancements necessary to accommodate its associated educational purposes; and

WHEREAS, under the terms of the Agreement, the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, this transaction complies with City Council Resolution No. 79-740A, dated October 4, 1979, which established policies for the sale and leasing of City-owned park and waterfront property; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for residentially-zoned Waterfront and Park property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned Neighborhood Suburban Estate (NS-E).

NOW THEREFORE, BE IT RESOLVED that the Mayor, or his designee, is authorized to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Marine Science to utilize a ±100 square foot area in Campbell Park on the bank of Booker Creek, described herein, for the operation of a weather and water monitoring station, for a term of three (3) years, at an aggregate rent of $36.00 for the term, and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

Legal: 00332937.doc v7

APPROVED BY:

Michael J. Jefferis, Director
Parks & Recreation

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
TO: THE HONORABLE DARDEN RICE, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Times Publishing Plaza, generally located northeast of the intersection of 13th Avenue North and US Highway 19 North (34th Street North). (Our File: 16-20000006)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create three lots from a part of Tracts 1 and 2 of M & B Replat and Part Of Lot 24 Of Pinellas Truck Growing Company subdivisions.

The plat will assemble the lots for redevelopment.

Attachments: Map, Aerial, Resolution

APPROVALS:

Administrative: [Signature]

Budget: NA [Signature]

Legal: [Signature]
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF TIMES PUBLISHING PLAZA, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF 13TH AVENUE NORTH AND US HIGHWAY 19 NORTH (34TH STREET NORTH); SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 16-20000006)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Times Publishing Plaza, generally located northeast of the intersection of 13th Avenue North and US Highway 19 North (34th Street North), is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature] 7-14-17
Planning & Economic Development Dept. Date

[Signature] 7-17-17
City Attorney (Designee) Date
TIMES PUBLISHING PLAZA

A REPLAT OF PART OF LOT 24 OF CORRECTED MAP THE PINELLAS TRUCK GROWING CO., AS RECORDED IN PLAT BOOK 6, PAGE 20 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART AND PART OF TRACTS 1 & 2 OF M & B REPLAT AS RECORDED IN PLAT BOOK 45, PAGE 30 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, LYING IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 31 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

U.S. HIGHWAY 19 NORTH (34TH STREET N)

PLAT NOTES

BASE OF BEARINGS: ONE EASTERLY RIGHT OF WAY LINE Hf 0.5. HIGHWAY IN NORTH (34TH STREET N). NNN ONE BEATS N 000E FREE.

NOTICE. THIS PLAN, 45 REE005ET IN ITS GRAPHIC FORM, IS THE OFFICIAL EEP, 10 PLOT OF THE PUBOMOCEREG CO. DESEREO HERON AND N:EL IN NO GI000MSTANEES At SUPPANIRER IN AESIURITY NH ANT UTIIEN GANTIUG SR OGITAE FORM OF TIlE PERT. TIITHC MIAH HC ANABTIONRE RESTR000NS TEAT ME NOT REGARDED ON THIS PEAT TEAT ASH HE FOUND IN DIE PUREIG RECORDS OF TIOS EDONTY.

PER RTR:SN STNTUTE EIONFTER 100001 (DI):

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PLAT BOOK
PAGE
PLAT NOTES
BASIS OF BEARINGS: ONE EASTERLY RIGHT OF WAY LINE Hf 0.5. HIGHWAY IN NORTH (34TH STREET N). NNN ONE BEATS N 000E FREE.

NOTICE. THIS PLAN, 45 REE005ET IN ITS GRAPHIC FORM, IS THE OFFICIAL EEP, 10 PLOT OF THE PUBOMOCEREG CO. DESEREO HERON AND N:EL IN NO GI000MSTANEES At SUPPANIRER IN AESIURITY NH ANT UTIIEN GANTIUG SR OGITAE FORM OF TIlE PERT. TIITHC MIAH HC ANABTIONRE RESTR000NS TEAT ME NOT REGARDED ON THIS PEAT TEAT ASH HE FOUND IN DIE PUREIG RECORDS OF TIOS EDONTY.

PER RTR:SN STNTUTE EIONFTER 100001 (DI):

RUE FIASCO OCt15 EASEMENTS SANtE PRDODE TEAR SUCH EASEMENTS SNAEE AESO NE EASEMENTS EON THE CONSTRUCTION, INSTAATION, MNNTEAANCE AND OPERATION Of E4MUE TUEESION SERINEES; PHOBOED, IIANESER, NO SOEII CONSTAUCTION. INSTAAATBYN. MMJNTENAMEE Ai. DPEANTION Of CAMEO TEEEOSION DEBAtES AlMA. INTEOTERE ROY THE FOEK3TWS AND AERAtES Of AN EEEGTHIC, TCEEPIPHONE, GAO, OR OTHER P0400 0105 IN TEA EUENT A CRAEE TCEE'OSION COMPARE DAM4005 THE F00005, IT SANtE RE SOECEY AESPSNSIOLE 104 THE DM44005. DNS SECTION SANtE NOR APPEY TO THOSE PRIMATE EASEMENTS GRANTED TO OH DOTANED RD N PANTIGUEM EEEETRIE, TEHEPEANE, GAS OR OTHER PONEIE 014.15. SUCH CUNSTHUCTIDN, INSTAllATION, MABITETW4CE 4440 OPERATION SAUL COMPLY NITN THE ANT.SNAL EEECTHIGRE WETH CODE AS ADOPTED BY THE FEDRIOH POREIC DEBAtE COMMISSION.

PLAT NOTES


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PLAT NOTES

MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: May 4, 2017
SUBJECT: Preliminary and Final Plat for northeast corner of U.S. 19 N and 13th Avenue North (The Times Publishing Plaza)
FILE: 16-20000006 R2

LOCATION: 1441 34th Street North and 1551 34th Street North
PIN: 31/16/54054/000/0011; 14/31/16/71460/000/0242
ATLAS: J-10
PROJECT: Preliminary and Final Plat
REQUEST: Approval of a Preliminary and Final Plat to divide commercial tract located at northeast corner of U.S. 19 North and 13th Avenue North.

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:
1. Provide evidence that the 10' X 15' offsite public easement for the terminal sanitary sewer & manhole (to be located within the adjacent Tampa Bay Times Distribution Facility property), has been recorded prior to Engineering Departmental release of any project Certificate of Occupancy.

STANDARD COMMENTS: It is acknowledged that many of the following items have been addressed with the submittal of the associated Site Construction Permit Applications, but remain listed below as documentation of the standard plat approval conditions since the plat is being processed concurrently with construction. Standard conditions of plat approval will be verified prior to Engineering departmental release of the project Certificate of Occupancy.

Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions
of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

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

Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation
shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR/jw

pc: Kelly Donnelly  
Reading File  
Correspondence File  
Subdivision File – CORRECTED MAP THE PINELLAS TRUCK GROWING CO. SUB
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approving a contract with the Pinellas County Supervisor of Elections for support services for the 2017 General Election

EXPLANATION:

The City is contracting with the Supervisor of Elections to conduct a General Election to be held on November 7, 2017 at an estimated cost of $21,869.12. This estimate does not include costs for legal advertisements/publications or polling place change notices.

Administration recommends approval of the contract with the Pinellas County Supervisor of Elections for these services.

COST/FUNDING INFORMATION:

Funds will be made available from a supplemental appropriation from the unappropriated General Fund for FY 2017.

ATTACHMENT: Resolution
             Proposed Contract

APPROVALS:

Administration: .................................................................

Budget: .............................................................

NO. _____
A RESOLUTION APPROVING AN AGREEMENT WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS FOR SUPPORT SERVICES FOR THE MUNICIPAL GENERAL ELECTION TO BE HELD NOVEMBER 7, 2017; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $21,869.12 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City contracts with the Pinellas County Supervisor of Elections for support services related to municipal election; and

WHEREAS, the cost associated with these services is $21,869.12 for election administration (40 cents per registered voter), mail/absentee ballot kits, equipment delivery to each polling location, printing of ballots (precinct, provisional, duplicate and test ballots), modem line activation/installation, select/contract with polling places and poll worker training/salaries, etc.

BE IT FURTHER RESOVED that there is hereby approved from the unappropriated balance of the General Fund the following supplemental appropriation for FY 2017.

General Fund
City Clerk Department $21,869.12

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to approve the contract with the Pinellas County Supervisor of Elections for support services for the 2017 Municipal General Election.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a two-year Extension of the Fire Protection Services Agreement with Pinellas County for the provision of fire protection and suppression services to the Gandy Fire District; and providing an effective date.

EXPLANATION: The Extension of Fire Protection Services Agreement ("Extension") is an extension of the Fire Protection Services Agreement ("Agreement") between the City of St. Petersburg (the "City") and Pinellas County (the "County") for the provision of fire protection and suppression services to the Gandy Fire District.

The Agreement, dated October 21, 2014, is for a three-year term beginning October 1, 2014 and ending September 30, 2017. Notwithstanding the requirement of Section 801 of the Agreement that such extension be completed prior to July 1, 2017, the City and the County wish to extend the term of the Agreement until September 30, 2019, and otherwise agree to waive the July 1, 2017 date requirement.

The City and the County agree that upon approval of the Extension, all terms of the Agreement will remain in full force and effect as if the original term of the Agreement ended September 30, 2019.

RECOMMENDATION: Administration recommends the adoption of the attached resolution authorizing the Mayor or his designee to execute a two-year Extension of the Fire Protection Services Agreement with Pinellas County for the provision of fire protection and suppression services to the Gandy Fire District; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding will be available in the FY 2018 Operating Budget after its adoption by City Council.

ATTACHMENTS: Extension of Fire Protection Services Agreement
Resolution

APPROVALS:

Administration: [Signature] Budget: [Signature] 7/20/17
Resolution No. 2017 - 

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A TWO-YEAR EXTENSION OF THE FIRE PROTECTION SERVICES AGREEMENT WITH PINELLAS COUNTY FOR THE PROVISION OF FIRE PROTECTION AND SUPPRESSION SERVICES TO THE GANDY FIRE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (the "City") and Pinellas County (the "County") wish to extend the Fire Protection Services Agreement ("Agreement") between the City and the County for the provision of fire protection and suppression services to the Gandy Dependent Fire District; and

WHEREAS, the Agreement, dated October 21, 2014, is for a three-year term beginning on October 1, 2014 and ending on September 30, 2017; and

WHEREAS, notwithstanding the requirement of Section 801 of the Agreement that such extension be completed prior to July 1, 2017, the City and the County wish to extend the term of the Agreement until September 30, 2019, and otherwise agree to waive the July 1, 2017 date requirement; and

WHEREAS, the City and the County agree that upon execution of the two-year extension of the Agreement, all terms of the Agreement will remain in full force and effect as if the original term of the Agreement ended September 30, 2019.

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 two-year Extension of Fire Protection Services Agreement with Pinellas County for the provision of fire protection and suppression services to the Gandy Dependent Fire District.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Jane Wallace

Assistant City Attorney

Administration: [signature]
EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT

THIS EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT ("Extension") is made this ______ day of ________, 2017, by and between the CITY OF ST. PETERSBURG, ("Contractor") and the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS ("County").

1. Contractor currently contracts with County to provide fire protection and suppression services to the District(s) as defined in and pursuant to that certain 2014 Fire Protection Services Agreement between the Contractor and County dated October 21, 2014 (the "Agreement").

2. The Agreement will, pursuant to its terms, expire September 30, 2017, but includes an option for the parties to extend for one (1) additional two (2) year term.

3. Notwithstanding the requirement of Section 801 of the Agreement that such extension be completed prior to July 1, 2017, Contractor and County wish to extend the agreement for two (2) years with a new expiration of September 30, 2019, and otherwise agree to waive the July 1, 2017 date requirement.

4. Contractor and County agree that, except as provided herein, upon approval of this Extension, all terms of the Agreement will remain in force and effect as if the original term of the contract extended to September 30, 2019.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Contractor and County hereby agree to extend the term of the Agreement for one (1) two (2) year term, to September 20, 2019 on the terms and conditions stated above.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers have caused this extension to be executed on this ______ day of ________, 2017.

ATTEST: 
KEN BURKE, CLERK

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

by: ____________________________
   Deputy Clerk

by: ____________________________
   Chairman

Countersigned: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

by: ____________________________
   City Administrator

Approved as to Content and Form: ____________________________

ATTEST: ____________________________

by: ____________________________
   City Clerk

by: ____________________________
   City Attorney (designee)
MEMORANDUM

Council Meeting of August 3, 2017

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Jennifer French as a regular member to the Committee to Advocate for Persons with Impairments to serve an unexpired three-year term ending December 31, 2017.

I respectfully request that Council confirm the appointment of Jennifer French as a regular member to the Committee to Advocate for Persons with Impairments to serve an unexpired three-year term ending December 31, 2017.

A copy of Ms. French’s resume has been provided to the City Council office for your information.

RK/cs

Attachments

cc: L. Bright, Civilian Police & Community Relations/ADA Coordinator, Human Resources
A RESOLUTION CONFIRMING THE APPOINTMENT OF A REGULAR MEMBER TO THE COMMITTEE TO ADVOCATE FOR PERSONS WITH IMPAIRMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Jennifer French as a regular member to the Committee to Advocate for Persons with Impairments to serve unexpired three-year terms ending December 31, 2017.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)