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](http://www.stpete.org) and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries. An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

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

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

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

Officer David Crawford - February 21, 2011

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. Ordinance 318-H amending sections five, seven and thirteen of Ordinance No. 702-G; providing for amended regulations prohibiting certain activities including the operation, manipulation, projection or guidance of any object within defined zones which could result in the reckless endangerment of persons or property during race days; providing for enforcement; providing for a hearing process to recover seized property.

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:
"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

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

2. Appeal of the Development Review Commission (DRC) denial of a site plan to construct a 23-story, 29-unit, multi-family development with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards located at 116 4th Avenue North and 356 1st Street North. (City File 17-31000008 Appeal)

E. Reports

1. St. Petersburg Police Quarterly Report

2. Youth Employment and Workforce Readiness Program Update [Defer to March 1, 2018]

3. Sewer Report

   (a) Approving Amendment No. 2 to the Architect/Engineering Agreement dated November 17, 2016 between the City of St. Petersburg, Florida and ASRus, LLC (A/E), as amended, for injection well services during construction, late track design services, and services during construction for the late track improvements to the SWWRF Reclaimed Water and Injection Well Improvements project in an additional amount not to exceed $1,678,496, for a total contract amount not to exceed of $3,356,496 (Engineering Project No. 16110-111; Oracle No. 15838); authorizing the Mayor or his designee to execute Amendment No. 2 and all documents necessary to effectuate this transaction.

   (b) Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) FOR SWFWMD to provide funding in an amount not to exceed $900,000 for the Stormwater Management Master Plan Update (Engineering Project No. 17037-110, Oracle No. 15775) and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $900,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues, to the Master Plan Update SW FY17 Project (15775).

   (c) Approving the First Amendment to the architect/engineering agreement dated September 1, 2017 between the City of St. Petersburg, Florida and CH2M Hill Engineers, Inc. (A/E), for A/E to provide professional engineering services related to Phase II of the Stormwater Management Master Plan Update Project in an amount not to exceed $2,726,686.67; providing that the total contract amount shall not exceed $2,992,265.86 (Engineering Project Number 17037-110; Oracle Project Number 15775); authorizing the Mayor or his designee to execute the First Amendment.

4. Authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 2136 - 9th Avenue South, St. Petersburg, to Christopher Kenrick for $10,000.
5. Confirming the appointment by the Mayor of Dr. Kanika Tomalin as City Administrator.

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

Setting February 15, 2018 as the public hearing date for the following proposed Ordinance(s):

1. City-initiated ordinance amending the St. Petersburg City Code, Chapter 12 and Chapter 16, Land Development Regulations (“LDRs”), relating to airport zoning. (City File LDR-2017-09)

2. Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of two (2) Public Utility Easements to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within Fossil Park located at 6635 Dr. Martin L. King, Jr. Street North, St. Petersburg.

G. New Business

1. Requesting staff to provide an update to the Committee of the Whole regarding City Councils request that the Board of County Commissioners of Pinellas County investigate the viability and desirability of enacting a county-wide inclusionary zoning ordinance. (Chair Wheeler-Bowman)

2. Referring to the Committee of the Whole to have representatives from FDEP and Jacobs Engineering, Inc., provide a report regarding the current use, regulatory restrictions, permitting requirements and proposed future use of injection wells in St. Petersburg. (Councilmember Gabbard)

3. Requesting a discussion on expanding the Youth Services Committee to include family services and renaming the committee the Youth and Family Services Committee. (Councilmember Foster)

4. Requesting a referral to the PS&I Committee for the Police Department and City Attorneys Office to present proposed amendments to the City’s chronic nuisance ordinance to address unlawful consumption on the premises where alcoholic beverages are sold. (Chair Wheeler-Bowman)

5. Respectfully requesting administration to review Portland’s Clean River Rewards Program that rewards ratepayers who manage stormwater on their property as a possible template discount program as we embark on the FY19 Stormwater Utility Rate Study and the Tiered Stormwater Utility Rate Development. (Councilmember Foster)

6. Respectfully requesting a referral to the Housing, Land Use and Transportation Committee to have the Tarpon Springs Housing Authority provide a report on the history, implementation and effectiveness of their Home Share Program. (Councilmember Foster)

7. Respectfully requesting administration provide a report to the Housing, Land Use and Transportation Committee (or other relevant committee) regarding amending the LDRs to relax parking minimum requirements to encourage additional development of affordable housing. (Councilmember Foster)

8. Resolution supporting continuing separate accreditation for the University of South Florida St. Petersburg and requesting that language bringing USF St. Petersburg back under the accreditation of University of South Florida Tampa be removed from HB 423. (Councilmember Montanari)
H. Council Committee and Intergovernmental Reports

1. Budget, Finance & Taxation Committee (1/25/18)
   (a) Resolution approving the recommendation of the Budget, Finance, and Taxation Committee to request that administration provide a draft scope of services for a management evaluation of the Sanitation Department to the Budget, Finance and Taxation Committee.

2. Public Services & Infrastructure Committee (1/25/18)

3. Housing, Land Use & Transportation (1/25/18)

4. Health, Energy, Sustainability & Resiliency Committee (1/25/18)

5. Committee of the Whole: FY19 Utility Rates (1/25/18)

I. Legal

1. Announcement of an Attorney-Client Session, pursuant to Florida Statute 286.011(8), to be held on Thursday, February 15, 2018 at 4:00 p.m. or soon thereafter in conjunction with the lawsuit styled Joanne Lindsay, Employee/Claimant v. City of St. Petersburg, Employer, and Commercial Risk Management, Inc., Servicing Agent, OJCC Case No.: 17-027752SLR, DA 2/21/2011.

J. Open Forum

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

(Procurement)

1. Accepting a bid from Ajax Paving Industries of Florida LLC for the Citywide Street Milling and Resurfacing FY2018 Project, in the amount of $3,389,768.40, (Engineering Project No. 18003-130; Oracle Project Numbers 16179 and 16216).

2. Approving a three-year renewal of Microsoft licenses from SHI International Corp. for the Department of Technology Services and the Police Department, for a total cost of $2,154,509.91.

3. Approving the renewal of a blanket purchase agreement with Ferris Pools Inc. for pool maintenance services for the Parks and Recreation Department, at an estimated two-year cost of $200,000, for a total contract amount of $538,200.

(Public Works)

4. Approving Amendment No. 2 to the Architect/Engineering Agreement dated November 17, 2016 between the City of St. Petersburg, Florida and ASRus, LLC (A/E), as amended, for injection well services during construction, late track design services, and services during construction for the late track improvements to the SWWRF Reclaimed Water and Injection Well Improvements project in an additional amount not to exceed $1,678,496, for a total contract amount not to exceed of $3,356,496 (Engineering Project No. 16110-111; Oracle No. 15838); authorizing the Mayor or his designee to execute Amendment No. 2 and all documents necessary to effectuate this transaction.[MOVED TO SEWER REPORT AS E-3(a)]

5. Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) FOR SWFWMD to provide funding in an amount not to exceed $900,000 for the Stormwater Management Master Plan Update (Engineering Project No. 17037-110, Oracle No. 15775) and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $900,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues, to the Master Plan Update SW FY17 Project (15775).[MOVED TO SEWER REPORT AS E-3(b)]

6. Approving the First Amendment to the architect/engineering agreement dated September 1, 2017 between the City of St. Petersburg, Florida and CH2M Hill Engineers, Inc. (A/E), for A/E to provide professional engineering services related to Phase II of the Stormwater Management Master Plan Update Project in an amount not to exceed $2,726,686.67;
providing that the total contract amount shall not exceed $2,992,265.86 (Engineering Project Number 17037-110; Oracle Project Number 15775); authorizing the Mayor or his designee to execute the First Amendment.[MOVED TO SEWER REPORT AS E-3(c)]
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the renewal of a blanket purchase agreement with Forest Recovery Services, LLC for debt collection services, at an estimated annual cost of $87,000 for a total contract amount of $444,000.

2. Awarding an agreement to Stantec Consulting Services, Inc. for the Tiered Stormwater Utility Rate Development and Implementation, at an estimated contract cost of $422,416; approving a supplemental appropriation in the amount of $362,416 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement and Traffic Operations Department (400), Tiered Utility Rate Study Project (16244); and providing an effective date.

3. Approving a three-year blanket purchase agreement with Safety Products, Inc., for barricades, cones, and related products, at an estimated annual cost of $40,000, for a total contract amount of $120,000.

(City Development)

4. Resolution approving the plat of Booker Creek Subdivision, generally located at 630 and 638 11th Avenue South. (City File 17-20000013)

5. Authorizing the Mayor, or his designee, to execute a License Agreement with CSX Transportation, Inc., to allow the City of St. Petersburg to use a portion of the railroad Right-of-Way at 38th Avenue North for access to the City-owned 38th Avenue North Stormwater Pump Station for maintenance purposes, on a year-to-year basis with an initial annual rental rate of $450.00.

6. Authorizing the Mayor, or his designee, to execute a Subordination Agreement with the Florida Department of Transportation (“FDOT”) to subordinate the City of St. Petersburg’s interest in a portion of a public utility easement at 94th Avenue North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, associated with FDOT’s Parcel No. 102.02.

7. Authorizing the Mayor, or his designee, to execute a Deed to convey the City of St. Petersburg’s interest in a portion of 16th Street North, between 94th Avenue North and the Gandy Boulevard North frontage road, in St. Petersburg, Florida to the Florida Department of Transportation (“FDOT”), referred to as FDOT’s Parcel No. 103.01.
8. Authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 2136 - 9th Avenue South, St. Petersburg, to Christopher Kenrick for $10,000.[MOVE TO REPORTS AS E-4]

9. Authorizing the Mayor or his designee to execute an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport’s Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg’s Skyway Clam Bayou Trail; Approving a rescission in the amount of $8,935 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of $83,215 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904); Approving a supplemental appropriation in the amount of $92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescissions to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD); and providing an effective date.

(Leisure Services)

10. Authorizing the Mayor or his designee to accept a State of Florida Department of Environmental Protection Subgrant (“Grant”) as part of the Florida Coastal Management Program for Little Bayou Park Coastal Improvements at a maximum reimbursement amount not to exceed $20,000 and to execute a Grant Agreement along with all other necessary documents; approving a supplemental appropriation in the amount of $20,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these revenues to the Parks & Recreation South District (1902369), Little Bayou Park Coastal Improvements Project (TBD).

(Public Works)

11. Authorizing the Mayor or his designee to execute Task Order No. 17-01-MN/MMP to the architect/engineering agreement between the City of St. Petersburg, Florida and Moffatt and Nichol, Inc. (“A/E”) dated June 15, 2017 for A/E to provide professional engineering services related to conducting an annual year 2018 structural inspection and evaluation of select Municipal Marina Central and South Basin docks and seawalls/quaywalls in an amount not to exceed $55,579 (Engineering Project No. 18061-119; Oracle No. 15618).

12. Authorizing the Mayor or his designee to execute Task Order No. 16-04-AUS/W (“Task Order”) to the architect/engineering agreement between the City of St. Petersburg, Florida (“City”) and Arcadis U.S. Inc. (“A/E”) dated December 13, 2016 for A/E to provide project management, data collection, design, and permitting services for Washington Terrace Pumping Station and Chemical Injection & Feed System Project in an amount not to exceed $123,971.00 (Engineering Project No. 18065-111; Oracle No. 15785).

(Appointments)

13. Confirming the appointment of Susan C. Nichols as a regular member to the Social Services Allocations Committee to serve an unexpired three-year term ending September 30, 2018.


15. Confirming the reappointment of Jo Ann Malone as a regular member, Realtor Category to the Code Enforcement Board to serve a three-year term ending December 31, 2020.
Confirming the appointment of Jarrett P. Sanchez as a regular member to the Code Enforcement Board to serve a three-year term ending December 31, 2020.

16. Confirmation of Reappointment to the Arts Advisory Committee

17. Confirm the appointment and reappointment of regular members to the Nuisance Abatement Board.

18. Confirming the appointment by the Mayor of Dr. Kanika Tomalin as City Administrator.[MOVE TO REPORTS AS E-5 FOR GOOD NEWS]

(Miscellaneous)

19. Approving minutes of the December 7 and December 14, 2017 City Council meetings.

20. Resolution supporting HB 1261, SB 970 and any other proposed legislation providing for immunity from criminal prosecution anyone acting in good faith and seeking medical assistance for drug related overdoses; instructing the City Clerk to transmit this resolution to certain persons and entities.
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, January 25, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, January 25, 2018, 9:15 a.m., Room 100*

**Housing, Land Use & Transportation Committee**  
*Thursday, January 25, 2018, 10:30 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, January 25, 2018, 1:30 p.m., Room 100*

**Health, Energy, Sustainability & Resiliency Committee**  
*Thursday, February 25, 2018, 2:30 p.m., Room 100*

**Committee of the Whole: FY19 Utility Rates**  
*Thursday, January 25, 2018, 3:30 p.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, February 8, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, February 8, 2018, 9:15 a.m., Room 100*

**Health, Energy, Resiliency & Sustainability Committee**  
*Thursday, February 8, 2018, 10:30 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, February 8, 2018, 1:30 p.m., Room 100*

**City Council Meeting**  
*Thursday, February 8, 2018, 3:00 p.m., Council Chamber*
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

City Beautiful Commission
4 Regular Members
(Term expires 6/30/17)

Nuisance Abatement Board
1 Regular Member
Term expires 12/31/19

Nuisance Abatement Board
2 Alternate Members
Terms expire 8/31/19 and 11/30/19
PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.

2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
   a. Presentation by City Administration.
   b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.

4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.

5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
ORDINANCE No. 702-G

AN ORDINANCE AMENDING SECTIONS FIVE, SEVEN AND THIRTEEN OF ORDINANCE NO. 702-G; PROVIDING FOR AMENDED REGULATIONS PROHIBITING CERTAIN ACTIVITIES INCLUDING THE OPERATION, MANIPULATION, PROJECTION OR GUIDANCE OF ANY OBJECT WITHIN DEFINED ZONES WHICH COULD RESULT IN THE RECKLESS ENDANGERMENT OF PERSONS OR PROPERTY DURING RACE DAYS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A HEARING PROCESS TO RECOVER SEIZED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G in December, 2004; and

WHEREAS, Ordinance No. 702-G established a Race Zone and Clean Zone and regulations to be in effect in each; and

WHEREAS, the City Council has determined that the operation of uncontrolled objects of various types in the Race Zone and Clean Zone areas recklessly endangers race car drivers, spectators and other persons in the area; and

WHEREAS, the City Council has determined that Ordinance No. 702-G should be amended to prohibit activities that would cause the reckless endangerment of race car drivers and spectators and to promote the health, safety and welfare of the general public; and

WHEREAS, the City Council wishes to provide clear procedural due process guidelines for individuals wishing to recover property seized during Race Days.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: SECTION FIVE of Ordinance No. 702-G is hereby amended by deleting and replacing the text of subsection 10, to read as follows:

10. The operation of any unmanned aerial vehicle is prohibited.
   a. The term ‘operation’ shall include operating such vehicle over any portion of the Race Zone (whether the operator is within the Race Zone or not) and/or controlling the operation of such vehicle from within the Race Zone (whether the vehicle is over the Race Zone or not).
   b. The term ‘unmanned aerial vehicle’ includes any type of unmanned flying apparatus, including but not limited to, vehicles commonly referred to as ‘drones’, model planes, model helicopters, rockets, etc.
   c. Such vehicles could be propelled by gas, other petroleum products, batteries, other non-petroleum products, or any other method of propulsion.
d. Such vehicles are usually remotely controlled, but could be controlled by autonomous software or any other method of control except that there is no direct control by a person on the vehicle.
e. Such vehicles could be of any size.
f. Such vehicles could be used for either commercial or noncommercial purposes.

a. The operation, manipulation (via electronic guidance or physical tether), projection or guidance of any object outside the grasp of the human hand in a manner that would, in the eyes of a reasonable person, recklessly endanger race participants, personal or public property or any member of the general public within the Race Zone is prohibited.
b. The terms ‘operation’, ‘manipulation’, ‘projection’ or ‘guidance’ shall apply to any such object over or upon any portion of the Race Zone.
c. Such objects include but are not limited to toys, kites, streamers, free flying balloons, frisbees, baseballs, footballs, remote controlled devices, or any other object which within the eyes of a reasonable person would fall within the prohibition against reckless endangerment stated herein.
d. The prohibitions set forth in this subsection apply regardless of the size of the object, whether the object is being used for commercial, noncommercial or recreational purposes, or whether the object is manually or remotely controlled.

Section 2. SECTION SEVEN of Ordinance No. 702-G is hereby amended by deleting and replacing the text of subsection 8, to read as follows:

8. The operation of any unmanned aerial vehicle is prohibited.
a. The term ‘operation’ shall include operating such vehicle over any portion of the Clean Zone (whether the operator is within the Clean Zone or not) and/or controlling the operation of such vehicle from within the Clean Zone (whether the vehicle is over the Clean Zone or not);
b. The term ‘unmanned aerial vehicle’ includes any type of unmanned flying apparatus, including but not limited to, vehicles commonly referred to as ‘drones’, model planes, model helicopters, rockets, etc.
c. Such vehicles could be propelled by gas, other petroleum products, batteries, other non-petroleum products, or any other method of propulsion.
d. Such vehicles are usually remotely controlled, but could be controlled by autonomous software or any other method of control except that there is no direct control by a person on the vehicle.
e. Such vehicles could be of any size.
f. Such vehicles could be used for either commercial or noncommercial purposes.

a. The operation, manipulation (via electronic guidance or physical tether), projection or guidance of any object outside the grasp of the human hand in a manner that would, in the eyes of a reasonable person, recklessly endanger race participants, personal or public property or any member of the general public within the Clean Zone is prohibited.
b. The terms ‘operation’, ‘manipulation’, ‘projection’ or ‘guidance’ shall apply to any such object over or upon any portion of the Clean Zone.
c. Such objects include but are not limited to toys, kites, streamers, free flying balloons, frisbees, baseballs, footballs, remote controlled devices, or any other object which within the
eyes of a reasonable person would fall within the prohibition against reckless endangerment stated herein.

d. The prohibitions set forth in this subsection apply regardless of the size of the object, whether the object is being used for commercial, noncommercial or recreational purposes, or whether the object is manually or remotely controlled.

Section 3.

SECTION THIRTEEN of Ordinance No. 702-G is hereby amended to read as follows:

SECTION 13. Any person who violates any of the provisions of this ordinance shall be subject to a fine of $500 or may be sentenced to a definite term of imprisonment not to exceed 60 days. An object may be seized whenever a Police Officer has probable cause to believe that the object was used in a manner constituting a violation of Sections FIVE or SEVEN of this ordinance. The owner of the offending object may seek its return by filing with the City Clerk’s office a request for administrative hearing on the form required by the POD by 5:00 p.m. on the fifth business day following the seizure of the object and paying an administrative fee of $50. Such hearing shall be held within 5 business days of the POD’s receipt of the hearing request, and at said hearing the hearing master shall determine if there was probable cause under the ordinance to seize and impound the object. The burden of proving probable cause is upon the POD. It shall be a defense that the object was stolen or that the object was under the control of a person other than the object’s owner and the owner was not present at the time the object became subject to seizure and impoundment. The owner shall have the burden of proving this defense by a preponderance of the evidence. If the hearing master determines probable cause for the seizure exists, such object shall be held by the POD during the pendency of any ordinance violation court case brought by the POD under this ordinance. If no probable cause is found, the object shall be returned to the owner within 10 days and the administrative fee refunded. If such administrative hearing is not requested, and the ordinance violation case is concluded or no such case is brought by the POD, then the object shall be disposed of under the procedures provided for in F.S. 705.103.

Section 4.

All other provisions of Ordinance No. 702-G shall remain in full force and effect.

Section 5.

Language which is underlined represents additions and the language which is struck through represents deletions.

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.
Derrill McAteer
Assistant City Attorney
SAINT PETERSBURG CITY COUNCIL

Meeting of February 1, 2018

TO: The Honorable Lisa Wheeler-Bowman, City Council Chair, and Members of City Council

SUBJECT: Appeal of the Development Review Commission (DRC) denial of a Site Plan to construct a 23-story, 29-unit multi-family development, with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards at the southwest corner of 4th Avenue North and 1st Street North (356 1st Street North and 116 4th Avenue North). (City File 17-31000008 Appeal)

RECOMMENDATION: The Administration recommends that the appeal be GRANTED, thereby OVERTURNING the Development Review Commission’s DENIAL of the application and APPROVING the Site Plan with amended special conditions of approval.

INTRODUCTION: The subject property is located at the southwest corner of 4th Avenue North and 1st Street North (356 1st Street North and 116 4th Avenue North) in the Downtown neighborhood. The Development Review Commission (DRC) heard the subject application at the December 6, 2017 hearing. After hearing testimony from staff, the applicant’s agent (Todd Pressman), the registered opponent (William L. Hermann) and the public, the DRC made a motion to approve the request. The motion to approve failed by a vote of 0 to 7, thereby denying the request. A copy of the DRC staff report dated November 29, 2017, Results Letter dated December 8, 2017 and Meeting Minutes are attached as Exhibit A. An appeal to City Council was received on December 12, 2017 from the registered agent representing the property owner, First & Fourth Development, LLC, see attached Exhibit B.

BACKGROUND: The subject property is currently vacant and was previously approved in August 2005 for a 13-story building with 19 dwelling units, at a Floor Area Ratio (FAR) of 4.2, under the previous CBD-2 zoning designation. (Case #05-31000036). This approval expired on September 9, 2016.

CURRENT PROPOSAL: The applicant is seeking to construct a 23-story, 29-unit, multi-family development with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards at the southwest corner of 4th Avenue North and 1st Street North (356 1st Street North and 116 4th Avenue North). The Site Plan request is discussed in the attached DRC Staff Report, see Exhibit A.

DRC REVIEW AND DECISION: The DRC considered the application during the public hearing on December 6, 2017. The DRC heard testimony from City staff, the applicant, the registered opponent and twenty members of the general public, all opposed to the application. One additional blue card was filled out in opposition, but the citizen did not speak. The details of the
testimony are provided in the attached meeting minutes (see Exhibit A). After considering all of
the information provided and the testimony given, the DRC made a motion to approve the
request, which failed by a vote of 0 to 7.

THE APPEAL: As previously noted, the City Clerk’s office received one appeal. Staff’s analysis
of the appeal is addressed in this report.

PROCEDURES: Pursuant to Chapter 16, Section 16.70.010.6., appeals require a supermajority
vote of the City Council to overturn the DRC’s decision. The standard of review for the appeal is
de novo, which means that City Council may hear new evidence and may substitute its
judgment for that of the DRC. City Council may decide to retain, eliminate, or further amend
any of the conditions of approval, as amended. Adding new conditions of approval is also
permissible. The burden of proof for all appeals is on the Appellant.

The relevant legal criteria for this appeal of a Site Plan approval are found in Chapter 16,
Section 16.70.040.1.4.D. are noted below. It is the responsibility of the DRC to evaluate and
weight these criteria in making their determination.

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

1. The use is consistent with the Comprehensive Plan;
2. The property for which a site plan review is requested shall have valid land use and zoning for the
   proposed use prior to the public hearing;
3. Ingress and egress to the property and proposed structures with particular emphasis on automotive
   and pedestrian safety, separation of automotive and bicycle traffic and control, provision of
   services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and
   emergency. Access management standards on State and county roads shall be based on the
   latest access management standards of FDOT or the county, respectively;
4. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to
   driveways and internal traffic patterns within the proposed development with particular reference to
   automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or
   catastrophe, and screening and landscaping;
5. Traffic impact report describing how this project will impact the adjacent streets and intersections.
   A detailed traffic report may be required to determine the project impact on the level of service of
   adjacent streets and intersections. Transportation system management techniques may be
   required where necessary to offset the traffic impacts;
6. Drainage of the property with particular reference to the effect of provisions for drainage on
   adjacent and nearby properties and the use of on-site retention systems. The Commission may
   grant approval of a drainage plan as required City ordinance, county ordinance, or SWFWMD;
7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility
   and harmony with adjacent properties;
8. Orientation and location of buildings, recreational facilities and open space in relation to the
   physical characteristics of the site, the character of the neighborhood and the appearance and
   harmony of the building with adjacent development and surrounding landscape;
9. Compatibility of the use with the existing natural environment of the site, historic and
   archaeological sites, and with properties in the neighborhood as outlined in the City’s
   Comprehensive Plan;
10. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of
    similar or the same uses and structures, on property values in the neighborhood;
11. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of
    similar or the same uses and structures, on living or working conditions in the neighborhood;
12. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external
    harmony and compatibility with uses inside and outside the proposed development and to control
    adverse effects of noise, lights, dust, fumes and other nuisances;
13. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated
    operations and expansion thereof;
14. Landscaping and preservation of natural manmade features of the site including trees, wetlands,
    and other vegetation;
15. Sensitivity of the development to on-site and or adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;
16. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;
17. Meets adopted levels of service and the requirements for a certificate of concurrency by complying with the adopted levels of service for: a. Water. b. Sewer. c. Sanitation. d. Parks and recreation. e. Drainage

STAFF ANALYSIS: The following analysis provides an overview of the significant issues raised at the DRC hearing as they relate to the relevant code criteria.

Issue #1: Compliance with the comprehensive plan
Applicable Criteria: 16.70.040.1.45.D 1. The use is consistent with the Comprehensive Plan.

Below are objectives and policies that demonstrate that the use is consistent with the Comprehensive Plan, bolded for emphasis. The subject property is located in the downtown, within the Intown Activity Center and Intown Redevelopment Area. The downtown and Intown Activity Center were established by the City to encourage urban development with a significantly higher intensity and density than other parts of the City.

OBJECTIVE LU2:
The Future Land Use Element shall facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity centers and other appropriate areas.

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

Policy: LU2.2 The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas. (Note: Site is located within Intown Activity Center, established in LU2.1.)

Policy: LU2.3 To attract large scale quality development and assure the proper coordination, programming and timing of City services in the activity centers the City shall continue to develop, evaluate and implement appropriate activity center development incentives.

OBJECTIVE LU3:
The Future Land Use Map (Map 2) shall specify the desired development pattern for St. Petersburg through a land use category system that provides for the location, type, density and intensity of development and redevelopment. All development will be subject to any other requirements, regulations and procedures outlined in the land development regulations including, but not limited to: minimum lot size, setback requirements, density, floor area ratio, and impervious surface ratio.

LU3.1 The Future Land Use Element contains the following categories:

3. Central Business District (CBD) - Allowing a mixture of higher intensity retail, office, industrial, service and residential uses up to a floor area ratio of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations. Increased floor area ratios may be permitted as a bonus for developments that provide additional amenities or other improvements that achieve CBD design and development objectives. Application of this category is limited to the Intown Sector. This category shall not be applied without development of, and CPA approval of, a special area plan.
OBJECTIVE LU23:
The City shall support sustainable land development patterns through the LDRs and the Comprehensive Plan.

LU23.2 The City's development review policies and procedures shall acknowledge the GHG emission reduction impacts of higher density development and the negative impacts of sprawling, low-density development.

LU23.3 The City's LDRs shall continue to support greater development intensity within the Corridor and Center zoning districts, particularly where located along fixed transit lines and around transit stops and stations.

Vision Element
2.3
The basic physical framework of Neighborhoods, Corridors and Centers provides three fundamental areas where second generation growth may occur. The City is already experiencing this trend as Traditional Neighborhoods undergo reinvestment and revitalization, and various Corridors and Downtown experience significant redevelopment. This pattern is natural to the organic changing nature of cities. There is new opportunity to use Citizen Based Themes as a Value system to protect special places, improve areas to better meet desired themes, and remake areas that are not consistent with the desired Vision. In short, the strategy is:

Centers: St. Petersburg has three City Centers (Downtown, Tyrone, Gateway) where people come together for shopping, entertainment, work and play.

Traditional City Center-Downtown:
The Downtown was the City's original city center. Since the beginning, the downtown was a dynamic 24-hour activity center. The downtown offered all aspects of living. Housing was a large component of the downtown with numerous tourist oriented hotels and apartment buildings.

The downtown consists of a gridded roadway network with wide streets, on-street parking, wide sidewalks and substantial commercial style buildings which created a pleasant pedestrian environment. Alleys allow utilitarian functions to take place separately from the public realm. Street cars assisted with public transportation and connected outward to the City's surrounding neighborhoods. Throughout the downtown there was a generous sprinkling of parks and civic buildings.

Shortly after the financial boom of the late 1960's the downtown began to decline. Retail, restaurants and entertainment uses favored suburban locations. National solutions to redevelopment such as the creation of business centers, major sporting venues and upscale retail and entertainment complexes were utilized. By the 1990's, the downtown was starting to re-awake. Today the downtown offers many amenities, a unique traditional setting with large scale, mixed use commercial buildings, renovated historic buildings, and an active street life.

Centers: The City's Downtown is beginning an exciting period of rediscovery and renewal that provides a Vision for 2020. With the functional completion of greenfield residential development on the peninsula, there is new activity in downtown housing. This is a result of several factors including available land, frustration with extensive auto commutes, desire for proximity to employment, and renewed interest in the vitality of urban living.
This practice of decreasing the physical distance between home, work, shopping and schooling is a highly sustainable practice that leads to innumerable benefits to the City. Resulting reinvestment into downtown’s historic structures and neighborhoods is being coupled with new infill development in traditional urban formats such as townhomes and mixed use apartment buildings that have not been offered for decades. Refurbishment of the Vinoy Hotel, the recently constructed Baywalk shopping center, and an anticipated grocery bring new activity to downtown as evidence of the rebirth. As in the decades before, commercial activities are following housing growth and the result is the renewal of the public realm:

Downtown.

Consistent with Citizen Themes and Values, Downtown is envisioned as an urban village, led by an active mix of uses based on the denominator of healthy residential in many forms. Streets should be livable and active with pedestrian life, suitable for both retailing and residential. This requires improved streetscapes, calm traffic, on-street parking, proximate transit access and two-way road relationships. The streets should link to enhanced civic parks, celebrated public buildings and a waterfront with increased public access.

Center Recommendations:
Downtown Recommendations:
• Protect and enhance the unique character of the downtown including the waterfront parks system, and wide pedestrian oriented streets.
• Encourage mixed use projects which provide appropriate densities, buildings with continuous street edges and share amenities such as parking.
• Streets should be lively, active, pedestrian oriented, safe and clean.
• There should be a variety of transit opportunities including pedestrians, trolleys, taxies, bikes and vehicles.
• Surface parking lots should be encouraged to be redeveloped with urban style buildings. Encourage shared parking in well designed structures featuring retail and other pedestrian activities on the first floor.
• Civic uses should be reinforced, protected and expanded and should be available to all members of the community.
• Preserve noteworthy buildings through renovation and adaptive reuse.
• Where existing buildings are replaced, quality redevelopment shall occur which is consistent with the context of St. Petersburg. Architecture which is generic or utilitarian should be discouraged.
• Evaluate existing redevelopment plans to reflect desired community form and development potential.

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

Policy:
V1.1 Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles followed in the formal planning process.
Intown Redevelopment Plan:
LU13.1 Development proposals in community redevelopment areas shall be reviewed for compliance with the goals, objectives and policies of the Comprehensive Plan and the goals, objectives and policies of the applicable adopted redevelopment plan including:
1. Intown Redevelopment Plan;

Issue #2: Height/Compliance with the zoning code
Applicable Criteria: 16.70.040.1.45.D 2. The property for which a site plan review is requested shall have valid land use and zoning for the proposed use prior to the public hearing;

The subject property is located in the DC-2 zoning. As demonstrated in the attached staff report prepared for the DRC, Staff determined that the proposed project is in compliance with the comprehensive plan and the zoning district standards. The general description of the DC-2 district is as follows (bolded for emphasis):

"16.20.120.3.3. Downtown Center-2 (DC-2). This district provides for intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods, including the domed stadium. The district also allows support retail and office uses which assist the residents with the daily needs of living within this highly urbanized neighborhood. The district establishes performance standards and design guidelines appropriate to urban form residential buildings. Heights in this district begin to taper down as development sites become less proximate to the core and transition to surrounding neighborhoods. However, base setbacks still apply, creating a pedestrian-scale environment at the sidewalk level."

Allowable height is specified in section 16.20.120.7. which states that "the height restrictions do not correlate directly to the zoning districts. They are designed to concentrate heights within the core area of the downtown and then step down toward the surrounding neighborhoods. The height map establishes the specific locations of height restrictions." The subject site is within Area C, shown in pink on the height map, attached as Exhibit C. Area C surrounds the core (shown in orange) on the north, south and west. The next block to the north of the subject block is within Area D, which provides the referenced step-down to the single-family residential area north of 5th Avenue North. The next block to the east is within Area A, which is also a step-down from Area C. This map is utilized as the regulatory tool to define and implement the "taper down" concept noted in the description of the DC-2 zoning district.

The "Previously Approved/Constructed Projects" map dated January 2018 demonstrates heights for other high-rise buildings in the immediate vicinity of the subject application, see attached Exhibit C. Two of these buildings were approved under the current code, and two under previous codes. As shown on the map, four properties (highlighted in blue) within Maximum Building Height Area A (a step-down from Area C, highlighted in pink) on the blocks to the east include:

1. The Bliss, a 18-story building with 30 dwelling units, or 65 dwelling units per acre, at a 4.0 FAR (approved October 1, 2014)
2. Parkshore Plaza, a 29-story building with 120 units, or 261 dwelling units per acre, at a 4.0 FAR (approved June 2, 2014)
3. Presbyterian Towers, a 15-story building with 210 dwelling units, or 157 dwelling units per acre, at a 2.77 FAR (constructed 1968)
4. 400 Beach, a 30-story building, with 150 dwelling units, or 69 dwelling units per acre, at a 4.0 FAR (approved July 7, 2004)
Previously approved projects to the north across 41st Avenue North in Maximum Building Height Area D (which constitutes a step-down from Area C, highlighted in green) include:

1. 145 41st Avenue North, a 16-story building with 72 units, a density of 125 units per acre, or 6.0 FAR. This project was approved by DRC and then appealed to City Council. City Council denied the appeal, thereby approving the project on June 5, 2014. The project was not constructed, and a townhouse project is currently under construction on the subject parcel.
2. W Plaza, a 14-story building with 56 dwelling units, or 159 dwelling units per acre, at a 6.0 FAR, (approved May 4, 2005) and
3. 475, a 7-story building with 22 dwelling units, or 78 dwelling units per acre, at a 3.98 FAR (approved April 6, 2005).

One of these buildings was approved under the current code, and two under previous codes.

In summary, Area A, which is considered a step-down from Area C, contains four high-rise buildings ranging from 15 to 30 stories and Area D, which is also considered a step-down from Area C, contains three high-rise projects ranging from 7 stories to 14 stories. The proposed project is 23-stories, and therefore is consistent with the intent of the DC-2 district to taper down from the core and with the allowable height section which provides for step down in height to the surrounding neighborhoods.

Intensity of development is specified under Section 16.20.120.6. - Development potential, which establishes a base Floor Area Ratio (FAR) of 3.0 in this district, and allows up to 7.0 through the use of Bonuses. Section 16.20.120.6.2 states that “All projects within the downtown center districts may utilize bonuses to receive greater development rights. These bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights.” The subject application included a request for bonuses for workforce housing, screening of the structured parking and public art.

Section 16.20.120.7.2 specifies that the required interior setback is 7.5 feet, to provide 15-feet between buildings. The site plan as submitted shows compliance with this minimum requirement.

The Public Participation Report was not attached to the DRC Staff report, and is attached hereto as Exhibit D in response to a question at the hearing regarding whether the report was prepared by the applicant.

**Issue #3: Compatibility**

**Applicable Criteria:** 16.70.040.1.45.D.12. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

As previously noted, the proposed structure meets the minimum setback and screening requirements as specified by code. Testimony at the DRC hearing included concerns regarding fumes from the garage, due to the proximity of the open garage to the building on the north. Residents of the building testified that due to the lack of a central AC system, windows are frequently opened to provide ventilation. No evidence was provided at the hearing regarding this concern.

Testimony at the DRC hearing included concerns regarding the potential noise of an emergency generator. The applicant provided testimony in response stating that the generator could be located away from the residential building to the north, to minimize any sound impact.
The DRC evaluated this criteria after hearing testimony and expressed concerns regarding external harmony and compatibility with uses outside of the development.

As a response to testimony regarding odor and noise, staff is recommending that the following special condition of approval be added:

"14. Prior to approval of the building permit, the applicant shall demonstrate that the exhaust from the parking garage is vented away from the property to the north and shall relocate the emergency generator at the northeast corner of the building, to minimize noise disturbance to the adjacent residential neighbors to the south and west."

Issue #4: Historic Sensitivity
Applicable Criteria: 16.70.040.1.4.D.14 Sensitivity of the development to on-site and or adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;

The DRC evaluated this criteria after hearing testimony and evidence presented and expressed concerns regarding scale and mass of the proposed 23-story building in relation to the Flori-de-Leon.

The City of St. Petersburg recognizes historic preservation through listing in the National Register of Historic Places and local landmark designation and listing in the St. Petersburg Register of Historic Places. Only properties with a local landmark designation or those located within a local historic district are regulated through the formal Certificate of Appropriateness ("COA") process. The COA process mandates a detailed review by City staff and the Community Planning and Preservation Commission.

In this instance, the subject property is located within the Downtown St. Petersburg National Register District, but more importantly, it is not located within a designated local historic district. Consequently, the proposed development plan is not subject to the same level of scrutiny mandated for properties located within a designated local historic district meaning the height criterion normally applied through the COA process is not applicable here. The applicant is proposing a building that complies with the minimum building setback and maximum building height requirements prescribed by the zoning category.

Separate from the considerations pertaining to designated local historic districts and the requirement for a COA, there is a site plan requirement that this proposed development should consider, "Sensitivity of the development to on-site and or adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts." The Flori-de-Leon, which adjoins the subject property at the west boundary line, is an individually designated local landmark located within 200 linear feet. The building is 7-stories and includes 168 units.

During the DRC public hearing, the commission discussed a number of compatibility concerns relating to the proposed 23-story building and the adjacent local landmark. While this site plan condition is to be weighed against other site plan conditions and does not carry the same strength enforced through the COA process, City Staff acknowledges these concerns and similarly believes that the applicant could do more to help provide continuity between the proposed design and the adjacent local landmark. This does not mean that the building height should necessarily be reduced rather it means certain design changes could be incorporated into the proposed base that recognize horizontal elements of the adjacent landmark building.

Furthermore, historic buildings that pre-date mechanical cooling were designed using passive strategies, such as daylighting and natural ventilation. Testimony provided by residents of the
Flori-de-Leon confirms that the building does not include a centralized air-cooling system and that residents along the east face of the building regularly open windows for natural ventilation. For this reason, careful attention should be given to the placement of any generator(s) and the impact of vehicle exhaust venting at or near the shared property line. While the applicant has discussed alternatives subsequent to the DRC decision, we have not received any plan changes confirming their commitment.

City staff recommends careful consideration of the base articulation, location of mechanical equipment, and ventilation of the structured parking garage and is therefore recommending that the following special condition of approval be added:

"15. Additional design adaptations shall be incorporated to enhance horizontal continuity where the proposed building is closest to the Flori-de-Leon landmark along 4th Avenue North. Specifically, the pedestal of the proposed building shall be redesigned to include visual elements that acknowledge and demonstrate horizontal continuity with aesthetic features on the Flori-de-Leon landmark."

During the DRC hearing, concerns were also expressed about the potential for damage to the Flori-de-Leon during construction, and therefore staff is recommending that the following special condition of approval be added:

"16. The applicant shall provide active seismic monitoring during construction and shall meet the FDOT standard for compliance at the property lines. If the applicant exceeds the standard, the applicant shall submit a mitigation plan for review and approval to the Building Official."

SUMMARY: Staff found that the application complied with the applicable provisions of the Land Development Regulations (LDR's) and recommended approval to the Development Review Commission (DRC). The DRC considered all of the information provided in the staff report and presented during the public hearing and weighed the criteria in making their unanimous decision against the request. However, given the findings set forth in this report regarding compliance with the comprehensive plan and the DC provisions of the land development code, Staff recommends that the appeal of the DRC decision be granted and that the decision of the DRC be overturned, thereby approving the project, with the three additional recommended conditions.

PUBLIC COMMENTS: Prior to the public hearing, staff received twenty-two (22) emails from adjacent residents in opposition including one from the registered opponent. At the DRC hearing, in addition to the Registered Opponent, twenty citizens spoke in opposition, and one filled out cards noting objections but did not speak. A petition was submitted at the hearing with four signatures. Correspondence received is included in the staff report and in attached Exhibit E.

RECOMMENDATION: The Administration recommends that the City Council APPROVE Resolution "A" to grant the appeal thereby overturning the decision of the DRC to deny the application, and thereby approving the request with amended special conditions (see attached Exhibit F)

List of Exhibits:
Exhibit A: DRC staff report, Results letter and Meeting Minutes
Exhibit B: Request for Appeal dated December 12, 2017
Exhibit C: Height Map (Section 16.20.120.7) and Previously Approved/Constructed Projects Map dated January 2018
Exhibit D: Public Participation Report
Exhibit E: Additional Correspondence
Exhibit F: Resolutions A and B
CASE #17-31000008 APPEAL

EXHIBIT A

DRC staff report, Results letter
and Meeting Minutes
SITE PLAN REVIEW
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on December 6, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-31000008 PLAT SHEET: E-4

REQUEST: Approval of a site plan to construct a 23-story, 29-unit multi-family development. The applicant is requesting floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards.

OWNER: First and Fourth Development, LLC
4830 W. Kennedy Boulevard, Suite 445
Tampa, FL 33609-2583

REGISTER OPPONENT: William Herrmann
130 4th Avenue North
St. Petersburg, FL 33701

ADDRESS: 356 1st Street North
116 4th Avenue North

PACEL IDs 19-31-17-74466-012-0031
19-31-17-74466-012-0013

LEGAL DESCRIPTION ON-FILE

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Application Review:

I. **Procedural Requirements:** The applicant has met and complied with the procedural requirements of Section 16.10.020.1 of the Municipal Code for a multi-family development which is a permitted use within the DC-2 Zoning District.

II. **Discussion and Recommendations:**

**Request:**
The applicant seeks approval of a site plan to construct a 23-story, 29-unit multi-family development. The applicant is requesting a floor area ratio bonus and a variance to the Albert Whitted Airport Overlay Height Standards. The subject property is located at the southwest corner of 4th Avenue North and 1st Street North.
Proposal:
The subject property is currently vacant. The proposed building will consist of a slender 18-story tower sitting on top of a five-story base. The base of the building consist of 60 parking spaces and will occupy the majority of the subject property. The 18-story tower is 120 feet in length and 35 feet in width, and will be located towards the two street sides of the property.

The ground floor of the residential tower will consist of a lobby, bicycle and vehicular parking. Floors two through five will have 12 vehicular parking spaces per floor and bicycle parking. Residential units will be accommodated in the remaining 18 floors. Vehicular access to the parking garage will be from a one-way ingress driveway from 4th Avenue North and egress from the parking garage will be to 1st Street North. Access to the upper levels of parking will be from a car-freight elevator, instead of a traditional ramp. Pedestrian access to the building will be from the public sidewalk along 4th Avenue North.

The proposed architectural style of the building will be contemporary. The base of the tower will have ample amount of glazing and will be oriented towards 4th Avenue North. The tower portion of the building will have an ample amount of glazing on all four sides. The applicant will integrate projecting balconies and recess and projections on the façade. These architectural features help break down the overall mass of the building.

FLOOR AREA RATIO BONUSES:
The base Floor Area Ratio (FAR) within the DC-2 district is 3.0. The applicant is requesting a bonus of 4.0 FAR for a total FAR of 7.0, which can only be granted by the Development Review Commission (DRC) upon demonstration that the project qualifies for the bonuses.

The applicant is requesting approval of the following bonus:

1. 1.5 FAR - Provide financial support to the City’s Housing Capital Improvements Projects (HCIP) Trust Fund or its successor fund equal to one-quarter of one percent or more of the total construction cost per each 0.5 of FAR bonus.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.5. The total construction cost of the project is approximately $5 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 1.5, the applicant will be required to provide one quarter of one percent of the total construction cost to the HCIP Trust Fund. Based on the estimated construction cost, a minimum of $12,500 shall be paid to the HCIP Trust Fund. The applicant shall provide the funds to the City prior to the release of building permits. A condition has been added to this report to address this.

2. 0.5 FAR - Make structured parking not visible to the streets with an architecturally compatible design above the base to create an attractive and architectural screen to structured parking.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 0.5. To qualify for the bonus, the applicant will be required to screen floors two through four of the parking garage along 1st Street North and 4th Avenue North with an architecturally compatible design. The parking garage will be screened from the abutting rights-of-way with architectural metal grid work, art and vegetation. The plans and elevations demonstrate compliance with criterion.
3.2 FAR – Provide public art as an integral part of the pedestrian-level sidewalk area or required ground level open space, or as a decorative crown element of a building that includes night lighting. The value of such feature shall be equal to one-quarter of one percent or more of the total construction cost per 0.5 of FAR bonus. All public art shall be visually accessible to the public.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 2.0. The total construction cost of the project is approximately 15 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 2.0, the applicant will be required to provide one quarter of one percent of the total construction cost towards art. Based on the estimated construction cost, a minimum of $150,000 shall be allocated towards art. The applicant propose to install art along the pedestrian level of the building and throughout the façade of the parking garage. The proposed art shall be approved by the City prior to the release of building permits. A condition has been added to this report to address this.

Variance:

**Airport Zoning Overlay Height Standards**

<table>
<thead>
<tr>
<th>Required:</th>
<th>158 Above Mean Sea Level (AMSL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed:</td>
<td>324 Above Mean Sea Level (AMSL)</td>
</tr>
<tr>
<td>Variance:</td>
<td>166 Above Mean Sea Level (AMSL)</td>
</tr>
</tbody>
</table>

The DC-2 zoning district has an unlimited building height. The Albert Whitted Airport Zoning Ordinance permits a maximum building height of 158 feet AMSL by right. The proposed building will be 300 feet from grade and 324 AMSL. The applicant is requesting a variance to allow for a height of 324 feet AMSL. The applicant has submitted an application to the Federal Aviation Administration requesting approval of the additional height. The FAA issued a Notice of No Hazard to Air Navigation on October 31, 2017, for a building of 324 feet AMSL. In addition to securing the FAA approval, the applicant provided sufficient responses to each of the review criteria as required by the Code. To promote an urban downtown and urban form, variances to the airport zoning restrictions are appropriate where no safety concerns are identifiable related to airport operations. The DRC has granted a number of variances for similar projects elsewhere in the downtown area. Given these considerations, Staff recommends approval of the variance.

The applicant worked with the City’s Transportation Department regarding the project’s access drives, see attached correspondences.

**Public Comments:**
Staff has received a two phone calls and two emails either requesting additional information or expressing objections. An adjacent property owner has registered as an opponent.

**III. RECOMMENDATION:**
A. Staff recommends the following:
   1. APPROVAL of the floor area ratio bonuses.
   2. APPROVAL of the variance to the Airport Zoning Overlay Height Standards.
   3. APPROVAL of the site plan, subject to the conditions in the staff report.
B. SPECIAL CONDITIONS OF APPROVAL:
1. The project shall be subject to final review and approval by the Community Redevelopment Agency.
2. The structured parking shall be screened from 1st Street North and 4th Avenue North with an architecturally compatible design as required to receive the F.A.R. bonus. The final design shall be subject to approval by staff. Should the proposed vegetative screening fail to provide sufficient visual screening at time of planting or fail to be maintained in the future to provide such screening, additional architectural metal grill work or artwork shall be provided in lieu of vegetation.
3. The applicant shall provide three-quarters of one percent or more of the total construction cost to the HICP Trust Fund. The funds shall be provided to the City prior to the release of building permits.
4. The applicant shall allocate one percent or more of the total construction cost towards public art. The proposed art shall be approved by the City prior to the release of building permits.
5. The public sidewalk abutting the subject property shall be widened to a minimum of 10-feet prior to the issuance of the certificate of occupancy.
7. The final streetscape and hardscape plan for the abutting streets shall be approved by Staff.
8. Building materials at the street level shall include materials such as metal, stone, brick, precast masonry, glass, stucco or other similar hard surface material. The use of dryvit, EIFS, or other artificial material shall not be permitted.
9. Bicycle parking shall be provided as required by Section 16.40.090.
10. Exterior lighting shall comply with Section 16.40.070.
11. Mechanical equipment shall be screened from the abutting rights-of-way.
12. Construction of piers and/or caissons shall be by auger method unless geotechnical data supports a finding that such a method is impractical or impossible.
13. The site plan shall be modified as necessary to comply with the comments in the Engineering Department’s Memorandum dated November 6, 2017, including modification to the proposed gate locations to provide two required vehicular stacking spaces for the car elevator.

C. STANDARD CONDITIONS OF APPROVAL

(All or Part of the following standard conditions of approval may apply to the subject application. Application of the conditions is subject to the scope of the subject project and at the discretion of the Zoning Official. Applicants who have questions regarding the application of these conditions are advised to contact the Zoning Official.)

ALL SITE PLAN MODIFICATIONS REQUIRED BY THE DRC SHALL BE REFLECTED ON A FINAL SITE PLAN TO BE SUBMITTED TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT BY THE APPLICANT FOR APPROVAL PRIOR TO THE ISSUANCE OF PERMITS.
Building Code Requirements:

1. The applicant shall contact the City’s Construction Services and Permitting Division and Fire Department to identify all applicable Building Code and Health/Safety Code issues associated with this proposed project.

2. All requirements associated with the Americans with Disabilities Act (ADA) shall be satisfied.

Zoning/Planning Requirements:

1. The applicant shall submit a notice of construction to Albert Whitted Field if the crane height exceeds 190 feet. The applicant shall also provide a Notice of Construction to the Federal Aviation Administration (FAA), if required by Federal and City codes.

2. All site visibility triangle requirements shall be met (Chapter 16, Article 16.40, Section 16.40.160).

3. No building or other obstruction (including eaves) shall be erected and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery, and hedges of a type approved by the City.

4. The location and size of the trash container(s) shall be designated, screened, and approved by the Manager of Commercial Collections, City Sanitation. A solid wood fence or masonry wall shall be installed around the perimeter of the dumpster pad.

Engineering Requirements:

1. The site shall be in compliance with all applicable drainage regulations (including regional and state permits) and the conditions as may be noted herein. The applicant shall submit drainage calculations and grading plans (including street crown elevations), which conform with the quantity and the water quality requirements of the Municipal Code (Chapter 16, Article 16.40, Section 16.40.030), to the City’s Engineering Department for approval. Please note that the entire site upon which redevelopment occurs shall meet the water quality controls and treatment required for development sites. Stormwater runoff release and retention shall be calculated using the rational formula and a 10-year, one-hour design storm.

2. As per Engineering Department requirements and prior to their approval of any permits, the applicant shall submit a copy of a Southwest Florida Water Management District (or Pinellas County Ordinance 90-17) Management of Surface Water Permit or Letter of Exemption to the Engineering Department and a copy of all permits from other regulatory agencies including but not limited to FDOT and Pinellas County required for this project.

3. A work permit issued by the Engineering Department shall be obtained prior to commencement of construction within dedicated rights-of-way or easements.

4. The applicant shall submit a completed Storm Water Management Utility Data Form to the City’s Engineering Department for review and approval prior to the approval of any permits.

5. Curb-cut ramps for the physically handicapped shall be provided in sidewalks at all corners where sidewalks meet a street or driveway.
Landscaping Requirements:

1. The applicant shall submit a revised landscape plan, which complies with the plan approved by the DRC and includes any modifications as required by the DRC. The DRC grants the Planning & Economic Development Department discretion to modify the approved landscape plan where necessary due to unforeseen circumstances (e.g. stormwater requirements, utility conflicts, conflicts with existing trees, etc.), provided the intent of the applicable ordinance(s) is/are maintained. Landscaping plans shall be in accordance with Chapter 16, Article 16.40, Section 16.40.060 of the City Code entitled “Landscaping and Irrigation.”

2. Any plans for tree removal and permitting shall be submitted to the Development Services Division for approval.

3. All existing and newly planted trees and shrubs shall be mulched with three (3) inches of organic matter within a two (2) foot radius around the trunk of the tree.

4. The applicant shall install an automatic underground irrigation system in all landscaped areas. Drip irrigation may be permitted as specified within Chapter 16, Article 16.40, Section 16.40.060.2.2.

5. Concrete curbing, wheel stops, or other types of physical barriers shall be provided around/within all vehicular use areas to protect landscaped areas.

6. Any healthy existing oak trees over two (2) inches in diameter shall be preserved or relocated if feasible.

7. Any trees to be preserved shall be protected during construction in accordance with Chapter 16, Article 16.40.060.5 and Section 16.40.060.2.1.3 of City Code.

IV. CONSIDERATIONS BY THE DEVELOPMENT REVIEW COMMISSION FOR REVIEW (Pursuant to Chapter 16, Section 16.70.040.1.4 (D)):

A. The use is consistent with the Comprehensive Plan.

B. The property for which a Site Plan Review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;

C. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and County roads shall be based on the latest access management standards of FDOT or Pinellas County, respectively;

D. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;

E. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;
F. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval, of a drainage plan as required by city ordinance, County ordinance, or SWFWMD;

G. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;

H. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;

I. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;

J. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;

K. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood;

L. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

M. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;

N. Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;

O. Sensitivity of the development to on-site and adjacent (within two-hundred (200) feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;

1. The site is not within an Archaeological Sensitivity Area (Chapter 16, Article 16.30, Section 16.30.070).

2. The property is not within a flood hazard area (Chapter 16, Article 16.40, Section 16.40.050).

P. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;

Q. Meets adopted levels of service and the requirements for a Certificate of Concurrency by complying with the adopted levels of service for:
   a. Water.
   b. Sewer (Under normal operating conditions).
   c. Sanitation.
   d. Parks and recreation.
   e. Drainage.
The land use of the subject property is: **Central Business District**

The land uses of the surrounding properties are:

North: Central Business District and Transportation/Utility  
South: Central Business District  
East: Central Business District  
West: Central Business District

REPORT PREPARED BY:

COREY MALYSZKA, Urban Design and Development Coordinator  11-29-17

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)  11-29-17
Planning and Economic Development  
Development Review Services Division
WEST ELEVATION
SCALE: 1" = 30'-0"
BEZU Condominium

This new 29-unit multi-family residential condo tower is located on the S.W. corner of 4th Ave N. and 1st street North NE in beautiful downtown St. Petersburg, Florida. The new residential tower will consist of the first 5 floors of parking and 18 floors above the parking with 29 residential units. This boutique condominium project, due to a restricted site size will use car freight elevators for vertical access to the garage floor parking levels. The design concept of Bezu tower will consist of a modern sleek clean contemporary style of architecture which will be in sync with all new large scale residential developments in this area and will enhance the look of St. Petersburg skyline. The building’s public area will emphasize art and technology and enhance the experience of downtown visitors.
September 28, 2017

City of St. Petersburg
Construction Services & Permitting
1 4TH Street North
St. Petersburg, Fl 33701
Attention Corey Malyszka

Re: Bezu Condominiums

Dear Mr. Malyszka:

The following is a breakdown of the FAR for the proposed project:
Base approval – 3.0 FAR

FAR Bonuses:
Make structured parking not visible from streets (not alleys) with an architecturally compatible design above the base to create an attractive and architectural screen to structured parking.
Proposal: The proposed building will screen the parking garage from street views by implementing a combination of art sculptures and architectural metal grid work along with vegetation on the grid work. The implementation of these elements will give a pleasing pedestrian scale while architecturally screening the parking garage from street views. The grill work will be of sufficient spacing to adequately screen the view of the cars. The vegetation screening will be a gridwork attached to the parking garage structure. Planters on strategic floors of the parking garage will allow vine vegetating to grow on the gridwork. The vegetation will be selected by a licensed arborist or landscape architect and chosen for its evergreen qualities, its hardiness for this planting zone and its appearance. The condo association will be required to maintain the vegetation, and the beds will be irrigated. See attached cut sheets on installation details. - 0.5 FAR
Provide public art as an integral part of the pedestrian level sidewalk area or required ground level open space, or as a decorative crown element of a building that includes night lighting. The value of such feature shall be equal to one quarter of one percent or more of the total construction cost per 0.5 of FAR bonus. All public art shall be visually accessible to the public.
Proposal: The proposed building’s main design theme will be art incorporated into the architecture. Art will be provided thru-out the building. To meet this FAR requirement art sculptures and exterior paintings will be provided in an art walk area open to the public during regular business hours. Art will also be intermixed on pedestrian level facades and dispersed thru out the parking levels as sculptures and fine metal work helping to screen parking from the streets. The art will be valued at or above the amount stated above. The projected cost of the project is estimated at 15 million dollars. - 2.0 FAR

Support work force housing:
Provide financial support to the city’s housing capital improvements projects(HCIP) trust fund or its successor fund equal to one quarter of one percent or more of the total construction cost per 0.5 of FAR bonus.
Proposal: The developer will pay in the amount stated above to the fund(s) directed by the city in support of work force housing. The projected cost of the project is estimated at 15 million dollars. - 1.5 FAR

Total Proposed:  **FAR=7.0**

Sincerely,

Joseph Lacki
President
September 12, 2017

City of St. Petersburg
Construction Services & Permitting
1 4TH Street North
St. Petersburg, FL 33701
Attention Corey Malyszka

Re: Bezu Condominiums
   Special Exception Application-Airport Zoning Variance

Dear Mr. Malyszka:

The following is our response to the review criteria for Application for variance Airport Zoning-Albert Whitted Field:

1. The nature of the terrain and the height of existing structures;
   The terrain of the site is sloping down from west to east, with the average height at 24’ AMSL. The site is currently cleared and there are no existing structures.

2. Public and private interests and investments;
   The project will bring more residences and vibrancy to the growing downtown, bringing tax money to the city.

3. The character of flying operations and planned developments of airports;
   The project does not affect any flying operations or planned developments of Albert Whitted.

4. Federal airways as designated by the Federal Aviation Administration that lie within the radii described in the airport zones;
   The proposed project is in the horizontal zone of Albert Whitted and not in any approaches.

5. Whether the construction of the proposed structure would cause an increase in the minimum descent altitude or the decision height at the affected airport;
   Since the project is not in an approach area of the airport, this will not be affected.

6. Technological advances;
The project uses car elevators.

7. The safety of persons on the ground and in the air;
The project will not adversely affect safety of persons on the ground or in the air.

8. Land use density;
The project abides by all zoning densities for the zoning district.

9. The safe and efficient use of navigable airspace;
The proposed building will not adversely affect navigable airspace.

10. The cumulative effects on navigable airspace of all existing structures, proposed structures identified in the applicable jurisdictions' Comprehensive Plans, and all other known proposed structures in the area.
The project in no way negatively affects any of these elements.

Sincerely

Joseph Lacki
President
Elizabeth Abernethy

From: Joe Lacki <jlacki@architectonicsstudio.com>
Sent: Monday, October 16, 2017 3:01 PM
To: Gina Driscoll
Cc: Elizabeth Abernethy; Corey D. Malyszka; Michel Regignano; Krassen Gueorguiev; todd@pressmaninc.com; Dave S Goodwin
Subject: RE: Bezu Condos

Thanks Gina- if you have any questions please contact us.

Sincerely,
Joseph Lacki, President

Architectonics
2600 Dr. Martin Luther King, Jr. Street North
Suite 600
St. Petersburg, FL 33704
Phone: 727-323-5676
Fax: 727-323-5826
Cell: 727-656-1034
Email: jlacki@asi-fl.com
Visit our website at www.architectonicsstudio.com

From: Gina Driscoll [mailto:ginadriscolll@gmail.com]
Sent: Monday, October 16, 2017 2:50 PM
To: Joe Lacki <jlacki@architectonicsstudio.com>
Subject: Re: Bezu Condos

Thank you, Joe! I’ll share this with the planning and development committee.

Gina

On Oct 16, 2017, at 2:22 PM, Joe Lacki <jlacki@architectonicsstudio.com> wrote:

Hi Gina,
I know you have previously spoke with Michel Regignano, the developer of this project. I just wanted to keep in touch with you and send you the latest plans on the project. There has been some minor revisions to the ingress and egress to the project and we have added some additional drawings to show a typical floor plan, and the parking garage plans. I’ve also included the latest elevations. I’m hoping you will find that this will be a welcomed addition to our beautiful St. Pete skyline. Please reach out to Michel or I if you have any questions or concerns. Thank-you.

Sincerely,
Joseph Lacki, President
<image003.jpg>
**DETERMINATION OF NO HAZARD TO AIR NAVIGATION**

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

- **Structure:** Building BEZU Condominium
- **Location:** St. Petersburg, FL
- **Latitude:** 27-46-34' N NAD 83
- **Longitude:** 82-38-03.14' W
- **Heights:**
  - 24 feet site elevation (SE)
  - 300 feet above ground level (AGL)
  - 324 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, red lights - Chapters 4, 5, (Red), 12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- [ ] At least 10 days prior to start of construction (7460-2, Part 1)
- [X] Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.
This determination expires on 05/01/2019 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.

(b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before November 30, 2017. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager, Airspace Policy & Regulation, Federal Aviation Administration, 800 Independence Ave, SW, Room 423, Washington, DC 20591.

This determination becomes final on December 10, 2017 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Regulations & ATC Procedures Group via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.
An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Michael Blaich, at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-16926-OE.

**Signature Control No: 341005596-347962350 (DNH)**
Mike Helvey
Manager, Obstruction Evaluation Group

Attachment(s)
Additional Information
Map(s)
ASN 2017-ASO-16926-OE is for a proposed building at height of 300 feet AGL, 324 feet AMSL.

The structure would be located approximately 0.76 NM northwest of the SPG ARP.

It would exceed the Obstruction Standards of Title 14, Code of Federal Regulations (14 CFR), Part 77 as follows:

Section 77.17 (a)(2) SPG --- > Exceeds by 100 feet.

Section 77.19 (a) SPG: Horizontal Surface --- > Exceeds by 168 feet.

Part 77 Obstruction Standards are used to screen the many proposals submitted in order to identify those which warrant further aeronautical study in order to determine if they would have significant adverse effect on protected aeronautical operations. While the obstruction standards trigger a formal aeronautical study, including circularization, they do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a proposed structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would be a hazard to air navigation.

Details of the structure were circularized to the aeronautical public for comment. No letters of objection were received during the comment period.

There are currently two existing taller buildings that are located closer to SPG than ASN 17-16926. The first existing building was evaluated and approved under ASN 2003-ASO-7105-OE, built to a height of 355/365 feet AMSL, charted under OAS Number 12-005031, and located approximately 486 feet southeast of ASN 17-16926. The second existing building was evaluated and approved under ASN 2014-ASO-5935-OE, built to a height 481/491 feet AMSL, charted under OAS Number 12-103913, and located approximately 1,741 feet south of ASN 17-16926.

AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:

> The proposed structure would have no effect on any existing or proposed IFR arrival/departure routes, operations, or procedures.
The proposed structure would have no effect on any existing or proposed IFR en route routes, operations, or procedures.

The proposed structure would have no effect on any existing or proposed IFR minimum flight altitudes.

AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:

> The proposed structure would have no effect on any existing or proposed VFR arrival or departure routes, operations or procedures.

> The proposed structure would not conflict with airspace required to conduct normal VFR traffic pattern operations at any known public use or military airports.

> The proposed structure would not penetrate those altitudes that are normally considered available to airmen for VFR en route flight.

> The proposed structure will be appropriately obstruction marked and lighted to make it more conspicuous to airmen flying in VFR weather conditions at night.

The proposed structures' proximity to the airport was considered and found to be acceptable.

The impact on arrival, departure, and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of the structure. The aeronautical study disclosed that the proposed structure would have no substantial adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable.

Therefore, it is determined that the proposed structure would not have a substantial adverse effect upon the safe and efficient utilization of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Corey Malyszka, Development Services Department
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: November 6, 2017
SUBJECT: Site Plan Review – Bezu Condominium
FILE: 17-31000008

LOCATION: 356 1st Street North 19/31/17/74466/012/0013
PIN: 116 4th Avenue North 19/31/17/74466/012/0031
ATLAS: E-4
PROJECT: Bezu Condominium
REQUEST: Approval of a site plan to construct a 23-story, 29-unit multi-family development. The applicant is requesting floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards.

The Engineering Department has no objection to the proposed site plan and recommend that the following special conditions and standard comments are included as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:
1. The scope of this project triggers compliance with the Drainage and Surface Water Management Regulations 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.

It is noted that plans indicate the construction of an underground retention vault, though it appears that an underground public stormwater conveyance system is not in the vicinity to accept discharges from the vault. Any proposed bubbler type overflow must be properly managed since the bubbler creates a point discharge which no longer mimics existing site discharge conditions. The Engineer of Record must provide a conservative drainage design using a pre-development coefficient of runoff equal to 0.20 and in no case, shall discharge from a bubbler exceed ½ - 1 cfs during the City’s 10 year 1 hour design storm. For a bubbler overflow system to be approved by the City, the Engineer of Record must provide adequate information to verify a positive overland flow path to a public stormwater conveyance system. Bubbler discharges shall not create a point discharge over a public sidewalk, shall not cause erosion, and shall not cause a nuisance to adjacent property. A Minor Easement Permit is required for any bubbler system which is placed within the public right of way to document private ownership and maintenance responsibility.
2. 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. Within the DC zoning district, a minimum 10-foot wide public sidewalk is required in the right-of-way of 1st Street North and within the right of way of 4th Avenue North adjacent to the project. Existing sidewalks must be removed and replaced to meet the width requirements of the City’s code as may be applicable. 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.

3. 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 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.

4. 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 (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 plans 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.

5. All existing redundant (abandoned) driveway approaches or drop curbing which exist within the public right-of-way around the perimeter of the project redevelopment shall be removed as part of the project. Pavement surfaces associated with these approaches shall be completely removed from within the right-of-way and any existing drop curbing shall be removed and replaced with a raised curb to match existing curb type.
6. This project is within the Downtown National Historic District. All existing roadway brick, granite roadway curbing, and hexagon block sidewalk must be preserved. Any existing brick, granite curbing, or hexagon block which will not be utilized or is contained within streets or alleys to be vacated shall remain the property of the City and shall be neatly stacked, palletized and returned to the City’s Maintenance yard by and at the expense of the developer.

7. Parking garage entrances/exits shall be designed to meet requirements as mandated by the City of St. Petersburg Land Development Code Section 16.40.090.3.5. Garage security gates with controlled access and vehicular elevators must be designed to meet the minimum vehicle stacking requirements identified in Section 16.40.090.3.5(g) and to prevent vehicular encroachment into the public sidewalk or public roadway during operation. Any proposed card access readers shall be located within private property boundaries. An automatic warning system must be installed at the garage exit which activates an audible and visible signal sufficient to warn pedestrians of vehicles exiting the garage and to require vehicles to yield to pedestrians. The final plan must include adequate signage, warning lights and wiring as required for public safety.

8. 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.

STANDARD COMMENTS:
Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. 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.).

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.

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.

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.

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.

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 this project. Plans specifications are subject to approval by the Florida state board of Health.

Upon redevelopment, the applicant will be required to submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for redevelopment on this site. This form may be obtained by contacting the Engineering front counter phone 727-893-7238 or email to Marta.Hegenbarth@stpete.org.

NED/MJR/mh

pc: Kelly Donnelly
    Reading File
    Correspondence File
    SUBDIV FILE: SALT CREEK BAYBORO SUB #2 BLK 1, LOT 2 (PER OR'S 9205/595, 13651/1838)
REGISTRATION OPPONENT FORM

Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>William L. Herrmann</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>130 4th Ave N # 405</td>
</tr>
<tr>
<td>City ST ZIP Code</td>
<td>St. Petersburg FL 33701</td>
</tr>
<tr>
<td>Telephone</td>
<td>951-850-6138</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:W.L.Herrmann@gmail.com">W.L.Herrmann@gmail.com</a></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
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<tr>
<td>Date of Hearing</td>
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</tbody>
</table>

Case No.

| Case No.               | 18 17-31000008                           |

Case Address

| Case Address           | 116 2nd Ave N 356 S 51 N                |

Special Requirements

Abilty to project images from either window pc or paper image to overhead screen.

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.

City of St. Petersburg, Development Review Services, One 4th Street North, PO Box 2842, St. Petersburg, FL 33731
(727) 892-5498
www.stpete.org/jcr
Dear Corey,
I am an Owner/Resident at Townview (Unit 301) located diagonally across the corner from the proposed 23 story BEZU condo tower. I have the expected local resident dread of yet another 2 years of construction noise, dust and traffic but I hold no particular objections to the application right now. I would like some additional information however to help me decide if I wish to register as an opponent, request a short opportunity to speak as a member of the public or be satisfied to simply sit and listen at the 2:00 pm Dec 6 Public Hearing.

1. What are the proposed start/finish construction dates?
2. What are the dimensions of the proposed building lot shown with dotted lines on the aerial view picture?
3. How much space is there between the proposed foundation footprint and the lot lines?
4. What does the variance "floor area ratio bonuses" mean?
5. Does the tower "mushroom out" as it rises from the foundation footprint? If so at what height and how far out?
6. What is the distance from the resident unit balconies of the existing rear adjacent property that has not even a separating lane way to the proposed structure?
7. How will the proposed structure impact those same residents balcony view, noise and hours a day of sunlight?
8. What is the height variance requested as stated in condo floors above the Albert Witted Airport height standard?
9. What other recent variances to airport height standards in the downtown area that could be considered as precedence have been granted?
10. Where will vehicles owned by residents and guests enter and exit the property?
11. How many parking spaces/units will there be for (a.) residents (b) their guests (c) handicap spaces?
12. Does the design plan for any commercial space on the main floor and if so what off street parking is allocated to it?
13. Where will commercial vehicles i.e. Trades, TV/phone/Internet providers, delivery vans be expected to park?
14. What design provisions have been proposed for (a) residents to dispose of their garbage? (b) Where will the bin(s) be located? (c) Where will the garbage truck stop to pick up garbage? (d) How close to the adjoining property balconies?
15. How will the design impact our apparently inadequate sewers capacity?
16. Does the design provide for the space required for a Parking cop/Concierge/Receptionist/Management company Rep?

I greatly appreciate the time and effort I know you will put into answering me and I assume many others Corey so if I have not been sufficiently clear, please do not hesitate to call me for clarification.

Kindest regards,
Ron Bullock
727-346-5457
Corey D. Malyszka

From: William Herrmann <wlherrmann@gmail.com>
Sent: Wednesday, September 20, 2017 11:08 AM
To: Corey D. Malyszka
Subject: Re: 4th Ave and 1St N

Corey,

Would 1pm today a good time?

Bill

Sent from my iPhone
Please excuse typos and auto-correct errors

On Sep 19, 2017, at 4:53 PM, William Herrmann <wlherrmann@gmail.com> wrote:

Thanks. You do a tough job very well!

Bill

Sent from my iPhone
Please excuse typos and auto-correct errors

On Sep 19, 2017, at 4:45 PM, Corey D. Malyszka <Corey.Malyszka@stpete.org> wrote:

Bill,

Any changes to the street parking will require approval by our Transportation Dept. As part of the site plan approval process, the application is routed to Transportation to make any comments or address any concerns. The base of the building is shown in green, as the building rises, the building is set back from the interior property line. We ask that the elevations show the property lines so we can verify setbacks. We do not ask that they include the neighboring buildings on the elevation drawings. The base of the building will need to be revised to comply with the design regulations of the downtown zoning district. As mentioned before, you will receive notice that the application has been scheduled for public hearing. We try to send out the notice about three to four-weeks prior to the hearing. You can review the plans at any time and speak at the public hearing. If the Development Review Commission approves the project, their approval can be appealed by any citizen of St Petersburg to City Council, there is a nominal fee. If the application is declined by the Development Review Commission, the applicant can appeal the denial to City Council, there is a nominal fee. If the project is approved either by DRC or Council or both, the next step would be for the developer to submit for building permits. Notice is not sent out when drawings have been submitted for permitting.

Corey Malyszka
From: William Herrmann [mailto:wlherrmann@gmail.com]  
Sent: Tuesday, September 19, 2017 4:10 PM  
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>  
Cc: Evan Mory <Evan.Mory@stpete.org>  
Subject: Re: 4th Ave and 1St N  

Corey,  

Thank you for getting this to me so quickly.  

A few questions- first please confirm that the green outline is the proposed building location. Second, the renderings of the building, do not appear to provide an accurate view of what the area will look like. When looking at the north elevation, it would be useful to see the proximity of the Flori. I do not believe that the look will be what you guys really want.  

How can I monitor it through the review process?  

Finally, parking is a concern. Evan Mory worked hard to go to diagonal so we could maximize the parking in the area. The submittal calls for going to parallel.  

Bill Herrmann  

Sent from my iPad  
Please excuse typos and auto-correct errors  

On Sep 19, 2017, at 15:14, Corey D. Malyszka <Corey.Malyszka@stpete.org> wrote:  

William,  

Attached is the application that has been submitted. The application is incomplete and has not been scheduled for public hearing. As a property owner within 200 feet of the subject property, you will receive a public notice about when the case will be heard before the Development Review Commission. Staff has a larger copy of site plan that can be viewed, if the site plan that is attached in this email is too small. You are welcome to come down to the Municipal Services Center, 1 4th St N, first floor, during business hours to review the file. Hours are M, T, TH and F 8 to 4:30 and W 8 to 3:00.  

Corey Malyszka  
Urban Design and Development Coordinator, Planning and Economic Development Department  
City of St Petersburg
Dear Mr. Malyszka,

My wife and I bought a condominium unit at Fareham Square just a couple of months ago (September 2017). We intend to reside there year-round. One of the draws for our particular location is the scale of the neighborhood; we are surrounded by single-digit story buildings (both residential and commercial), although we understand an 11-story hotel is now being constructed to the east.

In no case, however, do we see a 23-story building in our vicinity north of 1st Street North, with a parking garage that would tower over our units. This is, in my opinion, a serious overbuilding of the site. It just doesn’t fit on this small lot given the residential structures abutting it. I have not had the opportunity to review the application but hope the City would require the applicant to fully justify the requested floor area bonuses and a Variance to the Overlay Height Standards.

I’ve always thought that zoning and land use decisions should reflect the reasonable expectations of the government, the land owner and the neighbors. I do not believe a 23-story development on that particular site is reasonable to expect; it certainly is not for my wife and me.

We will be out of town for the Dec. 6 Public Hearing on this matter. I respectfully ask that this email be made part of the public record. Thank you for your consideration of these comments.

Sincerely,

Steven M. Seibert

Steven M. Seibert, Esq.
301 2nd Street North #12
St. Petersburg, FL
steve@seibertlaw.com
850.321.9051
thanks corey; my perspective is the one I seem to usually express where I have an issue with proposed development - the far & setback requirements, etc. are only part of the standards; there is also a neighborhood compatibility requirement and I don't think it is compatible with the neighboring DC-2 development - having large parking podiums spread around the neighborhood is not my vision for DC-2

On Tue, Nov 28, 2017 at 2:12 PM, Corey D. Malyszka <Corey.Malyszka@stpete.org> wrote:

Peter,

The applicant did send a copy of the application to Marilyn. Staff informed the applicant that Marilyn is not the President of the DNA and that a copy of the application shall be sent to Gina Driscoll, the current President of the DNA. Attached are the email correspondences. The proposed building, including the parking garage, does comply with the applicable setbacks, building height, FAR with bonuses and building design as outlined in Section 16.20.120. Downtown Center Districts. The City’s Transportation Department has reviewed and approved the location of the ingress/egress driveways into the parking garage.

Corey Malyszka
Urban Design and Development Coordinator, Planning and Economic Development Department
City of St Petersburg

727.892.5453

corey.malyszka@stpete.org

Your Sunshine City
Hi Gina,

I know you have previously spoke with Michel Regignano, the developer of this project. I just wanted to keep in touch with you and send you the latest plans on the project. There has been some minor revisions to the ingress and egress to the project and we have added some additional drawings to show a typical floor plan, and the parking garage plans. I’ve also included the latest elevations. I’m hoping you will find that this will be a welcomed addition to our beautiful St. Pete skyline. Please reach out to Michel or I if you have any questions or concerns. Thank-you.

Sincerely,

Joseph Lacki, President

Architectonics Studio, Inc.

2600 Dr. Martin Luther King, Jr. Street North

Suite 600

St. Petersburg, FL 33704

Phone: 727-323-5676

Fax: 727-323-5826

Cell: 727-656-1034

Email: jlacki@asi-fl.com

Visit our website @ www.architectonicsstudio.com

---------- Forwarded message ----------

From: Joe Lacki <jlacki@architectonicsstudio.com>
To: Gina Driscoll <ginadriscoll1@gmail.com>
Thanks Gina- if you have any questions please contact us.

Sincerely.

Joseph Lacki, President

Architectonics Studio, Inc.

2600 Dr. Martin Luther King, Jr. Street North

Suite 600

St. Petersburg, FL 33704

Phone: 727-323-5676

Fax: 727-323-5826

Cell: 727-656-1034

Email: jlacki@asi-fl.com

Visit our website @ www.architectonicsstudio.com

From: Gina Driscoll [mailto:ginadriscoll1@gmail.com]
Sent: Monday, October 16, 2017 2:50 PM
To: Joe Lacki <jlacki@architectonicsstudio.com>
Subject: Re: Bezu Condos

Thank you, Joe! I’ll share this with the planning and development committee.

Gina

On Oct 16, 2017, at 2:22 PM, Joe Lacki <jlacki@architectonicsstudio.com> wrote:

Hi Gina,
I know you have previously spoke with Michel Regignano, the developer of this project. I just wanted to keep in touch with you and send you the latest plans on the project. There has been some minor revisions to the ingress and egress to the project and we have added some additional drawings to show a typical floor plan, and the parking garage plans. I’ve also included the latest elevations. I’m hoping you will find that this will be a welcomed addition to our beautiful St. Pete skyline. Please reach out to Michel or I if you have any questions or concerns. Thank-you.

Sincerely,

Joseph Lacki, President

Architectonics Studio, Inc.

2600 Dr. Martin Luther King, Jr. Street North

Suite 600

St. Petersburg, FL 33704

Phone: 727-323-5676

Fax: 727-323-5826

Cell: 727-656-1034

Email: jlacki@asi-fl.com

Visit our website @ www.architectonicsstudio.com

<2017-115-SP 3 sheet progress10-12-17.pdf>

<2017-115-SP-existing conditions-demo color reduced.pdf>

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<2017-115-SP-LANDSCAPE-color reduced.pdf>

<2017-115-SP-LANDSCAPE-reduced.pdf>

<2017-115-SP-Site Plan.pdf>

<2017-115-SP-Site Plan_reduced color.pdf>

<2017-115-SP-Site Plan_reduced.pdf>
Dear Corey,

Received notice of Public Hearing for Site Plan approval of 23 story 29 unit building at 116 4th Ave N and 357 1st Street N.

I am vehemently opposed to this project. The proposal is too large and brings more problems to the already crowded downtown St. Petersburg. I could go on and on --but feel it is needless.

Again I am strongly opposed.

Sincerely,

Susan E, Wright
Owner #614 Flori deLeon
December 8, 2017

First & Fourth Development, LLC.
4830 West Kennedy Boulevard, Suite 445
Tampa, Florida 33609-2583

Re: Case No.: 17-31000008
Addresses: 356 1st Street North
116 4th Avenue North
Parcel ID No.: 19-31-17-74466-012-0031
19-31-17-74466-012-0013
Request: Approval of a site plan to construct a 23-story, 28-unit, multi-family development. The applicant is requesting floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards.

Dear Applicant:

The Development Review Commission at its hearing of December 6, 2017, made a motion to approve the above-referenced item. The motion to approve failed by a vote of 0 to 7, thereby denying the request. A copy of the vote record is enclosed.

In accordance with Section 16.70.015, the DRC decision may be appealed to City Council. Pursuant to Section 16.70.010.6.D., you have until 5:00 p.m. on Monday, December 18, 2017 to file a notice of appeal with the city clerk’s office, see the attached Appeal form.

If there are any questions, please contact Elizabeth Abernethy at 727-892-5344.

Sincerely,

[Signature]

Elizabeth Abernethy, AICP, Zoning official
Development Review Services Division

CDM/ERA: iw

ec: Michael Regignano; zrecon2@gmail.com

Enc. Vote Record, Appeal form

P.O. Box 2842
St. Petersburg, FL 33731-2842
T: 727-893-7171
1. Approval of a Site Plan to construct a 23-story, 29-unit multi-family development as well as the requested floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards, subject to the special conditions of approval.

AMENDMENTS:

MOVED BY: Griner
SECONDED BY: Samuel

NAMES YES NO YES NO YES NO

DOYLE X
Vice-Chair

FLYNT X

GRINER X

SAMUEL X

SCHUMAKER

RUTLAND *1 X

CASTELLANO *2 X

WALKER *3

STOWE, Chair X

Attendance

P Griner
P Flynt
P Samuel
A Schumaker
P Doyle, Vice-Chair
P Stowe, Chair
P Rutland *1
P Castellano *2
P Walker *3

Presentations

X Corey Malyska, based on the Staff Report
X Todd Pressman, on behalf of Applicant
X William L. Hermann, Registered Opponent

"Denied by a unanimous vote of the Commission"
Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>William L. Herrmann</th>
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<tbody>
<tr>
<td>Street Address</td>
<td>130 4th Ave N #405</td>
</tr>
<tr>
<td>City ST ZIP Code</td>
<td>St Petersburg, FL 33701</td>
</tr>
<tr>
<td>Telephone</td>
<td>954-803-6838</td>
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<tr>
<td>Email Address</td>
<td><a href="mailto:WlHerrmann@gmail.com">WlHerrmann@gmail.com</a></td>
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<tr>
<td>Date of Hearing</td>
<td>December 6, 2017</td>
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<tr>
<td>Date of Hearing</td>
<td>12/17</td>
</tr>
<tr>
<td>Case Address</td>
<td>116 42nd Ave N #356 1st St N</td>
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<td>Special Requirements</td>
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Return form to Clerk of DRC Commission, pamela.jones@stpete.org, at least one week prior to the hearing.

City of St. Petersburg, Development Review Services, One 4th Street North, PO Box 2842, St. Petersburg, FL 33731 (727) 892-6498 www.stpete.org/dr
STAFF REPORT
Corey Malyszka, Urban Design and Development Coordinator, gave a presentation based on the staff report, recommending approval of the FAR bonuses, the variance to airport height and site plan, subject to the conditions in the staff report, see attached presentation notes and presentation.

APPLICANT PRESENTATION
Todd Pressman, representing the applicant stated that he has reviewed the plan with staff for the 23-story, 29-unit residential tower. Mr. Pressman stated that they have met all of the criteria presented by staff, to include: FAR bonuses (incentive goals – built into the code). The first one is $112,500 paid to the city’s housing capital improvements project. The second is that the structure parking is architecturally not visible and a minimum of $150,000 allocated to public art.

In reference to other variances to the airport zoning height, Mr. Pressman stated that they are below the zoning code height and the DC-2 zoning district has no height maximum level. The Albert Whitted Airport zoning ordinance indicated that the DRC has approved many of these in the downtown area. The FAA has issued their approval per the staff that the applicants provide sufficient response to the criteria. The FAA letter indicates that the aeronautical study revealed the structure would have no substantial adverse effect on the utilization of navigable airspace.

DC-2 zoning district has unlimited height and 300-feet (per height control map) is permissible all throughout the downtown Core. Mr. Pressman concluded by re-stating the importance of the fact that they meet all of the criteria, including: front/side rear setbacks, building coverage, and exceeds parking requirements. In addition, they are adding 39 bike parking stations, which will be a part of the development.

He stated that in summary, economically, there is a pledge to hire only local subcontractors, tax revenues will increase. Local artists will benefit by employment and this will be needed housing in a tight market.

REGISTERED OPPONENT
William Herrmann, the Registered Opponent, stated that he is in opposition to this request and that he is contiguous with the applicant’s property. He stated that his concerns are that the architect, Mr. Joe Lacki opted to donate to art and affordable housing versus purchasing TDRH’s. While these other initiatives are very worthy, a 91-year old Flora de Leon needs cash to help fund the renewals and replacements. He has had conversations with Mr. Michael Regignano about buying TDRH’s. He stated that he is completely against what they are asking to do. He then stated the following:

He believes that a 233% increase in FARs is just too much and has never been asked of before. 4th Avenue North is a signature entry-way into the city, which shows character and a sense of community. In regards to height, while there is no limitations in DC-2, there is by the code of ordinances, a directive to decrease the height from Central down to 5th. The Flora de Leon keeps with the spirit of that. Allowing developers to shoe-horn the big box, first five stories, which candidly looks like a prison and then put on top of that – an anemic tower and then put that whole hot mess next to that building that is an historic building is just not in the public interest.

If approved, this 300-foot structure requires significant foundation to take the load to the 35 x 100-foot tower will have during a hurricane. The average boat in the Vinoy Marina is longer than this is deep. It just does not fit in. It is going to require a lot of pilings. While the city has used their standards against driving piles, it does allow the applicant to do so with the approval of an engineer. They are completely opposed to this. The applicant should be directed to take any and all actions necessary to prevent seismic pressure or stress on the Flora’s foundation.
These are not the only future problems that need to be addressed. The Flora does not have central air conditioning and do not have the right to view, air, or wind. It is not a vested right in property-ship. Without central ac/ they rely on opening their eastern-west windows to ventilate the hallways. From November to April, there are windows in the hallways that come into the apartment and they open their center walkway windows into the courtyard and the outside air ventilates the whole apartment.

The first part of this project is going to have parking on those first five floors. Unless there are huge blowers, those structural walls will have to be open beyond the green (wall) to vent out the exhaust gases. The exhaust gases are going to come out 10-feet away from their apartments, with the open windows. While neither light, nor view, or air-flow are protected, clearly their health and safety is. The exhaust gases, noise and light pollution will come into their apartments. The generator is going to be created by their building, the townhomes to the south, the Flora to the west.

When that generator comes on, the noise and exhaust and rotator on the ball. How is the wall of vegetation going to grow in a 12-ft alley that is not going to get any sun? In reviewing the DRC Submittal package, there is no root barrier in it. The DRC is tasked with looking at the good order and general appearance. If the applicant desired to build a 7-10-story, fully-compliant structure – he would not be here. This huge, anemically thin building placed on a 5-story big box is just contrary to land use.

Mr. Herrmann then referenced section 16.20.120.3.3 – municipal code of ordinance: "...to taper down as development sites become less proximate to the Core and transition to surrounding neighborhoods." Allowing a 300-foot building – one block, where your target height is 130-ft is a violation of code ordinances. The Bezu contemporary design, huge scale is inconsistent with the surrounding structures. If there was ever an application and a good reason to deny a project because it fails to maintain the good order and appearance, it is denying this project. Mr. Herrmann asked that the request be rejected and reject the 233% increase in FARs.

PUBLIC HEARING
Ilene Shandell, 134th Avenue North, spoke in opposition to this request. She resides adjacent to the subject property and requested that the board reconsider this project as it stands. Her concern is that the developer's request will dwarf any of the existing structures in the neighborhood and represent a 233% increase over the existing zoned FAR number currently in the zoning code. The height would be nearly 4 times as high as the Flora de Leon (immediately adjacent). She plead that the current FAR be maintained. Another issue is that the proposed exit is dangerously close to the corner of the intersection of 4th Avenue North and 1st Street North which will result in an increase of accidents.

Jack Bell, 130 4th Avenue North (resident of the Flora de Leon), spoke in opposition to this request, encouraging the DRC to reject the application. The Public Participation report was blank and no one was approached by the applicant. He noted that there are no signatures, therefore the application was not completed. He is uncertain as to why staff would imply that this was a complete application. No outreach was done by the applicant. Mr. Bell encourages the board to reject this application.

Elizabeth Bell, 130 4th Avenue North (resident of the Flora de Leon), spoke in opposition to this request. She wants to understand the developer's need to build a 23-story apartment building in their neighborhood. If more outreach was done, as recommended by the city, the neighbors could have participated in the process of a smaller development, consistent with the area and the applicant could have re-submitted. They are not opposed to development, but it should be done in harmony with the surrounding buildings and consistent with the historic nature of their neighborhood.

Christy Potter, 130 4th Avenue North (resident of the Flora de Leon) spoke in opposition to this request. The building's contemporary design is inconsistent with the historical building next door, the Flora. She believes that this change does not welcome them into St. Pete.

Susan Vincent, 130 4th Avenue North (resident of the Flora de Leon), spoke in opposition to this request. Her concerns are over the health and safety of their community. The Flora was built in
1926, long before air conditioning and the structure was uniquely designed to facilitate air circulation so all of the corridors run alongside the walls of the building with windows every several feet. During the hot months, the windows must remain open to permit air circulation, otherwise the hallways reach temperatures above 100 degrees. The proposed Bezu would be massive and its proposed 5-story open-sided parking garage is adjacent to the Flori. They are very concerned that the exhaust fumes will vent into their building and pose an air-quality health risk. Additionally, the close proximity of the Bezu will likely prohibit the Fire department to take a gurney out the east side of the building. They want development that will enhance, rather than degrade, the value and livability of their neighborhood.

Suzanne Marks, 130 4th Avenue North (resident of the Flora de Leon), spoke in opposition to the construction of the proposed Bezu and requested that the building be scaled down to enhance, rather than detract from the neighborhood. She believes it is a poor fit and way out of scale for the 4th Avenue North historic neighborhood. The parking garage itself is larger than all of the buildings on the block, excluding the Flora de Leon.

Betty Candelora, 13C 4th Avenue North (resident of the Flora de Leon), spoke in opposition to this request. She stated that the Bezu project is too massive for the neighborhood and does not fit – at almost 300-feet tall. How does squeezing this very tall building in a small space benefit St. Petersburg? Zoning standards exist because people do not want to make the mistakes that others have made. Mrs. Candelora is requesting that the board reject a FAR of .07 and wants the best interest of their neighborhood to be considered.

Amy Blake, 219 4th Avenue North and 130 4th Avenue North (Flora de Leon property owner), spoke in opposition to this request. The proposed Bezu at nearly 300-feet tall is the wrong development for this location. It is hugely out of scale for the historic downtown of St. Pete. There will be many negative aspects, if this enormous tower is built in this neighborhood, which includes: health, safety and property values. This is inappropriate for the neighborhood and city. She plea for this request be rejected.

Jeanne Reed, 130 4th Avenue North (owner of Flora de Leon), spoke in opposition to this request. It seems that the city’s willingness to allow developers to put too tall buildings everywhere there’s a piece of downtown land to build on, will make this paradise become another conglomeration of stone and concrete monoliths. She stated that our little downtown commercial district is just not vast enough to accommodate as many tall buildings as are arriving here.

Richard Candelora, 130 4th Avenue North (owner of Flora de Leon), spoke in opposition to this request. There are distinct areas like Grand Central and Old Northeast that get their unique identity because they have a similarity in function. What gives them their charm, character, and appeal is that the properties complement each other. The proposed Bezu building is four times bigger than the Flori and ten times bigger than the average building in the area. Architecturally, it is completely out of sync and does not belong there.

Rebecca Falkenberry, 301 2nd Street, spoke in opposition to this request. She mentioned that this is the wrong development in the wrong place. There is too much density and parking downtown is a big problem. She asks that this request be denied and sent back to the drawing board to make the property developers go back to the neighborhood to bring a sensible development.

David Hislop, 130 4th Avenue North (owner and VP of Flora de Leon Association), spoke in opposition to this request. He noted that the Historic Flora de Leon is a prominent and important structure in St. Petersburg and in all Florida. The Flori is located in a unique and traditional 4th Avenue North residential corridor, which is recognized for its national significance. The 23-story tower is overwhelmingly out of scale, not compatible, and contributes nothing to the pedestrian feel and to the genuine regional nature of the community.

Patrice Weaver, 130 4th Avenue North (resident of Flora de Leon), spoke in opposition to this request. She mentioned that they cannot install central heat and air, in order to keep the building...
historical. Ms. Weaver stated that the Flora de Leon will be lost in the shadow of this building, as it is not contributing to the residents.

**Stephen Maselli**, 130 4th Avenue North (resident of Flora de Leon), spoke in opposition to this request. He stated that the intersection of 4th Avenue North and 1st Street has recently been the site of two extremely bad car accidents, resulting in rollovers, injuries and totaled cars. The local DOT has recently reduced the lanes on 4th Avenue North (from two to three lanes) starting at 2nd Street, but this does not help to prevent the accidents. Adding a 23-story building positioned to maximize the footprint of the small lot will significantly narrow the line in sight for drivers on 4th Avenue. His concern is that the proposed building could reduce visibility and make the frequently occurring crashes at 4th Avenue and 1st Street, even more frequent.

**Iris Yetter**, 301 2nd Street North, spoke in opposition to this request. She stated that the city ordinance encourages applicants to meet residents of surrounding neighborhoods, prior to filing an application for a permit requiring review and public hearing. It is critical that the neighbors be addressed, when building so close to an existing structure. This influences property values and causes great harm to the residents.

**Margo Fish**, 130 4th Avenue North (resident of Flora de Leon), spoke in opposition of this request. She stated that the new proposed structures on 4th Avenue North, between 1st and 2nd – in a small lot, originally said to be townhouses, is inappropriate for what is suggested.

**Ron Bullock**, 105 4th Avenue Northeast, spoke in opposition of this request. He stated that he has strong objections towards this proposal. His main concern is the increased likelihood of traffic accidents. Residents will have to blindly back out into fast-paced, two-lane traffic, hoping that the eastbound drivers will instantly react to avoid collision. The intersection is also the U-turn for all of the emergency vehicles in the city, heading to the hospital. What kind of ground shaking noise are they going to make when they turn the terribly dangerous corner?

**Emily Elwyn**, 233 3rd Street North, filled out a card "Against" the application, but did not speak.

**Peter Belmont**, 102 Fareham Place North, spoke in opposition of this request. He stated that this proposal should be denied. The city criteria includes FAR, traffic level of service and size of setbacks, while the second half of the criteria is neighborhood compatibility. The comp plan compatibility is very much about the building, the density, and the visual impact. It is not compatible, say no.

**Mark Andrews**, 300 Beach Drive, spoke in opposition of this request. He stated that the proposed townhomes could have been appropriate for this spot. The FAR increase is a 130% increase and more than double of what is there today. The FAR incentive payments are outdated and was when they were trying to drive development down. To have that kind of a FAR increase for the small amount of money being paid, is just not worth it. If this type of building is allowed to be shoehorned into a small lot, it will send a message to the community that will not be well received.

**Margaret Somerville**, 130 4th Avenue North (resident of Flora de Leon), spoke in opposition of this request. She stated that when a lot is filled that has 100% absorption for rain with 82% of concrete, there will be a water run-off problem. There is a water run-off problem from the small building, adjacent to them and behind the lot. The water comes into their building because as a historical building. The doors are all on-level with the sidewalk and when all of the water runs down, it runs into the basement and onto the landings, causing accidents. The 6th floor pool, which will be directly across from seven apartments (eye-level), is okay, unless there is grilling on the pools and then there are embers. Embers that can be flying around within 3-feet of their open windows.

**CROSS EXAMINATION**
City Staff waived Cross Examination.
William Herrmann, Registered Opponent, directed cross examination towards city staff. He stated that we all need to get a better understanding of what a FAR .07 development would look like. Can we think of a FAR 7.0, 6.0, or a 5.0 project that has been permitted and built in DC-2?

Corey Malyszka confirmed that the W-Plaza was a 6.0.

William Herrmann noted that the W-Plaza was a good example because it was completed in '07, which means it was probably permitted in '06 or a '05 (give it a year for construction). He stated that a 6.0 permitted in '05, was permitted underneath the old plan. Under the current plan, has there ever been a 6.0?

Corey Malyszka stated, “Not that I could recall”.

William Herrmann inquired as to whether we have ever done a 5.0? Historically, isn't it true that the city's comprehensive plan definition for historic resources includes locally designated landmarks and all areas contain districts or sites on a National Register? Quoting from the Comp Plan, “Historic resources all areas, districts or sites containing properties listed on the Florida Master file, the National Register of Historic Places are designated by the city as historically, architecturally, archeologically significant.” Is it true that the posed project is within the National Register of Historic district and its' immediately adjacent to a local landmark? Isn't one of the review criteria that the DRC must consider the sensitivity of that project to the historical resources, regarding: scale, mass, building material, and other impacts? As far as the impact, it is hard not to look at that impact.

Chairman Stowe replied that this is “Yes. This is ‘Criteria O’, under what is on the Staff Report”.

William Herrmann mentioned that he did not see any comments from the city’s Historic Preservation Planners. Wouldn’t it be prudent considering building right next to this for that historic planner to at least be questioned and provide a report?

Corey Malyszka responded by stating that the historic planners typically do not review site-plans, they only review projects that are designated 'historic'.

William Herrmann noted that the site-plan is literally spitting distance from the Flori. He asked why would they not talk to the historic planner and get their opinion on the materials, the scale, or the mass – for guidance and direction. The staff report includes comments on the FAA, potential impacts to the airport, but he did not see any federal agency comments regarding potential impacts the downtown National Registered District, Historic District. He asked if he was correct to assume that those people were not spoken to. Was there any investigation done at the state level or regulatory level about the impact on the downtown National Register?

Michael Dema, City Attorney, responded by stating that they have no review authority over our processes.

William Herrmann inquired, if you were looking at a historic building in a historic district and something that is screamingly out of proportion. His question for the applicant was: are we looking at the current plans for the Bezu? The plans you are reviewing are outdated and not the current set of plans.

Chairman Stowe noted that those questions can be asked of Staff.

William Herrmann replied by stating that Staff may not know they were released at the launch party for the project, at the St. Petersburg Marina Yacht Club, that is when the new plans were discussed that showed additional housing units.

Todd Pressman, representing the applicant, waived cross examination.
REBUTTAL
City Staff waived Rebuttal.

William Herrmann, the Registered Opponent, began his closing remarks by stating that despite the lack of an appropriate outreach, the Stop Bezu campaign (stopbezu@gmail.com) has over 281 signatures in a week and a half, that feel that this building is wholly out of place. The applicant has stated their case, the city's provided their report, the public has spoken overwhelmingly against it and he has presented his case. He understands that this is business and not personal. There is a Comp Plan and the DRC is tasked with making sure that the development complies with it.

William Herrmann added that there is also way more at stake than the Bezu. In the opening request from the 7-11, they said [of DRC Commissioners] 'You have done this in the past, let's do it again'. If this applicant is allowed to build a FAR .07 structure in DC-2, more than double what is the standard and allowed to build a 300-ft structure one block from where the target elevation is 40-ft, what hope do you ever have of saying "no" when the next applicant comes in here for a 7.0 and you have already done the 7.0?

Mr. Herrmann stated that he believes that in allowing this go through without challenging it - stops you from ever stopping anything again. The code calls for tapering in DC-2 from Central to 5th. Looking for the next tallest building to the south, he found on 2nd and 2nd, the Morgan Stanley building at 18 stories with a 200-ft elevation. Going from 2nd and 2nd at 200-feet to a target elevation of 40-feet on 5th Avenue, means that their building should be approximately 90-feet, roughly the size of the Flori. If the Bezu was going to be 100-foot tall, Stop Bezu little buttons would not exist, StopBezu@gmail.com would not exist and we all would not be here. Instead, there is an anemically thin 35-foot deep by 300-foot tall structure going out. 4th Avenue North is a major entranceway into the city. It gives the city its entire flavor for visitors coming here. A lot of money is made here on tourism and knows this because one of his jobs is a charter captain. Is this consistent with the experience you want them [visitors] to have?

In closing, Mr. Herrmann stated that the applicant desires to build a structure that does not comply with zoning or the taper. They asked for a FAR 233% of what the standard is. It's a higher increase than ever has been done before, by Staff's own consent and a project on the edge of DC-2. Can the applicant explain why he is changing the plans that they all have spent a lot of time looking at (to understand)? If there is ever a reason to say "no" to a project, it is this one. Both of the cited reasons that it doesn't fit in and also for that dangerous precedent of giving a FAR 7.0 in DC-2.

Todd Pressman, representing the applicant, stated that they could surrender to a motion and ignore the zoning code. The fact is, what they are requesting is what the professional staff of planners, traffic engineers and engineers have conveyed that this site-plan meets code. There is no height restriction in the DC-2 district and we do taper. What has not been said is that we are right on the boarder of DC-3, which is a more intense district. The Hollander, which is 4 ½ blocks west is lower, taper occurs as you move away from the Core.

We do taper and we do meet the standards. We can ignore the zoning code, we can ignore the development regulation and ignore the incentives. The FAR they are seeking are incentives built into the code to use and exercise, which was prescribed by the city leaders. The reality is the great majority of citizens who are here are right next door and they just do not want a building next door, which is what occurs when a new building goes in. There are no fans in the parking garage nor an exhaust that will be going to neighborhood buildings. This is a fallacy.

There is an elevator system so a car comes in on the first floor and is elevated up. Those concerns are unfounded. The generator can be moved anywhere anyone wants it to go. They reached out to the community. He spoke with the Downtown Neighborhood Association as did Michelle, the developer's representative and offered to meet with anyone if they so fit. They reviewed only 3-4 emails that came in and responded to those concerns. They did reach out to the neighborhood and proper authorities. They are not in a historical district, but next door to a building that is considered in that type of architecture.
The height that they are seeking is approved all throughout downtown and can go up to 375-feet if you send out a streamline mail. After that, city council approves anything higher. Staff advises that to promote an urban downtown and urban form, this application should be supported. They completed wind tests for concerns of hurricanes or things of that nature and would not build without it. Transportation’s engineer worked with City Staff to ensure traffic concerns were not an impact.

There are 10am peak trips and 11pm peak trips and the accident that the gentleman spoke about was someone going through a red light. This is a very small development in terms of unit. It is 29-units. DC-2 allows intense residential development right next door to DC-3. It establishes performance standards and guidelines for appropriate urban form residential buildings. There is a taper as it moves further west as this is next to the DC-3 district. Staff has indicated to the DRC Commissioners that they meet those (standards and guidelines), and they do.

EXECUTIVE SESSION
Commissioner Samuel stated that something that has to be weighed carefully is the objective and clear numbers that the code allows, whether it’s an FAR, or setbacks, or any other items that the project meets. Then there are items such as compatibility and the way the code is written as far as decrease in density moving northward.

Commissioner Samuel asked Elizabeth Abernethy and Corey Malyszka to read that part of the code for DC-2 district.

Elizabeth Abernethy, AICP Zoning Official, read section 16.20.120.3.3 Downtown Center-2 (DC-2). According to the code, this district “provides for intense residential development that still allows for a mixture of uses that enhance and support the Core and surrounding neighborhoods, including the domed stadium. The district also allows support retail and office uses which assist the residents with the daily needs of living within this highly urbanized neighborhood. The district establishes performance standards and design guidelines appropriate to urban form residential buildings. Heights in this district begin to taper down as development sites become less proximate to the Core and transition to surrounding neighborhoods. However base setbacks still apply, creating a pedestrian-scale environment at the sidewalk level.”

Commissioner Samuel inquired as to whether “this is clearly dictating a scale down as you move from the core or if this interpretation is out of line?”

Elizabeth Abernethy stated that she would interpret this sentence to mean that heights begin to taper down as development sites become less proximate to the Core and transition to surrounding neighborhoods.

Commissioner Samuel asked was there not any outreach by the developer and/or architect – to the Neighborhood Association and to their immediate neighbors of the Flora de Leon.

Corey Malyszka responded that the developers reached out to the current president, there is an email to that and that the applicant would answer the question about the neighbors.

Commissioner Samuel asked if there was a meeting set up with the Flora de Leon residents and restated his question by asking if there is record of any such meeting. He stated that we would have to assume that nothing was set up and asks if this is a safe assumption. He complimented the architect with one respect if he was given a task to design a building that was 30 or 40-feet wide and needed to be 10-feet taller as it is wide or deep, with the main facade being three times the width of the small facade and there is no context if the assignment was to disregard all context and all neighbors, he believes that this is a terrific tower.

Commissioner Samuel asks if exhaust is done not through ventilation because we are counting the openings created by the green façades as being part of the 40 or 50% for the required openings.
Joe Lacki, 2600 MLK Street North, (Architectonics Studio), and architect for the applicant responded by stating that they were counting on having the back side and a couple of sides (opened completely) and with the grill work, that they would not need any exhaust fans in the garage. They are looking to get the natural ventilation required.

Commissioner Samuel replied, stating that he hoped their response to this inquiry would be that they went through that exercise and don’t need mechanical ventilation. Joe Lacki stated that he would agree to that right now.

Commissioner Samuel noted that it sounds like they did not go through that exercise.

Joe Lacki said that it is an engineering exercise.

Commissioner Samuel stated that he realized this is an engineering thing, but the architect is the ultimate person that controls all of that.

Joe Lacki stated that it is his belief that they will not need the ventilation.

Commissioner Samuel’s concern is that they are counting on that this is not a ventilated garage based on all the plantings that are covering up the openings. Is that where you [applicant] are getting your 30, 40, 50% openings, which is a requirement of the code?

Joe Lacki replied that the plantings are not everywhere. It is a combination of architectural grill work that allows ventilation but hides the parking. Also, there is a combination of art work, grill work, and green. The green also has grill work behind it to allow it to grow up.

Commissioner Samuel asked Corey Malyszka whether they found out what the percentage is.

Corey Malyszka stated that he believes this is between 40 and 50%.

Commissioner Samuel mentioned that in order for it to not be a requirement for the garage to be ventilated, they have to show and be able to design that percentage of openings in order to not have any ventilation.

Vice-Chair Doyle, stated that the architects are in control but supported by the engineers. Would the engineer, in addition to the architect have to prove that there is no requirement?

Commissioner Samuel said that if it does have to be ventilated and we have the Flora de Leon next door, which has no ability to have any central heat or air conditioning.

Joe Lacki interjected and stated that they are respectful of the neighbors. He will say that there will not be any exhaust fans on their side of the building, if any are required.

Commissioner Samuel stated that this only partially answered his question and that he would reserve the rest of his comments.

Chairman Stowe pointed out that Staff needed to do what they did when they reviewing this and they have the opportunity under what they [DRC Commissioners] do; take in different considerations. He referred to page 7 of 9 of the Staff Report, No. IV, which reads, “Considerations by the Development Review Commission for review”. He noted that the items listed there go all the way to letter Q – and are considerations that they can bring this decision. Specifically, (Item) H – which is “Orientation and location of buildings...” and I – “Compatibility of the use with the existing natural environment, historic and archaeological sites, and with properties in the neighborhood...”

Chairman Stowe wanted to go back to what Mr. Belmont said, in that Staff is correct. One of the things that they have to consider is whether the developer has met the requirements in asking for the FAR bonuses? Clearly he has. Does he meet the setbacks? Yes. Does he meet height
requirements? Yes. Does he have the FAA approval? Yes. From that standpoint, yes, those are met – which is why Staff can recommend approval. Now, we can start talking about compatibility and things that the neighbors have brought up. He wanted to state that unfortunately, both sides are right. In his opinion, we are not in the position that we can address the mechanics of it.

Commissioner Griner added that the garage has to be ventilated; it is either natural or mechanical – no matter what. The idea of 40-50% of the free area, if it doesn't have that much free area – and that just doesn't mean the openings, if the openings have covers on them, grills, grass, or whatever it is – that comes into the calculations. He stated that it looks like there is a 7-foot 6’ the setback from both sides, so it’s pretty close. If you look at the west side, it looks like it is all grass, which is kind of good, except that you would probably need air coming in from the other side to exhaust on the east.

So the idea that it's either going to go out the south, kind of goes to what Chairman Stowe was talking about, Item L – “Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances...” Commissioner Griner believes that with the tight setback, even if it is naturally ventilated is going to have some effect on the adjacent. If it’s mechanical, that’s another issue, but it may not be to the west that there’s a problem, it may be to the south. He is pretty concerned with that.

Vice-Chair Doyle stated that 29-units will not break it from a traffic standpoint, from a walkable standpoint. 29-units versus 15-units, who cares? He noted that this is his point, but does not want to put words in anyone else’s mouth. The scale and next to other buildings down there, he believes that once it’s built and everyone says, “Oh my goodness...we approved this?” Now, we cannot go back. A lot of the other problems; location of the generators, traffic – some of those are points that can be solved, but once the building is put up, and we approve it, it was us that did and we are not going to cut 10 stories off of it.

There is a scale issue and he believes that this is what we are dealing with. Yes, did the meet all of the technical codes? Yes. Is there a scale issue next to the other part of the neighborhood? Yes. What is the solution? That is what we are dealing with.

Commissioner Flynt asked a question that came up about Bliss. He wanted to know what the FAR was for Bliss.

Corey Malyszka confirmed that the FAR for Bliss was 4.0.

Commissioner Flynt stated that the engineers on the board have spoken to ventilation and it all plays into everything. He looked at Bliss, now that it is constructed and in his opinion, at 4.0 – we are sitting right there at the cusp of slightly larger that project not working. He looked at the 4.0 of Bliss and compared it to this site and it almost doubled the FAR. He commented that it was excellent architectural and if it was in another spot, he might support it.

Commissioner Samuel asked what avenue is Bliss on.

Michael Dema replied that it is on 4th Avenue – as well.

Commissioner Flynt added that it is about a block and a half east. He also noted that his concern with this project is we are almost doubling that FAR of an existing building that we can see, touch, feel and see what impact it has on a similar site. For that reason, he is leaning against this project. As Mr. Stowe said, once there is an extra ten stories there, you can't lop them off again.

Commissioner Walker stated that he is a pretty pro-growth kind of guy and depends on it for his career, but there is a saying that “Just because something can be done, does not mean it should be done” and if you do this, this is a generational decision. This is a decision that is irreversible and if you decide “yes”, he does not have a vote on this. This is a project that is going to alter the skyline for probably 100 years.
He believes this is a great project, but just in the wrong location. His concerns with the historic building depending on an east/west sea breeze. This parking garage is right on the west side. It's going to block that sea breeze and whatever breeze does make it through that is just going to be automobile exhaust. One of the things that Liz just said in the DC-2 zoning was that we need to create pedestrian scale environments at the sidewalk.

We are creating a north elevation that has plants hanging over that's going to have irrigation lines in it, that's going to be dripping water on the sidewalk that's not pedestrian scale environment, that's a friendly environment that people are going to walk in. He believes it is a great project, but in the wrong spot and just because it can be done – does not necessarily mean that it should be done.

Elizabeth Abernethy mentioned that she wanted to offer additional code information that she didn't when Commissioner Samuels was asking about the tapering and the height. There is another section of the DC that also addresses that, under 16.20.120.7 “Building Envelope: Maximum Height and Minimum...” Mrs. Abernethy stated that she would read the language and then she could put the map on the up to provide a visual. This is also addressing how height is to step down from the Core.

Commissioner Samuel inquired as to whether this was specific to the DC-2 district.

Elizabeth Abernethy replied that it is all the DC and there's different color-coded on how it's supposed to taper down. What it says is, "height restrictions do not correlate directly to the zoning districts. They are designed to concentrate heights within the Core area of the downtown and then step down toward the surrounding neighborhoods. The height map establishes the specific locations of height restrictions in addition to height restriction limits specified in the map. Corey can also talk about the Bliss and the different zoning district differences between Bliss and this project.

Commissioner Samuel asked whether this is in the general section of the Core district.

Michael Dema stated that this was the DC zoning district. Is adjacent to this in the same section of the code. What you are seeing here is essentially a spacial codification of that taper. The max heights as you go from the Core, outward to the edge of the DC zoning districts, as a whole.

Commissioner Samuel inquired about the other portion that Liz read - that was specific to the DC-2 district, right?

Michael Dema confirmed it was by stating, yes.

Chairman Stowe asked Corey Malyszka whether there is a difference between the zoning for Bliss and this project.

Corey Malyszka replied that Bliss is DC-3 and this is DC-2. The Bliss has a max FAR of 4.0, which the Bliss maxed out and most of the projects on Beach Drive max out to 4.0. DC-2 has a max FAR of 7.0. The height is actually higher for the DC-2 at this location than the Bliss was. The Bliss had actually lower height, but that’s height specific and not zoning specific. There’s additional setbacks for DC-3 then there are for DC-2, where there's a setback of 20-feet above 50 and that is why the Bliss just decided to go straight up instead of having that setback.

They could have actually went right to the property line for the 50 then did the 20-foot setback. This project, there’s a 10-foot setback above 50, but they have some floorplate restrictions where they do not have to do that, if they meet some caveats in the code. But then all of the other setbacks along all three sides are similar to DC-3 with the 60-foot between buildings. They are responsible for half of the 30. There is the other side of the lots less than 120-feet, there is a percentage that they have to do, which the Bliss did as well. Parking is the same. We encourage more residential in DC-2 or hotels than in DC-3, where we would allow more commercial. Those are the biggest factors.

Vice-Chair Doyle asked Elizabeth Abernethy to point out 4th Avenue, the project, and then the abutting project.
Elizabeth Abernethy referred to the map on the overhead projection, stating that the orange area is the Core (the greatest height allowance with a base of 300). The public hearing kicks in if they go above 450-feet. The blue, which is along beach drive (where the Bliss is located) - they have a base of 300 and you go to public hearing above 300. The pink (looks purple on your screen) is the next level and that's where this project is. This is 4th right here and what is yellow on your screen, is the next tier down, so when you go to the north side of 4th avenue, you step down to a base height of 125-feet. You go from 300 to 125 when you cross over 4th Avenue and a public hearing kicks in above 200. This map kind of explains how the tapering should work.

Vice-Chair Doyle asked for clarification on where 4th and 1st was located.

Elizabeth Abernethy provided a visual explanation of 4th and 1st was located on the map (via the overhead projector). She noted that 1st and 4th is right at the corner when you go to the other side of 1st you go to the base height of 300 and a public hearing above 300 and you go to the north side of 4th, that's the lower height of 125 base. Ms. Abernethy asked if there were any more questions regarding the map.

Chairman Stowe noted that that was good. He also called on Commissioners Rutland and Castellano, adding that we have not heard anything from them. He stated that for this, we probably should be on the record. He stated that they do not have to, but thinks it would be a good idea.

Commissioner Castellano applauded the neighborhoods for coming out and speaking out because we rely quite a bit on that. We get all of the technical information but it really comes down to (as Matt had mentioned) context. Although she would love to see another building, she just does not think it is appropriate within this context.

Commissioner Rutland stated that from what she has seen, she thought that this looked like a great project. In looking at it with the scope of everything else and listening to everybody here, she is torn.

Chairman Stowe asked if the commission if they have enough information to make a motion.

Elizabeth Abernethy stated that she wanted to offer one more thing before the motion was made. If it makes an impact to any of your decision, we could get a report from our Historic Preservation team that would require a postponement. If that is a critical issue for any of you in making your decision - that is something that Staff could come back with at the next hearing.

Commissioner Samuel stated that it is not as far as his decision, but he cannot speak for the other commissioners.

Commissioner Rutland stated that she would love that idea because knowing that the engineering and all that comes back, that they have the plans and exactly where they end up would be helpful.

Commissioner Castellano asked Elizabeth Abernethy whether that was what she was offering.

Elizabeth Abernethy replied that they [DRC Commissioners] could always postpone to request additional information to help you in your decision. In addition to requesting additional information from staff on the Historic Preservation issue, you could also ask the applicant to bring back some additional information on some of these other concerns, if that is something you elect to do. You could also see if the applicant can answer any of those questions now, regarding the mechanical or if you had some other questions.

Chairman Stowe noted that he is with Commissioner Samuel and he could go forward and would not want to postpone. He reminded everyone that all of our motions are in the affirmative.
Commissioner Griner stated that City Staff has done an excellent job in researching. He thinks the developer has done a great job of proposing a project that meets the requirements, but he feels that it is their job to look at it in the context of what it’s going to do for the community, how it’s going to effect the future of the city and what it means to the neighbors too. Commissioner Griner stated that if Chairman Stowe is okay with the motion, he will make it.

Vice-Chair Doyle asked Michael Dema – if they voted “no” on this and he came back with a significantly different plan that would be allowed in less than a year?

Michael Dema stated that there is an 18-month prohibition on coming back with a substantially similar site-plan, if it was denied.

Vice-Chair Doyle asked if it was substantially different.

Michael Dema replied that if it was substantially different, that they could come back next month.

Vice-Chair Doyle asserted that they could come back anytime.

Michael Dema stated that they could come back anytime, but this is not the end of the line for the City approval process. No matter what happens today, that decision is appealable to the City Council.

MOTION: Commissioner Griner moved and Commissioner Samuel seconded a motion to approve a site plan to construct a 23-story, 29-unit multi-family development. The applicant is requesting floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards, subject to conditions in the Staff Report.

VOTE: Yes – None. No – Doyle, Flynt, Griner, Samuel, Castellano, Rutland, Stowe.

Motion fails by a vote of 0-7, thereby denying the application.
Approval of a site plan to construct a 23-story, 29-unit multi-family development. The applicant is requesting floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards.

AERIAL MAP
The subject property is located at the southwest corner of 4th Avenue North and 1st Street North.

SITE PLAN:
The proposed building will consist of a slender 18-story tower sitting on top of a five-story base.

The base of the building consist of 60 parking spaces.

The 18-story tower is 120 feet in length and 35 feet in width.

The ground floor of the residential tower will consist of a lobby, bicycle and vehicular parking.

Floors two through five will have 12 vehicular parking spaces per floor and bicycle parking.

Residential units will be accommodated in the remaining 18 floors.

Vehicular access to the parking garage will be from a one-way ingress driveway from 4th Avenue North and egress from the parking garage will be to 1st Street North.

Access to the upper levels of parking will be from a car-freight elevator, instead of a traditional ramp. Pedestrian access to the building will be from the public sidewalk along 4th Avenue North.

The applicant worked with the City’s Transportation Department regarding the project’s access drives.

ELEVATIONS
The proposed architectural style of the building will be contemporary. The base of the tower will have ample amount of glazing and will be oriented towards 4th Avenue North.

The tower portion of the building will have an ample amount of glazing on all four sides.

The applicant will integrate projecting balconies and recess and projections on the façade. These architectural features help break down the overall mass of the building.

FLOOR AREA RATIO BONUSES:
The base Floor Area Ratio (FAR) within the DC-2 district is 3.0. The applicant is requesting a bonus of 4.0 FAR for a total FAR of 7.0, which can only be granted by the Development Review Commission (DRC) upon demonstration that the project qualifies for the bonuses.

The applicant is requesting approval of the following bonus:

1. Provide financial support to the City’s Housing Capital Improvements Projects (HCIP) Trust Fund: The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.5. The total construction cost of the project is approximately 15 million dollars.
Site Plan

The applicant will be required to provide one quarter of one percent of the total construction cost to the HCIP Trust Fund. Based on the estimated construction cost, a minimum of $112,500 shall be paid to the HCIP Trust Fund.

2. Make structured parking not visible to the streets with an architecturally compatible design above the base:
The applicant will be required to screen floors two through four of the parking garage along 1st Street North and 4th Avenue North with an architecturally compatible design. The parking garage will be screened from the abutting rights-of-way with architectural metal grid work, art and vegetation.

3. Provide public art: The total construction cost of the project is approximately 15 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 2.0, the applicant will be required to provide one quarter of one percent of the total construction cost towards art. Based on the estimated construction cost, a minimum of $150,000 shall be allocated towards art.

Variance:

Airport Zoning Overlay Height Standards

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<tr>
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<td>324 Above Mean Sea Level (AMSL)</td>
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<tr>
<td>Variance:</td>
<td>166 Above Mean Sea Level (AMSL)</td>
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</table>

The DC-2 zoning district has an unlimited building height. The Albert Whitted Airport Zoning Ordinance permits a maximum building height of 158 feet AMSL by right. The proposed building will be 300 feet from grade and 324 AMSL. The applicant is requesting a variance to allow for a height of 324 feet AMSL.

The applicant has submitted an application to the Federal Aviation Administration requesting approval of the additional height. The FAA issued a Notice of No Hazard to Air Navigation on October 31, 2017, for a building of 324 feet AMSL.

In addition to securing the FAA approval, the applicant provided sufficient responses to each of the review criteria as required by the Code.

To promote an urban downtown and urban form, variances to the airport zoning restrictions are appropriate where no safety concerns are identifiable related to airport operations.

The DRC has granted a number of variances for similar projects elsewhere in the downtown area. Given these considerations, Staff recommends approval of the variance.

Public Comments:
Staff has received a two phone calls and several emails either requesting additional information or expressing objections. An adjacent property owner has registered as an opponent.

A. Staff recommends the following:
   1. APPROVAL of the floor area ratio bonuses.
   2. APPROVAL of the variance to the Airport Zoning Overlay Height Standards.
   3. APPROVAL of the site plan, subject to the conditions in the staff report.
Aerial Map

City of St. Petersburg, Florida
Planning & Economic Development Department
Case No.: 17-31000008
Address: 116 4th Avenue North and
356 1st Street North

st.petersburg
www.stpete.org

(nts)
Proposed Site Plan
1st Floor Plan

LOBBY FLOOR PLAN
North Elevation
East Elevation
West Elevation
MAXIMUM BUILDING HEIGHT

Area Base Height Streamline Height

A. 300' Above 300'
B. 300' to 450' Above 375'
C. 300' to 375' Above 300'
D. 125' to 150' Up to 200'
E. 50' Up to 75'

Miles

0 0.125 0.25
PREVIOUSLY APPROVED PROJECTS

1. 4th Avenue Noi
   Subject Property/ previous approval: Maranatha By The Bay
   Floride Leon Apartments
   Site Area: 94,000 sq. ft.
   Building Area: 381,600 sq. ft.
   Floor area ratio: 4.0
   Dwelling units: 150
   Dwelling units/acre: 69

2. 15th Avenue North
   Building height: 98 feet
   Site area: 12,300 sq. ft.
   Building area: 49,000 sq. ft.
   Floor area ratio: 3.98
   Dwelling units: 22
   Dwelling units/acre: 78

3. 15th Avenue Northeast
   Building height: 131 feet
   Site area: 10,000 sq. ft.
   Building area: 42,480 sq. ft.
   Floor area ratio: 4.2
   Dwelling units: 19
   Dwelling units/acre: 82

4. 15th Street North
   Building height: 204 feet
   Site area: 10,000 sq. ft.
   Building area: 53,213 sq. ft.
   Floor area ratio: 4.0
   Dwelling units: 30
   Dwelling units/acre: 65

5. Parkshore Plaza
   Building height: 351 feet
   Site area: 20,020 sq. ft.
   Building area: 80,080 sq. ft.
   Floor area ratio: 4.0
   Dwelling units: 30
   Dwelling units/acre: 80

6. 25th Avenue Northeast
   Building height: 320 feet
   Site area: 94,000 sq. ft.
   Building Area: 381,600 sq. ft.
   Floor area ratio: 4.0
   Dwelling units: 150
   Dwelling units/acre: 69
CASE #17-31000008 APPEAL

EXHIBIT B

Request for Appeal dated December 12, 2017
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW SERVICES DIVISION

APPEAL OF DEVELOPMENT REVIEW COMMISSION
DECISION TO CITY COUNCIL

Contact Information
Street Address: 334 East Lake Road #102
City, State, ZIP: Palm Harbor, FL 34685
Telephone: (727) 804-1760
E-Mail Address: todd@pressmaninc.com
Signature: [Signature]

Date of Hearing
Date of Hearing: December 6, 2017

Case No.
Case No.: 17-31000008

Case Address
Case Address: 116 4th Avenue North and 356 1st Street North

Submittal Requirements
1. Narrative describing grounds for appeal.

See Attached Schedule 1
The Applicant has provided lawful and competent substantial evidence to demonstrate that its application met all review criteria, all zoning regulations, airport height criteria, FAA approval and code FAR incentives.

The DRC ignored the zoning, engineering and transportation department staff reports as well as repeated communications from the City’s zoning staff that the application met all review criteria, all zoning regulations, airport height criteria, FAA approval and code FAR incentives.

The DRC incorrectly interpreted, even after direction from the zoning staff, how allowable heights are permissible in the existing district.

The DRC grossly misinterpreted how tapering of building heights is directed by the code even after being directed by the city zoning staff. The height of this building is legally permissible under the zoning code without any approvals.

No lawful and competent substantial evidence was presented by any opponent or neighbor raising opposition proving that the standards have not been met and the application is adverse to the public interest.

The impacts cited by the vast majority of neighbors who spoke on the issue, and the DRC members, will not be changed or eliminated by a lower FAR or lower height of the building.

The DRC incorrectly assessed impacts to the neighboring building.

The DRC made negative interpretations of impacts even though the proposed building meets all legal setbacks, exceeds parking required and building coverage.

The DRC ignored the purpose and intent of the DC-2 zoning district, where this site is located upon, of which the code reads, "This district provides for intense residential development".

The DRC ignored the fact that the DC-2 district has an unlimited building height.
CASE #17-31000008 APPEAL

EXHIBIT C

Height Map (Section 16.20.120.7) and
Previously Approved Projects Map dated
January 2018
MAXIMUM BUILDING HEIGHT

Area

A. 300' Above 300'
B. 300' to 450' Above 450'
C. 300' to 375' Above 375'
D. 125' to 150' Up to 200'
E. 50' Up to 75'

Base Height

Streamline Height

Public Hearing

0.125 0.25

Miles

0

MAP:

[Map showing different areas with various height limits indicated by color codes.]
CASE #17-31000008 APPEAL

EXHIBIT D

Public Participation Report
In accordance with LDR Section 16.70.040.1.F. "It is the policy of the City to encourage applicants to meet with residents of the surrounding neighborhoods prior to filing an application for a permit requiring review and public hearing. The applicant, at his option, may elect to include neighborhood mediation as a preparatory step in the development process. Participation in the public participation process prior to required public hearings will be considered by the decision-making official when considering the need, or request, for a continuance of an application. It is not the intent of this section to require neighborhood meetings, but to encourage meetings prior to the submission of applications for approval and documentation of efforts which have been made to address any potential concerns prior to the formal application process."

APPLICANT REPORT

Street Address:
1. Details of techniques the applicant used to involve the public
   (a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal

   MARK R. OUEST OF THE DOWNTOWN NEIGHBORHOOD ASSOC. WAS CONTACTED VIA A TELEPHONE MESSAGE & EMAIL (SEE ATTACHED) PRIOR TO SUBMITTING.

   (b) Content, dates mailed, and number of mailings, including letters, meeting notices, newsletters, and other publications

   (c) Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located

2. Summary of concerns, issues, and problems expressed during the process

3. Signature or affidavit of compliance - President or vice-president of any neighborhood associations
   Check one:  
   [ ] Proposal supported  
   [ ] Do not support the Proposal  
   [ ] Unable to comment on the Proposal at this time  
   [ ] Other comment(s):

   Association Name: [ ] President or Vice-President Signature

If the president or vice-president of the neighborhood association are unavailable or refuse to sign such certification, a statement as to the efforts to contact them and (in the event of unavailability or unwillingness to sign) why they were unable or unwilling to sign the certification:
Hi Marilyn,

We are the architecture firm working with a development team for a proposed condominium project on the southwest corner of 1st St. N. and 4th Ave N. named Bezu. The lot is currently vacant and is just east of the Flori de Leon Apartments. Michel Regignano from the development team has left you a phone message as well. Please see the attached description of the project and please contact Michel Regignano or I, so we may give you additional information, answer any questions, or discuss any potential concerns your association may have regarding the proposed project. Thank-you.

Sincerely,
Joseph Lacki, President

Architectonics Studio, Inc.
2600 Dr. Martin Luther King, Jr. Street North
Suite 600
St. Petersburg, FL 33704
Phone: 727-323-5676
Fax: 727-323-5826
Cell: 727-656-1034
Email: jlacki@asi-fl.com
Visit our website @ www.architectonicsstudio.com
Hi Gina,

I know you have previously spoke with Michel Regignano, the developer of this project. I just wanted to keep in touch with you and send you the latest plans on the project. There has been some minor revisions to the ingress and egress to the project and we have added some additional drawings to show a typical floor plan, and the parking garage plans. I've also included the latest elevations. I'm hoping you will find that this will be a welcomed addition to our beautiful St. Pete skyline. Please reach out to Michel or I if you have any questions or concerns. Thank-you.

Sincerely,

Joseph Lacki, President
Elizabeth Abernethy

From: Joe Lacki <jlacki@architectonicsstudio.com>
Sent: Monday, October 16, 2017 3:01 PM
To: Gina Driscoll
Cc: Elizabeth Abernethy; Corey D. Malyszka; michel regignano; Krassen Gueorguiev; todd@pressmaninc.com; Dave S Goodwin
Subject: RE: Bezu Condos

Thanks Gina- if you have any questions please contact us.
Sincerely,
Joseph Lacki, President

ARCHITECTONICS
architects • planners

Architectonics Studio, Inc.
2600 Dr. Martin Luther King, Jr. Street North
Suite 600
St. Petersburg, FL 33704
Phone: 727-323-5676
Fax: 727-323-5826
Cell: 727-656-1034
Email: jlacki@asi-fl.com
Visit our website @ www.architectonicsstudio.com

From: Gina Driscoll [mailto:ginadriscoll1@gmail.com]
Sent: Monday, October 16, 2017 2:50 PM
To: Joe Lacki <jlacki@architectonicsstudio.com>
Subject: Re: Bezu Condos
Thank you, Joe! I’ll share this with the planning and development committee.

Gina

On Oct 16, 2017, at 2:22 PM, Joe Lacki <jlacki@architectonicsstudio.com> wrote:

Hi Gina,
I know you have previously spoke with Michel Regignano, the developer of this project. I just wanted to keep in touch with you and send you the latest plans on the project. There has been some minor revisions to the ingress and egress to the project and we have added some additional drawings to show a typical floor plan, and the parking garage plans. I’ve also included the latest elevations. I’m hoping you will find that this will be a welcomed addition to our beautiful St. Pete skyline. Please reach out to Michel or I if you have any questions or concerns. Thank-you.
Sincerely,
Joseph Lacki, President
Architectonics Studio, Inc.
2600 Dr. Martin Luther King, Jr. Street North
Suite 600
St. Petersburg, FL 33704
Phone: 727-323-5676
CASE #17-31000008 APPEAL

EXHIBIT E

Additional Correspondence
CASE #17-31000008

ADDITIONAL CORRESPONDENCE
To City of St. Petersburg, FL
Planning and Economic Development Dept.
Development Review Services Division
Attn: Corey Malyszka

From: Gary and Margaret Somerville
130 4th Ave N, #211
St. Petersburg, FL 33701

Re: 116 4th Ave N and 356 1st Street N
Aproval of a Site Plan to construct a 23 story, 29 unit multi-family development. The applicant is requesting floor area ratio bonuses and a Variance to the Albert Whitted Overlay Height Standards.
Case No 17-31000008.

This letter is to present several issues which impact the property and structure located adjacent to the above address: 130 4th Ave N., Flori de Leon Apartments, Inc. (Flori), a 1926 structure recognized by the City as a historic site and disregard for the St Petersburg City Plan for buildings located within the downtown corridor.

Please consider the “foot print” proposed in this development including that of the environmental and life quality impact on the adjacent properties:

1. Impact of rain and water runoff from the proposed concrete structure onto the residential walkway on the NE side of the Flori. The walkway is level with 2 side door entrances to the Flori.
2. Impact of a 23 story building on the access of sunlight to the Flori, a 7 story concrete stucco building. The current Flori access to sunlight prevents the growth of mold and moss on the building and roof areas.
3. The runoff from the roof tops/gutters of the existing 2 adjacent properties historically travels via piping into a grated drain located approx. 6 ft NE from the Flori walls and the NW walls of the neighboring property structure. Is the City planning to reposition or redesign the receptacle for the run-off pipes servicing these properties
4. The Flori is designed for E-W airflow for cooling, the building is not sealed or equipped for central AC. Our apartments and common areas are dependent on the airflow from this crossflow for fresh air and window AC units for cooling.
5. Noise, odors, and light factors generated from the proposed HVAC, pool, garage and number of residents using outdoor recreation areas on the 6th floor. Safety is also an issue associated with these items including diminished lighting on the NE walkway, embers from patio/balcony grills, and trash location and pick-up – there is no access to a service alley for garbage trucks and bins.
6. Driver and automobile safety. A review of recent increases in auto accident reports on this block and intersection along with an increase of vehicles based on the proposed development is of grave concern. The residents of the Flori do not have private parking for their cars. The density caused by the size of this development including the spacing of the development in the proposed perimeter will impact public parking access, traffic flow and driver visibility, a cause for concern to drivers and pedestrians.

To these points, we request that you preserve the architectural integrity of this city block on the outer boundary of the downtown area and remain true to the well designed and approved plan for downtown development.

Respectfully,

Gary and Margaret Somerville
gmsomerville@hotmail.com
Please provide to commission

-----Original Message-----
From: Alexis Metcalf [mailto:alexislmetcalf@gmail.com]
Sent: Monday, December 04, 2017 4:33 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>
Subject: No to Bezu

Dear Corey,

I'm writing to let you know my opposition to the proposed building of Beau. Keep St. Pete Special, no to Bezu! 4th Ave N. & 1st St.

Stop allowing these new buildings to be built that are out of proportion to our city- they are ruining the feel of our town and killing the small - historic city that makes St. Pete so special.

Thank you for your attention to this matter.

Sent from my iPhone
Dear Corey, Council members, and Mayor Kriseman,

A resident of downtown St. Petersburg, (I live on 4th Avenue N and 3rd street, and am a registered voter)
I am deeply concerned about the out of place monstrosity that is being planned for 4th Avenue and 1st Street North. We have lost so many of the charming and historical houses along 4th Avenue already, and while I understand the need for new housing, I feel the city is remiss in its city planning and urban development.
A 20 plus high rise building squeezed in next to the beautiful Flori de Leon building is unacceptable!
Please stop giving any developer carte blanche to build whatever they want within our beautiful city without concern for the aesthetics of the surrounding architecture.
I will happily sign any and all petitions to prevent this project from moving forward,
Thank you for your consideration,

Tina Smith
309 4th Avenue N.
St. Petersburg, FL 33701
727-437-6272
rhiinc@aol.com
Keep St. Pete Special and vote no to Bezu!
We moved to this city because of the special character it has. New buildings should at minimum match the old historic look of the city.
Please stop Bezu! It is out of place for the middle of our downtown historic district and approval would set the precedent & open the flood gates for more out of scale buildings in this low intensity downtown neighborhood. Keep St. Pete Special, no to Bezu!

Danielle LaCasse
Local resident
I am writing to express concern and opposition to the construction of a 23 storey building on the small vacant lot at the southwest corner of 4th Ave N and 2nd St. The proposed Bezu condo building is grossly out of scale for this small lot and the surrounding low-density neighborhood.

I would like to be notified of any public hearings pertaining to these plans for this lot in my neighborhood so that I can have an opportunity to learn what is being proposed and to make my concerns, if any, known to officials reviewing the plans.

Thank you.

Robin Warren
350 2nd St. N #25
St. Petersburg 33701
727-391-821
Preserve the 'Burg!
It's a shame that our beautiful city is being inundated with these massive high rise buildings that only millionaires can afford. St Pete has never been about the Haves always been a place regular people could afford to live.
Why would the city allow our wonderful history be pushed aside for the investors greed. I'm all for progress, but controlled thoughtful progress. How many more people can be crammed into downtown? I've lived in the city for 10 years and have noticed the huge increase in traffic since the apartments and condos have been increasing, when do we say enough. Please preserve our way of life and beautiful historic buildings.

Sincerely
A Concerned St Pete resident

--
Sent from Gmail Mobile
From: irmadutchie@gmail.com [mailto:irmadutchie@gmail.com]
Sent: Monday, December 04, 2017 5:04 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>
Subject: Bezu

Please consider my concern before approving building the Bezu. This building will appear out of place in the beautiful historic district of downtown Saint Petersburg. Please don't allow out of scale buildings in the low-intensity downtown neighborhood.

Thank you,

Irma Witbreuk

Sent from my T-Mobile 4G LTE device
Keep St. Pete Special, no to Bezu! We need to preserve what makes St Pete special!

Thank you

Jen Bishop
From: Corey D. Malyszka
Sent: Tuesday, December 05, 2017 8:26 AM
To: Iris L. Winn
Subject: FW: Bezu... no!

From: Nicole Matoushek [mailto:nmatoushek@hotmail.com]
Sent: Monday, December 04, 2017 6:56 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>
Subject: Bezu... no!

Please keep St Pete special... NO to Bezu
Sir,

In recent months I have been comforted by the discussions and focus the City has had about focusing on smart growth. Growth is indeed a good thing, but smart growth is better.

The current plans for the 'Bezu' condo development is the antithesis of smart growth. The city administrations decisions on how and what to permit for development in our low intensity downtown should keep in my why both people and developers are flocking to our city- it is our unique and special character.

With that, I ask that the City NOT approve the Bezu plans to build on such a small lot. You have the ability to determine how we maintain our distinct character and how we Keep St. Pete Special.

Kind regards,
Cesar Morales
218 11th Ave North
St. Petersburg FL 33701

--

Cesar Morales
703.343.0450
From: Bonita Agan [mailto:bonnie@bonnieagan.com]
Sent: Tuesday, December 05, 2017 2:01 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>
Subject: Preserve the Burg

Please do not allow the 23-story Bezu get built next to the historic Flori de Leon. Too big and out of scale.
Thanks.
Bonnie Agan
251 Driftwood Rd SE
St. Petersburg, FL. 33705
Iris L. Winn

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<tr>
<th>From:</th>
<th>Corey D. Małyszka</th>
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<td>To:</td>
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<tr>
<td>Subject:</td>
<td>FW: Preserve the Burg!</td>
</tr>
</tbody>
</table>

Follow Up Flag: Follow up
Flag Status: Completed

-----Original Message-----
From: Susan Francesconi [mailto:suenguys@gmail.com]
Sent: Tuesday, December 05, 2017 3:26 PM
To: Corey D. Małyszka <Corey.Małyszka@stpete.org>
Subject: Preserve the Burg!

I am writing to you to voice my concern about permitting the construction of Bezu, a 23 story high rise, next to the historic Flori de Leon. It is out of place for the middle of our downtown historic district and approval would open the door to additional out of scale buildings in downtown neighborhood. Please keep St Pete’s charm and don’t allow this building to be built as planned.
Sincerely, Susan Francesconi, St Pete Florida

Sent from my iPhone
Greetings Corey,

Bezu is beyond the pale for the neighborhood in terms of the massive scale on a mere 10,000 s.f. lot with the expectation of a height approaching 300 ft. The size is totally inconsistent with the surrounding structures in this historic part of town.

This will be by far the monster in DC-2 and would be more appropriate in another zoning area. Despite the "objective" standards like FAR the "subjective" standards of compatibility are ignored and should be reappraised by staff.

This project defies the wants of the citizenry in terms of residential edges that retain a good mix of scale and character. The scale of Bezu is off the charts to comply with this common desire.

The parking podium alone is huge at five levels which also contributes to the out-of-place appearance. The requested FAR of 7 is twice what DC-2 suggests. The added traffic on treacherous 1st St. is inviting disaster.

The surrounding eclectic mix of apartments, townhouses, homes and smaller condominiums exhibit a distinct sense of place that will be encroached upon by this oversized behemoth.

Despite the legal posting in the neighborhood, the outreach was minimal if even existent.

This is my neighborhood and I am an avid 'Burg booster. I have no patience with NIMBY's, but when something this outrageous occurs, it time to ask, "is this really the right way for the neighborhood to evolve?".

I would like to respectfully request that the DRC table this plan until the developer can present a sensibly sized project that would be more aligned with this special district.

Thank you for your indulgence and please see that the DRC gets this prior to the hearing and this be on the record.

Sincerely,

Bill Stokes
The Unusual Link Between Alzheimer’s and Coconut Oil (Watch) Memory Repair Protocol
http://thirdpartyoffers.juno.com/TGL3131/5a2716b84936b16b8788est04vuc
Dear Corey,

We are writing to say that in our opinion the proposed development at First & Fourth is wildly out of scale for the plot and should be severely downsized. We have read that a four-townhome development had been planned there, and that seems far more in keeping with the character of the neighborhood and the nearby homes.

By way of background we are not impacted by this proposed development, this is a totally objective view. Our interest is simply in seeing development in downtown St. Pete conducted in a controlled, sensible fashion. It is a long term view of the future. We do not know anyone impacted.

Other tall residential buildings downtown are either on or abutting Beach Drive where this is expected; or, like One, their construction did not have a particular impact on residents of (virtually) immediately adjacent lower-rise structures. This one does. The proposal under consideration conjures up words like shock, impolite, rude, avaricious – behaviors and characteristics generally inconsistent with St. Pete’s friendly and respectful personality. We think this is a good moment perhaps to throw a flag, take a time out, a deep breath, a mini-moratorium, and really reconsider what you folks want the future of downtown to be. In terms of design and character and behaviors, including how we treat adjacent residents.

I read that the developer defends his concept as being “highest and best use” – probably quite true - but that is simply a financial metric and should be irrelevant to “Planning” considerations. Should this grossly oversized development be approved, then the City has made it clear that a higher tax base will win at any aesthetic cost and at any personal cost to those immediately impacted. The “Planning” board might simply change its name to the “Approval” board and let the constituency know which way the wind is blowing. Let’s be transparent.

Said differently, approval of a 23 story “in your face” structure on such a tiny sliver of a plot suggests that there really isn’t anything the City would not approve. We think that is a recipe for ultimate disaster, we have all seen this movie elsewhere. The ending is suboptimal.

So we think you folks should seriously reconsider your recommendation to the Commission.

Wouldn’t you think that a development should be consistent with sensible FAR (plot-to building scale, setbacks and the like), consistent with the character of the neighborhood and consistent with the reasonable expectations of adjacent owners? This proposal fails dismally on all of these common sense standards. We oppose it.

Yours sincerely,
The explosion of skyscrapers in downtown has diminished the beauty of St Petersburg street scape. The almost contiguous cement walls that line our sidewalks could be softened with lush landscaping, but more importantly should be subjected to people friendly setbacks. The BEZU is just another example of greed punishing pedestrians and folks who believe St Pete is special and who want to keep it that way. Will we soon look like Tampa around Curtis Hixon Park. Protect our town!

Sallie Kosefeski
--
P.S. PLEASE FORGIVE THE ALL CAPS TYPING. IT IS OUR WAY OF COPING WITH WICKED POOR TYPING SKILLS. WE ARE NOT SHOUTING ABOUT ANYTHING EXCEPT OUR DEFICIT IN TYPING SKILLS. THANKS FOR YOUR TOLERANCE.       WALTER & SALLIE
The 23 story “Bezu” does not belong on the small lot on 4th Ave approaching Beach Drive. It is essential to maintain the unique and historic charm of St Pete. A corridor of high rises plus the increased traffic congestion will destroy all that makes this area special.
Build thoughtfully, Build West.
Lisa Palmer
Sent from my iPhone
PETITION

To: City of St. Petersburg, FL
   Planning and Economic Development Dept.
   Development Review Services Division
   Attn: Corey Malyszka

We, the undersigned residents and neighbors of the property located at 116 4th Avenue North
and 356 1st Street North hereby petition the City of St. Petersburg, Planning and Economic
Development Department, Development Review Services Division (“DRS”) to REJECT the
following REQUEST which will be considered by DRS on December 6, 2017:

Approval of a Site Plan to construct a 23-story, 29-unit multi-family development. The
applicant is requesting floor area ratio bonuses and a Variance to the Albert Whitted
Overlay Height Standards. (“The Project”).

In support of this PETITION, the undersigned hereby state as follows:

• The Project will negatively affect the historic character and historic distinction of the
  neighborhood.
• The scale of the Project is inconsistent with surrounding structures. Allowing a 300’
tower to be erected along this key entrance road to our City serves neither the
community’s nor the city’s best interests.
• The Project, during the construction phase and thereafter will cause unforeseen and
undisclosed stress to utilities, public services and the surrounding infrastructure.
• The Project, during the construction phase and thereafter, will limit airflow, and
increased exhaust fumes and air pollution, thereby compromising the health and safety
concerns of surrounding residents.
• The Project, during the construction phase will cause seismic shock and/or vibration to
surrounding structures.
• The Project will lead to the deterioration of existing sidewalks and streets.
• The Project will place an additional burden on already overtaxed parking, traffic patterns,
public transportation and pedestrian safety.

In light of the foregoing, we the undersigned hereby OPPOSE the approval of the Site Plan as
noted above, and urge the DRS to REJECT the requested approval.

Presented this ___ day of November 2017.

[Signature]

[Signature]
PETITION

To: City of St. Petersburg, FL
   Planning and Economic Development Dept.
   Development Review Services Division
   Attn: Corey Malyszka

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Presented this ______ day of November 2017.

__________________________
First Signature

__________________________
Second Signature

301 Second St. S.
301 Second St. No. 18
33701
Council Members:

Please uphold the unanimous DRC decision rejecting the Bezu plan.

Please deny the appeal for the proposed massive high-rise condo - it is too much for too small of a piece of property located in the heart of the Downtown National Register Historic District. Fourth Avenue North is a critical access point to downtown St. Petersburg. It truly is a signature road that states the "brand" that St. Petersburg has developed. Its rich collection and mix of historic resources. Includes six designated local landmark buildings and an additional six buildings that have been identified as eligible for landmark designation.

If you don't say NO this time how will you ever be able to say no to any other proposed development that overwhelms the scale and feel of its historic neighborhood? Denying the appeal would also be consistent with council's 2007 decision to say NO to another out of scale development in the Downtown Historic District, the hotel development that was proposed just a block away on 5th Ave. N. The proposed structure is twice the size of the new hotel that is one block to the north.

Downtown St. Petersburg is special, particularly the 4th Avenue North corridor where Bezu would be built. The scale of this project is inconsistent with the surrounding buildings. Instead of complimenting the surrounding buildings, the scale and finish of the Bezu project is simply inconsistent with the surrounding buildings.

Finally, St. Petersburg is at a turning point. Historically, any development was good development. But times have changed! The City has developed a unique image, and is now a vacation destination. Beach Drive resonates with the sound of people who come here, because they do NOT want to go to another high-rise City like Miami or Tampa. The existing Fourth Avenue corridor with its low to midrise buildings typifies this feeling. Placing a project, the scale of the Bezu on the corner of 4th Avenue North and 1st Street is simply the wrong location for this building.

For all these reasons we are respectfully asking you to confirm the DRC decision and say NO to out of scale development that fails to respect our city's past and its sense of place.

thanks!

m (Bill) Herrmann
Flori DeLeon
130 4 Ave N, 405
St. Petersburg, FL
954-803-6838
January 17th, 2018

Council Members:

Please uphold the unanimous DRC decision rejecting the Bezu plan.

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For all these reasons we are respectfully asking you to confirm the DRC decision and say NO to out of scale development that fails to respect our city's past and its sense of place.

thanks!

Susan Sanders
Flori de Leon #214
St. Petersburg, FL 33701v
From: Susan Vincent <vincent.susan@gmail.com>
Sent: Wednesday, January 17, 2018 9:25 AM
To: Council; Corey D. Malyszka; Elizabeth Abernethy; Stop Bezu; Mayor
Subject: Fwd: Please Vote NO to Bezu!

Council Members:

Please uphold the unanimous DRC decision rejecting the Bezu plan.

Please deny the appeal for the proposed massive high-rise condo - it is too much for too small of a piece of property located in the heart of the Downtown National Register Historic District. Fourth Avenue North is a critical access point to downtown St. Petersburg. It truly is a signature road that states the “brand” that St. Petersburg has developed. Its rich collection and mix of historic resources. Includes six designated local landmark buildings and an additional six buildings that have been identified as eligible for landmark designation.

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For all these reasons we are respectfully asking you to confirm the DRC decision and say NO to out of scale development that fails to respect our city's past and its sense of place.

Thank you!

Susan Vincent
Flori de Leon #509
130 4th Ave. N.
St. Petersburg, FL 33701
Council Members:

Please uphold the unanimous DRC decision rejecting the Bezu plan.

Please deny the appeal for the proposed massive high-rise condo - it is too much for too small of a piece of property located in the heart of the Downtown National Register Historic District. Fourth Avenue North is a critical access point to downtown St. Petersburg. It truly is a signature road that states the “brand” that St. Petersburg has developed. Its rich collection and mix of historic resources. Includes six designated local landmark buildings and an additional six buildings that have been identified as eligible for landmark designation.

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thanks!

m (Bill) Herrmann
Flori DeLeon
130 4 Ave N, 405
St. Petersburg, FL
954-803-6838
Elizabeth Abernethy

From: Carole <vanzees@aol.com>
Sent: Wednesday, January 17, 2018 1:54 PM
To: Council; Corey D. Malyszka; Elizabeth Abernethy; stopbezu@gmail.com; Mayor
Subject: NO to Bezu

Council Members:

Please uphold the unanimous DRC decision rejecting the Bezu plan.

Please deny the appeal for the proposed massive high-rise condo - it is too much for too small of a piece of property located in the heart of the Downtown National Register Historic District. Fourth Avenue North is a critical access point to downtown St. Petersburg. It truly is a signature road that states the “brand” that St. Petersburg has developed. Its rich collection and mix of historic resources. Includes six designated local landmark buildings and an additional six buildings that have been identified as eligible for landmark designation.

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For all these reasons we are respectfully asking you to confirm the DRC decision and say NO to out of scale development that fails to respect our city's past and its sense of place.

thanks!

Caroline van Zuiden
Flori de Leon
130 4th ave N
St. Petersburg, Florida 33701
CASE #17-31000008 APPEAL

EXHIBIT F

Resolutions A and B
RESOLUTION NO.__________

A RESOLUTION GRANTING THE APPEAL RECEIVED ON DECEMBER 12, 2017, AND OVERTURNING THE DEVELOPMENT REVIEW COMMISSION'S DENIAL OF A SITE PLAN TO CONSTRUCT A 23-STORY, 29-UNIT MULTI-FAMILY DEVELOPMENT, WITH FLOOR AREA RATIO BONUSES AND A VARIANCE TO THE ALBERT WHITTED OVERLAY HEIGHT STANDARDS LOCATED AT THE SOUTHWEST CORNER OF 4TH AVENUE NORTH AND 1ST STREET NORTH (356 1ST STREET NORTH AND 116 4TH AVENUE NORTH; CITY FILE 17-31000008 APPEAL) AND APPROVING THE SITE PLAN, WITH AMENDED CONDITIONS OF APPROVAL; MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 6, 2017, the Development Review Commission (DRC) held a public hearing for a proposed Site Plan to construct a 23-story, 29-unit multi-family development, with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards located at the southwest corner of 4th Avenue North and 1st Street North (356 1st Street North and 116 4th Avenue North); and

WHEREAS, the DRC made a motion to approve the request and the motion to approve the request failed by a vote of 0 to 7, thereby denying the request; and

WHEREAS, the appellant timely filed the Notice of Appeal of the DRC's decision on December 12, 2017, to come before the City Council to seek a reversal of this decision; and

WHEREAS, the City Council finds that it is appropriate to amend the recommended Special Conditions of approval as shown in the staff report dated 11-29-17; and

WHEREAS, the City Council finds that it is appropriate to grant the appeal thereby overturning the DRC's denial of the Site Plan and approving the Site Plan with amended Special Conditions.

NOW, THEREFORE BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that the City Council makes the following findings:

1. The Site Plan with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards complies with the City's applicable Land Development Regulations and Comprehensive Plan; and
2. The City Council finds that it is appropriate to **grant** the appeal and **overturn** the DRC's **denial** of the Site Plan with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards, and **approve** the Site Plan subject to the conditions of the Staff Report, as adopted by the DRC at the public hearing and subject to the amended conditions.

BE IT FURTHER RESOLVED that under its de novo appellate authority, based upon the foregoing findings of fact based on evidence, this Council **approves** the Site Plan with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards, subject to the conditions in the Staff Report, and **approves** the appeal herein; and

BE IT FURTHER RESOLVED that this resolution shall become effectively immediately upon adoption.

APPROVED AS TO FORM AND SUBSTANCE:

Planning and Economic Development Department

City Attorney
"B"

RESOLUTION NO.__________

A RESOLUTION DENYING THE APPEAL RECEIVED ON DECEMBER 12, 2017, AND UPHOLDING THE DEVELOPMENT REVIEW COMMISSION’S DENIAL OF A SITE PLAN TO CONSTRUCT A 23-STORY, 29-UNIT MULTI-FAMILY DEVELOPMENT, WITH FLOOR AREA RATIO BONUSES AND A VARIANCE TO THE ALBERT WHITTED OVERLAY HEIGHT STANDARDS LOCATED AT THE SOUTHWEST CORNER OF 4TH AVENUE NORTH AND 1ST STREET NORTH (356 1ST STREET NORTH AND 116 4TH AVENUE NORTH; CITY FILE 17-31000008 APPEAL) AND DENYING THE SITE PLAN; MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 6, 2017, the Development Review Commission (DRC) held a public hearing for a proposed Site Plan to construct a 23-story, 29-unit multi-family development, with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards located at the southwest corner of 4th Avenue North and 1st Street North ((356 1st Street North and 116 4th Avenue North); and

WHEREAS, the DRC made a motion to approve the request and the motion to approve the request failed by a vote of 0 to 7, thereby denying the request; and

WHEREAS, the appellant timely filed the Notice of Appeal of the DRC’s decision on December 12, 2017, to come before the City Council to seek a reversal of this decision; and

WHEREAS, the City Council finds that it is appropriate to deny the appeal thereby upholding the DRC’s denial of the Site Plan and denying the Site Plan.

NOW, THEREFORE BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that the City Council makes the following findings:

1. The Site Plan with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards does not comply with the City’s applicable Land Development Regulations and Comprehensive Plan; and

2. The City Council finds that it is appropriate to deny the appeal and uphold the DRC’s denial of the Site Plan with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards.
BE IT FURTHER RESOLVED that under its de novo appellate authority, based upon the foregoing findings of fact based on evidence, this Council denies the Site Plan with floor area ratio bonuses and a variance to the Albert Whitted Overlay Height Standards, and denies the appeal herein; and

BE IT FURTHER RESOLVED that this resolution shall become effectively immediately upon adoption.

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
Planning and Economic Development Department Date 1-17-18

[Signature]
City Attorney Date 1-17-18
## Drug Stats

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<th>Oct, Nov, Dec:</th>
<th></th>
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<tr>
<td><strong>INCIDENTS</strong></td>
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<td></td>
<td>717</td>
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<td>563</td>
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<td><strong>ARRESTS</strong></td>
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<td>404</td>
<td>353</td>
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<tr>
<td>Last Year</td>
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<td><strong>Change</strong></td>
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# Robbery Stats

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<tr>
<th>INCIDENTS</th>
<th>Oct, Nov, Dec:</th>
<th>129</th>
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<td>ARRESTS</td>
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## Burglary Stats

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<tr>
<th>INCIDENTS</th>
<th>Oct, Nov, Dec:</th>
<th>360</th>
<th>Last Year</th>
<th>501</th>
<th>Change</th>
<th>-28.1%</th>
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<tr>
<td>ARRESTS</td>
<td>Oct, Nov, Dec:</td>
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<td>Last Year</td>
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<td>Change</td>
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## Auto Burglary Stats

### INCIDENTS

<table>
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<tr>
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<th>757</th>
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<td>Last Year:</td>
<td>1,682</td>
<td></td>
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<td>Change:</td>
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### ARRESTS

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<th>Oct, Nov, Dec:</th>
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<th>-69.1%</th>
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<tr>
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<td>Change:</td>
<td>-69.1</td>
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# Auto Theft Stats

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<tr>
<th>INCIDENTS</th>
<th>Oct, Nov, Dec: 259</th>
<th>Last Year: 368</th>
<th>Change: -30%</th>
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<tbody>
<tr>
<td>ARRESTS</td>
<td>Oct, Nov, Dec: 59</td>
<td>Last Year: 73</td>
<td>Change: -19.1%</td>
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<tr>
<td></td>
<td>30 Adults, 29 Juveniles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Change percentage is calculated as follows: 

- **INCIDENTS**: \( \text{Percentage Change} = \frac{259 - 368}{368} \times 100 = -30\% \)
- **ARRESTS**: \( \text{Percentage Change} = \frac{59 - 73}{73} \times 100 = -19.1\% \)
Habitual Offender Monitoring Enforcement (HOME) October – December 2017

54 Juveniles on Intensive Supervision

274 Juveniles on RADAR

**(20 Juveniles on BOTH)**

45 (Average) Juveniles with Electronic Monitors

1,785 Curfew / Compliance Checks
2nd Chance Program

October – December 2017:

- 29 Juveniles Enrolled
- 26 Completed Successfully
Nuisance Abatement Update
October - December

<table>
<thead>
<tr>
<th>Category</th>
<th>2016</th>
<th>2017</th>
</tr>
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<tbody>
<tr>
<td>Warning Letters</td>
<td>14</td>
<td>7</td>
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<tr>
<td>Responsive Property Owners</td>
<td>12</td>
<td>6</td>
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<tr>
<td>Non-Responsive Owners</td>
<td>2</td>
<td>1</td>
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<tr>
<td>Pending</td>
<td>0</td>
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<tr>
<td>2016</td>
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<td>2017</td>
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<tr>
<td></td>
<td>November</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>December</td>
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</tr>
</tbody>
</table>
Use of Force Incidents

**Use of Force = Any Hands-On Actions

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>October</td>
<td>59</td>
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<tr>
<td></td>
<td>November</td>
<td>93</td>
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<td></td>
<td>December</td>
<td>76</td>
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<tr>
<td>2017</td>
<td>October</td>
<td>78</td>
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<td></td>
<td>November</td>
<td>68</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>75</td>
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</tbody>
</table>
October - December

Complaints

<table>
<thead>
<tr>
<th>Year</th>
<th>Citizens</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>2017</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

Commendations

<table>
<thead>
<tr>
<th>Year</th>
<th>Citizens</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>62</td>
<td>39</td>
</tr>
<tr>
<td>2017</td>
<td>28</td>
<td>28</td>
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</tbody>
</table>
Park, Walk & Talk
October, November, December

November
1,603

October
1,807

December
1,751

3 Month Total: 5,161

GPS Tracking of Officers’ Park, Walk & Talk
# Average Response Times for Calls for Service

<table>
<thead>
<tr>
<th></th>
<th>Call Processing and Dispatch Time</th>
<th>Officer's Travel Time</th>
<th>Total Response Time to On-Scene Arrival</th>
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<tbody>
<tr>
<td><strong>Priority 1 Calls:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 minute Goal</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>October</td>
<td>0.5</td>
<td>5.0</td>
<td>5.5</td>
</tr>
<tr>
<td>November</td>
<td>0.6</td>
<td>5.6</td>
<td>6.3</td>
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<tr>
<td>December</td>
<td>0.7</td>
<td>5.1</td>
<td>5.8</td>
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<tr>
<td><strong>Priority 2 Calls:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 minute Goal</td>
<td></td>
<td></td>
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<tr>
<td>October</td>
<td>1.1</td>
<td>6.0</td>
<td>7.1</td>
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<td>November</td>
<td>1.0</td>
<td>6.0</td>
<td>7.0</td>
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<tr>
<td>December</td>
<td>1.2</td>
<td>5.9</td>
<td>7.1</td>
</tr>
<tr>
<td><strong>Priority 3 Calls:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 minute Goal</td>
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<td>October</td>
<td>9.6</td>
<td>7.8</td>
<td>17.4</td>
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<td>November</td>
<td>9.4</td>
<td>7.7</td>
<td>17.1</td>
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<tr>
<td>December</td>
<td>9.9</td>
<td>7.8</td>
<td>17.7</td>
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## Traffic Stats

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
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</thead>
<tbody>
<tr>
<td>Traffic Citations</td>
<td>6229</td>
<td>6397</td>
</tr>
<tr>
<td>Traffic Crashes</td>
<td>2363</td>
<td>2237</td>
</tr>
<tr>
<td>Traffic Stops</td>
<td>5003</td>
<td>5756</td>
</tr>
<tr>
<td>DUI Arrests</td>
<td>100</td>
<td>131</td>
</tr>
</tbody>
</table>
Equal Opportunity & Affirmative Action Goals
Labor Market Availability (LMA) Goals

- **White Females**: 7.7% (Goal) 5.1% (Actual)
- **Minority Males**: 13.6% (Goal) 4.9% (Actual)
- **Minority Females**: 21.8% (Goal) 18.3% (Actual)
## Off Duty Assignments

<table>
<thead>
<tr>
<th>Month</th>
<th>Number of Assignments</th>
<th>Amount Received from Billing</th>
<th>Difference</th>
</tr>
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<tbody>
<tr>
<td>January 2017</td>
<td>512</td>
<td>$145,612.50</td>
<td>$29,938.82</td>
</tr>
<tr>
<td>February 2017</td>
<td>406</td>
<td>$118,857.50</td>
<td>$24,844.49</td>
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<tr>
<td>March 2017</td>
<td>378</td>
<td>$106,646.00</td>
<td>$24,416.49</td>
</tr>
<tr>
<td>April 2017</td>
<td>437</td>
<td>$120,480.00</td>
<td>$25,068.46</td>
</tr>
<tr>
<td>May 2017</td>
<td>492</td>
<td>$136,608.00</td>
<td>$28,795.11</td>
</tr>
<tr>
<td>June 2017</td>
<td>343</td>
<td>$97,420.00</td>
<td>$19,642.15</td>
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<tr>
<td>July 2017</td>
<td>381</td>
<td>$107,520.20</td>
<td>$23,210.90</td>
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<tr>
<td>August 2017</td>
<td>357</td>
<td>$100,525.00</td>
<td>$19,381.20</td>
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<tr>
<td>September 2017</td>
<td>276</td>
<td>$78,196.00</td>
<td>$14,951.30</td>
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<tr>
<td>October 2017</td>
<td>465</td>
<td>$129,405.00</td>
<td>$25,640.39</td>
</tr>
<tr>
<td>November 2017</td>
<td>514</td>
<td>$143,992.50</td>
<td>$34,805.69</td>
</tr>
<tr>
<td>December 2017</td>
<td>506</td>
<td>$144,285.00</td>
<td>$23,448.96</td>
</tr>
<tr>
<td><strong>1 Year Totals</strong></td>
<td><strong>5067</strong></td>
<td><strong>$1,429,547.70</strong></td>
<td><strong>$294,143.96</strong></td>
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# Police Overtime: Fiscal Year 2017 4th Quarter

<table>
<thead>
<tr>
<th></th>
<th>2018 YTD</th>
<th>Budget Amount</th>
<th>Variance</th>
<th>% of Total Budget Expended FYTD</th>
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</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>$616,419</td>
<td>$697,369</td>
<td>$80,950</td>
<td>22%</td>
</tr>
<tr>
<td>OT-Off Duty</td>
<td>$292,373</td>
<td>$336,889</td>
<td>$44,516</td>
<td>22%</td>
</tr>
<tr>
<td>OT-Special Event</td>
<td>$236,392</td>
<td>$173,143</td>
<td>($63,249)</td>
<td>34%</td>
</tr>
<tr>
<td>OT-Tropicana Field Events</td>
<td>$41,779</td>
<td>$215,455</td>
<td>$173,676</td>
<td>5%</td>
</tr>
<tr>
<td>OT-Court Time</td>
<td>$67,985</td>
<td>$75,203</td>
<td>$7,217</td>
<td>23%</td>
</tr>
<tr>
<td>OT-School Resource Officer</td>
<td>$12,691</td>
<td>$14,438</td>
<td>$1,747</td>
<td>22%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,267,639</td>
<td>$1,512,496</td>
<td>$244,858</td>
<td>21%</td>
</tr>
</tbody>
</table>
Headquarters Construction

Coming Spring 2019
January 16, 2018

TO: The Honorable Members of City Council

SUBJECT: Youth Employment and Workforce Readiness Program Update

PRESENTER: Susie Ajoc – Director, Community Services

SCHEDULE FOR COUNCIL ON:

Agenda of February 1, 2018

Lisa Wheeler-Bowman, Chair
Council member, District 7
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 1, 2018

TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution approving Amendment No. 2 to the Architect/Engineering Agreement dated November 17, 2016 between the City of St. Petersburg, Florida and ASRus, LLC ("A/E"), as amended, for injection well services during construction, late track design services, and services during construction for the late track improvements to the SWWRF Reclaimed Water and Injection Well Improvements project in an additional amount not to exceed $1,678,496, for a total contract amount not to exceed of $3,356,496 (Engineering Project No. 16110-111; Oracle No. 15838); authorizing the Mayor or his designee to execute Amendment No. 2 and all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On November 3, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and ASRus, LLC ("ASRus") to furnish professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project in the amount of $1,285,000. The scope of services included design, permitting, bidding, and construction of injection wells and a Basis of Design Report (BODR) for the associated piping and pumping facilities.

The City utilizes three existing 24" deep injection wells to inject up to 45 million gallons per day (MGD) surplus reclaimed water between approximately 970 and 1,100 feet in depth. An additional two injection wells, one onsite (IW-4) and one offsite (IW-6) with associated monitoring well (MW B-11), are required to provide increased disposal capacity to inject up to 70 MGD during extreme wet weather conditions.

The initial work authorized to ASRus was to design the injection wells, permitting assistance, bidding assistance, and construction services included, but not limited to, field inspections, construction meetings, shop drawing reviews.

On February 16, 2017, City Council approved a construction contract for Youngquist Brothers Inc. for construction of IW-4.

On April 6, 2017, City Council approved a construction contract with Florida Design Drilling Corporation for construction of IW-6 and MW B-11.

On November 2, 2017, City Council approved a construction contract with Florida Design Drilling Corporation for construction of IW-5.

Owner allowance authorized final design of three (3) fast track packages for piping connections and pumping for IW-4 and IW-6. The three (3) packages are referenced here:

1. Upgrade existing 16” Injection Well Piping – The existing 16” piping to the three onsite existing injection wells will be upgraded to 24” piping, including the wellheads.

2. Temporary pumping to IW-4 - diesel-driven, skid mounted, critically silenced, self-priming centrifugal pumps and piping connection to IW-4 currently being constructed.
3. Offsite IW-6 temporary connection — Piping connecting the existing 30” reclaimed distribution pipeline to IW-6.

On March 16, 2017, City Council approved a Construction Manager Contract (“Contract”) with The Haskell (“Haskell”) which included procurement of the pumps. An Amendment to the Contract with Haskell will be provided to City Council for approval of construction of the piping connections.

On May 18, 2017, City Council approved Amendment No. 1 to the A/E Agreement in the amount of $393,000 for A/E to provide services during construction of the piping and pumping for the fast track improvements and an evaluation of surge control under different scenarios utilizing the existing surge tank or a new surge tank. This would include final design and services during construction for surge control of the SWWRF Injection Wells.

Amendment No. 2 to the A/E Agreement in the amount of $1,678,496 will provide funding for the late track projects final design and construction services of Injection Well 5 (“IW-5”) piping, new distribution pump station, and a new surge tank system to protect the new pump station and current system. This Amendment will also provide funding for construction services for IW-5 included, but not limited to, field inspections, construction progress meetings, and shop drawing reviews.

The late track improvements for the SWWRF Reclaimed Water and Injection Well Improvements project will include a new high service pump station for distribution and the injection wells, piping from the pump station to IW-5, piping from IW-1 to IW-5 creating a loop system, and a new surge tank.

The A/E Agreement, Amendment No.1, and Amendment No. 2 includes the following phases and associated not to exceed fees and costs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Injection Wells Design/Permitting/Bidding/Construction Phase</td>
<td>$1,285,000</td>
</tr>
<tr>
<td>Fast Track Services during Construction/Surge Tanks Analysis</td>
<td>$393,000</td>
</tr>
<tr>
<td>Injection Well 5 Construction Services/Late Track Design Services/Late Track Services during Construction/Additional Surge Tank Analysis</td>
<td>$1,678,496</td>
</tr>
<tr>
<td>Revised Total A/E fees</td>
<td>$3,356,496</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Amendment No. 2 to the Architect/Engineering Agreement dated November 17, 2016 between the City of St. Petersburg, Florida and ASRus, LLC (“A/E”), as amended, for injection well services during construction, late track design services, and services during construction for the late track improvements to the SWWRF Reclaimed Water and Injection Well Improvements project in an additional amount not to exceed $1,678,496, for a total contract amount not to exceed of $3,356,496 (Engineering Project No. 16110-111; Oracle No. 15838); authorizing the Mayor or his designee to execute Amendment No. 2 and all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF SW New Inj Wells FY17/18 Project (15838).
ATTACHMENTS:  Amendment No. 2 to the A/E Agreement
Appendix A to Amendment No. 2
Resolution

APPROVALS:  
Administrative

Budget
A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE ARCHITECT/ENGINEERING AGREEMENT DATED NOVEMBER 17, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ASRUS, LLC ("A/E"), AS AMENDED, FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SWWRF RECLAIMED WATER AND INJECTION WELL IMPROVEMENTS PROJECT IN AN ADDITIONAL AMOUNT NOT TO EXCEED $1,678,496, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED OF $3,356,496 (ENGINEERING PROJECT NO. 16110-111; ORACLE NO. 15838); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and ASR U.S., LLC ("A/E") entered into an architect/engineering agreement ("Agreement") on November 3, 2016 for A/E to provide miscellaneous professional services for the SWWRF Reclaimed Water and Injection Wells Improvements Project in the amount of $1,285,000; and

WHEREAS, on May 18, 2017, City Council approved the First Amendment to the Agreement for A/E to provide additional services during construction of the piping and pumping for the fast track improvements and an evaluation of surge control under different scenarios utilizing the existing surge tank or a new surge tank in an amount not to exceed $393,000, for a total contract amount not to exceed of $1,678,000; and

WHEREAS, the City desires to amend the architect/engineering agreement and modify the Scope of Services to provide the late track projects final design and construction services of injection well 5 piping, new distribution pump station, and a new surge tank system to protect the new pump station and current system, in an additional amount not to exceed $1,678,496, for a total contract amount not to exceed of $3,356,496.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Amendment No. 2 to the Architect/Engineering Agreement dated November 17, 2016 between the City of St. Petersburg, Florida and ASRus, LLC ("A/E"), as amended, for professional engineering services related to the SWWRF Reclaimed Water and Injection Well Improvements Project in an additional amount not to exceed $1,678,496, for a total contract amount not to exceed of $3,356,496 (Engineering Project No. 16110-111; Oracle No. 15838) is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute Amendment No. 2 and all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00356879
AMENDMENT NO. 2 TO THE ARCHITECT/ENGINEERING
AGREEMENT DATED NOVEMBER 17, 2016 BETWEEN
ASRUS, LLC AND THE CITY OF ST. PETERSBURG

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the Architect/Engineering Agreement dated November 17, 2016 is made and entered into on this ____ day of ____, 2018 by and between the City of St. Petersburg, Florida ("City") and ASRus, LLC ("A/E").

WITNESSETH:

WHEREAS, the City and A/E entered into an Architect/Engineering Agreement on November 17, 2016 for the Southwest Water Reclamation Facility Reclaimed Water and Injection Wells Improvement Project ("Agreement"), for A/E to perform professional engineering services (hereafter called "Services") as set forth in Appendix A – Scope of Services to that Agreement and in accordance with the Agreement and any subsequent Amendments for a not to exceed amount of $1,285,000; and

WHEREAS, the Agreement was amended on May 30, 2017 revising the Scope of Service to include additional services and to provide additional compensation in a not to exceed amount of $393,000 for a total revised Agreement amount not to exceed $1,678,000; and

WHEREAS, the Agreement provides that changes to the Scope of Services or Payment provided in the Agreement shall be accomplished by written amendment to the Agreement; and

WHEREAS, it is agreed that the provisions of the Agreement shall remain in full force and effect throughout the Project except as amended in writing by the City and the A/E; and

WHEREAS, the City and the A/E desire to enter into Amendment No. 2 to the Agreement by revising the Scope of Services to include modifications to the Scope of Services, to include additional Services and to provide for additional compensation in a not to exceed amount of $1,678,496 for such Services requested to be performed in accordance with this Amendment and with Appendix A and Exhibit 1 to Appendix A, attached hereto and incorporated by reference herein, for a total revised Agreement amount not to exceed $3,356,496.

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 A/E hereby agree as follows:

1
1. All capitalized terms in this Amendment shall have the same meaning specified in the Agreement unless otherwise set forth herein.

2. Any and all provisions of the Agreement and Scope of Service not specifically amended by this Amendment shall remain in full force and effect.

3. The Scope of Services is amended to include modifications to the Scope of Services and those additional services as set forth in Appendix A to this Amendment. Additional compensation in a not to exceed amount of $1,678,496 as set forth in Exhibit 1 to Appendix A is hereby approved, for a total revised Agreement amount not to exceed $3,356,496.

4. A/E shall be responsible for the work performed by A/E and its subconsultants in accordance with the terms and conditions of the Agreement and the Scope of Services as modified by this Amendment; however, A/E shall not be responsible for work performed by other parties.

IN WITNESS WHEREOF, the City and A/E have caused this Amendment to be executed by their duly authorized representatives on the date first above written.

A/E

By: ____________________________
Print: ____________________________
Title: ____________________________

WITNESSES:

By: ____________________________
Print: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Print: ____________________________
Title: ____________________________

Approved as to Form and Content:

______________________________
City Attorney (Designee)

ATTEST:

Chan Srinivasa, City Clerk
(SEAL)
### Exhibit 1 to Amendment No. 2

**Work Task Breakdown**

**CITY of St. Petersburg Southwest WRF Reclaimed Water and Injection Wells Improvements**

#### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Principal in Charge</th>
<th>Senior Professional Geologist</th>
<th>Senior Construction Manager</th>
<th>Staff Scientist</th>
<th>Graphics Designer</th>
<th>Senior Clerical</th>
<th>Clerical</th>
<th>Task</th>
<th>Project Role</th>
<th>Billing Rates</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<td></td>
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<td></td>
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<td></td>
<td></td>
<td>Injection Well IW-5 Services During Construction</td>
<td>$165.00</td>
<td>3180</td>
<td>$321,800.00</td>
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<td></td>
<td></td>
<td></td>
<td>Late Track Design</td>
<td>$135.00</td>
<td>94</td>
<td>$11,000.00</td>
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<tr>
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<td></td>
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<td></td>
<td>Late Track SDC</td>
<td>$115.00</td>
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<td>$4,800.00</td>
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<td></td>
<td>Surge Analysis Services</td>
<td>$70.00</td>
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<td>$4,800.00</td>
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<td></td>
<td>Totals</td>
<td>$70.00</td>
<td>3338</td>
<td>$342,400.00</td>
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#### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
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<tbody>
<tr>
<td>5</td>
<td>$321,800.00</td>
<td>$2,200.00</td>
<td>$60,000.00</td>
<td>$3,000.00</td>
<td>$387,000.00</td>
</tr>
<tr>
<td>8</td>
<td>-</td>
<td>-</td>
<td>-53,758.00</td>
<td>-2,667.00</td>
<td>-56,445.00</td>
</tr>
<tr>
<td>9</td>
<td>$11,000.00</td>
<td>$0.00</td>
<td>$667,953.00</td>
<td>$33,397.00</td>
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<td>$0.00</td>
<td>$366,174.00</td>
<td>$19,456.00</td>
<td>$413,432.00</td>
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<tr>
<td>11</td>
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<td>$0.00</td>
<td>$116,533.00</td>
<td>$5,826.00</td>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td>$342,400.00</td>
<td>$2,200.00</td>
<td>$1,179,902.00</td>
</tr>
</tbody>
</table>

#### III. Fee Limit

- **Time and Materials Cost (Tasks 5, 9, 10, 11)**: $1,583,496.00
- **Task 4 Allowance**: -$5,000.00
- **Allowance**: $100,000.00
- **Total**: $1,678,496.00

#### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for reproduction, postage, mileage, and miscellaneous charges.
3. Allowance to be used only upon City's written authorization.
4. Includes 5 percent markup of SUBCONSULTANT.
5. Portions of the work under each task could be reassigned from ASRs to SUBCONSULTANT's or between SUBCONSULTANTs with approval of CITY and as long as the budget of each task does not change.
This Agreement is by and between CH2M HILL Engineers, Inc. (CH2M HILL) and the Client identified below (collectively, the “Parties”)

CH2M HILL’s Office Address: 4350 West Cypress Street, Tampa, FL 33607

Client: ASRus, LLC

Client’s Office Address: 13329 N. Armenia Avenue, Tampa, FL 33613

Project Name: SWWRF Reclaimed Water and Injection Wells Improvements Project

Project Location: St. Petersburg, FL

Scope:

Change: Additional scope is outlined in Attachment A.3, and is hereby added to this Agreement.

Compensation:

Time and Materials as defined in Attachment A.3.

Other Terms:

All terms and conditions of the December 6, 2016 Agreement between ASRus and CH2M HILL shall remain in full force.

The previous authorized total amount was $526,001. Inclusive of this amendment, the new authorized amount is $1,593,128.

The following documents are incorporated by reference: Attachment A.3 – Third Assignment

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. Signatures below constitute execution of this Amendment.

Approved for ASRus, LLC

By

Name

Title

Date

Approved for CH2M HILL Engineers, Inc.

By

Name Niel H. Postlethwait

Title Operations Manager

Date 12/13/2017
Mr. Mark McNeal, P.G.
ASRus, LLC
13329 N. Armenia Avenue
Tampa, FL 33613

December 13, 2017

Subject: Southwest WRF Reclaimed Water and Injection Wells Improvements — Third Assignment

Dear Mr. McNeal,

Please find below our scope of work and fee for the Third Assignment under the City of St. Petersburg Southwest WRF Reclaimed Water and Injection Wells Improvements project, which provides professional engineering services during construction for the fast-track design packages identified below.

(City Project No. 16110-111)

Scope of work

The City of St. Petersburg (City) is proceeding with construction of Injection Well No. 5 (IW-5) at the Southwest Water Reclamation Facility (SWWRF). CH2M will provide Engineer-of-Record services for the construction of this new injection well.

CH2M has developed project definition-level design documents for three late-track packages. For reference, a description of each package is as follows:

Package 4: Piping to IW-5 and Reclaimed Water Loop – The fifth onsite injection well, IW-5, located on the northwest corner of the SWWRF property will be connected to a new 42” pipeline from the expanded SWWRF High-Service Pump Station being developed under Package 5. This 42” pipeline will reduce to a 36” pipeline along the western side of the SWWRF property and connect to the piping between IW-1 and IW-2 to form a reclaimed water loop within the SWWRF. New piping will be constructed at grade or utilizing trenched installation methodologies.

Package 5: New Distribution Pump Station – Expansion of the existing High Service Pump Station with the installation of a new pump station to provide flow to the three new injection wells at new rated pump pressures of up to 75 psi. The diesel driven pumps purchased for temporary pumping to IW-4 (Package 2) will be incorporated into the new pump station. The new pump station suction and discharge ends will be hydraulically connected to the existing distribution pump station for operational flexibility.

CH2M will assist ASRus with the following tasks outlined in their scope of work with the City as detailed below.
Task 5—Injection Well Services During Construction

CH2M will assist ASRus with services during construction of IW-5. CH2M will assist ASRus with quality control review of items such as water quality data collected by the Contractor and pressure testing of the injection well casing. CH2M will also provide senior review of the Injection Testing Request, Injection Well Operation and Maintenance Manual, Operational Testing Request, and Injection Well Completion Report as the engineer of record.

CH2M will attend up to eight (8) construction progress meetings with the Contractor.

Task 9—Late Track Design

Under this task, CH2M will provide full design documents and cost estimates of the following design packages: Package 4: Piping to IW-5 and Reclaimed Water Loop (Task 9.1), Package 5: New Distribution Pump Station (Task 9.2).

CH2M will contract with MC Squared, Inc. to provide geotechnical investigation for these design packages. This investigation will drill up to six (6) soil borings using the Standard Penetration Test method, laboratory analysis, and a data report for use by CH2M in design. The proposal from MC Squared, Inc. is provided in Exhibit 1.

CH2M will conduct a preliminary design confirmation meeting prior to initiating design work. The purpose of this meeting will be to review the current design of the new distribution pump station, confirm design criteria, and agree on adjustments to include in the design. Significant adjustments may need to be addressed under the project owner’s allowance. Agreed-upon design criteria will be incorporated into an updated Basis of Design Report that was delivered previously as part of this project.

CH2M will prepare 60% contract documents for each package. The 60% submittal will complete specific design details for the civil, mechanical, electrical, I & C, and structural elements of the project. In addition, with this documentation, drafts of the key project technical specifications will be provided for review by the City.

CH2M will submit 60% drawings, draft technical specifications, standard details, and cost estimate (Class III per AACE) to the City. A 60% design review meeting for Package 5 will be conducted during the two-week City review period. Once comments have been received, CH2M will progress Package 5 to 90% design. For Package 4, CH2M will only accept written comments on the 60% design and will proceed directly to 100% design.

CH2M will prepare 90% contract documents for Package 5 only. The 90% submittal will complete specific design details for the civil, mechanical, electrical, I & C, architectural, and structural elements of the project. In addition, with this documentation, final drafts of all project technical specifications will be provided for review by the City.

CH2M will submit 90% drawings, technical specifications, standard details, and cost estimate (Class II per AACE) to the City. A 90% design review meeting will be conducted during the two-week City review period. Once comments have been received, CH2M will progress this package to 100% design.

CH2M will prepare 100% design documents for each package thereby completing all project documentation for use in construction by the CMAR. 100% design documents are inclusive of drawings, technical specifications, and standard details.

CH2M will update the estimate of probable construction cost (Class I per AACE) for the project based on City requested changes between 90% and 100% drawings, technical specifications, and standard details.
Task 10—Fast Track Services during Construction

Under this task, CH2M will provide services to support the City and Construction Manager (CM) during the construction phase of the following design packages: Piping to IW-5 and Reclaimed Water Loop, New Distribution Pump Station.

10.1. Preconstruction Meeting - CH2M will attend a preconstruction meeting with the City and the CM prior to the mobilization for each package.

10.2. Shop Drawings - CH2M will review and approve shop drawings and other CM submittals during construction. It is assumed that approximately 40 shop drawings will be needed with an average anticipated review effort of 6 labor hours each.

10.3. Requests for Information (RFIs) - When requested, and as approved by the City, CH2M will respond to the CM’s RFIs and keep track of all responses.

It is assumed that approximately 40 RFIs will be needed with an average response effort of 2 labor hours each.

10.4. Construction Progress Meetings - CH2M will participate in weekly construction progress meetings to be hosted by the City, to review the status of the construction progress of submittals and RFIs. Up to 50 meetings are included in this task.

10.5. CM Coordination - CH2M will participate in additional meetings and correspond to inquiries and recommendations from the CM during the design and construction phase. CH2M will coordinate with City and CM for review of plans, specifications, and other design documents during design development phase, and construction documents phase.

10.6. Part-time Field Observation - CH2M will provide part-time Field Observation services. Services will be provided a Field Representative. The CH2M Field Representative will work with City Infrastructure Inspection (CI) Staff to observe the construction of the work by the CM. The Field Observer will be available for an average of 10 hours per week for a duration of 9 months while construction activities are occurring. The Field Observer will report directly to the City on any nonconformance with the contract documents that should be considered or remedied.

10.7. Technical Site Visits - CH2M engineers will make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the CM and to determine in general if such work is proceeding in accordance with the Contract Documents. It is anticipated that CH2M will make up to fifteen (15) discipline technical site visits to the site under this task.

10.8. Substantial and Final Completion Inspections - CH2M will participate in an inspection to determine if each design package is substantially complete and a final inspection to determine if the work has been completed in general conformance with the Contract Documents. A construction punch list will be prepared by unit process and discipline to track completion of work items. Based upon these inspections, CH2M will provide its recommendation to the City for final payment to the CM and may give written notice to City and the CM that the work is acceptable (subject to any conditions, therein expressed). CH2M will be available for operational strategy training upon system startup.

10.9. Operation and Maintenance (O&M) Manual and Operating Protocol - CH2M will summarize the new installed equipment and will compile new product Operations and Maintenance Manuals into a single folder for housing at the Northwest Water Reclamation Facility. This O&M Manual may also include an operating protocol for the new equipment.
10.10. As-builts - CH2M will revise the original construction drawings to reflect information provided by the CM regarding the as-constructed project including but not limited to red lines and a certified survey. Three (3) hard copies and one CAD version in AUTOCAD format will be submitted to the City. CH2M will provide record drawings and certification of construction completion to the Florida Department of Environmental Protection (FDEP) to allow the new project to be placed in service.

10.11. Project Management - CH2M will provide project management and administrative services in support of the services during construction phase of this project. Tasks will include, but are not limited to preparing invoices and project status reports, tracking and managing SDC phase budgets, coordinating and planning staff utilization, coordinating and overseeing deliverables, and miscellaneous administrative services related to the implementation of the project.

Assumptions

In addition to the assumptions listed in the above scope of work, the following items are assumed:

- CH2M is not responsible for Regulatory Agency delays.
- Survey needed for this project will be performed by the City or included under a separate contract for the on-site Construction Manager.
- The construction duration will be up to 9 months. Additional construction time will cause additional late-track services during construction. These additional services may be requested under this project’s owner’s allowance or through an additional amendment to this scope of work.
- All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering (AACE) adjusted for local site conditions. 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, CH2M 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, CH2M makes no warranty that CITY’S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M’s opinions, analyses, projections, or estimates.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M.
- The work assignment does not include a site assessment to determine if the drilling sites or pipeline alignments contain contaminated groundwater or soils, landfill material, or items that may require an archeological investigation. If during the course of construction, conditions such as these are encountered, construction progress may be delayed until the appropriate actions are taken. The Consultant is in no way liable for delays in the project as a result of these events. No remediation activities or coordination of such activities are provided under this work assignment.
• CH2M will utilize WinHydro to perform gravity-flow hydraulic modeling, which is a CH2M proprietary software. CH2M retains all rights to, and ownership to WinHydro.

• CH2M will utilize Applied Flow Technologies’ Fathom to perform pressurized-flow hydraulic modeling.

• Additional reject and/or reclaimed water storage capacity will not be included in this scope of work.

• Regular progress update calls with outside stakeholders are not necessary.

• The well head design will be similar for all injection wells.

Schedule

The schedule for the above scope of work is described as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Task 5 Duration</th>
<th>Package 4 Duration</th>
<th>Package 5 Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 — Injection Well Services During Construction</td>
<td>8 Months from NTP</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>9 — Late Track Design</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Design Coordination Meeting (PDCM)</td>
<td>--</td>
<td>2 Weeks from NTP</td>
<td>2 Weeks from NTP</td>
</tr>
<tr>
<td>Develop 60% Design Documents for Late Track Packages</td>
<td>--</td>
<td>4 Weeks from PDCM</td>
<td>12 Weeks from PDCM</td>
</tr>
<tr>
<td>City Review Meeting</td>
<td>--</td>
<td>(1 Week for Written Comments)</td>
<td>14 Weeks from PDCM</td>
</tr>
<tr>
<td>Develop 90% Design Documents for Late Track Packages</td>
<td>--</td>
<td>--</td>
<td>20 Weeks from PDCM</td>
</tr>
<tr>
<td>City Review Meeting</td>
<td>--</td>
<td>--</td>
<td>22 Weeks from PDCM</td>
</tr>
<tr>
<td>Develop 100% Design Documents for Late Track Packages</td>
<td>--</td>
<td>8 weeks from PDCM</td>
<td>24 weeks from PDCM</td>
</tr>
<tr>
<td>10 — Late Track Services during Construction</td>
<td>--</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

The construction duration by which to complete this scope of services is assumed to be up to 9 months. Additional construction time will cause additional late-track services during construction. These additional services may be requested under this project’s owner’s allowance or through an additional assignment to this scope of work.

Fee, Monthly Status Report, and Invoicing

For the above described SCOPE OF SERVICES comprising Task 5, Task 9, and Task 10, ASRus shall compensate CH2M on a Time and Materials basis in the total amount of $1,067,127 inclusive of labor and expenses. Labor will be calculated using a 2.82 raw labor multiplier. Expenses will be billed at cost.

Invoices will be submitted monthly based on the labor and expenses accrued through the billing period indicated on each invoice.
The following table provides a breakdown of the fee for each task. A detailed work breakdown is provided in Exhibit 2.

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
<th>Billing Terms</th>
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<tr>
<td>5 — Injection Well Services During Construction</td>
<td>$10,000</td>
<td>Time and Materials</td>
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<tr>
<td>9 — Late Track Design</td>
<td>$667,953</td>
<td>Time and Materials</td>
</tr>
<tr>
<td>10 — Late Track Services during Construction</td>
<td>$389,174</td>
<td>Time and Materials</td>
</tr>
<tr>
<td><strong>Total Fee</strong></td>
<td><strong>$1,067,127</strong></td>
<td></td>
</tr>
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</table>

**Deliverables**

All electronic deliverables will only be provided to the City as PDF files. The City may also request CAD files of the drawings. The following deliverables outlined in this scope of work are summarized by Task below:

Task 9 — Electronic files of the updated Basis of Design Report and each package at each milestone indicated below, and up to 10 hard copies of 100% half size drawings signed and sealed of each package at each milestone indicated below:

- **Package 4: Piping to IW-5 and Reclaimed Water Loop** - 60% Design Documents, 100% Design Documents
- **Package 5: New Distribution Pump Station** - 60% Design Documents, 90% Design Documents, 100% Design Documents

Task 10 — TBD

Regards,

CH2M HILL Engineers, Inc.

[Signature]

Niel H. Postlethwait, P.E
Operations Manager
November 8, 2017

Mr. Curt Basnett, PE
Geotechnical Engineer
CH2M Hill, Inc.
4350 W. Cypress Street, Ste. 600
Tampa, FL 33607

Subject: Proposal for Geotechnical Engineering Services
       SWWRF HDD Reclaimed Water Line and Appurtenant Facilities
       City of St. Petersburg, Florida
       MC² Proposal Number T111705.236 G

Dear Mr. Basnett:

MC Squared, Inc. (MC²) is pleased to present this proposal for Geotechnical Engineering Services for the above referenced project. This proposal outlines our scope of services, estimated schedule and the associated costs.

PROJECT AND SITE INFORMATION

Project information has been provided through emailed communications with Mr. Curt Basnett, PE of CH2M Hill, Inc. (CH2M), including a Statement of Work with Soil Boring Location Plans.

Based on our understanding, the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) project consists of the design support of horizontal directional drill (HDD) installed reclaimed water line and appurtenant facilities, including a pump station/electrical building and associated piping.

PROPOSED SCOPE OF SERVICES

The following summarizes our proposed scope of services for the project.

1. Review the USDA Pinellas County Soil Survey and USGS topographic maps.

2. Conduct a visual reconnaissance of the project site. Determine boring locations by taping distances from boundaries and known features. We will coordinate site access for drilling equipment and personnel with CH2M and plant personnel.
3. We will locate underground and overhead utilities prior to performing any drilling operation. Our utility location will be limited to Sunshine 811 and plant personnel. We did not allocate any budget for Subsurface Utility Locate Service. Boring locations will be changed if they are determined to be too close to underground and/or overhead utilities. We will advise CH2M if there is a need to change any of the boring locations, prior to starting the drilling operations, to confirm that they do not have any concerns.

4. Drill the requested six (6) soil borings using the Standard Penetration Test (SPT) method in accordance with ASTM D1586 and to the depths noted below. **It is assumed that each boring location will be accessible to truck-mounted drilling equipment.**

   - HDD Piping — We understand that approximately 2,000 LF of 36-inch pipe is to be installed from the SWWRF to IW-6 about 25 feet below ground surface (bgs). We will perform the two (2) requested borings (HDD-1 and HDD-2) to a depth of 60 feet bgs.

   - Effluent Pump Station Electrical Building — We propose to perform the requested two (2) SPT borings, B-1 and B-2 to depths of 35 feet and 20 feet bgs, respectively, within the proposed structure footprint.

   - Deep Injection Wells and Piping — We propose to perform the requested one (1) SPT boring, B-3 to a depth of 50 feet bgs near the proposed injection wells, piping and diesel fuel storage tank as shown on the attached Soil Boring Location Plan.

   - Yard Piping — We propose to perform the requested one (1) SPT boring, B-4 to a depth of 20 feet bgs along the water line piping as shown on the attached Soil Boring Location Plan.

5. Visually examine all recovered soil samples in the laboratory. We will perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System (USCS), as appropriate. The laboratory testing initially requested by CH2M include grain size analyses (4), percent passing the -200 sieve (12), Atterberg Limit testing (6), organic and natural moisture content determination (20) and one (1) modified Proctor test on bulk soil samples collected in the upper 10 feet of materials penetrated.

The data collected will be used to provide a summary letter report of the subsurface conditions encountered, as well as the results of the laboratory testing. **No recommendations for the proposed improvements will be provided.**
The data report will contain the following:

1. General assessment of area geology based on our past experience, study of geological literature and existing boring information.

2. General location and description of potentially deleterious materials encountered in the borings, which may interfere with future construction or performance, including existing fills or surficial organics.

3. The depth to groundwater in the borings.

4. Boring logs that describe the soil profile penetrated, including the relative density and/or consistency gauged from the SPT data.

5. Laboratory test data.

Qualified staff engineers and/or staff geologists will observe and document the data from the field explorations. One of our Florida State-licensed geotechnical engineers will either perform or supervise the performance of the evaluations of the field and laboratory test data, as well as the preparation of the data report.

SCHEDULE

Once we get the notice to proceed, we will stake the borings, and clear utilities for the boring locations within 5 to 10 business days. Mobilization of the drilling equipment should take approximately 5 to 10 business days after the site has been utility-cleared and any required permits have been obtained. We anticipate our drilling will be completed in 2 to 3 days. We will verbally update you with project information after the drilling is complete. We will complete lab testing as required and anticipate the submittal of the Draft Data Report within three weeks following the completion of the drilling. In summary, this report will be submitted approximately six (6) weeks after receiving notice to proceed. If a more compressed schedule is required, please so advise and we will work with you to meet your time schedule, as needed. We will submit an electronic draft report for your review and comments. A Final Geotechnical Data Report, incorporating coordinated review comments, will be submitted. Up to three (3) hard copies of the final report can also be provided upon request.

ESTIMATED FEE

Our estimated fee for completing our proposed scope of services is $21,650.00, as detailed in Attachment A. We recommend adding a contingency fee of $2,000.00 to account for variations of soil conditions, additional engineering analysis, laboratory testing and attending meetings or requirements related to our services, if needed.
Additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond MC² control such as site accessibility to our truck-mounted drilling equipment) will be invoiced on a time and expense basis. However, additional work will not be performed without your prior written authorization.

This fee proposal does not include any environmental services. Also, this fee proposal does not address any issues related to sinkholes. If we encounter, during our field explorations, conditions that warrant sinkhole assessment, then we will notify you accordingly and prepare a budgetary estimate for the additional services. It should be noted also that our fees do not include survey of our boring locations and elevations. Please advise us if such a survey would be required so that we can contract with a Florida State-licensed land surveyor to perform the work.

AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance of this proposal by affixing your signature in the space provided. Our work will be performed in accordance with the attached Standard Agreement Provisions, which should be considered an integral part of this proposal.

Please advise if you have any questions or need any additional information. We sincerely appreciate the opportunity of working with you on this project.

Respectfully submitted,
MC Squared, Inc.

Jeffery L. Hooks, PE
Senior Project Manager

Joe Di Stefano, PE
Vice President

Sam Moussly
CEO
**Estimated Fee:** $21,650.00 + $2,000.00 Contingency

<table>
<thead>
<tr>
<th>AUTHORIZED BY:</th>
<th>INVOICE TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Firm</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Attention</td>
</tr>
</tbody>
</table>

**Attachments:**
- Attachment A – Schedule of Fees
- Provided Soil Boring Location Plans
- Standard Agreement Provisions
<table>
<thead>
<tr>
<th>I. FIELD EXPLORATION</th>
<th>Qty</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mobilization of Men &amp; Equipment</td>
<td>2</td>
<td></td>
<td>Trip</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>2. Support Vehicle</td>
<td>6</td>
<td></td>
<td>Trip</td>
<td>$75.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>3. Standard Penetration Test (SPT) borings (6 borings)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HD Piping (1 @ 60 ft. = 120 ft.)</td>
<td>100</td>
<td>20</td>
<td>L. F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effluent PS/Electrical Bldg. (1 @ 35 ft. 1 @ 20 ft. = 55 ft.)</td>
<td>55</td>
<td>0</td>
<td>L. F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deep Injection Well/Yard Piping/Diesel Tank (1 @ 50 ft. = 50 ft.)</td>
<td>50</td>
<td>0</td>
<td>L. F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yard Piping (1 @ 20 ft. = 20 ft.)</td>
<td>25</td>
<td>0</td>
<td>L. F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Footage</td>
<td>230</td>
<td>20</td>
<td>L. F.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Seal Boreholes with Cement/Bentonite</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 to 50 Feet Deep</td>
<td>230</td>
<td>0</td>
<td>L. F.</td>
<td>$14.50</td>
<td>$3,335.00</td>
</tr>
<tr>
<td>50 to 100 Feet Deep</td>
<td>0</td>
<td>20</td>
<td>L. F.</td>
<td>$16.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>5. Casing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 to 50 Feet Deep (budgeted 80 ft. if required)</td>
<td>80</td>
<td>0</td>
<td>L. F.</td>
<td>$8.10</td>
<td>$648.00</td>
</tr>
<tr>
<td>50 to 100 Feet Deep</td>
<td>0</td>
<td>0</td>
<td>L. F.</td>
<td>$9.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. Shelby tube sampling (if required)</td>
<td>0</td>
<td></td>
<td>Each</td>
<td>$100.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>8. Geologist to stake and log borings, utility clearances</td>
<td>40</td>
<td></td>
<td>Hour</td>
<td>$95.00</td>
<td>$3,800.00</td>
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<td>9. Pavement Cores (Asphalt)</td>
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<td>10. Coat of Permit (if required)</td>
<td>0</td>
<td></td>
<td>LS</td>
<td>$350.00</td>
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<td>11. Silt fencing (borings near water/wetland areas)</td>
<td>0</td>
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<td>12. Clearing if required</td>
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<td>Day</td>
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<td></td>
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<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1. Visual Examination/Stratify Soils</td>
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<td>3. Grain Size Analysis</td>
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<td>Full Gradation</td>
<td>12</td>
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<td>Single Sieve</td>
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<td>4. Organic Content Tests</td>
<td>5</td>
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<td>5. Atterberg Limits Test</td>
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<td>6. Corrosion Series for Soil and GW</td>
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<td>7. Modified Proctor Test</td>
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<th>Qty</th>
<th>Unit</th>
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<th>Cost</th>
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<td>1. Project Manager</td>
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<td>Hour</td>
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<td>2. Chief Engineer</td>
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<td>3. Senior Project Engineer</td>
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<td>4. Project Engineer</td>
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<td>5. Staff Engineer</td>
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<td>7. Clerical</td>
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<td>8. Miscellaneous Reproductions, etc.</td>
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<td>L. S.</td>
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<td>TOTAL ALL SERVICES</td>
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<td></td>
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<td>Contingency for unforeseen conditions and services that may be required</td>
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<td>Suggested Budget</td>
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<td></td>
<td></td>
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<td>$23,650.00</td>
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</table>

Notes:
1. Actual borings, casing and laboratory testing cost will be based on amounts used.
2. Assumes no clearing or permits will be required to perform the work.
3. Should the borings need to be extended beyond the proposed depth based on field conditions or at CH2M Hill’s request, the additional cost will be invoiced at the quoted rate per foot.
4. Additional borings, if required will be based on the unit rates shown above. Additional mobilization and support will be invoiced at the quoted rate per foot.
5. Assumes work will be done in calendar year 2018. Additional 5% will be applied if done subsequent to this.
STANDARD AGREEMENT PROVISIONS

SECTION 1 - PERIOD OF PERFORMANCE

1.1 The CONSULTANT will begin work within ten (10) days after receipt of a fully executed copy of this Agreement; such receipt shall constitute written notice to proceed.

1.2 If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to negotiate the terms of this Agreement.

1.3 The CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of the CONSULTANT (such consent to be signified by the CONSULTANT'S initials next to each modification, and if a fully executed copy thereof is not received from the CLIENT by the CONSULTANT on or before sixty (60) calendar days from the date of execution by the CONSULTANT.

1.4 CONSULTANT shall not be considered in default in performance of its obligation hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

SECTION 2 - METHOD OF PAYMENT AND INVOICING

2.1 Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANTS standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Materials contract, invoices shall be submitted in accordance with our current professional service fee schedule.

2.2 In the event of any dispute concerning the accuracy of content of any invoice, the CLIENT shall within fifteen (15) days from the date of said invoice, notify CONSULTANTS in writing stating the exact nature and amount of the dispute. Any invoice which is not questioned within fifteen (15) shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within fifteen (15) days, the CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in Section 2.1.

2.3 If the client fails to make any payment due the CONSULTANT for services and expenses within sixty (60) days from the date of invoice, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retained to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work which will be negotiated when work is resumed.

2.4 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may, following seven (7) days prior written notice to the CLIENT, initiate legal proceedings to collect the same and recover, in additional to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT'S normal hourly billing rates, of the time devoted to such proceeding by its employees, and CLIENT agrees to pay same. In the event of litigation, the parties agree that the law of Florida shall prevail and that venue shall be in Hillsborough County.
SECTION 3 - REIMBURSABLE EXPENSES

3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project, at actual cost incurred, plus a 10% carrying charge. Typical reimbursable expenses include travel, lodging, meals when traveling on the CLIENT’s behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

SECTION 4 - ADDITIONAL SERVICES

4.1 The undertaking by the CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon request of the CLIENT, the CONSULTANT agrees to perform additional services hereunder, the CLIENT shall be obligated to pay the CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT’s then current professional fee schedule, plus reimbursable expenses to incurred by the CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

4.2 Additional services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the CONSULTANT, or a change in the scope or concept of the project initiated by the CLIENT, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

SECTION 5 - RE-USE OF DOCUMENTS

5.1 All original documents including, but not limited to, drawings, sketches, specifications, instructions, maps, as-built drawings, reports, test reports, etc., that result from the CONSULTANT’s services pursuant to or under this Agreement remain the sole property of the CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

5.2 The CLIENT may, at his expense, obtain a set of reproducible copies of any maps and/or drawings prepared for him by the CONSULTANT, in consideration of which the CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the CONSULTANT. Any re-use without written verification of adaptation by the CONSULTANT mandates that the CLIENT indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney’s fees, arising out of or resulting therefrom.

5.3 Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property, and may be used for publication.

SECTION 6 - TERMINATION

6.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purposes of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of the CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.
SECTION 7 - CLIENT'S OBLIGATIONS

7.1 The CLIENT shall provide CONSULTANT with all data, studies, surveys, plats, and all other pertinent information concerning the project.

7.2 The CLIENT shall designate a person to act with authority on CLIENT's behalf with respect to all aspects of the project.

7.3 The CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project.

7.4 The CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

SECTION 8 - PERSONS BOUND BY AGREEMENT

8.1 The persons bound by this Agreement are the CONSULTANT and the CLIENT and their respective partners, successors, heirs, executors, administrators, assigns, and other legal representatives.

8.2 This Agreement and any interest associated with this Agreement may not be assigned, sublet, or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

8.3 Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

SECTION 9 - LIABILITY

9.1 The CONSULTANT is protected by Workman's Compensation Insurance, Professional Liability Insurance, and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The CONSULTANT agrees to hold the CLIENT harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agency, subcontractors and their employees or agents, but only to the extent that the same is actually covered and paid for under the foregoing policies of insurance. If the CLIENT requires increased insurance coverage, the CONSULTANT will, if specifically directed by the CLIENT, secure additional insurance, if obtained at the CLIENT's expense.

SECTION 10 - LIMITATION OF LIABILITY

10.1 CLIENT agrees that CONSULTANT's aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT's services under this agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise is and shall be limited to CONSULTANT's total fees under this Agreement, or Fifty Thousand Dollars ($50,000.00) whichever is greater. In no event shall CONSULTANT be liable for any indirect, special, or consequential loss or damage arising out of services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of the CONSULTANT or otherwise.

10.2 EXCLUSION of Liability for Matters Relating to Pollution: CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT on the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether caused by the negligence of CONSULTANT.
SECTION 11 - EXPENSE OF LITIGATION

11.1 In the event litigation in any way related to the services performed hereunder is initiated against the CONSULTANT by the CLIENT, its contractor, or subcontractors, and such litigation concludes with the entry of a final judgement favorable to the CONSULTANT, the CLIENT shall reimburse the CONSULTANT for all of its reasonable attorney's fees and other expenses related to said litigation. Such expenses shall include, but not be limited to, the cost, determined at the CONSULTANT's normal hourly billing rates, of the time devoted to the defense of such litigation by the CONSULTANT's employees, including reasonable attorney's fees at both the trial and appellate levels.

SECTION 12 - PROFESSIONAL STANDARDS

12.1 All work performed by CONSULTANT will be in accordance with industry standards and in accordance with all applicable governmental regulations. However, CONSULTANT does not warrant or represent that any governmental approval will be obtained, only that CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement.

12.2 Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning, and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by the CLIENT, is in accordance with all applicable governmental regulations.

SECTION 13 - OPINIONS OF COST

13.1 Since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost. If, at any time, the CONSULTANT wishes greater assurances as to the amount of any cost, the CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the CLIENT will be paid for as additional services hereunder by the CLIENT.

SECTION 14 - GENERAL

14.1 This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

14.2 No waiver by CONSULTANT of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

14.3 This Agreement, including all requests for additional services placed hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.
I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Project Role</th>
<th>Quality Manager</th>
<th>Design Manager</th>
<th>Electrical Engineer</th>
<th>I&amp;C Engineer</th>
<th>Lead Wastewater Technologist</th>
<th>Structural Engineer</th>
<th>Civil Engineer</th>
<th>Project Manager</th>
<th>Senior Designer</th>
<th>Estimator</th>
<th>Admin</th>
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<tbody>
<tr>
<td>Employee Name</td>
<td>Houston</td>
<td>Inniss</td>
<td>Meyer</td>
<td>Elke</td>
<td>Tennant</td>
<td>Everson</td>
<td>Monsson</td>
<td>Messer</td>
<td>Clough</td>
<td>Smith</td>
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<table>
<thead>
<tr>
<th>Task</th>
<th>2017 Raw Labor Rates</th>
<th>Total Hours</th>
<th>Direct Payroll Cost</th>
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<tbody>
<tr>
<td>5. Injection Well SDGs</td>
<td>Hours</td>
<td>Hours</td>
<td></td>
</tr>
<tr>
<td>Engineer 7</td>
<td>$585.23</td>
<td>62</td>
<td>$3,389</td>
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<td>9. Late Track Design</td>
<td>$79.67</td>
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<td>$797.93</td>
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II. Fee Calculation

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<th>Task</th>
<th>Raw Labor Cost</th>
<th>Raw Labor Cost with 2.35 Multiplier</th>
<th>Profit (20%)</th>
<th>Total Payroll</th>
<th>Expenses</th>
<th>Subcontractor</th>
<th>Total Cost</th>
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<td>5. Injection Well SDGs</td>
<td>$3,399</td>
<td>$7,967</td>
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<td>$416</td>
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<td>9. Late Track Design</td>
<td>$227,741</td>
<td>$535,192</td>
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<td>10. Late Track SDGs</td>
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<td>$5,000</td>
<td>$380,497</td>
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| Total 2 | $3,666,953 | $862,335 | $172,467 | $1,034,801 | $8,676 | $23,650 | $1,051,437 |

III. Fee Limit

| Time and Materials Cost - Task 5, Task 9, and Task 10 | $1,067,127 |

IV. Notes:
1. Salaries shown represent current raw labor rates. Actual rates may vary depending on personnel utilized.
2. Includes expenses for mileage to the water reclamation facilities, postage, reprographics, communications, and computer charges.
ATTACHMENT B

SOUTHWEST WATER RECLAMATION FACILITY (SWWRF) & INJECTION WELLS IMPROVEMENTS
PROJECTS — CITY PROJECT NO. 16110-111

SCOPE OF SERVICES - SWWRF INJECTION WELLS IMPROVEMENTS – PHASE I INTERCONNECTED
FAST TRACK AND LATE TRACK SURGE EVALUATION

CITY OF ST. PETERSBURG, FL

BACKGROUND

ASRus, LLC (hereinafter referred to as ASRus) executed a Prime Agreement with the City of St.
Petersburg (hereinafter referred to as CITY) for the above project, and ASRus desires to engage CDM
Smith Inc. (hereinafter referred to as CDM Smith) as a Subconsultant to provide professional engineering
services described below.

ASRus represents that its scope with the CITY is described in Amendment 1 with the City.

CDM Smith, under Task 8 of SWWRF Reclaimed Water and Injection Wells Improvements - Additional
Scope of Services, completed a surge evaluation for the existing Reclaimed Water High Service Pump
Station interconnected to IW-1, IW-2, IW-3 and IW-4 as part of the Fast Track Phase I projects (Task 8.1).
The City staff desires for increased operational flexibility to interconnect the Fast Track projects with the
proposed Late Track projects. As such, Tasks 8.2 and 8.3 of the surge tank design and services during
construction will be removed, credited and replaced with new tasks as shown below in Task 11.2 and
11.3.

Under Task 11, CDM Smith will evaluate the surge control and make a recommendation on the selection
and use of a new surge tank(s), valve controls and air valves for the interconnected Fast Track and late
Track projects. This will include final design and services during construction of a new surge tank(s) at
SWWRF. The surge control evaluation will provide performance criteria for valve controls and air valves
for inclusion in the procurement documents by others, which include the following procurement
documents: SWWRF Design Package 4 – Onsite Equipment Upgrades. It is understood by CDM Smith
that dedicated connection of the Existing and New High Service Pump Station to IW-6 and future IW-7
has been determined by the City to not be within the planning horizon of this evaluation and is not
included in this scope of work.

SCOPE OF SERVICES

The services have been broken into six tasks as presented below.

Task 11 Surge Evaluation for Interconnected Fast Track and Late Track Phase I
Projects

11.1 SURGE TANK EVALUATION AND RECOMMENDATIONS

Under this task, engineering services will be provided as described in the following subtasks:

11.1.1 – EVALUATE SURGE TANK/VALVE CONTROLS/AIR VALVES

CDM Smith
A limited scope surge analysis, as defined below, will be performed for the interconnected Fast Track and Late Track facilities, which will intertie the existing deep well High Service Pump Station and existing well heads with the proposed High Service Pump Station upgrades, proposed pipelines and proposed well heads. The analysis will build upon a surge model previously developed by CDM Smith for the injection well system under Phase I (Task 8.1).

Based on the previous surge evaluation developed by CDM Smith for the City in Phase I, Task 8.1, CDM Smith determined that the existing surge tank and location were not sufficient for the addition of high service pump HSP #6 and HSP #7.

If other practical surge control devices (such as air valves at the existing pumps), are determined by CDM Smith to be beneficial, then they will be evaluated and documented.

For the performance of this task, the surge analysis will be limited to the evaluation of the effects of surge caused from the power failure of one or more of the pumps, start-up and shut down of the pumps at the New High Service Pump Station (pumps with electrical service) and the Existing High Service Pump Station.

The Power Failure surge model scenarios will consist of:

1. New High Service Pump Station pumping to two new injection wells (IW-4 and IW-5) with a new surge tank located near the proposed pump station
   a. With diesel engine driven pumps continuing to run
   b. Without diesel engine driven pumps
2. Interconnected New High Service Pump Station and Existing High Service Pump Station with a new surge tank at both stations pumping to all five injection wells (IW-1, IW-2, IW-3, IW-4 and IW-5)
   a. With diesel engine driven pumps continuing to run
   b. Without diesel engine driven pumps
3. Distribution System Delivery – Interconnected New High Service Pump Station and Existing High Service Pump Station
   a. To Distribution System With Injection Wells on
      i. Distribution system high pressure
      ii. Distribution low pressure
   b. To Distribution System With Injection Wells off
      i. Distribution system high pressure
      ii. Distribution low pressure

The pump Start-Up and Shut-Down surge model scenarios will consist of:

1. Start-up New High Service Pump Station pumping to two new injection wells (IW-4 and IW-5) with a new surge tank located near the proposed pump station
   a. With diesel engine driven pumps continuing to run
   b. Without diesel engine driven pumps
2. Shut-down of New High Service Pump Station pumping to two new injection wells (IW-4 and IW-5) with a new surge tank located near the proposed pump station
   a. With diesel engine driven pumps continuing to run
   b. Without diesel engine driven pumps

For planning purposes, the injection flow rates at each injection well will be a maximum of 19 MGD based on information provided by ASRus.

The model consisting of the five deep wells, the New High Service Pump Station, Existing High Service Pump Station and the proposed pipelines will be evaluated using SURGE2016 developed by the University of Kentucky. CDM Smith with rely upon the 2015 Post-Acidization Field Test Data for Flow vs. Pressure for Injection Wells #1, #2 and #3, provided by the City under a separate project and Field Test Data for Flow vs. Pressure for Injection Wells #4 conducted by the ASRus and the City to complete its analysis. This data will be included in the model to develop the improvement recommendations for this project.

ASRus shall provide the following:

- Estimated flow vs. pressure loss for the assumed injection flow rates for use in surge modeling for IW-5
- Proposed permanent piping alignment, material and diameters
- Proposed pump performance curves
- Design Drawings and Specifications of Late Track Projects (New High Service Pump Station, pipelines, etc.)

11.1.2 - DRAFT TECHNICAL MEMORANDUM, EQUIPMENT PERFORMANCE CRITERIA AND DESCRIPTIONS

A Technical Memorandum (TM) will be prepared, which will summarize the information relied upon to complete the TM, information provided by others, the findings and recommendations on Surge Tank capacity for the proposed improvements at the injection wells. The TM will also provide performance criteria for valve controls and air valves.

An internal quality and technical review of the surge model evaluation in Task 11.1.1 will be conducted prior to transmittal. A draft Technical Memorandum will be provided to the City including five hard copies and one electronic copy in pdf format.

11.1.3 – FINALIZE TECHNICAL MEMORANDUM AND REVIEW MEETING

CDM Smith will attend one meeting with the City to discuss the draft TM and receive comments. The final TM will include written review comments.

The TM will be finalized, five hard copies and one electronic copy in pdf format will be provided.

11.2 FINAL DESIGN FOR SELECTED SURGE TANK AND APPURTENANCES
The selected surge tank and appurtenances will be designed to the 90% Design level and one review meeting will be attended by CDM Smith staff. The documents will be finalized to include the City’s review comments and design to the Final Design (100%) level. Project construction drawings and related technical specifications will be provided in the AutoCad, pdf and word format and up to five hard copies of both the 90% and 100% design deliverables will be provided to ARSus by CDM Smith.

The budget for these services was developed based on the assumption that the City’s technical specifications and details will be used and referenced as appropriate and that the Final Design will consist of the following:

Drawings:

1. Cover/Index
2. Abbreviations/Symbols/Legend
3. Demolition/Proposed Plan
4. Structural General Notes, Surge Tank Foundation Plan, Section and Details
5. Electrical Symbols, Abbrev. And General Notes
6. Electrical Power, Control and Instrumentation Riser Diagram
7. Electrical Area Plan and Details

Technical Specifications:

- 11219 Hydro-Pneumatic Surge Arrestor System
- 03301 Concrete and Reinforcing Steel
- 03600 Grout
- 13342 Level Devices (will include P&ID)
- 16020 General Electrical Equipment and Requirements

New survey services, subsurface utility location services and geotechnical investigation will not be performed for the project and the record drawings for the SWWRF Reclaimed Water Pump Station Modifications, Project 14032-111 and select site plan sheets from Design Package #4 will be used as base drawing files. Field verification of existing facilities and utilities will be a construction note requirement of the Final Design documents. If additional geotechnical information is needed to confirm the basis for Final Design, then new geotechnical investigation will be a submittal requirement of the contractor prior to construction activities.

Proposed scope of services and fee have been developed based on the following assumptions:

- Site grading and site development will not be required.
- Site visits by structural, electrical and instrumentation disciplines are not included.
- Lighting design and upgrades are not needed.
- New I/O can be wired/accommodated to an existing PLC panel.
- A new PLC panel is not included.
• No permitting services will be provided and the City will provide all internal coordination with building department reviews.

An internal quality and technical review will be conducted on the 90% Design level prior to transmittal. A quantity takeoff and opinion of probable construction cost using the 90% Design level will be provided.

CDM Smith will provide Final Design documents for the procurement and construction of the surge tank and appurtenances by the Construction Manager. CDM Smith will provide responses to technical questions forwarded from prospective bidders through the City's agent. For budgeting purposes, our scope and feel have been developed based on the assumption that the responses will be provided by email and letter correspondence. Any changes, if needed, to the procurement documents will be performed in text only in an addendum format. No meetings are included for procurement.

11.3 SERVICES DURING CONSTRUCTION FOR SELECTED SURGE TANK AND APPURTENANCES

Under this task, engineering services will be provided as described in the following:

1. Pre-Construction meeting.
   CDM Smith will attend one Pre-Construction Meeting.
   Recording and meeting minutes will be completed by the City.

2. Shop Drawings Submittals
   This sub task includes review of up to 15 Shop Drawings/O&M submittals (A&B submittals inclusive), estimated:
   • Hydro-Pneumatic Surge Arrestor System (4)
   • Electrical (5)
   • Instrumentation (3)
   • Structural (3)

   The City will provide review of submittals related to City technical specifications (including, but not limited to, pipe and fittings, backfill, tapping valve and sleeves, dewatering, excavation, demolition). The City will maintain the system for receiving and logging submittals and will provide electronic submittals to CDM Smith for review. Review comments will be provided in electronic format within fourteen business days of receipt.

3. Request for Information
   Up to two responses for Request for Information will be provided by email/letter format. Responses will be provided within five business days. The City will maintain the system for receiving and logging RFI submittals and responses.

4. Substantial Completion Field Visit/Meeting
   One Substantial Completion Field Visit/Meeting will be attended by civil/mechanical discipline only. Field visits by structural, electrical and instrumentation disciplines are not included.
A punch list of deficiencies noted during the walkthrough inspection will be provided. The City will be responsible for confirming the punch list items are corrected and addressed.

5. Final Completion Field Visit/Meeting

Engineer will attend one Final Completion Field Visit/Meeting after the punch list items have been addressed by civil/mechanical discipline only. Field visits by structural, electrical and instrumentation disciplines are not included. Any deficiencies noted during the Final inspection will be provided to the City in writing for final action.

This scope of services is based on the understanding that the City will produce Record Drawings for the project. Progress meetings, change orders, start-up, training, control/SCADA programming, review/approval of pay requests, regulatory assistance and signature and seal of Record Drawings by Professional Engineers are not included in this task.

11.4 CONFIRM SURGE EVALUATION RESULTS WITH INJECTION WELL #5 FIELD TEST DATA

Surge evaluation and modeling accomplished in Task 11.1 assumed estimated pressure vs. flow injection rates for proposed IW-5. Once IW-5 is constructed and field tested by others, the data will be provided to CDM Smith by ASRus. The recommended surge tank and valve control settings will be confirmed using the surge model. Five copies of a draft memo documenting the summary of findings will be provided for review and will be finalized (five copies) with review comments. No meetings are anticipated for this task.

11.5 ATTEND PROGRESS MEETINGS AS NEEDED

This sub task includes attendance of up to eight bi-weekly City progress meetings for the primary project, which are to be held locally.

11.6 ADDITIONAL SERVICES ALLOWANCE

CDM Smith will perform additional services beyond the scope of work related to the project as specifically requested by ASRus in writing up to, but not exceeding, the balance of the available allowance.

Assumptions

In addition to the assumptions listed within this scope of services, the following items are assumed based on information provided by the City, and are included as part of the development of our scope and associated fee:

- City is in the process of replacing two of the existing five High Service pumps in-kind and it is the City’s intent to replace the remaining three High Service pumps in-kind in the future. We understand from information provided by the pump supplier that the design of the existing pump impeller has had a changed pump performance from the original installation.

- The pumps of the Existing High Service Pump Station are powered through Variable Frequency Drives (VFDs) and that pump speeds are selected by manually input from the SWWRF operators. We assume from discussions with operations staff that the operation of the motor operated isolation valves on the discharge header will not take place during operation of the pump station. Similarly, the New High Service Pumps will be powered by VFDs.
**SCHEDULE**

The following schedule applies to this Agreement.

<table>
<thead>
<tr>
<th>Task/Deliverable</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Task 11.1 — Surge Tank Evaluation and Recommendations</td>
<td>3 weeks from NTP*</td>
</tr>
<tr>
<td>Task 11.2 — Final Design for Selected Surge Tank and Appurtenances</td>
<td>5 weeks from Task 1 for 90% and 1 week from receipt of review comments for 100%</td>
</tr>
<tr>
<td>Task 11.3 — Services During Construction for Selected Surge Tank and Appurtenances</td>
<td>To be Determined upon Authorization</td>
</tr>
<tr>
<td>Task 11.4 — Confirm Surge Evaluation with Injection Well #5 Field Test Data</td>
<td>3 weeks from NTP and 1 week from receipt of data</td>
</tr>
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<td>Task 11.5 — Attend Progress Meetings As Needed</td>
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<tr>
<td>Task 11.6 — Additional Services Allowance</td>
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</tbody>
</table>

* Surge Evaluation NTP also pending receipt of Design Drawings and Specifications for Late Track Projects

**COMPENSATION and CONSIDERATIONS**

Compensation for services under this Authorization shall be based on the hourly salary rates and multipliers, expenses, and subconsultant and subcontractor costs. Table 1 details our assumptions used to develop our estimate for the services as outlined in the scope. The compensation for Task 11 base services with credits for Task 8.2 and 8.3 ($53,758) is estimated to be $60,775. An allowance of $2,000 for additional as-needed services has been included and requires authorization in writing. The total compensation for the performance of Task 11 services with credit for Task 8.3 and 8.3 ($53,758), based on the items outlined in this scope of services, is estimated to be $62,775.00. CDM Smith reserves the right to utilize hours and staff between tasks and labor classifications as required to complete the overall project as long as the total compensation is not exceeded without authorization from ASRus.
<table>
<thead>
<tr>
<th>Task Description</th>
<th>PH (Bids Closed)</th>
<th>Sector 3 (Bids Closed)</th>
<th>Project Eng.</th>
<th>Engineering/Environmental Engineering</th>
<th>TRC</th>
<th>Cost Estimator</th>
<th>Jvncor</th>
<th>Design/Drafting</th>
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<td>11.1 Evaluate Surge Tank/Valve Control Valve (Power Failure, startup and shutdown)</td>
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<td>11.1.2 Final Concept and Initial Concept/maison Performance Criteria and Design</td>
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<td>11.1.3 1st and 2nd Review Meeting</td>
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TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) FOR SWFWMD to provide funding in an amount not to exceed $900,000 for the Stormwater Management Master Plan Update (Engineering Project No. 17037-110, Oracle No. 15775) and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $900,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues, to the Master Plan Update SW FY17 Project (15775); and providing an effective date.

EXPLANATION: A Cooperative Funding Agreement ("Agreement") has been prepared between the Board of the Southwest Florida Water Management District ("SWFWMD") and the City to share equal funding in the amount not to exceed $900,000 Stormwater Management Master Plan Update.

The Agreement provides for reimbursement of 50% of the costs up to $900,000 to update the City’s existing Stormwater Management Master Plan developed in 1994. For the SWFWMD cofounding, the SMMP update is a multiyear project that performs floodplain analysis, Level of Service (LOS) determinations, Surface Water Resource Assessment (SWRA) and Best Management Practices (BMPs) alternative analysis elements of the SWFWMD Watershed Management Program. Additional, more comprehensive elements of the SMMP will be performed by the city’s consultant but are not eligible for cofounding by SWFWMD. The total cost of the SMMP update is $2,992,265.86

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) FOR SWFWMD to provide funding in an amount not to exceed $900,000 for the Stormwater Management Master Plan Update (Engineering Project No. 17037-110, Oracle No. 15775) and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $900,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues, to the Master Plan Update SW FY17 Project (15775).

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the supplemental appropriation in the amount of $900,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) to the Master Plan Update SW FY17 Project (15775).

ATTACHMENTS: Resolution Agreement

APPROVALS: Administration
RESOLUTION NO. 2018-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR SWFWMD TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED $900,000 FOR THE STORMWATER MANAGEMENT MASTER PLAN UPDATE (ENGINEERING PROJECT NO. 17037-110, ORACLE NO. 15775) AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $900,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE MASTER PLAN UPDATE SW FY17 PROJECT (15775); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") applied for funding from Southwest Florida Water Management District ("SWFWMD") under its cooperative funding program and has received $900,000 for the Stormwater Management Master Plan Update Project ("Project"); and

WHEREAS, in order to receive such funding, the City must execute a Cooperative Funding Agreement, which sets forth the obligations of the City and SWFWMD; and

WHEREAS, the agreement provides for reimbursement by SWFWMD for Project costs in an amount not to exceed $900,000; and

WHEREAS, the Project consists of a floodplain analysis, Level of Service (LOS) determinations, Surface Water Resource Assessment (SWRA) and Best Management Practices (BMPs) alternative analysis elements of the SWFWMD Watershed Management Program.

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 Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding in an amount not to exceed $900,000 for the Stormwater Management Master Plan Update (Engineering Project No. 17037-110, Oracle No. 15775) and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), the following supplemental appropriation for FY18:
Stormwater Drainage Capital Projects Fund (4013)
Stormwater Management Master Plan Update (15775) $900,000

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
00357565

Administration
This COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, whose address is One Fourth Street North, St. Petersburg, Florida 33731, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of a Watershed Management Plan (WMP) for the City of St. Petersburg in Pinellas County, through and including floodplain analysis, Level of Service determination (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practices (BMPs) alternative analysis, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **PROJECT CONTACTS AND NOTICES.**

   Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

   **Contract Manager for the DISTRICT:**
   
   Joella J. Schultz
   Southwest Florida Water Management District
   2379 Broad Street
   Brooksville, Florida 34604
Any changes to the above representatives or addresses must be provided to the other party in writing.

1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Million Eight Hundred Thousand Dollars ($1,800,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Nine Hundred Thousand Dollars ($900,000), and shall have no obligation to pay any costs beyond this anticipated
The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved $281,250 for the PROJECT through Fiscal Year 2018. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT'S Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Council of legally available funds.

3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.

3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation.
or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT’S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT’S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT’S Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT’S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT’S Accounts Payable Lead at 352-796-7211, extension 4108.

3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the “Measurable Benefit”). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the
required resource benefits, to provide the COOPERATOR with an opportunity to
cure the deficiencies.

3.7 Any travel expenses which may be authorized under this Agreement shall be paid
in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended
from time to time. The DISTRICT shall not reimburse the COOPERATOR for any
purpose not specifically identified in the Scope of Work Paragraph. Surcharges
added to third party invoices are not considered an allowable cost under this
Agreement. Costs associated with in-kind services provided by the
COOPERATOR are not reimbursable by the DISTRICT and may not be included
in the COOPERATOR’S share of funding contributions under this Agreement.

3.8 Each COOPERATOR invoice must include the following certification, and the
COOPERATOR hereby delegates authority by virtue of this Agreement to its
Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the
COOPERATOR’S matching funds, as represented in this invoice, are directly
related to the performance under the City of St. Petersburg Watershed
Management Plan (N904) agreement between the Southwest Florida Water
Management District and the City of St. Petersburg (Agreement No.
18CF0000853), are allowable, allocable, properly documented, and are in
accordance with the approved Project Budget. This invoice includes $__ of
contingency expenses. The COOPERATOR has been allocated a total of $__ in
federal, state, local or grant monies for this PROJECT (not including DISTRICT
funds) and $__ has been allocated to this invoice, reducing the DISTRICT'S and
COOPERATOR'S share to $__ / $__ respectively."

3.9 In the event any dispute or disagreement arises during the course of the
PROJECT, including whether expenses are reimbursable under this Agreement,
the COOPERATOR will continue to perform the PROJECT work in accordance
with the Project Plan. The COOPERATOR is under a duty to seek clarification and
resolution of any issue, discrepancy, or dispute by providing the details and basis
of the dispute to the DISTRICT’S Contract Manager no later than ten (10) days
after the precipitating event. If not resolved by the Contract Manager, in
consultation with his or her Bureau Chief, within ten (10) days of receipt of notice,
the dispute will be forwarded to the DISTRICT’S Assistant Executive Director. The
DISTRICT’S Assistant Executive Director in consultation with the DISTRICT’S
Office of General Counsel will issue the DISTRICT’S final determination. The
COOPERATOR’S continuation of the PROJECT work as required under this
provision shall not constitute a waiver of any legal remedy available to the
COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task
deadlines in accordance with the Project Schedule set forth in the Project Plan, including
any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of
the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods,
acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR’S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR’S obligations provided for in this provision shall be the COOPERATOR’S sole remedy for the delays set forth herein.

5. **REPAYMENT.**

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys’ fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR’S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. **CONTRACT PERIOD.**

This Agreement shall be effective October 1, 2017 and shall remain in effect through September 30, 2022, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing.
by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all reclaimed water infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT’S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term “quarterly” shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
9.3 The COOPERATOR shall provide the DISTRICT with each deliverable set forth in
the Project Plan for review by the DISTRICT, including any supporting
documentation. The DISTRICT shall provide a written response to the
COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S
questions and concerns within the timeframes set forth in the Project Plan.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in
this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks
relating to the PROJECT and agrees to be solely liable for, and to indemnify and
hold the DISTRICT harmless from all claims, loss, damage and other expenses,
including attorneys' fees and costs and attorneys' fees and costs on appeal, arising
from the design, construction, operation, maintenance or implementation of the
PROJECT; provided, however, that the COOPERATOR shall not indemnify for that
portion of any loss or damages proximately caused by the negligent act or omission
of the DISTRICT'S officers, employees, contractors and agents. The acceptance
of the DISTRICT'S funding by the COOPERATOR does not in any way constitute
an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the
extent allowed under Section 768.28, F.S., from all claims, loss, damage and other
expenses, including attorneys' fees and costs and attorneys' fees and costs on
appeal, arising from the negligent acts or omissions of the COOPERATOR'S
officers, employees, contractors and agents related to its performance under this
Agreement.

10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall
not be construed as a waiver of the COOPERATOR'S sovereign immunity or an
extension of COOPERATOR'S liability beyond the limits established in Section
768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including
all subparagraphs, will not be construed to impose contractual liability on the
COOPERATOR for underlying tort claims as described above beyond the limits
specified in Section 768.28, F.S., nor be construed as consent by the
COOPERATOR to be sued by third parties in any manner arising out of this
Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S
sovereign immunity or an extension of its liability beyond the limits established in
Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by
third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall
survive the expiration or termination of this Agreement.
11. **DEFAULT.**

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. **RELEASE OF INFORMATION.**

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. **DISTRICT RECOGNITION.**

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. **LAW COMPLIANCE.**

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

15. **DIVERSITY IN CONTRACTING AND SUBCONTRACTING.**

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority
owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

15.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

15.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

16. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

17. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

18. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

19. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
20. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

21. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel; is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. By signing this Agreement, COOPERATOR certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The COOPERATOR agrees to notify the DISTRICT if placement on any of the aforementioned lists occurs or if COOPERATOR is engaged in a boycott of Israel or has business operations in Cuba or Syria. The DISTRICT may terminate this Agreement if the COOPERATOR is found to have submitted a false certification; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. If the DISTRICT determines COOPERATOR submitted a false certification, the DISTRICT may bring a civil action against the COOPERATOR which may result in a penalty equal to the greater of $2 million or twice the amount of this Agreement and all reasonable attorneys' fees and costs.

22. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.
23. **SEVERABILITY.**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

24. **ENTIRE AGREEMENT.**

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

25. **DOCUMENTS.**

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

- Exhibit "A" Project Plan
- Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:__________________________________________ Date
   Amanda Rice, P.E.
   Assistant Executive Director

CITY OF ST. PETERSBURG

By:__________________________________________ Date
   Gary Comwell
   City Administrator

COOPERATIVE FUNDING AGREEMENT (TYPE 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
CITY OF ST. PETERSBURG WATERSHED MANAGEMENT PLAN (N904)
PROJECT DESCRIPTION
This is a multi-year funded project to perform the floodplain analysis, Level of Service determination (LOS), Surface Water Resource Assessment (SWRA), and Best Management Practices (BMPs) alternative analysis elements of the DISTRICT'S Watershed Management Program for the City of St. Petersburg in Pinellas County. The COOPERATOR last completed a citywide stormwater master plan in 1994. Due to the age of the plan and recent flooding, the COOPERATOR will develop a new comprehensive Watershed Management Plan (WMP). The City of St. Petersburg watershed encompasses an area of roughly 62 square miles (See Figure 1 – Project Map).

The following elements of the DISTRICT'S Watershed Management Program are to be performed: (1) Watershed Evaluation, (2) Floodplain Analysis, and (3) Alternatives Analysis. These elements are defined as Project Tasks listed below. Project Tasks are to be accomplished according to the Project Schedule and Project Budget table listed below.

RESOURCE BENEFIT
The WMP will analyze flooding problems that exist in the watershed.

MEASURABLE BENEFIT
The completion of a watershed model and floodplain analysis including information that is critical to better identify risk of flood damage, opportunities to improve water quality, and cost effective alternatives.

PROJECT TASKS
The COOPERATOR shall:
Perform the work in accordance with the DISTRICT Scope of Work Task Descriptions in the "Watershed Management Program Guidance Documents", effective as of the date of the COOPERATOR'S issuance of a work order to its consultant. These guidance documents can be found at: [http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents](http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents) (WMP_Guidance.zip).

1.1 PROCUREMENT
   1.1.1 Consultant Contract Development
   1.1.2 District Consultant Contract Review and Approval

2.1 PROJECT DEVELOPMENT
   2.1.1 Data Collection and Initial Evaluation
   2.1.2 Draft Project Plan
   2.1.3 Kick-off Meeting
   2.1.4 Final Project Plan

2.2 WATERSHED EVALUATION
   2.2.1 Assembly and Evaluation of Watershed Data
      2.2.1.1 Drainage Pattern and Watershed Boundary
      2.2.1.2 Areas of Development
      2.2.1.3 Initial GIS Processing
      2.2.1.4 Topographic Voids
2.2.1.5 Hydrologic Characteristics and Percolation
2.2.1.6 Historical Water Levels
2.2.1.7 Data Acquisition Plan
2.2.1.8 Pre-field Reconnaissance Evaluation
2.2.1.9 Task Memorandum
2.2.1.10 Pre-Submittal Meeting (as needed)
2.2.1.11 District Approval and Notice

2.2.2 Hydrologic and Hydraulic Feature Database
2.2.2.1 Acquisition of Data
2.2.2.2 HydroNetwork Development
2.2.2.3 Topographic Information Refinement
2.2.2.4 Hydrologic Feature Database
2.2.2.5 Pre-Submittal Meeting (as needed)
2.2.2.6 District Review and Approval

2.2.3 Preliminary Model Features
2.2.3.1 Additional GIS Processing
2.2.3.2 Preliminary Model Schematic
2.2.3.3 Model Parameterization Approach
2.2.3.4 Watershed Evaluation Report
2.2.3.5 Pre-Submittal Meeting (as needed)
2.2.3.6 District Review

2.2.4 Peer Review of Watershed Evaluation
2.2.4.1 Peer Review Kick-off Meeting and Presentation
2.2.4.2 Meeting to Present Peer Review Comments
2.2.4.3 Meeting to Discuss Approach of Responding to Peer Review Comments

2.2.5 Final Approved Watershed Evaluation Deliverables
2.2.5.1 Revised Deliverables
2.2.5.2 Pre-Submittal Meeting (as needed)
2.2.5.3 District Approval and Notice

2.3 Floodplain Analysis
2.3.1 Watershed Model Parameterization
2.3.1.1 Acquisition of Additional Model Parameters
2.3.1.2 Development of Model Specific Geodatabase
2.3.1.3 Model Setup, Debug, and Stabilization
2.3.1.4 Pre-Submittal Meeting (as needed)
2.3.1.5 District Review

2.3.2 Peer Review of Watershed Model Parameterization
2.3.2.1 Peer Review Meeting and Presentation
2.3.2.2 Meeting to Present Peer Review Comments
2.3.2.3 Meeting to Discuss Approach of Responding to Peer Review Comments

2.3.3 Final Approved Watershed Model Parameterization Deliverables
2.3.3.1 Revised Deliverables
2.3.3.2 Pre-Submittal Meeting
2.3.3.3 District Approval and Notice

2.3.4 Watershed Model Development and Floodplain Delineation
2.3.4.1 Model Calibration and Verification
2.3.4.2 Model Validation
2.3.4.3 Design Storm Simulations  
2.3.4.4 Multi-Day Event Simulations and Rainfall Justification to Project Floodplain  
2.3.4.5 Floodplain Delineation  
2.3.4.6 Floodplain Justification Report  
2.3.4.7 Pre-Submittal Meeting  
2.3.4.8 District Review  
2.3.5 Peer Review of Watershed Model Development and Floodplain Delineation  
2.3.5.1 Peer Review Meeting and Presentation  
2.3.5.2 Meeting to Present Peer Review Comments  
2.3.5.3 Meeting to Discuss Approach of Responding to Peer Review Comments  
2.3.6 Approved Floodplain Analysis Deliverables for Preliminary Floodplain Open House  
2.3.6.1 Revised Deliverables  
2.3.6.2 Pre-Submittal Meeting  
2.3.6.3 District Review and Approval  
2.3.7 Preliminary Floodplain Open House and Response to Public Comments  
2.3.7.1 Preliminary Floodplain Open House  
2.3.7.2 Response to Public Comments  
2.3.8 Final Approved Floodplain Analysis Deliverables  
2.3.8.1 Revised Deliverables  
2.3.8.2 Pre-Submittal Meeting  
2.3.8.3 District Approval and Notice  
2.4 Alternatives Analysis – FPLOS, Drainage Improvement Alternatives Analysis and Recommendations  
2.4.1 FPLOS Determination  
2.4.1.1 FPLOS Methodology Meeting  
2.4.1.2 Design Storm Simulations and Floodplain Mapping  
2.4.1.3 Establishment of Landmark Elevations  
2.4.1.4 FPLOS Determination  
2.4.1.5 Flood Damage Estimate  
2.4.1.6 FPLOS Analysis Report  
2.4.1.7 Pre-Submittal Meeting  
2.4.1.8 District Review and Approval  
2.4.2 Drainage Improvement Alternatives Analysis and Recommendations  
2.4.2.1 Site Selection Meeting  
2.4.2.2 Alternatives Analysis and Project Ranking  
2.4.2.3 Project Ranking Meeting  
2.4.2.4 Drainage Capital Improvement Projects (CIPs) Recommendation  
2.4.2.5 Proposed Conditions FPLOS Determination  
2.4.2.6 Conceptual Design  
2.4.2.7 Meeting with District Regulatory Personnel  
2.4.2.8 Meeting with Citizens Group(s)  
2.4.2.9 Alternatives Analysis and Recommendations Report  
2.4.2.10 Pre-Submittal Meeting (as needed)  
2.4.2.11 District Approval and Notice  
2.5 Alternatives Analysis – SWRA and BMPs of Water Quality  
2.5.1 SWRA of Water Quality
2.5.1.1 SWRA Approach Meeting
2.5.1.2 Water Quality Data Collection and Analysis
2.5.1.3 Existing Conditions Pollutant Loading Analysis
2.5.1.4 SWRA Report
2.5.1.5 Pre-Submittal Meeting (as needed)
2.5.1.6 District Review and Approval

2.5.2 Water Quality BMPs
2.5.2.1 Site Selection Meeting
2.5.2.2 Alternatives Analysis and Project Ranking
2.5.2.3 Project Ranking Meeting
2.5.2.4 BMPs Recommendation
2.5.2.5 Conceptual Design
2.5.2.6 Meeting with District Regulatory Personnel
2.5.2.7 Meeting with Citizens Group(s)
2.5.2.8 Water Quality BMPs Report
2.5.2.9 Pre-Submittal Meeting (as needed)
2.5.2.10 District Review and Issuance of NOC

DELIVERABLES
The following deliverables are related to the specific PROJECT TASKS from above:

Procurement
• Executed Consultant Agreement

Project Development
• Final Project Plan and Project Development Documents

Watershed Evaluation
Assembly and Evaluation of Watershed Data
• Task Memorandum
• Project Specific QA/QC Document
• Responses to Comments Geodatabase
• Digital Elevation Model (DEM)
• Updated Project Plan
• GWIS Geodatabase

Hydrologic and Hydraulic Feature Database
• Response to Comments Geodatabase
• Refined Topographic Information
• Updated GWIS Geodatabase
• TSDN
• Project Specific QA/QC Document

Preliminary Model Features
• Watershed Evaluation Report
• TSDN
• Project Specific QA/QC Document
• Refined Topographic Information
GWIS Geodatabase

Final Approved Watershed Evaluation Deliverables
- Response to Comment Geodatabase
- Update Project Plan
- Revised Watershed Evaluation
- Project Specific QA/QC Document

Floodplain Analysis
Watershed Model Parameterization
- Updated Watershed Evaluation Report
- Model Input/Output Files
- Project Specific QA/QC Document
- GWIS Geodatabase
- TSDN

Final Approved Watershed Model Parameterization Deliverables
- Revised Watershed Model Parameterization Deliverables
- Response to Comment Geodatabase
- Updated Project Plan
- Project Specific QA/QC Document

Watershed Model Development and Floodplain Delineation
- Floodplain Justification Report
- 100-Year Flood Depth Grids
- Model Input/Output Files
- Project Specific QA/QC Document
- Updated GWIS Geodatabase

Approved Floodplain Analysis Deliverables for Preliminary Floodplain Open House
- Responses to Comments Geodatabase
- Revised Deliverables
- Project Specific QA/QC Document

Final Approved Floodplain Analysis Deliverables
- Sign & Sealed Floodplain Justification Report
- PowerPoint Presentation
- Updated Project Plan
- Revised Deliverables
- Project Specific QA/QC Document
- Final Peer Review Report

Alternatives Analysis – FPLOS, Drainage Improvement Alternatives Analysis and Recommendations
Watershed Model Development and Floodplain Delineation
- FPLOS Analysis Report
- Flood Depth Grids for Design Storms
• Model Input/Output Files FPLOS
• Geodatabase
• Responses to Comment Geodatabase
• Project Specific QA/QC Document

Drainage Improvement Alternatives Analysis and Recommendations
• Alternative Analysis and Recommendation Report
• Flood Depth Grids for Proposed Conditions
• Updated Project Plan
• Model Input/Output Files for Alternative Analysis
• Model Input/Output Files for Proposed Conditions
• Geodatabase
• Responses to Comments Geodatabase
• Project Specific QA/QC Document

Alternatives Analysis — SWRA and BMPs of Water Quality
SWRA of Water Quality
• Surface Water Resource Assessment (SWRA) Report
• Existing Conditions Geodatabase
• Responses to Comments Geodatabase
• Project Specific QA/QC Document

Water Quality BMPs
• Water Quality BMPs Report
• Model Input/Outputs
• Proposed Conditions Geodatabase
• Response to Comments Geodatabase
• Project Specific QA/QC Document

DELIVERABLE REVIEW TIMES

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable including supporting documentation. The COOPERATOR shall respond to the DISTRICT’S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

PROJECT SCHEDULE

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Additional task deadlines contained in the performance schedules of any consultant and contractor contracts will be incorporated herein by reference.

### PROJECT BUDGET

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- Budget amounts for tasks can be adjusted by the Contract Manager in accordance with Subparagraph 1.2.
- Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding paragraph in the Agreement. COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

The remainder of this page intentionally left blank.
EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving $100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

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* Our organization does not collect minority status data.

Signature                        Date

Print Name and Title

16.00-026 (01/07)
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 1, 2018

To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: A resolution approving the First Amendment to the architect/engineering agreement dated September 1, 2017 between the City of St. Petersburg, Florida and CH2M Hill Engineers, Inc. (“A/E”), for A/E to provide professional engineering services related to Phase II of the Stormwater Management Master Plan Update Project in an amount not to exceed $2,726,686.67; providing that the total contract amount shall not exceed $2,992,265.86 (Engineering Project Number 17037-110; Oracle Project Number 15775); authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

Explanation: On November 16, 2016, the City issued a Request for Qualifications, RFQ 6305, Consulting Services, Stormwater Management Master Plan Update.

The consultant will perform a comprehensive update to the Stormwater Management Master Plan (“SMMP”) for the City of St. Petersburg in accordance with City, Southwest Florida Water Management District (“SWFWMD”) and 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 several factors. Many of the recommended projects from the current plan have been implemented, technology has improved providing more accurate and detailed models and better digital topographic data exists. Additionally, a resiliency component will be studied through the use of current sea level rise predictions and models.

On August 3, 2017, City Council approved the Architect/Engineer Agreement (“A/E”) for Phase I of the SMMP update in the amount of $265,579.19 (agreement executed September 1, 2017). In Phase I, the consultant focused on the Lake Maggiore watershed (Basin C) due to prolonged flooding experienced along Dr. Martin Luther King, Jr Street 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 were expedited including development of best management plans to address the flooding. The consultant developed 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 has developed the scope of the full SMMP with the city and the SWFWMD.

Amendment No 1 to the A/E Agreement in the amount of $2,726,686.67 will provide funding for the full Stormwater Master Plan Update as developed with the City and the SWFWMD. This request involves the development of a comprehensive SMMP that results in recommendations for water quality, flood control, and natural system improvement projects for the watersheds in the city. Further, the SMMP update will consider sea level rise as part of the City’s resiliency planning efforts. This project is co-funded by SWFWMD. Due to the current impaired status of Crescent Lake, water quality improvement recommendations has been identified as a preliminary deliverable.
This project was developed and will be performed in accordance to SWFWMD guidelines. SWFWMD under a separate Agreement will participate in cooperative funding for this Project for a not to exceed amount of $900,000.

The A/E Agreement and A/E Agreement Amendment No.1 includes the following phases and associated lump sum fees and costs:

- Phase I – Scoping and Preliminary Analysis of select Basins (Approved) $265,579.19
- Amendment No 1 – SMMP (New) $2,726,686.67
- Revised Total A/E fees $2,992,265.86

**Recommendation:** Administration recommends City Council adopt the attached resolution approving the First Amendment to the architect/engineering agreement dated September 1, 2017 between the City of St. Petersburg, Florida and CH2M Hill Engineers, Inc. (“A/E”), for A/E to provide professional engineering services related to Phase II of the Stormwater Management Master Plan Update Project in an amount not to exceed $2,726,686.67; providing that the total contract amount shall not exceed $2,992,265.86 (Engineering Project Number 17037-110; Oracle Project Number 15775); authorizing the Mayor or his designee to execute the First Amendment.

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

**Attachments:** Amendment No. 1 Resolution

**APPROVALS:**

- [Signature]
  Administrative
  [Date]
- [Signature]
  Budget
Resolution No. 2018 - ___

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT DATED SEPTEMBER 1, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CH2M HILL ENGINEERS, INC. ("A/E"), FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO PHASE II OF THE STORMWATER MANAGEMENT MASTER PLAN UPDATE PROJECT IN AN AMOUNT NOT TO EXCEED $2,726,686.67; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $2,992,265.86 (ENGINEERING PROJECT NUMBER 17037-110; ORACLE PROJECT NUMBER 15775); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 1, 2017, the City of St. Petersburg, Florida ("City") and CH2M Hill Engineers, Inc. ("A/E") executed an architect/engineering agreement for A/E to provide professional engineering services related to Phase I (Basin C Hydrologic and Hydraulic Analysis) of the Stormwater Management Master Plan Update Project ("Project") in the amount of $232,579.19; and

WHEREAS, the City and A/E desire to amend the architect/engineering agreement for A/E to provide professional engineering services for Phase II of the Project, which shall include (i) watershed evaluation, (ii) watershed management plan, and (iii) watershed management plan alternative analysis in an amount no to exceed $2,726,686.67 for a total contract amount not to exceed $2,992,265.86; 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 First Amendment to the Architect/Engineering Agreement dated September 1, 2017 between the City of St. Petersburg, Florida and CH2M Hill Engineers, Inc. ("A/E"), for A/E to provide professional engineering services related to Phase II of the Stormwater Management Master Plan Update Project in an amount not to exceed $2,726,686.67 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $2,992,265.86.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This Resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00357653
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on the ____ day of February, 2018, by and between the City of St. Petersburg, Florida (the "City") and CH2M HILL Engineers, Inc. (the "A/E").

WHEREAS, the City and the A/E executed an architect/engineering agreement on September 1, 2017 ("Agreement"), for the A/E to provide professional engineering services related to Phase I - Basin C Hydrologic and Hydraulic Analysis of the Project in the amount of $232,579.19; and

WHEREAS, the City and the A/E desire to amend the Agreement for the A/E to provide professional engineering services for Phase II – Stormwater Management Master Plan Update in an amount not to exceed $2,726,686.67, which shall include (i) watershed evaluation, (ii) watershed management plan, and (iii) watershed management plan alternative analysis.

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

1. Section 2.1 of the Agreement is hereby amended to read as follows:

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 and in accordance with this Agreement ("Term"), unless this is earlier terminated as provided for herein.

2. Section 4.1 of the Agreement is hereby amended to read as follows:

The detailed services that the A/E shall perform and the Deliverables that the A/E shall prepare and provide for the City are set forth in Appendix A-1 Phase I and Appendix A-2 Phase II, which are attached hereto and made part hereof.

3. Section 6.1 of the Agreement is hereby amended to read as follows:

6.1 Provided that the A/E faithfully performs its obligations contained in this Agreement and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the A/E the fees and costs set forth in Appendix C, provided, however that the total amount of fees and costs paid to the A/E by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed two million nine hundred ninety two thousand two hundred sixty-five dollars and eighty-six cents ($2,992,265.86) ("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.
4. Section 20.1 of the Agreement is hereby amended to read as follows:

The A/E shall perform the Scope of Services in accordance with the schedule set forth in Amended Appendix B. Such schedule may be revised by the City’s Project Manager after consultation with the A/E.

5. Appendix A is hereby deleted and replaced with Appendix A-1 Phase I and Appendix A-2 – Phase II, which are attached hereto and made a part hereof by reference. All references in the Agreement to Appendix A shall mean Appendix A-1 Phase I and Appendix A-2 – Phase II.

6. Appendix B is hereby deleted and replaced with Amended Appendix B, which is attached hereto and made a part hereof by reference. All references in the Agreement to Appendix B shall mean Amended Appendix B.

7. Appendix C is attached hereto and made a part of the Agreement.

8. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

REMAINING PORTION INENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the City and the A/E have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

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**ATTEST**

______________________________
City Clerk  
(SEAL)

Approved by the City's Project Manager

______________________________  
Approved as to Content and Form  
357897

______________________________  
City Attorney (Designee)
APPENDIX A-1 - SCOPE OF SERVICES

STORMWATER MANAGEMENT MASTER PLAN

PHASE I - BASIN C HYDROLOGIC AND HYDRAULIC ANALYSIS

CITY PROJECT NO. 17037-110
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:
- GIS shapefiles of field reconnaissance locations
- Field reconnaissance photos, hyperlinked to the spatial field reconnaissance location in GIS
- Maintenance condition description of all structures visited during field reconnaissance

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**

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:**
STORMWATER MANAGEMENT MASTER PLAN - PHASE I

- 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 excision 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 SFWMD/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. **DELIBERABLES**

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
- PEOFCC 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/SWFWMMD Agreement document
- City-approved Watershed Management Plan Scope of Services document
- City-approved Watershed Management Plan Fee Breakdown

II. PROJECT TEAM

CH2M Hill Engineers Inc.
Land & Water Engineering Science
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<td>AACEI</td>
<td>Association for the Advancement of Cost Engineering International</td>
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<tr>
<td>BGS</td>
<td>Below Ground Surface</td>
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<td>BMP</td>
<td>Best Management Practices</td>
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<td>CRS</td>
<td>Community Rating System</td>
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<td>DEM</td>
<td>Digital Elevation Model</td>
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<td>DFIRM</td>
<td>Digital Flood Insurance Rate Map</td>
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<td>Double Ring Infiltration Tests</td>
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<td>EPA</td>
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<td>Environmental Resource Permit</td>
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<td>Environmental Systems Research Institute</td>
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<td>Finish Floor Elevation</td>
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<td>G&amp;S</td>
<td>Guidance &amp; Specifications</td>
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<tr>
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<td>Global Positioning System</td>
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<tr>
<td>GWIS</td>
<td>Geographic watershed information system</td>
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<tr>
<td>H&amp;H</td>
<td>Hydrologic &amp; Hydraulic</td>
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<td>Integrated Water Resource Plan</td>
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<td>MOT</td>
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<td>R&amp;R</td>
<td>Repair &amp; Replacement</td>
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<td>Soil Survey Geographic database</td>
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<td>Waterbody IDs</td>
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<td>WMP</td>
<td>Watershed Management Plan</td>
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<tr>
<td>WW I&amp;I</td>
<td>Wet Weather Inflow and Infiltration</td>
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</table>
GENERAL DESCRIPTION

In addition to the services performed and Deliverables provided by A/E during Phase I of the Scope of Services (Basin C Hydrologic and Hydraulic Analysis), A/E shall perform the services and provide the Deliverables set forth in this Scope of Services, Phase II. The terms contained in this Scope of Services, Phase II shall have the meanings set forth in the Agreement unless otherwise defined herein.

I. **SCOPE OF SERVICES**
The A/E’s Scope of Services, Phase II, will include the following specific tasks:

- Task 1: Project Development
- Task 2: Watershed Evaluation
- Task 3: Watershed Management Plan
- Task 4: Watershed Management Plan Alternatives Analysis
- Task 5: Additional Services

Specific services to be provided by the A/E under this Scope of Services, Phase II, and Deliverables to be provided are further described below:

**Task 1) Project Development**

**Task 1.1) Kickoff meeting**

Upon approval of this Project by the CITY Council, this task includes effort for n “kick-off” meeting to review the finalized project scope, fee, and schedule to be conducted within ten (10) days after approval by CITY Council. The meeting shall be held at the office of the CITY, and shall include A/E and DISTRICT staff.

**Task 1.1 Deliverables**

- Kick-off meeting with CITY, DISTRICT, and A/E staff
- Meeting summary from kickoff meeting

**Task 1.2) Project communication and quality assurance/quality control (QA/QC) plan**

This task includes development and review of an established communication and QA/QC protocol document.

The Project-specific QA/QC document will outline Project team members and their specified roles on the Project, as well as QA/QC procedures and responsibilities for specific tasks.
This task has been scheduled to allow the CI\(TY\) five (5) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

**Task 1.2 Deliverables**
- Draft and final Project communication and QA/QC protocol document

1.3) National Flood Insurance Program – Community Rating System Review

A brief review of the City’s latest Community Rating System (CRS) scorecard with designated City staff will help to identify opportunities to align available points with stormwater data collection, analysis and recommendations to further advance the City’s ranking beyond class 5, to reduce flood insurance premiums by additional 5%. Opportunities exist for additional CRS credits through the flood mitigation efforts and analysis of the 100-year flood plain including public awareness, engagement and mapping.

Data for this task will be collected as part of Task 2.1.1

**Task 1.3 Deliverables:**
- Summary memo of available CRS credits, with descriptions, that are feasible to accomplish under the Project with minimal additional effort.
- Additional credits available, but requiring a larger effort outside of the scope of this Project, will also be identified by the designated City staff and listed in a separate category of the memo.

1.4) Policy Review

This task includes a cursory review of key components of City guiding documents, ordinances and policies related to stormwater management to promote consistency with City stormwater and flood mitigation objectives and Level of Service (LOS) determinations. The documents, ordinances, and policies to be reviewed may include the following:
- Comprehensive Plan,
- Local Mitigation Strategy,
- Land Development Regulations,
- Public works manuals and design guides,
- Masterplans

Data for this task will be collected as part of 2.1.1

**Task 1.4 Deliverables:**
- Summary of documents reviewed with general recommendations for use under this Project, to be determined by the City, as applicable.
1.5) Climate science review and inundation mapping

This task provides an up-front cursory look at the climate scenarios likely to impact the City and the stormwater system.

This task will be coordinated with Pinellas County (County) to prevent any duplication of efforts and to leverage any data collection and analysis performed up to this point.

Data for this task will be collected as part of Task 2.1.1.

Task 1.5 Deliverables:

- Climate Science technical memo
- Application guidance for stormwater assets
- Initial inundation mapping of stormwater assets and related critical assets

1.6) Project goal setting meeting

A/E shall conduct a Project goal setting meeting which includes review of overall Project goals and objectives, identification of key stakeholders and anticipated input, alignment with other City initiatives and considerations for capturing co-benefits related to economics, environmental and social aspects of the community and the City.

Goals and objectives to be discussed include the following:

- Integration of the Project and other City initiatives,
- Climate related hazards and scenarios,
- Stormwater system vulnerability to extreme weather events affecting system operation,
- Initial selection of sea level rise (SLR) projections (2040/2060/2100) to be evaluated,
- Define tailwater for modeling, based on selected climate scenario and SLR projections,
- Selection of design storms to be modeled,
- Define LOS and design criteria,
- Criticality of stormwater system assets and other City assets impacted by flooding.

This discussion and initial goals will form the basis for the hazard risk analysis and Hydrologic & Hydraulic (H&H) modeling to be performed for this study.

Data for this task will be collected as part of Task 2.1.1.

Task 1.6 Deliverables:

- Meeting materials and meeting minutes
- Goals and objectives memo including all scope related guidance
1.7) Stakeholder engagement meeting

This task includes one (1) meeting which provides an opportunity for other key non-public stakeholders to participate and ensure coordination of various related efforts in the region. Engaging these stakeholders early in the Project promotes an integrated and inclusive process that offers benefits well beyond the Project itself. This engagement also provides a forum to leverage other resources and the latest available information, further enhancing the value of the end-product. Possible stakeholders for consideration include:

- Pinellas County (Stormwater, Environmental and Planning staff)
- Other A/E staff and consultants providing services to the CITY such as the Integrated Water Resource Plan (IWRP), and the Wet Weather Inflow and Infiltration (WW I&I) project
- Ocean Team
- Tampa Bay Regional Planning Council (TBRPC)
- Tampa Bay Estuary Program (TBEP)
- Chamber of Commerce
- USF Marine Science (Dr. Gary Mitchum)

Task 1.7 Deliverables:

- Meeting materials & meeting minutes

Task 2) Watershed Evaluation

Task 2.1) Collection and assembly of existing and new topographic and watershed feature data

Task 2.1.1) Collection and assembly of existing watershed feature data

The A/E shall collect, assemble, and evaluate sources of information to be obtained from the DISTRICT, CITY, Pinellas County, and other sources on an as-needed basis. The A/E shall also preliminarily identify gaps in information that will require resolution or the collection of additional datasets.

- Previous CITY watershed studies/reports/updates;
  - 1994 Stormwater Management Master Plan, completed by Post, Buckley, Schuh, and Jernigan (PBS&J)
  - Updated basin material for basins updated since 1994
    - Latest stormwater model files for each CITY basin
    - Latest Geographical Information System (GIS)/AutoCAD/pdf schematic files for each CITY basin.
- Repetitive flood loss report
- System inventory and condition assessments
• Repair and Replacement (R&R) and Operations and Maintenance (O&M) records for stormwater assets

• Water quality monitoring and sampling records with test results

• Beach closure records and water quality testing

• Neighboring watershed studies: The A/E will obtain, from the CITY and/or Pinellas County, the most recent watershed information for those watersheds bordering the CITY's watershed. This information will be used to update/create essential boundary conditions between the neighboring watersheds. The neighboring watersheds include Roosevelt Creek, Sawgrass Lake, Joe's Creek, Long Bayou, Gulfport, and Bear Creek.

• Topographic Data (Pinellas County 2017 Light Detection and Ranging (LiDAR) data will be utilized for this Project, and is anticipated to become available for use between February 2018 and April 2018): The A/E will utilize the LiDAR data and the Digital Elevation Model (DEM) to be obtained from the DISTRICT for topographic analysis. It is anticipated that the District or the County will provide a 5 ft x 5 ft grid DEM.

• Environmental Resource Permit (ERP) documents:
The A/E will obtain, from the DISTRICT, pertinent ERP records that fall within the CITY watershed. March 30, 2018 will be the cutoff date for ERP documents to be included under this Project. ERPs beyond the date of March 2018 will generally not be included under this Project. Generally, the A/E will incorporate ERPs of “As-Built” status dated up to March 2018.

The A/E may reference and/or include ERPs of “Approved Plan” status if warranted, on a case-by-case basis, if deemed necessary by the CITY. ERPs of “Non-Approved” status will generally not be considered for inclusion under this Project.

The A/E will use the DISTRICT’s most recent ERP polygon layer for reference purposes, but will not be responsible for updating this layer.

• Florida Department of Transportation (FDOT) planelsets: The A/E will identify, collect, and review As-Built planelsets, dated up to March 2018, for FDOT roadways within the CITY watershed.

• CITY planelsets: The A/E will collect and review additional as-built planelsets, on an as-needed basis, provided by the CITY.

• Groundwater data: The A/E will assemble pertinent groundwater data, collected during the CITY's Wet Weather Overflow Mitigation Program-Phase II, to use for the adjustment of
model parameters under subsequent tasks. Groundwater data to be assembled may include groundwater elevations collected and existing and future groundwater zones of impact identified under the Wet Weather Overflow Mitigation Program.

- **Soils data**: The A/E will collect GIS-based soils files from the DISTRICT and the National Resources Conservation Services (NRCS) for use under subsequent parameterization tasks.

- **Land use files**: The A/E will collect GIS-based existing and future land use files from the CITY and DISTRICT, and will perform a high-level evaluation on each set of data to make a recommendation as to which land use files to consider using for subsequent parameterization tasks. Based on this analysis, the CITY will make the decision as to which dataset is to be used for the Project.

- **Stormwater Inventories**: The A/E will collect the CITY’s latest version of their GIS-based stormwater asset inventory for use in subsequent tasks.

- **Impervious Areas**: The A/E will collect GIS-based data from the CITY showing the impervious area polygons within the CITY watershed. It is anticipated that the CITY will have GIS-based impervious area data available for use during this Project. The A/E shall edit this data for Project-specific purposes (for example, the A/E may need to add roadways, airports, etc. into the layer). Edits and additions to the CITY’s impervious areas layer will occur under the future Task 2.2.1, Watershed Model Parameterization.

- **Building footprints and finished-floor-elevations (FFE)**: The A/E will develop GIS-based building footprints and FFE for use under subsequent tasks. FFE data will be developed utilizing available LiDAR data when practical. However, there may be a need to obtain surveyed elevations for certain critical facilities (to be identified in conjunction with the CITY). The effort associated with the A/E’s development of this data is included under Task 3.2.8, Data Refinement and Development. Survey data will be collected, on an as-needed basis, under a subsequent Project task.

- **Roadways**: The A/E will collect GIS-based shapefiles/feature classes that contain roadway features within the CITY watershed.

- **Historic Water Levels**: The A/E will collect information on historic water levels, surveys, photos or videos of flooding, and any other available information that may assist with subsequent model calibration/verification. The A/E will download the latest High-Water Mark database from the DISTRICT and will utilize information from this database.

- **The City’s Comprehensive Plan**: The A/E will collect the City’s latest Comprehensive Plan.
This task has been scheduled to allow the CITY 10 business days to review the draft deliverable and provide comments to the A/E. The A/E then has 5 business days to address these changes and deliver the final deliverable.

Task 2.1.1 Deliverables

- All raw datasets acquired under this task
- Project-area DEM
- Consolidated point shapefile showing locations of historic water levels and/or areas of chronic flooding complaints, if such data is attained
- ERP polygon layer, hyperlinked to the associated ERP documents within the Project folder
- Draft and final brief memorandum summarizing the data collection and evaluation efforts, with identified data gaps
- One in-person meeting to discuss review comments from the CITY/DISTRICT

Task 2.1.2) Installation of Surface Water Level Readers Within CITY

Under this task, the A/E will be responsible for the development of a subconsultant scope of services for the installation of up to 15 surface water level readers within the CITY. The locations of these readers will be determined by the CITY. The A/E will prepare the subconsultant scope of services for the CITY’s review and approval, and then engage the subconsultant in accordance with the requirements set forth in the Agreement.

The CITY will be responsible for the survey of each water level reader probe, once installed. The CITY will collect this survey data in the North American Vertical Datum (NAVD) 1988. The CITY will also be responsible for the routine collection of data from each of these water level readers, and will provide this data to the A/E for use under this Project, specifically for model verification purposes.

The A/E expects to primarily utilize the information to be collected from these surface water level readers as the primary source of verification data for this Project. The A/E anticipates utilizing data collected between May 2018 and October 2019 for model verification purposes.

Task 2.1.3) Geotechnical Services (If Needed)

If approved as an additional service by the CITY, under this task the A/E shall coordinate with the CITY, on an as-needed basis, for up to 10 geotechnical investigations to verify water table elevations, and to conduct double ring infiltrometer testing for soil infiltration rates. The A/E will prepare the subconsultant scope of services for the CITY’s review and approval, and then engage the subconsultant in accordance with the requirements set forth in the Agreement.

Task 2.2) Initial GIS Processing
Task 2.2.1) Consolidation and Development of Existing Conditions GWIS Database and SWMM Model

Task 2.2.1.1) Development/consolidation of existing model features in GIS

The latest version of the EPA Stormwater Management Model (SWMM) that is available upon the commencement of this task will be used to house the CITY’s updated model for this Project. Under this task, the A/E will create a SWMM-compatible Geographical Watershed Information System (GWIS) database to house the CITY’s existing model subbasins, links, and nodes, and their related tables (Pipe Barrel, Weir, etc.). This GWIS database is the DISTRICT’s standard database template for watershed management plans, and will serve as the basis for updates to be performed under this task and subsequent tasks.

The A/E will use GIS features and existing stormwater models, to be obtained from the CITY, as the basis for creating the existing model’s GWIS database. The nodes and links will be created manually by the A/E under this task. The CITY does have basic subbasin features available in a GIS shapefile, but the accuracy of these features as they compare to the modeled data is unknown. Any discrepancies between the CITY’s existing models and corresponding GIS data will be brought to the attention of the CITY, and the CITY will make the determination as to which dataset will serve as the best available data.

The CITY’s existing models are in various software, and various software versions, throughout the watershed (ICPR2, ICPR3, Excel-based components, and previous versions of the SWMM software). Therefore, it is anticipated that the A/E will need to convert features within the CITY’s existing models to be compatible with the version of the SWMM software to be used for this Project. As an example, the ICPR model software allows for weir features to be modeled as irregular weirs with an assigned cross section. The SWMM model software does not have the capacity to model weirs with cross sections. Under this subtask, the A/E will need to convert these irregular weirs to SWMM-compatible weir features.

Task 2.2.1.2) Development of HydroNetwork features in GIS for existing model features

The A/E will utilize the CITY’s stormwater asset inventory GIS database, in conjunction with available plansets collected under Task 2.1.1, to digitize GWIS HydroNetwork features (HydroJunctions and HydroEdges) for existing model links. The HydroNetwork features are digitized in the actual spatial location of the feature they represent (pipe, weir, etc.), in comparison to the otherwise spatially-arbitrary model link features that they correspond to. If, during this task, it is found that existing model link data disagrees with information provided within the CITY’s asset inventory database or available plansets, the CITY will advise as to which dataset will be considered best available data.

Task 2.2.2) Flood Modeller FAST Results

The A/E will develop a watershed-wide GIS feature class showing the results of the 100 yr/24 hr recurrence interval, generated from the Flood Modeller FAST (FAST) software. This software allows for preliminary floodplain extent generation using only LiDAR and rainfall data. The results from the FAST run provide
value during multiple tasks of the Project. The results can assist with the early identification of flood-prone areas, which in turn provide insight in determining field reconnaissance locations, and areas within the model that may warrant additional model detail and/or attention. The results from the FAST run are also valuable in that they provide another layer of verification. Comparison of the FAST floodplain extents to the floodplain extents generated from the detailed hydraulic model often help to provide additional confidence in the modeled results.

**Task 2.2.2 Deliverables (concurrent with Task 2.2.1 deliverables)**
- Flood Modeller FAST results for the 100 yr/24 hr recurrence interval
- Meeting to discuss review comments from the CITY/DISTRICT at CITY office
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist

**Task 2.2.3) GWIS Database and SWMM Model Updates per Desktop Reconnaissance**

**Task 2.2.3.1) Update to GWIS Database Model Features (Subbasins, Links, and Nodes)**

The A/E will utilize the datasets acquired under Task 2.1.1 to update the GWIS model features (subbasins, links, and nodes, and related tables). The model features will be revised to provide for a greater level of detail, where needed to provide more accurate model results and floodplains. The subbasin features will be manually edited as needed to reflect the ridgelines shown in the latest LiDAR data. The subbasins, links, and nodes will be updated to reflect areas of new development, as reflected in plansets to be obtained under Task 2.1.1. Also, the GWIS subbasins, links, and nodes will be updated as needed to tie into neighboring Pinellas County watersheds.

Generally, model links will be added at an “intermediate” or “regional” scale, for those features serving as hydraulic connectors, or ultimate outfalls, of subbasins. Hydraulic features that are internal to each subbasin may not be modeled unless needed.

**Task 2.2.3.2) Update to GWIS Database HydroNetwork Features**

Under this subtask, the A/E will update existing, or digitize additional, HydroNetwork features (HydroJunctions and HydroEdges) as necessary for those features that are to be included in the updated model. The HydroNetwork features are digitized in the actual spatial location of the feature they represent (pipe, weir, etc.), in comparison to the otherwise spatially arbitrary model link features that they correspond to.

This task has been scheduled to allow the CITY 20 business days to review the draft deliverable and provide comments to the A/E. The A/E then has 20 business days to address these changes and deliver the final deliverable.
Task 2.2.3 Deliverables (concurrent with Task 2.3 deliverables)

- Draft and final updated GWIS Database
- Draft and final deliverable memorandum summarizing the development of the updated model and GWIS database
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist
Task 2.3) Evaluation of GIS and topographic data for issues and voids

The A/E will review the Project-area DEM (developed under Task 2.1.1) for topographic void areas that may result from areas of recent development that will influence hydraulic or hydrologic components of the model. Voids or issues in the topographic data are areas where the available topographic information does not represent the current topography, or errors in the dataset that are creating false elevations. Examples of these voids or issues can include areas where land alterations have superseded the available topography (areas of new development since the LiDAR was flown), areas with dense vegetation that block the true ground elevation, or patches where topographic information was missed during flight. Additionally, the DEM will also be reviewed for the representation of seawall along the coast to better represent the tidal interaction to the coastal area. If the seawall representation is determined to be further refined, survey of seawall could be added to the scope at that time.

Under this subtask, the A/E will update the existing land use feature class to include the areas of new development identified, if warranted. The A/E will also submit a shapefile showing the areas within the watershed that are noted as topographic issues and voids. It should be noted that this topovoid shapefile will be updated throughout the Project as additional locations of topographic voids are found.

This task has been scheduled to allow the CITY 20 business days to review the draft deliverable and provide comments to the A/E. The A/E then has 20 business days to address these changes and deliver the final deliverable.

Upon the completion of this task, the A/E will attend one City Council meeting to present the deliverables and project status to the City Council. The A/E shall compile, document, and evaluate City Council’s comments.

Task 2.3 Deliverables (concurrent with Task 2.2 deliverables)

- Draft and final GIS shapefile of identified topovoids within the watershed
- Updated existing land use feature class
- One in-person meeting to discuss review comments from the CITY/DISTRICT
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist
- Attendance at one City Council meeting, and preparation of meeting material and follow-up to City Council, if needed

Task 2.4) Public Notification of Watershed work (If Needed)

If approved as an additional service by the City, Public Involvement/Public Notification shall include preparation and execution of three (3) public meetings to inform and collect input from the public on the Project. The A/E will prepare the subconsultant scope of services for the CITY’s review and approval, and then engage the subconsultant in accordance with the requirements set forth in the Agreement.
Task 2.5) Pre-Field reconnaissance evaluation

The A/E will develop an approach to the data acquisition methodology that is specific to the CITY to include locations where collection will occur and what the method of collection will be. The A/E will submit this approach to the CITY for approval before beginning the Acquisition of Data task.

The A/E will develop GIS features depicting proposed field reconnaissance locations. Field reconnaissance is generally needed to glean additional information beyond what was available through desktop reconnaissance, to assist with further subbasin refinement, deciphering general connectivity and drainage patterns, and basic parameterization of hydraulic features. Generally, the A/E will look to collect information for hydraulic structures that are considered of the "regional" or "intermediate" system scale.

For example, driveway culverts would generally be considered "local" systems and would be excluded from the proposed collection effort.

This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

Task 2.5 Deliverable (concurrent with Task 2.4 deliverables)
- Draft and final GIS layers that identify areas of suggested field reconnaissance
- One in-person meeting with CITY/DISTRICT to discuss collection methods and accuracy
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist

Task 2.6) Acquisition of Data

Acquisition of additional spatial information will be conducted through field reconnaissance and survey efforts. Field reconnaissance and survey may be accomplished with a combination of Global Positioning System (GPS) and traditional survey techniques when sufficient information is not attainable from existing data sources.

Task 2.6.1) Field Reconnaissance

The A/E will conduct field reconnaissance for those locations previously identified under Task 2.5. For each stormwater structure visited, the A/E will collect a photograph and a spatial GPS point, with data fields populated for the structural dimensions, shape, material, and condition assessment. The A/E will not be responsible for the collection of vertical elevation data. For condition assessment, only visual observations will be made on the visited structures. No physical testing will be performed.
The A/E will compile all GPS-located points into a field collection database. Backup descriptive files and/or digital photos will be hyperlinked to the appropriate feature class as appropriate.

This subtask does not include the transfer/inclusion of the field reconnaissance findings into the GWIS database or the CITY’s asset inventory database.

This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

**Task 2.6.1 Deliverable (concurrent with Task 2.6.2 deliverables)**
- Draft and final field reconnaissance database containing features collected during field reconnaissance
- Pictures, data sheets, etc. collected during field reconnaissance, hyperlinked to the related GIS feature
- Meeting to discuss collection methods and accuracy
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist
Task 2.6.2) Survey (If Needed)

If approved as an additional service by the City, under this task, the A/E will be responsible for the identification of the required survey locations and the development of a scope of services to identify the level of effort required for survey. Survey services will be requested for those stormwater features that are to be included in the model but are lacking necessary vertical elevation data and/or data to represent seawall information. Survey data is to be collected in the North American Vertical Datum (NAVD) 1988.

The A/E will develop a scope of work and retain a subconsultant in accordance with the requirements set forth in the Agreement to survey the proposed locations.

Task 2.7) Data refinement and development

The A/E will further refine the DEM, subbasin delineations, and/or connectivity based on findings from Tasks 2.3, 2.4, and 2.6. Under this task, the A/E will be responsible for updating the GWIS database HydroNetwork to house all information obtained from the survey and field reconnaissance tasks (no Hydraulic Element Point (HEP) or HEP line features will be developed under this Project). The A/E will also be responsible for the development and/or refinement of the building footprints in GIS to use under subsequent tasks.

Overland weir features will not be generated under this task. The overland weir features will be developed upon the completion of the Watershed Evaluation Phase, under Task 2.2.1, once the subbasin delineations have been finalized.

As the level of detail is very important for this Project, it is imperative that the subbasin delineations be reviewed and finalized under this task before proceeding to Task 2.8.

This task has been scheduled to allow the CITY 15 business days to review the draft deliverable and provide comments to the A/E. This task includes one in-person meeting with the City and District to review the comments received on the draft deliverable. The A/E then has 15 business days to address these changes and deliver the final deliverable.

Task 2.7 Deliverable
- Draft and final GWIS database updated with final subbasin delineations and connectivity
- Draft and revised Project-area DEM, corrected for topovoids and areas of new development
- One in-person meeting to discuss review comments from the CITY/DISTRICT
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist

Task 2.8) Geodatabase of model features and Watershed Evaluation Report
Under this task, the A/E will develop the draft Watershed Evaluation report to document the methodologies and findings of the Watershed Evaluation phase of the Project.

The A/E will package the draft Watershed Evaluation Report, GWIS database, and all relevant material assembled and created under the Watershed Evaluation phase in preparation for submittal to the CITY, DISTRICT, and the consultant conducting the peer review (to be chosen and contracted by the CITY).

Comments related to these deliverables, from the CITY, DISTRICT, and peer review consultant, are to be addressed under Task 2.11.

There are no deliverables for this task. See Task 2.11.

**Task 2.9) Surface Water Resource Assessment Analysis and Approach & Crescent Lake Preliminary Management Plan**

**Task 2.9.1) Surface Water Resource Assessment Analysis and Approach**

The A/E will develop an approach to the surface water resource assessment that is specific to the CITY's watershed. The A/E will submit this approach document to the CITY and DISTRICT for approval prior to beginning the surface water resource assessment analysis task under the Watershed Management Plan phase of the Project. Note that existing water quantity and quality data may be unavailable. Therefore, the scope of this task may focus on advisement of data collection and monitoring activities that would be beneficial for this study or future updates.

Task 2.9 deliverables are to be reviewed in conjunction with the peer review of the Watershed Evaluation to be conducted under Task 2.11. Please refer to Task 2.11 for deliverable review timeframes.

**Task 2.9 Deliverables (concurrent with Task 2.11 deliverables)**

- Draft and final Surface Water Resource Assessment Analysis Approach
- DISTRICT's standard submittal checklist
- DISTRICT's standard QA/QC document

**Task 2.9.2) Crescent Lake Preliminary Management Plan and Conceptual Alternatives**

The Crescent Lake Preliminary Management Plan task will start in parallel with Task 1.1 Initial Meeting, and is scheduled to complete within six (6) months of Notice to Proceed.

Crescent Lake is a highly modified natural lake that receives and detains stormwater from a large portion of the northeast St. Petersburg watershed. Since 2007, a local volunteer group has restored and managed representative littoral marshes within the lake through grants received from the Tampa Bay Estuary Program (TBEP) and through sustained community interest and citizen participation. Given an interest by
the City in improving stormwater quality, this background of activity and ecological improvement suggests that plans could be implemented in Crescent Lake that would demonstrate concepts for stormwater improvement that could be adapted to other lakes and ponds in the City. This scope of work summarizes the tasks and effort to prepare a Crescent Lake Preliminary Management Plan that would provide management recommendations and conceptual descriptions of lake improvements, and the associated labor effort.

Task 2.9.2.1) Data Collection, Kickoff Meeting, Field Synoptic Sampling, and Data Compilation

The A/E will obtain and review available information and data related to Crescent Lake. A kickoff meeting will be held to discuss the Crescent Lake Preliminary Management Plan vision, present the team, discuss task details and review the information request. The A/E will review in-house data sets for the following types of information:

- Reports
- Data files
- GIS coverages
- Related electronic information necessary to summarize watershed characteristics
- Stormwater hydraulics and hydrology
- Lake area and morphometry
- Lake and stormwater quality, both in data format and from existing summaries
- Other features of Crescent Lake and its watershed

Any information not already in A/E files will be listed and provided to the City with a data needs request prior to the kickoff meeting.

The A/E will meet with the City to plan a summary synoptic sampling effort to be conducted by the City to collect samples of sediment, lake water, and inflow and outflow water. The sampling to be performed by the City is estimated to include the following types of information:

- Lake sediments from three locations to be confirmed with the City staff (e.g., north, central and south).
- Water samples from three lake stations (e.g., north, central and south) at three depths (e.g. one foot below the top, mid, and one foot above bottom).
- Grab samples from six inlet culverts and the northern outflow.
- Depth measurements from three transects across the lake.

Minutes will be provided to the City summarizing the approach and details of the sampling plan, as discussed in the meeting.

The City will analyze water samples for total phosphorus, ammonia-nitrogen, total Kjeldahl nitrogen, oxidized nitrogen, alkalinity, total organic carbon, total suspended solids, sulfide, metals, chlorophyll a, and total hardness. Sediment samples will be analyzed for total phosphorus, ammonia-nitrogen, total
Kjeldahl nitrogen, oxidized nitrogen, total organic carbon, bulk density, grain size distribution, metals, total solids, and total sulfides.

The City will provide the A/E with a narrative description of the sampling effort, and the laboratory results and field data in electronic format. The A/E will prepare a brief technical memorandum describing the results of the literature review and synoptic sampling event. The report will include sections on lake morphometry, watershed characteristics, lake water quality and sediment quality, and a discussion of proposed water quality management goals.

Future sampling efforts that may be warranted to improve the management basis for the lake will be described. The need for detailed trophic response model development will be assessed. If additional sampling and modeling efforts are required, then an additional scope of services will be prepared for additional authorization.

A meeting will be held with the City at a point near the conclusion of the analysis to summarize findings.

**Task 2.9.2.2) Crescent Lake Preliminary Lake Management Plan Development**

Drawing upon results of Task 2.9.2.1, the A/E will prepare a Crescent Lake Preliminary Management Plan summarizing physical, biological and water quality features of Crescent Lake, and the management needs and recommended actions needed to improve lake water quality, ecological communities and public recreation and aesthetics.

The Crescent Lake Preliminary Management Plan will describe management actions currently implemented by the City’s Stormwater, Pavement and Traffic Department within the lake and drainage area, and by the Parks and Recreation Department within Crescent Lake Park around the lake.

Proposed management activities and potential modifications to existing management activities will be described. Potential new data needs (e.g., water level records, sediment quality monitoring, stratification analysis, vegetation coverage, etc.) will be described. Past participation of citizen volunteers will be described and approaches and benefits of toward future volunteer participation will be described.

Conceptual descriptions of up to three (3) lake water quality improvements will be developed, describing conceptual features, descriptive sketches, benefits, constraints, permitting requirements, and implementation. These three (3) concepts will include floating wetland islands, stormwater treatment in restored littoral zones, and whole lake treatment for water quality improvement.

The A/E will prepare conceptual Class 5 cost estimates for the three (3) conceptual alternatives which have a predicted level of accuracy of -50 percent to +100 percent, consistent with the terminology and practices recommended for conceptual screening analysis by the Association for the Advancement of Cost Engineering International (AACEI).
All estimates of probable construction cost used for planning will be developed using the appropriate estimate class for completion of the design and consistent with industry standards, (AACEI), adjusted for local site conditions.

Draft and final versions of the Crescent Lake Preliminary Management Plan will be prepared. Comments received on the draft version will be responded to and revisions included in the final version.

Meetings will be held with the City to discuss preliminary findings at a midway point to summarize findings and concur on plan development strategy, and to finalize the preliminary lake management plan.

**Task 2.9.2.3) Community Meetings**

The A/E will provide technical resources to the City for City preparation of materials for two (2) public meetings with the Crescent Lakes neighborhood community. The A/E will attend these public meetings and assist the City. The meetings will be advertised in advance for a certain period (e.g., 30 days) and noticed publicly to obtain input from members of the Crescent Lake and Crescent Heights Homeowner’s Associations, as well as users of Crescent Lake Park.

Project fact sheets and maps will be developed by the City using information supplied by the A/E and reviewed and updated by the City as needed. With input from the A/E, the City will prepare up to two (2) draft versions of the updated fact sheet and map. The A/E will utilize the fact sheet and map as supporting information for the community meetings.

Issues matrices will be developed and updated during the community meeting. These are items important to stakeholders, properties, or others that are identified and tracked to be sure they are considered during the study.

It is not anticipated that the A/E will develop an independent stakeholder/homeowner list nor perform individual homeowner meeting notifications.

**Task 2.9.2) Deliverables**

- Kickoff Meeting Minutes
- Sampling Plan Review Meeting Minutes
- Summary Data Memorandum
- Draft and Final Crescent Lake Preliminary Management Plan
- Presentation Materials and Minutes for Two Project Status Meetings
- Presentation Materials and Minutes for Two Community Meetings

**Task 2.10) Project management and quality assurance/quality control (QA/QC)**
This subtask includes project management, meetings, and QA/QC tasks in addition to what has been specified for certain milestones within this document. This task will include additional project management effort to include:

- Monthly progress reports: The A/E will develop progress reports to submit with each invoice, on a monthly basis. The progress report will detail the percent-complete and an explanation of the work completed during the invoice period, with an appraisal of the schedule.

- Project progress meetings: The A/E Project Manager will hold Project meetings with team members and subconsultants as needed, throughout the course of the Project, to ensure cohesiveness and consistency on all deliverables.

- CITY Council meeting attendance: The A/E Project Manager will attend CITY Council meetings, at the discretion of the CITY, to provide Project updates to the Council.

- Meeting minutes' preparation: The A/E Project Manager and/or a designated Project team member will develop a document summarizing key discussion points and decisions for meetings, on an as-needed basis.

- Project development documents updates: The A/E Project Manager will update the documents prepared under the Project Development Task 2.1.1.2, on an as-needed basis.

**Task 2.10 Deliverables**

- Monthly invoices and progress reports
- Participation in meetings and conference calls, as needed
- Meeting minutes for key meetings
- Updated Project Development Documents, if applicable

**Task 2.11 Watershed Evaluation Peer Review and Final approved deliverables for the Watershed Evaluation**

This subtask includes the Peer Review submittal meetings and preparation of the Final Watershed Evaluation package.

The A/E’s Project Manager and one A/E team member will host an in-person meeting with the CITY, DISTRICT, and peer reviewer to present the contents of the Draft Watershed Evaluation deliverable (prepared under Task 2.1.9) to the peer reviewer. During this meeting, the A/E will provide the peer reviewer with essential Project details such as the methodology utilized for subbasin delineation and connectivity development, the Project’s background and methodology, neighboring watershed issues, etc., to aid in their review.
The CITY, DISTRICT, and peer reviewer will have 30 business days to complete their review and provide all comments pertaining to the draft Watershed Evaluation deliverables. This task has been budgeted and scheduled to allow for the A/E to receive and address one round of comments from the CITY/DISTRICT/peer reviewer.

Upon completion of the review period, the A/E will host an in-person meeting with the CITY, DISTRICT, and peer reviewer to discuss all comments received. The A/E will then have 20 business days, from the date of this meeting, to address all comments.

Once the A/E has addressed all comments, the A/E will host another in-person meeting with the CITY, DISTRICT, and peer reviewer to demonstrate the responses to the comments. After this meeting, the A/E will then make any final edits necessary to the Watershed Evaluation deliverables, and will deliver the Final Watershed Evaluation deliverables to all parties involved. Completion of this task is dependent upon the CITY’s approval that all comments have been addressed satisfactorily.

Task 2.11 Deliverables (concurrent with Task 2.9 deliverables)
- Complete Draft and Final Watershed Evaluation deliverable package
- Draft and Final Watershed Evaluation Report
- Three in-person meetings with CITY, DISTRICT, and peer reviewer

Task 3) Watershed Management Plan

The Watershed Management Plan phase builds upon information generated from the Watershed Evaluation phase so that planning and management decisions can be formulated. The tasks under this phase will reference the CITY’s updated model and GWIS database (refers to the revised existing conditions model and GWIS database developed under the Watershed Evaluation phase) and the CITY’s future conditions model and GWIS database (refers to the CITY’s updated model and GWIS database with certain parameters updated for the future year). The future year for the future conditions model will be determined based on goal setting meeting and climate scenario evaluation as part of Task 1.7. The CITY may ultimately utilize a combination of both models to assist with the management and planning of their utility, with an emphasis on ensuring resilient, future-based solutions.

The Watershed Management Plan phase will include the following tasks:

Task 3.1) Watershed Model Parameterization

Task 3.1.1) Watershed Model Parameterization for the CITY’s Updated Model

Under this task, the A/E shall develop the model-specific parameters for the updated model features developed under the Watershed Evaluation phase. The model parameters to be developed under this task include:
• Starting Water Levels
Where necessary for model refinement, the A/E will update initial stages for updated stormwater management areas and ponds based on best available information such as ERP documents, control feature data, orthophotography, or seasonal high-water levels when control feature data are not applicable. Initial stages in wetland areas may be based on a desktop vegetation/terrain evaluation.

• Channel Cross-Sections and Manning’s Roughness Coefficients
The A/E will establish cross-sections for each new and updated channel section based on the best available data. LiDAR data will be used for channel cross-sections that appear to be dry at the time the LiDAR data was collected. For channels with standing water, bathymetry data from survey shall be used (to be collected under the Watershed Evaluation “Acquisition of Data” task). Manning’s roughness coefficients for each updated channel section will be estimated based on field reconnaissance/survey or desktop evaluations.

• Subbasin Stage-Storage
The A/E will develop updated stage-storage relationships for each subbasin. This process will be conducted using GIS ArcHydro tools in conjunction with the LiDAR data, to reduce hand calculations and improve accuracy.

Channel storage exclusion polygons will be digitized in GIS for each modeled channel within the model. The polygon extents will be drawn based on the channel’s length and width. The area within these polygons will be removed from the subbasin’s available stage/storage calculations.

• Overflow weirs
Overflow weirs will be globally regenerated, as needed, for the watershed, based on the LiDAR data. Generally, any overland weir features present within the CITY’s existing models will be removed and replaced with these new overland weir features. The A/E will establish the locations and parameterization of overflow and overbank weirs and further establish the ground cover type for each updated subbasin. A table of suggested weir coefficients will be established based on the weir type and the ground cover type. This table will be submitted to the CITY for approval before finalizing the parameterization task.

• Percent Impervious
The A/E will utilize the impervious areas GIS layer, collected from the CITY under Task 2.1.1, to update the percent-impervious parameter. This parameter will be adjusted on a subbasin level. Under this task, it is anticipated that the A/E will need to edit this data for Project-specific purposes (for example, the A/E may need to add roadways, airports, etc. into the layer).
• Rainfall runoff generation
  The A/E anticipates that the CITY will have information collected from multiple rain gages to serve as the primary source of rainfall data for this Project for calibration/verification process. The A/E anticipates utilizing data collected between the rainy season sometime between May 2018 and October 2018 for modeling purposes. The A/E will generate rainfall coverage data in 15-minute increments for two storm events that meet or exceed the magnitude of a mean annual storm event. These storm events will be selected from the collected data between May 2018 and October 2018 and will be agreed-upon by the CITY prior to their use for the model calibration and verification task.

  For design storm events, the Florida modified unit hydrograph and rainfall volumes for DISTRICT rainfall hyetographs will be used.

• Manning’s n values for conduits and weirs
  The A/E will evaluate and adjust Manning’s n values for existing and updated model link features. A table of suggested Manning’s n values will be presented to the CITY for their approval prior to their use.

• Percent slope, and width for overland flow paths
  Time of concentration is not a parameter utilized by the SWMM software. Rather, the A/E will use the LiDAR data to update the percent slope and width of the overland flow paths, on a subbasin level.

• Horton Infiltration Parameters
  The CITY’s existing models utilize the Horton methodology for modeling infiltration. The A/E will update the CITY’s Horton Infiltration parameters as described below:

  o Min and max infiltration rates: The A/E will evaluate and adjust the subbasins’ minimum and maximum infiltration rate values, utilizing the Soils data obtained under Task 2.1.1, in conjunction with the methodology outlined within the SWMM model software.

  o Infiltration volume: The A/E will evaluate and adjust the subbasins’ infiltration volumes, utilizing the Soils and Groundwater data obtained under Task 2.1.1.

• Boundary conditions
  The A/E will update tidal boundary conditions and the boundary conditions between adjacent watersheds to reflect physical model connections. The CITY’s watershed appears to share boundaries with the following Pinellas County watersheds: Roosevelt Creek, Sawgrass Lake, Joe’s Creek, Long Bayou, and Gulfport.
The A/E will develop time/stage boundary nodes within the CITY's model, using available tidal data and data for corresponding stage/area nodes within the neighboring watershed models. The A/E will use the most up-to-date model data for the neighboring watersheds, available upon the commencement of this task, to establish the boundary conditions for the CITY's updated model.

**Task 3.1.2) Transfer data to model specific database**

Data will be transferred to the SWMM5 model specific feature classes in the geodatabase. Some data sets may require processing to correctly populate the geodatabase to GWIS standards. The steps taken are as follows:

- Fully populate all the model specific fields of the geodatabase
- ArcGIS Data Reviewer or similar will be used to check the quality and completeness of the geodatabase prior to delivery
- Quality Assurance/Quality Control (QA/QC) of the overall geodatabase and deliverables for tasks 2.2.1 and 2.2.2

The watershed parameterization data set will be peer reviewed at this time.

**Tasks 3.1.1 & 3.1.2 Deliverables**

- *Draft and Final Technical Memorandum summarizing the methodology established for parameterization*
- *Draft and final GWIS database for CITY's updated model conditions, with parameter fields/tables populated*
- *GIS shapefiles/databases and backup calculations/spreadsheets necessary to review the parameterization development*
- *One in-person meeting to discuss review comments from the CITY/DISTRICT*
- *DISTRICT's standard submittal checklist, summarizing which datasets are being submitted for review*
- *DISTRICT's standard QA/QC document*

**Task 3.1.3) Response and revision of parameterization based on DISTRICT and peer review comments**

A remote login meeting will be held to discuss the comments arising from both the DISTRICT and the peer review consultant on the parameterization deliverables submitted. The A/E will coordinate with the DISTRICT, CITY, and other interested parties and will set up the meeting.
Revisions and refinements will be made as necessary based on reasonable comments that are received from both the peer reviewer and District.

**Task 3.1.3 Deliverables**
- Respond to peer review Comments. The Comment Geodatabase will be updated to contain responses to the comments received.
- Revisions and refinements to the watershed parameters will be made and the GWIS geodatabase updated to reflect same.
- Attend up to 2 web meetings

**Task 3.2) Watershed Model Development and Verification**

**Task 3.2.1) Model Development for the Updated conditions model**

The A/E will compile the updated hydraulic and hydrologic information and develop a surface water model using the SWMM5 modeling software. It is under this subtask that the A/E will create the SWMM5 model, for the updated watershed conditions, through importation of the SWMM5 database.

The CITY and DISTRICT will review the preliminary SWMM5 model input data and provide comments to the A/E. The A/E is responsible for submitting the preliminary model and responding to comments. It should be noted that work beyond submittal of the interim preliminary model review will not take place until CITY and DISTRICT comments for this task are received and agreed upon.

**Task 3.2.1 Deliverables**
- Preliminary SWMM5 model
- Comment Geodatabase
- DISTRICT’s standard QA/QC document
- DISTRICT’s standard submittal checklist

**Task 3.2.2) Model Performance and Verification Analysis on the Updated model**

The A/E will calibrate and verify the SWMM5 model to the rainfall events developed in 3.1.1. If necessary, parameters will be adjusted and the model will be rerun to verify results.

In support of this Task, the A/E anticipates utilizing data collected between between May 2018 and October 2019 for modeling purposes. Two storm events in this time period will be used to conduct calibration and verification analysis of the model. The storm events to be used shall have a duration of at least 10 hours and meet or exceed the magnitude of a mean annual storm event.

**Task 3.2.2 Deliverables**
- Calibration and verification model input/output files
• Calibration and verification stage and flow graphs
• Table of model results versus high water mark data (if available)
• DISTRICT’s standard QA/QC document
• DISTRICT’s standard submittal checklist

Task 3.2.3) Watershed Model Development for the CITY’s Future Conditions Model

Under this task, the A/E shall develop model-specific parameters for a future conditions predictive scenario model. The year to be used for the future conditions predictive scenario model will be determined based on goal setting meeting and climate scenario evaluation as part of Task 1.7. The future conditions predictive scenario model will build upon the CITY’s updated model parameters developed under Task 2.2.1.1. The model parameters to be developed under this task include:

• Starting Water Levels: For the future conditions predictive scenario model, the A/E will adjust initial stages, as needed, for nodes within the anticipated groundwater zone of impacts for the future year to be used (utilizing the groundwater zone of impact layer developed under the CITY’s Wet Weather Overflow Mitigation Program-Phase II).

• Rainfall runoff generation: Rainfall data will be adjusted to reflect the projected data for the future year (rainfall data to be developed under the CITY’s Wet Weather Overflow Mitigation Program-Phase II).

• Horton Infiltration Parameters: The CITY’s existing models utilize the Horton methodology for modeling infiltration. The A/E will adjust the CITY’s Horton Infiltration parameters as described below for the future condition predictive scenario model:

  o Min and max infiltration rates: The A/E will evaluate and adjust the subbasins’ minimum and maximum infiltration rate values, utilizing the soils data obtained under Task 2.1.1, in conjunction with the methodology and suggested ranges outlined within the SWMM model software.

  o Infiltration volume: The A/E will evaluate and adjust the subbasins’ infiltration volumes, utilizing the soils and groundwater data obtained under Task 2.1.1.

• Boundary conditions: Tidal boundary nodes will be adjusted to reflect the projected sea level rise values for the future year (data to be obtained from the Tampa Bay Climate Science Advisory Panel, August 2015). Actual future year and SLR values will be evaluated as part of the climate science review in Task 1 and will be agreed upon by CITY and A/E.

Task 3.2.3 Deliverables
• CITY’s future condition predictive scenario model & GIS files
- *DISTRICT's standard QA/QC document*
- *DISTRICT's standard submittal checklist*

**Task 3.2.4) Floodplain Delineation**

**Task 3.2.4.1) Preliminary floodplain analysis**

The calibrated and verified model will be used to simulate the 1-day, 1-percent annual probability (100yr/1day) rainfall event. Simulation of other rainfall events designated in the rainfall section of the DISTRICT's Guidelines and Specification (G&S) Guidance Document 1 will also be conducted. A rainfall event of longer duration may be used if the model results for the simulation are unreasonable compared to measured data (e.g. high-water marks, measured water levels, results from other studies, actual event modeling with Doppler rainfall data and flood magnitude and frequency estimates at gauged sites). The 3, 5, and 7-day duration rainfall amounts will be used to select the most appropriate multi-day event. The FDOT distributions will be used for the 3 and 7 day durations. The DISTRICT will provide the 5-day distribution.

This information will be compiled and formatted as specified in the DISTRICT’s G&S Guidance Document 1. A/E will coordinate with the DISTRICT and Pinellas County, as needed, to ensure that the new watershed boundaries are agreed upon prior to model development. Boundary conditions to/from adjacent watersheds will be updated to reflect all physical connections. CITY/DISTRICT staff will oversee boundary condition coordination in areas identified by the A/E.

The A/E will develop preliminary floodplains based on the 100-Year/24-hour and 100-year-multi-day design storm events (where necessary). Floodplain transitions will not be provided until the final floodplain delineation is submitted. Work beyond submittal of the floodplain analysis will not take place until CITY and DISTRICT comments for this task are received and agreed upon. The review period for this task has been scheduled as two (2) weeks.

**Task 3.2.4.2) Floodplain analysis justification report**

Written justification of changes in the floodplain (horizontal and vertical extents) from the Federal Emergency Management Agency (FEMA) effective floodplain information and for rainfall durations longer than 24-hours, will be prepared, if applicable. Changes in the floodplains and storm duration may have to be revised as a result of the presentation to CITY/DISTRICT staff mentioned in the deliverables below.

**Task 3.2.4 Deliverables**

- 100yr/24hr and 100yr/multi-day storm event models and results
- Provide justification for use of multi-day storm event (if acceptable)
- Provide Justification Report of changes in floodplains
- Provide Floodplain Delineations with Transition Zones and Flood Depth Grids
• QA/QC Maps (Electronic Only)
• Polygon coverage showing areas where the digital terrain does not reflect the ground conditions
• Floodway analysis (if included)
• Provide geodatabase
• DISTRICT’s standard QA/QC document
• DISTRICT’s standard submittal checklist

Task 3.3) Peer Review

A/E will produce and provide a power point presentation to a group consisting of: the DISTRICT, CITY, community(s) whose corporate limits intersect the watershed boundary(s), the peer reviewer, and interested parties to review the draft deliverables prior to public notification. Prior to each meeting the A/E will submit draft digital deliverables and one hard copy of the QA/QC maps.

The peer review will consist of the following meetings:

Task 3.3.1) Preview of Draft Presentation

Meetings will be in remote login format; i.e., GoToMeeting with CITY/DISTRICT staff. Outstanding issues and items will be addressed and updated for Final Peer Review Presentation if necessary. All comments and responses will be documented in a “Comment Geodatabase”. Each comment will require a reasonable response from the A/E.

Task 3.3.2) Preview of Final Presentation

Meetings will be in remote login format; i.e., GoToMeeting with CITY/DISTRICT staff.

Task 3.3.3) Presentation to Peer Reviewer

A/E will present a PowerPoint presentation in person to a work group consisting of a peer review engineer, the DISTRICT, CITY, community(s) whose corporate limits intersect the watershed boundary(s) and interested parties. The A/E will transmit data set to the peer reviewer.

Task 3.3.4) Peer Review Meetings

Meetings will be held if needed to discuss outstanding issues and items. Meetings will be in remote login format; i.e., GoToMeeting.

Task 3.3.5) Respond to Peer Review comments
Meeting to confirm that all comments have been addressed. The A/E will address all of the work group comments prior to the public meeting and add the responses to the comment geodatabase.

Task 3.3.6) Revised Model and Preliminary Floodplain Results

The A/E will revise the model and preliminary floodplain results based on the comments:

- 100-year
- Verification event

Upon the completion of this task, the A/E will attend one City Council meeting to present the deliverables and project status to the City Council. The A/E shall compile, document, and evaluate City Council’s comments.

Task 3.3.6 Deliverables

- Draft PowerPoint presentation and supporting documentation for presentation to the CITY
- Revised Model & Floodplain Delineation
- Provide Updated Justification Report of changes in floodplains and storm durations greater than 24 hours
- Final PowerPoint presentation to work group
- Attend meetings
- Provide any other revised deliverables for applicable tasks
- Comment geodatabase
- Attendance at one City Council meeting, and preparation of meeting materials and follow-up to City Council, if needed

Task 3.4) Public Meeting, Review and Comment Period

Task 3.4.1) Public Meeting (If Needed)

If approved as an additional service by the City, this task may include preparation and execution of up to two (2) public meetings (1 meeting at 2 venues), as needed.

The A/E will coordinate with the CITY to develop a scope of work and retain a subconsultant to conduct public meeting tasks associated with the Project.

Task 3.4.2) Address Public and Peer Reviewer comments

The A/E will follow-up (phone calls, emails, etc.) with residents based on comment cards submitted, as needed. The A/E will deliver comments and new information received through public information meetings, meetings with selected property owners, work group meetings, the DISTRICT’s ERP Advisory
Group, peer review, and presentations to the DISTRICT’s, CITY’s, and other governing bodies. The comments and new information will be included in a comments geodatabase.

Under this subtask, the A/E will be responsible for compiling interim draft Watershed Management Plan deliverables to be submitted to the peer reviewer, and responding to comments received from the peer reviewer. This task includes one web-meeting to review the comments received from the peer reviewer, and one web-meeting to present the responses to the peer reviewer.

Task 3.4.2 Deliverables
- Two web-meetings with the peer reviewer
- Peer review comment and response database

Task 3.4.3 Revised floodplain

The A/E will revise the geodatabase and model, as appropriate, based on comments and information received from the DISTRICT, CITY, incorporated communities, public, selected property owners, ERP Advisory Group, and peer review. The A/E deliverable will conform to the latest edition of the Digital Flood Insurance Rate Map (DFIRM) contractor’s requirements.

Task 3.4.3 Deliverables
- Revised floodplain analysis, delineation and associated geodatabase

Task 3.4.4) Individual Model for each of the CITY’s 26 Basins

The A/E will develop the individual model for each of the CITY’s 26 basins based on the consolidated & verified updated model. The composite model will be separated at basin divides and boundary links will be added as needed between the basins.

Task 3.4.4 Deliverables
- 26 individual basin model files

Task 3.5) Project management and quality assurance/control

This task includes one meeting and necessary follow-up conference calls or meetings between A/E, DISTRICT, and other consultant(s) performing maintenance of other watersheds to maintain consistency in the methodology. It also includes at least two meetings with the DISTRICT to discuss Watershed Management Plan and final deliverables. A Digital Quality Assurance/Quality Control (QA/QC) review Map Exchange Document (MXD) will be prepared for the watershed. It will include the following layers and information at a minimum: historical and 2007/2008 imagery, terrain information, soils, land use, FEMA, Q3 data or current effective floodplains, review comments and responses, high water mark database information, Soil Survey Geographic Database (SSURGO) information, 2004 potentiometric surface and at
least one cross section showing land surface and the potentiometric surface, sub-basins, junctions, network, abutting watershed boundaries, roads, parcels, and ERPs included in the surface water model. The QA/QC review MXD will be used during the various meetings.

The A/E will be required to certify that QA/QC has been performed on all deliverables and that any outstanding issues have been communicated to the CITY.

Task 3.5 Deliverables:
- Participate in meetings and conference calls as needed
- Provide the digital QA/QC map

This task includes time for Project management and quality assurance/quality control for the “Watershed Management Plan” task. Quality assurance will be conducted by the A/E. Reviews will be documented by GIS shapefile or memorandum with attached graphics, as appropriate. Additionally, all reviews will be recorded in a master QA/QC log spreadsheet.

Task 3.6) Final approved deliverables for the Watershed Management Plan

Final deliverables will include the electronic versions of the updated G&S GWIS geodatabase and tables, modeling files, and the G&S map atlas.

The Watershed Management Plan list of deliverables will be compiled, to generally include the GWIS geodatabase and Watershed Management Plan Document. The final Technical Support Data Notebook (TSDN) will be included with this submittal in digital format. Please note that the TSDN will be submitted two times in digital format, as a draft and a final version.

Task 3.6 Deliverables
- Electronic version of the updated G&S GWIS geodatabase and tables including the final TSDN
- Modeling files
- The G&S map atlas

Task 4.0) Watershed Management Plan Alternatives Analysis

Task 4.1) Level of Service Determination

Task 4.1.1) Meeting to discuss the City’s Level of Service Criteria

The City’s Stormwater Drainage Systems Level of Service (LOS) Criteria, shown in the table below, will be discussed at the meeting to further understand the City’s LOS goals. During this meeting, the City’s other key stakeholders may be participating to understand their LOS goals that can be evaluated during this
analysis. Based on the outcome of the meeting, the LOS criteria may be modified, and will be utilized for further LOS analysis.

<table>
<thead>
<tr>
<th>Level of Service Category</th>
<th>Description</th>
<th>Maximum Allowable Flooding Depth (Desired LOS)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-year/1-hour event</td>
<td>25-year/24-hour event</td>
</tr>
<tr>
<td></td>
<td>Roadway</td>
<td>Building</td>
</tr>
<tr>
<td>O</td>
<td>open channel (rakes, ditches, and ponds)</td>
<td>1.0 ft below top of bank</td>
</tr>
<tr>
<td>C</td>
<td>residential streets</td>
<td>0.75 ft above inlet gutter</td>
</tr>
<tr>
<td>C2</td>
<td>two-lane collector streets</td>
<td>0 ft above inlet gutter</td>
</tr>
<tr>
<td>C3/E</td>
<td>two-lane collector/evacuation routes</td>
<td>0 ft above inlet gutter</td>
</tr>
<tr>
<td>C4</td>
<td>four-lane collector streets</td>
<td>0.25 ft above inlet gutter</td>
</tr>
<tr>
<td>C4/E</td>
<td>four-lane collector/evacuation routes</td>
<td>0.25 ft above inlet gutter</td>
</tr>
<tr>
<td>A3</td>
<td>two-lane arterial streets</td>
<td>0 ft above inlet gutter</td>
</tr>
<tr>
<td>A3/E</td>
<td>two-lane arterial/evacuation routes</td>
<td>0 ft above inlet gutter</td>
</tr>
<tr>
<td>A4</td>
<td>four-lane arterial streets</td>
<td>0.25 ft above inlet gutter</td>
</tr>
<tr>
<td>A4/E</td>
<td>four-lane arterial/evacuation routes</td>
<td>0.25 ft above inlet gutter</td>
</tr>
</tbody>
</table>

Task 4.1.2) Level of Service Analysis

Based on the City’s LOS criteria, the level of service will be evaluated to determine that the existing system is providing for the roadways and buildings. GIS-based roads layer with road classifications to be collected and building footprints and finish floor elevations to be developed under watershed evaluation phase will be used for this analysis.

The verified City’s updated model will be used to simulate 10-year/1-hour, 25-year/24-hour, and 100-year/24-hour design storm events, unless it will be determined different design storm events to be evaluated during Task 3.1.1 meeting. It is anticipated that up to three (3) design storm events will be simulated. Based on the results of the design storm simulations, the flood depths and flood inundation extents will be determined through the watershed. These depths will be used to evaluate for the roadways and buildings to identify areas that have flooding depths greater than the maximum allowable flooding depths (as shown in the table above) as areas of flooding concerns.

Additionally, the future condition model will also be simulated for 10-year/1-hour, 25-year/24-hour, and 100-year/24-hour design storm events. Projected sea level rise for the agreed upon future year will be used as tidal fixed boundary conditions, and projected rainfall totals for each of these storm events will be applied in the future condition models. The results from this model will be analyzed for LOS based on the same criteria as shown in the table above. The roadways and buildings that show flooding depths greater than the maximum allowable flooding depths (as shown in the table above) will be identified as flooding areas of concern for future climate conditions. This will help the City re-evaluating the current LOS criteria to incorporate more resiliency in their approach in developing plans to solve the flooding concerns.

The results of the analysis will be presented to the City. Working in conjunction with the City, the identified flooding areas of concern will be prioritized for further analysis during the Best Management Practices (BMP) Alternative analysis task.
This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

**Task 4.1.2 Deliverables**
- LOS Report
- LOS Geodatabase identifying flooding areas of concern for both existing conditions and future conditions.
- One (1) meeting with the City to discuss the results

**Task 4.2) Surface Water Resources Assessment (water quality only)**

Under this subtask, A/E will perform a GIS-based pollutant loading analysis for sub-basin in the CITY’s updated model. This analysis will estimate total suspended solids (TSS), total nitrogen (TN), and total phosphorus (TP) 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 BMP analysis. The A/E will utilize 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 DISTRICT, FDEP, the CITY, and Pinellas County.

The A/E will meet with the City to discuss the results of the analysis. Working in conjunction with the CITY, the water quality areas of concern will be prioritized for further analysis during BMP Alternative analysis task.

This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

**Task 4.2 Deliverables**
- Surface Water Resource Assessment Report
- GIS files associated with the pollutant-loading analysis
- One (1) meeting with the City to discuss the results

**Task 4.3) Best Management Practices (BMP) Alternatives Analysis**

The flooding areas of concern, and water quality areas of concerns that are identified during the LOS analysis and surface water resource assessment, will be prioritized in conjunction with the City.

**Task 4.3.1) Identify Proposed Improvement areas for Implementing Best Management Practices**
The A/E will meet with the City to prioritize and select the areas of concerns that will move forward for alternative analysis based on the results of LOS analysis and surface water resource assessment, along with the City’s institutional knowledge of flooding concern areas.

Under this subtask, the A/E and the City shall identify up to three (3) proposed improvement areas in each of the City’s 26 basins. If some basins do not have three (3) proposed improvement areas identified, the other basins may have more than three (3) proposed improvement areas. However, the total number of proposed improvement areas to be identified will be limited to seventy-eight (78) between all 26 basins. For each proposed improvement area, A/E will develop up to two (2) alternative solutions for each of the chosen improvement areas. 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.

**Task 4.3.1 Deliverables:**
- One (1) meeting to prioritize and select proposed improvement areas

**Task 4.3.2] BMP Alternative Analysis**

The proposed improvement areas identified in Task 4.3.1 will be evaluated under this task. Depending on vulnerability of the area of concern to the future sea level rise and/or climate conditions, the proposed improvements will be either evaluated using the City’s updated model or future conditions model.

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 4.2. This removal analysis may be beneficial for future co-funding purposes.

The A/E will take minimum design criteria and land development code (if available) into consideration while developing the proposed alternatives.

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 bids and 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 by the CITY.

Cost benefit analysis will be conducted for all the alternatives proposed. The DISTRICT cost-benefit analysis approach will be used for this analysis. This approach will identify the benefits in relation to the reduction in flooding on the roads and number of structures were taken out of the flooding from the proposed BMP alternative. Based on the cost-benefit analysis, the proposed alternatives will be ranked under Task 4.3.3.
To help with scoping and scheduling of the Project, this task is sub-dividing into 5 tasks by grouping the basins to conduct the BMP analysis. Each sub-task will have the similar scope as described above.

Task 4.3.2.1) BMP Alternative Analysis for Basins T, P, O, N, and Y

The BMP analysis as described in task 4.3.2 will be conducted in basins T, P, O, N, and Y.

The task also included one (1) meeting with the City to discuss proposed BMP alternatives and finalize the recommendations.

This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

Task 4.3.2.1 Deliverables:

- BMP alternative analysis report summarizing each alternative identified
- Conceptual figures in GIS (plan view only) for each alternative identified
- PEOPCC for each alternative identified
- Cost benefit analysis
- One (1) meeting to discuss BMP alternatives and to finalize the recommendations

Task 4.3.2.2) BMP Alternative Analysis for Basins M, L, K, J, and X

The BMP analysis as described in task 4.3.2 will be conducted in basins M, L, K, J, and X.

The task also included one (1) meeting with the City to discuss proposed BMP alternatives and finalize the recommendations.

This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

Task 4.3.2.2 Deliverables:

- BMP alternative analysis report summarizing each alternative identified
- Conceptual figures in GIS (plan view only) for each alternative identified
- PEOPCC for each alternative identified
- Cost benefit analysis
- One (1) meeting to discuss BMP alternatives and to finalize the recommendations

Task 4.3.2.3) BMP Alternative Analysis for Basins A, B, C, W, Q and V
The BMP analysis as described in task 4.3.2 will be conducted in basins A, B, C, W, Q, and V.

The task also included one (1) meeting with the City to discuss proposed BMP alternatives and finalize the recommendations.

This task has been scheduled to allow the CITY 10 business days to review the draft deliverable and provide comments to the A/E. The A/E then has 5 business days to address these changes and deliver the final deliverable.

Task 4.3.2.3 Deliverables:
- BMP alternative analysis report summarizing each alternative identified
- Conceptual figures in GIS (plan view only) for each alternative identified
- PEOPCC for each alternative identified
- Cost benefit analysis
- One (1) meeting to discuss BMP alternatives and to finalize the recommendations

Task 4.3.2.4) BMP Alternative Analysis for Basins U, D, E, Z, and F

The BMP analysis as described in task 4.3.2.1 will be conducted in basins U, D, E, Z, and F.

The task also included one (1) meeting with the City to discuss proposed BMP alternatives and finalize the recommendations.

This task has been scheduled to allow the CITY 10 business days to review the draft deliverable and provide comments to the A/E. The A/E then has 5 business days to address these changes and deliver the final deliverable.

Task 4.3.2.4 Deliverables:
- BMP alternative analysis report summarizing each alternative identified
- Conceptual figures in GIS (plan view only) for each alternative identified
- PEOPCC for each alternative identified
- Cost benefit analysis
- One (1) meeting to discuss BMP alternatives and to finalize the recommendations

Task 4.3.2.5) BMP Alternative Analysis for Basins I, H, R, G, and S

The BMP analysis as described in task 4.3.2 will be conducted in basins I, H, R, G, and S.

The task also included one (1) meeting with the City to discuss proposed BMP alternatives and finalize the recommendations.
This task has been scheduled to allow the CITY ten (10) business days to review the draft deliverable and provide comments to the A/E. The A/E then has five (5) business days to address these changes and deliver the final deliverable.

Task 4.3.2.5 Deliverables:

- BMP alternative analysis report summarizing each alternative identified
- Conceptual figures in GIS (plan view only) for each alternative identified
- PEO CCC for each alternative identified
- Cost benefit analysis
- One (1) meeting to discuss BMP alternatives and to finalize the recommendations

Task 4.3.3) BMP Alternatives Analysis Ranking

The A/E will rank the BMPs evaluated in Task 4.3.2 based on the cost-benefit analysis conducted under Task 4.3.2.

This task includes up to two (2) remote login meetings with the CITY and DISTRICT staff to discuss proposed BMP alternatives. The meetings are to address the prioritization of the final BMPs (up to 78).

Task 4.3.3 Deliverables

- Table Ranked BMPs per CITY Scoring methodology

Task 4.3.4) BMP Alternatives Analysis Report

The A/E will develop a report describing the recommended alternatives and estimated costs conducted under Task 4.3.2. The report will include figures showing improvement locations within the Project area. Conceptual level plan view sketches will be provided for recommended alternatives. Conceptual sketches will include information necessary to demonstrate no adverse off-site impacts.

Applicable information required for the DISTRICT’s Cooperative Funding Initiative will be provided in the report. This includes a benefit cost analysis; number and location of structures and/or roadway being removed from the floodplain by design storm event; estimated amounts of pollutant constituents to be removed and cost per unit of removal.

This task includes up to one (1) meeting with the CITY and DISTRICT staff to discuss proposed BMP alternatives.

Task 4.3.4 Deliverables

- Electronic copy of the draft BMP Alternatives Analysis Report

Task 4.3.5) Public Meeting to BMP Alternative Analysis (If Needed)
If approved as an additional service by the City, the A/E and the CITY will work together to conduct a public meeting to present the findings of the BMP Alternative analysis and recommended BMPs from the analysis.

The A/E will prepare the subconsultant scope of services for the CITY’s review and approval, and then engage the subconsultant in accordance with the requirements set forth in the Agreement.

Task 4.4) Project Management and Quality Assurance/Control

This task includes conference calls and/or meetings between A/E, CITY, and DISTRICT to discuss submittal and final deliverables. The A/E’s quality assurance/control is also included in this task.

Task 4.4 Deliverables:
- Participate in up to two (2) Project-specific remote login meetings and conference calls as needed.

Task 4.5) Final Approved Deliverables for the BMP Alternatives Analysis

Final deliverables will include the electronic versions of the BMP geodatabase, modeling files, mxd, and final report (1 electronic and 3 hard copies).

The A/E will certify that quality assurance/quality control has been performed on all deliverables.

Upon the completion of this task, the A/E will attend one City Council meeting to present the final Project deliverables and project status to the City Council. The A/E shall compile, document, and evaluate City Council’s comments.

Task 4.5 Deliverables
- Final Approved deliverables for the BMP Alternatives Analysis
- Attendance at one City Council meeting, and preparation of meeting materials and follow-up to City Council, if needed

Task 5.0) Additional Services

This is a contingent task established in the event that additional services are needed and warranted. The anticipated services to be authorized under this task are:

- Task 2.1.3 Geotechnical Services
- Task 2.4 Public Notification
- Task 2.6.2 Survey
- Task 3.4.1 Public Meeting
- Task 4.3.5 Public Meeting to BMP Alternative Analysis
- Additional Miscellaneous Services
Commencement of any of the above additional services is contingent upon written authorization by the City.
## Phase I - Basin C Hydraulic & Hydrologic Analysis

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Data Collection and Assembly</td>
<td>October-17</td>
</tr>
<tr>
<td>2 Field Reconnaissance</td>
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<tr>
<td>3 Basin C Existing Model Evaluation/Development</td>
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<td>6 Basin C Model Updates</td>
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<td>7 Critical Storm Analysis</td>
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<tr>
<td>8 Climate Resiliency Scenarios</td>
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</tr>
<tr>
<td>9 Water Quality Analysis</td>
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<tr>
<td>10 BMP Analysis</td>
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<td>11 Meetings</td>
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<td>12 Project Management</td>
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<td>15 Additional Services</td>
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## Phase II - Stormwater Management Master Plan Update

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<td>2.0 Watershed Evaluation</td>
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<td>2.2 Initial GIS Processing</td>
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<td>2.3 Evaluation of GIS and topographic data for issues and voids</td>
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<td>2.4 Public Notification of watershed work</td>
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<td>2.5 Pre field reconnaissance evaluation</td>
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<td>2.6 Acquisition of data</td>
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<td>2.7 Data Refinement and Development</td>
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<tr>
<td>2.8 Geodatabase of model features and Watershed Evaluation Report</td>
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<td>2.9.1 Surface Water Resource Assessment Analysis and Approach</td>
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<td>2.9.2 Crescent Lake Preliminary Management Plan</td>
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<td>2.10 Project Management and QA/QC Control</td>
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<td>2.11 Watershed Evaluation Peer Review and Final approved deliverables for the Watershed Ev</td>
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*Completion date is projected based on the assumed start date of March 1, 2018. These dates are subject to change per the actual Notice to Proceed date.
### Phase I - Basin I Hydrologic & Hydraulic Analysis

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### Phase II - Stormwater Management Master Plan Update

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### Total - Phase I & Phase II

- **$2,191,656.89**
# II. Fee Calculation

## Phase I - Basin C Hydrologic & Hydraulic Analysis

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*Subconsultant Fees:
- Land and Water Engineering Science, Inc. $111,761.04
- Survey Services (If Necessary): $8,000

## Phase II - Stormwater Management Master Plan Update

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<tr>
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*Subconsultant Fees:
- Land and Water Engineering Science, Inc. $593,573.83
- Instrument Specialist, Inc. $55,000

Total - Phase I & Phase II: $2,191,656.89 $762,484.73 $38,124.24 $2,992,265.86
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to sell the surplus, unimproved City-owned parcel located at approximately 2136 - 9th Avenue South, St. Petersburg, to Christopher Kenrick for $10,000; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate and Property Management Department received an offer from Christopher Kenrick ("Buyer") to purchase the surplus, unimproved City-owned parcel located at approximately 2136 - 9th Avenue South, St. Petersburg ("Property"). The Buyer intends to construct a new single-family residence on the lot.

The Property was originally acquired as two separate unbrowsable lots by Escheat from Pinellas County in 2015. The lots were combined to create one (1) buildable lot. The Property is unimproved with lot dimensions of 70 ft. x 88 ft. and is zoned NSM-1 (Neighborhood Suburban Multi-Family). The Property was declared surplus real estate after appropriate City Departments were queried.

The Property is legally described as follows:

West 70 Feet of Lots 8 and 9, J.G. WASHINGTON'S SUBDIVISION
Parcel I.D No.: 25/31/16/94968/000/0081
Approximate Street Address: 2136 - 9th Avenue South

On December 6, 2017, the Property was appraised by Scott Seaman, McCormick Seaman and Terrana, and has an estimated market value of $10,000. The contract price is $10,000, with the Buyer paying all closing costs. According to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to sell the surplus, unimproved City-owned parcel located at approximately 2136 - 9th Avenue South, St. Petersburg, to Christopher Kenrick for $10,000; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Appraisal and Resolution

APPROVALS:

Administration: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency w/attached legal documents)

00357487.doc v1
ILLUSTRATION

2136 – 9th Avenue South
LANP APPRAISAL REPORT

Property Address: 2136 9th Ave S
City: St. Petersburg
County: PINellas
State: FL
Zip Code: 33710

Property Description: Single Family Residential

Market Value: $305,325

Corrected Value: $300,000

Report Date: 02/21/2018

The SUBJECT IS LOCATED ON THE CITY OF UNION STREET S. & 9TH AVE. S., IN ST. PETERSBURG, FL. THIS IS AN AREA OF SINGLE FAMILY PROPERTIES IN THE LOWER TO MODERATE VALUE RANGE. GENERAL MAINTENANCE IN THE AREA APPEARS TO BE AVERAGE AND ALL SUPPORTING FACILITIES ARE IN 2 MILE RADIUS.

The undersigned has noted three recent sales of properties more similar and proximate to subject and has considered them in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant nature between the subject and comparable properties. If a significant item in the comparable property is superior or more favorable than the subject property, a minus (-) adjustment is made. If the item is inferior or less favorable than the subject property, a plus (+) adjustment is made. The dollar adjustment is made the same to the indicated value of subject.

No adverse items were noted. Overall, size, utility, and access are average for the area. Flood panel 12183202189 indicates Zone X flood zone dated 8-3-00.

The report includes a comparative market analysis (CMAR) of similar properties in the area.

The appraisal is based on the above sales and computed by the following formula:

Value = 3,080 SF x $3,25 PSF + $15,000

A review of the market data and condition of the subject property indicates the value of the subject to be $300,000.

Review Appraiser: M. Commick, Seanan, Terra

Form LID: "TOTAL" appraisal software by a to a toe, Inc. - 1-800-ALAMO
APPRAISAL AND REPORT IDENTIFICATION

This Report is [ ] Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
[ ] Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 12 MONTHS

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

APPRAISER:

Signature: [signature]
Name: STATE CERTIFIED GENERAL APPRAISER
State Certification #: CERT GEN RE 1756
or State License #: 
State: FL, Expiration Date of Certification or License: 11/30/2018
Date of Signature and Report: DECEMBER 7, 2017
Effective Date of Appraisal: DECEMBER 6, 2017
Inspection of Subject: [ ] None [ ] Interior and Exterior [ ] Exterior Only
Date of Inspection (if applicable): N/A

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: [signature]
Name: 
State Certification #: 
or State License #: 
State: Expiration Date of Certification or License: 
Date of Signature: 
Inspection of Subject: [ ] None [ ] Interior and Exterior [ ] Exterior Only
Date of Inspection (if applicable): 

Form IDIE LT - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE

CM 180201 - 2 RE City to Kenrick 2136 - 9th Ave S 00357487

5
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL THE SURPLUS, UNIMPROVED CITY-OWNED PARCEL LOCATED AT APPROXIMATELY 2136 – 9TH AVENUE SOUTH, ST. PETERSBURG, TO CHRISTOPHER KENRICK FOR $10,000; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Real Estate and Property Management Department received an offer from Christopher Kenrick ("Buyer") to purchase the surplus, unimproved City-owned parcel located at approximately 2136 – 9th Avenue South, St. Petersburg ("Property"); and

WHEREAS, the Property was acquired as two (2) separate abutting unbuildable lots by Escheat from Pinellas County in 2015, which were combined to create one (1) buildable lot with dimensions of 70 ft. x 88 ft.; and

WHEREAS, the Property was declared surplus real estate after appropriate City Departments were queried; and

WHEREAS, the Property is legally described as follows:

West 70 Feet of Lots 8 and 9, J.C. WASHINGTON'S SUBDIVISION
Parcel I.D No.: 25/31/16/94968/000/0081
Approximate Street Address: 2136 – 9th Avenue South; and

WHEREAS, on December 6, 2017, the Property was appraised by Scott Seaman, McCormick Seaman and Terrana, and has an estimated market value of $10,000; and

WHEREAS, the contract price is $10,000, with the Buyer paying all closing costs; and

WHEREAS, the Buyer intends to construct a new single-family residence on the lot; and

WHEREAS, according to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to sell the surplus, unimproved City-owned parcel located at approximately 2136 – 9th Avenue South, St. Petersburg, as legally described above, to Christopher Kenrick for $10,000; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
To: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

Subject: Confirming the Appointment of Dr. Kanika Tomalin as City Administrator

Explanation: The St. Petersburg City Charter, Section 3.11 requires City Council confirmation of the Mayor’s appointment of the City Administrator. This action will appoint Dr. Tomalin as City Administrator upon Gary Cornwell’s retirement effective COB February 9, 2018. In addition to her duties as City Administrator, Dr. Tomalin will continue her role as the City’s Deputy Mayor.

Cost/Funding/Assessment Information: Funds are appropriated in the Mayor’s Office budget (0001-020-1005).

Recommendation: Administration recommends confirmation of Dr. Kanika Tomalin as City Administrator.

Attachments: Resolution
Memo from Mayor Kriseman

Approvals:

Administration

Budget
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA
CONFIRMING THE APPOINTMENT BY THE MAYOR OF DR. KANIKA TOMALIN AS CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.11 of the City Charter, the Mayor has appointed Dr. Kanika Tomalin as City Administrator; and

WHEREAS, pursuant to Section 3.11 of the City Charter, the Mayor’s appointment of City Administrator is subject to City Council confirmation; and

WHEREAS, Dr. Tomalin shall continue her role as Deputy Mayor in addition to serving as City Administrator.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that, pursuant to Section 3.11 of the City Charter, the appointment by the Mayor of Dr. Kanika Tomalin as City Administrator is hereby confirmed.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
MEMORANDUM
City of St. Petersburg

To: Hon. Lisa Wheeler-Bowman, Chair, and Members of City Council

From: Mayor Rick Kriseman

Date: January 17, 2018

Subject: Confirmation of City Administrator Appointment

I respectfully request that City Council confirm the appointment of Dr. Kanika Tomalin as City Administrator effective February 9, 2018.

A copy of Dr. Tomalin’s resume is attached.
EDUCATION

Doctorate of Law & Policy, 2011
Dissertation: The Impact of National Health Reform on Philanthropic, Community and Political Support for Florida’s Not-for-Profit Hospitals
Northeastern University, Boston, MA

MBA, Specialization in Management & Leadership, 2001
University of Miami, Coral Gables, FL – Honors Distinction

B.S., Broadcast Journalism, Spanish: Minor, 1997
Florida A&M University, Tallahassee, FL - Magna Cum Laude

EXPERTISE

Deputy Mayor
City of St. Petersburg, St. Petersburg, FL

1/14 – Present

As the Deputy Mayor of Florida’s fifth largest city, I work in partnership with Mayor Rick Kriseman to strategically advance the city toward its vision. As the City’s chief strategist, my citywide purview includes executive oversight of: operations and capital budget preparation; strategic planning; policy development and more.

VP, Ext Affairs, Bayfront Health Network/Dir of Strategy, FL Group
Health Management Associates, Naples, FL

4/13 – 1/14

Regional leader in the nation’s third-largest investor-owned health system, with responsibility for brand development, marketing and all other external affairs for the seven-hospital Bayfront Health network. Simultaneously served as Director of Strategy for the Florida Group, responsible for Strategic Planning & Visioning for 23 hospitals located throughout the state. Joined Health Management upon acquisition of Bayfront Health System, served there until accepting principal appointment in St. Pete’s Office of the Mayor.
Vice President, Strategic Planning & Public Affairs  
Bayfront Health System, St. Petersburg, FL  
1/11 – 4/13

C-Level leadership that included oversight of all strategy, communications and external-facing functions, including: system-wide responsibility for Strategic Planning & Visioning; Marketing; Crisis Communications & Media; Government Relations; System Governance; Business Development; External & Internal Communications; Community Connections; Physician Relations; Campus Experience and more.

Executive Director of Strategic Planning & Public Affairs  
Bayfront Health System, St. Petersburg, FL  
8/10 – 1/11

Assumed system-level Sr. Leadership: Family Health Center; residency program; Bayflite; Convenient Care Clinic, etc. Responsible for Marketing; Corporate Communications; Media Relations; Strategic Planning; Government Relations; Crisis Communications and more.

Director of Corporate Communications  
Bayfront Medical Center, St. Petersburg, FL  
5/06 – 8/10

Directed communications for 480-bed acute-care hospital, including: Marketing; Media Relations; Government Relations; Business Development; while also serving as a liaison between administration, medical staff & community.

Public Affairs Manager/Spokesperson  
Bayfront Medical Center St. Petersburg, FL  
8/04 – 5/06

Managed hospital’s media; internal & crisis communications; government & community relations.

Public Affairs Officer/Spokesperson  
Bayfront Medical Center St. Petersburg, FL  
5/03 - 8/04

Executed hospital’s media, government and community relations, fielded media inquiries, facilitated positive media stories and managed crisis communications.
Annual Giving Specialist 10/00 - 5/03  
Bayfront Health Foundation, St. Petersburg, FL

Managed hospital’s fundraising events; annual giving campaign. Responsible for quarterly newsletter, direct mail appeals, collateral pieces.

FREELANCE EXPERIENCE:

VISIT FLORIDA Shopping, Arts & Entertainment Insider: International online, print & broadcast influencer for Florida’s tourism industry. In addition to TV & video appearances; wrote articles for print, web, blog. 2008-09

American Powerboat Association Director of Communications: pre-race and on-site media and communications management 2001-03

Take A Kid Boating Foundation Policy & Communications Consultant: Legislative & communications consultant 2005-07

OTHER RELATED EXPERIENCE:

Marketing Specialist, St. Petersburg Times, 1997-1999  
Reporting/Writing Fellow, WAVE-TV, NBC affiliate, 4/97-12/97  
Reporting Intern, WTXL-TV, ABC affiliate, 8/95-4/97  
Palm Beach Post Features/Editorial Intern, 5/96-8/96  
Intern; Seasonal Reporter, St. Petersburg Times, 5/93-12/96

AFFILIATIONS, AWARDS & ACCOMPLISHMENTS

P.A.R.C. People of Purpose Award, 2017

St. Pete Good Burger Award, 2017

St. Petersburg Chamber of Commerce Board of Governors, 2014 - Present

American Heart Association Tampa Bay Metro Board, 2015 - 2017

St. Petersburg Chamber of Commerce Business Woman of the Year, 2015

Business Observer 40 Under 40 (Five Counties), 2015

YWCA of Tampa Bay Woman of Distinction, 2014
Glass Ceiling Award, Florida Women's Conference, 2013
One of Florida's Most Powerful & Influential Women, Natl. Diversity Council, 2012
St. Pete Chamber of Commerce's Inaugural "Iconic Woman to Watch", 2012
Academy Prep “Five Fabulous Females” for significant service, 2012
*Tampa Bay Business Journal* Young Business Woman of the Year Finalist, 2012
American Heart Association Go Red for Women Exec. Cabinet, 2012-2013
American Stage Professional Theater Board of Directors, 2013 - 2014
St. Petersburg College Institute for Strategic Policy Solutions, V. Chair, 2011- 2014
St. Petersburg Chamber Public Policy Council Trauma Taskforce Co-Chair, May 2012-2014
Morean Arts Center, Board of Trustees, 2009-2012
Pinellas County Urban League, Board of Directors – Dec. 2007-2014
Girl Scouts of West Central Florida, Board of Directors, 2007- 2008
Canterbury School of Florida, Board of Trustees, 2008-2012
St. Petersburg Chamber Young Professional Business Leader of the Year, 2008
Florida Society of Public Relations and Marketing, Board of Directors, 2003-2010
Nine Florida Society of Health Care Public Relations & Marketing Mark of Excellence Awards
St. Petersburg Chamber of Commerce South Central Council, Co-Chair, 2003-2004
Public Relations Society of America, 2003-2014
Association of Healthcare Philanthropists Fellow (Univ. of Wisconsin at Madison): 2001
YWCA of Tampa Bay, Board of Directors, 2001-2006
Kaiser Family Foundation Urban Public Health Reporting Fellow (Studies at Harvard & Georgetown Universities; practicum at WCTV-Tampa), 1997
Poynter Institute of Media Studies Scholar, 1993-97
ST. PETERSBURG CITY COUNCIL

Meeting of February 1, 2018

TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: City File LDR-2017-09: City-initiated application amending the St. Petersburg City Code, Chapter 12 and Chapter 16, Land Development Regulations ("LDRs"), relating to airport zoning.

REQUEST: First reading of the attached ordinance amending the City Code to maintain consistency with changes to state legislation regulating airport zoning - Section 333, Florida Statutes ("FS").

RECOMMENDATION:

Administration:
The Administration recommends APPROVAL.

Development Review Commission ("DRC"):
On December 6, 2017 the DRC reviewed the attached ordinance and unanimously voted to make a finding of consistency with the City's Comprehensive Plan.

Citizen Input:
As of this writing, no comments have been received.

Recommended City Council Action:
1. CONDUCT the first reading of the proposed ordinance; and
2. SET the second reading and adoption public hearing for February 15, 2018.

Attachments: Ordinance
DRC Staff Report
Housing Affordability Impact Statement
ORDINANCE

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 12 OF THE CITY CODE REGULATING FEES; AMENDING SECTION 16.30.010 OF THE CITY CODE REGULATING AIRPORT ZONING; AMENDING ARTICLE 16.70 REGULATING THE PROCESS FOR AN AIRPORT OBSTRUCTION PERMIT; AMENDING SECTION 16.80.020.1 ESTABLISHING THE DEVELOPMENT REVIEW COMMISSION AS THE AIRPORT ZONING COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 333, Florida Statutes ("FS") requires that every Political Subdivision having an airport hazard area within its territorial limits must adopt, administer, and enforce airport zoning regulations; and

WHEREAS, the airport hazard area is defined as any area of land or water upon which an obstruction to air navigation and related communication facilities might be established; and

WHEREAS, in the City of St. Petersburg, an airport hazard area exists for and around the Albert Whitted Airport, located at 107 8th Avenue Southeast; and

WHEREAS, effective July 1, 2016, the Florida Legislature amended Chapter 333, FS, thereby requiring the revision of existing airport zoning regulations of almost all Political Subdivisions, including the City of St. Petersburg; and

WHEREAS, the following amendments are proposed to maintain consistency with Chapter 333, FS.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Chapter 12, Section 12-6(8) of the St. Petersburg City Code is hereby amended by adding a new fee for "Airport obstruction permit," in the appropriate alphabetical order, immediately following the entry for "Adult use permit" and preceding the entry for "Alcoholic beverage establishments," to read as follows:

Airport obstruction permit ..... 300.00

Section 2. Section 16.30.010 of the St. Petersburg City Code is hereby amended to read as follows:

SECTION 16.30.010. - ALBERT WHITTED AIRPORT OVERLAY [8]

16.30.010.1. Purpose.

The purpose of the airport regulations adopted under this section is to provide both airspace protection and land uses compatible with airport operations in order to promote the public interest in safety, health, and general welfare.
16.30.010.42. - Applicability.

The owner of any proposed construction or alteration of a structure more than 200 feet in height above the ground level at its site, or any proposed construction or alteration which exceeds a slope of 100:1 extending outward and upward for a horizontal distance of 20,000 feet from the nearest point of each runway from the Albert Whitted Airport shall comply with the provision of 14 CFR part 77, subpart B, by filing a notice of construction or alteration with the Federal Aviation Administration. Prior to the issuance of any building permit or consideration of any request for a variance to this chapter the applicant shall submit documentation showing compliance with the federal requirement for notification of proposed construction and a valid aeronautical evaluation.

16.30.010.43. - Definitions.

For the purposes of this section, the following words shall have the following meanings:

Aeronautical study means a Federal Aviation Administration study, conducted in accordance with the standards of 14 C.F.R. part 77, subpart C, and Federal Aviation Administration policy and guidance, on the effect of proposed construction or alteration upon the operation of air navigation facilities and the safe and efficient use of navigable airspace.

Airport. See Matrix: Use Permissions and Parking Requirements.

Airport elevation means the established elevation of the highest point on the usable landing area in feet above mean sea level (AMSL).

Airport hazard means any structure, tree, or use of land that would exceed the federal obstruction standards contained in 14 CFR 77.21 (scope), 77.23 (standards for determining obstructions) and 77.25 (civil airport imaginary surfaces), and which obstructs the airspace required for the flight of aircraft in taking-off, maneuvering or landing at the airport, or is otherwise hazardous to such take-off maneuvering or landing-an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

Airport hazard area means any area of land or water upon which an airport hazard might be established.

Airport reference point means the point established as the approximate geographic center of the airport landing area and so designated.

Education facility means any structure, land, or use that includes a public or private kindergarten through 12th grade school, charter school, magnet school, college campus, or university campus. The term does not include space used for educational purposes within a multi-tenant building.

Height means, for the purpose of determining height limits in this section, measured from the mean sea level elevation datum, unless otherwise specified.

Landfill means any solid waste land disposal area for which a permit, other than a general permit, is required by Florida Statutes 403.707 and which receives solid waste for disposal in or upon land. The term does not include a land-spreading site, an injection well, a surface impoundment, or a facility for the disposal of construction and demolition debris.

Minimum decent altitude (MDA) means the lowest AMSL altitude to which descent is authorized on final approach or during circling-to-land maneuvering in execution of a standard instrument approach procedure (SIAP) where electronic glide slope is not provided.

Minimum en route altitude (MEA) means the lowest published altitude between radio fixes that ensures acceptable navigational signal coverage and meets obstruction clearance requirements between those fixes.
Minimum obstruction clearance altitude (MOCA) means the lowest published altitude between radio fixes on federal VOR airways, off-airway routes or route segments that meets obstruction clearance requirements for the entire route segment and ensures acceptable navigational signal coverage only within 22 miles of a VOR.

Minimum vectoring altitude (MVA) means the lowest AMSL altitude at which aircraft operating on instrument flight rules (IFR) will be vectored by a radar controller, except when otherwise authorized for radar approaches, departures or missed approaches.

Obstruction means any existing or proposed manmade object, terrain, or structure or object of natural growth or terrain construction or alteration that violates exceeds the federal obstruction standards contained in 14 CFR 77.21, 77.23 and 77.25 part 77, subpart C. The term includes:

- Any object of natural growth or terrain;
- Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
- Alteration of any permanent or temporary existing structure by a change in the structure’s height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Runway means the paved surface of an airport landing strip.

Structure means any object constructed, erected, altered, or installed, including, but not limited to, buildings, towers, smokestacks, utility poles, power generation equipment, and overhead transmission lines.

Substantial modification means any repair, reconstruction, rehabilitation, or improvement of a structure when the actual cost of the repair, reconstruction, rehabilitation, or improvement of the structure equals or exceeds 50 percent of the market value of the structure.

16.30.010.34. - Airport zones.

There are hereby created and established certain zones which include all of the land and waters lying within the approach zones, transition zones, horizontal zone and conical zone. Such area and zones are shown on the Albert Whitted Airport Zoning Map which is incorporated by reference herein as part of this article and is on file in the office of the City Clerk. The various zones are hereby established and defined as follows:

A. Primary zone. An area longitudinally centered on each runway, extending 200 feet beyond each end of that runway with a width of 500 feet on Runway 18-36 and Runway 7-25.

B. Approach zone. An area longitudinally centered on the extended runway centerline, extending outward from the end of the primary zone. The inner edge of the approach zone is the same width as the primary zone extending thereafter to a width of 2,000 feet for Runway 18-36 and Runway 7-25 at a distance of 5,000 feet from the edge of the primary zone.

C. Transition zone. An area extending outward from the sides of each primary zone and approach zone which connects them to the horizontal zone.

D. Horizontal zone. An area around the airport with an outer boundary the perimeter of which is constructed by swinging arcs of a radii of 5,000 feet from the center of each end of the primary zone of each runway and connecting the adjacent arcs by lines tangent to those arcs.

E. Conical zone. A conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward a distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.
16.30.010. - Height limitations.

Except as otherwise provided in this section, no structure or tree obstruction shall be erected, altered, allowed to grow or maintained in excess of the height limit herein established. The height limitations for each of the airport zones are:

1. **Approach zone.** One foot in height for each 20 feet in horizontal distance from the end of the primary zone.

2. **Transition zone.** One foot in height for each seven feet in horizontal distance from the adjoining boundary of the primary or approach zone with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone.

3. **Horizontal zone.** 150 feet above the airport elevation of a height of 5.8 feet above mean sea level.

4. **Conical zone.** One foot in height for each 20 feet of horizontal distance from the periphery of the horizontal zone extending to a height of 350 feet above the airport elevation.

5. **Other restrictions.** In addition to the height limitations imposed in section, no structure or obstruction will be permitted within the City that would cause an MDA, MOCA, MVA or a decision height to be raised or which would impose either the establishment of restrictive minimum climb gradients or nonstandard takeoff minimums, as determined by the Federal Aviation Administration in response to the filing of a notice of construction or alteration.

6. **More than one height limitation.** Where an area is covered by more than one height limitation, the more restrictive limitation prevails.

7. **Not prohibitive.** Nothing in this section shall be construed as prohibiting the growth, construction or maintenance of any tree or structure below these height limitations.

16.30.010.56. - Use restrictions.

Airport land use compatibility regulations govern the use of land on, adjacent to, or in the immediate vicinity of airports:

A. Notwithstanding any other provisions of this section, no use may be made of land or water within any zone established by this section in such manner as to create electrical interference with radio communication between the airport and aircraft, make it difficult for flyers to distinguish between airport lights and others, result in glare in the eyes of flyers using the airport, impair visibility in the vicinity of the airport or otherwise endanger the landing, taking off or maneuvering of aircraft.

B. New landfills shall be prohibited and existing landfills shall be restricted within the following areas:

1. Within 10,000 feet from the nearest point of any runway used or planned to be used by turbine aircraft;

2. Within 5,000 feet from the nearest point of any runway used by only non-turbine aircraft;

3. When located outside the perimeters defined in subsection 1 and 2, but still within the lateral limits of the civil airport imaginary surfaces defined in 14 C.F.R. s. 77.19, a case-by-case review of such landfill is recommended.

4. Where any landfill is located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must
incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.

C. New residential units and new education facilities, with the exception of aviation school facilities, shall be prohibited within the boundary of the 65 Day-Night Average Sound Level ("DNL") contour; however, the prohibition shall not extend more than an area measuring one-half (1/2) the length of the longest runway on either side of and at the end of each runway centerline.

D. Subsection C shall not be construed to require the removal, alteration, sound conditioning, or other change, or to interfere with the continued use or adjacent expansion of any educational facility or site in existence on July 1, 1993.

16.30.010.67. - Nonconforming uses.

A. Regulations not retroactive. These regulations shall not require the removal, lowering or other changes or alteration of any structure or tree obstruction not conforming to the regulations as of the effective date of this section, or otherwise interfere with the continuance of any nonconforming use.

B. Nonconforming uses, abandoned or destroyed. Whenever the POD determines that a nonconforming structure or tree obstruction has been abandoned or, is more than 80 percent torn down, or is physically deteriorated or decayed destroyed, deteriorated, or decayed, no permit shall be granted that would allow such structure or tree obstruction to exceed the applicable height limit or otherwise deviate from the provisions of this section.

C. Marking and lighting. Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to install, operate and maintain thereof such markers and lights as shall be deemed necessary by the City to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstructions. Such markers and lights shall be installed, operated and maintained at the expense of the owner.

16.30.010.78. - Obstruction marking and lighting.

Any permit or variance granted shall, as a specific condition, require the owner of the structure or tree obstruction in question to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to aircraft operators the presence of an airport obstruction. Such markings and lighting shall conform to the specific standards established by F.A.C. 14-60.009, Rules of the Department of Transportation and Federal Aviation Administration Advisory Circular H70/7460-1, G-10/86) the Federal Aviation Administration.

16.30.010.8. - Restrictions in airport noise impact area.

Construction of any school within an area extending five miles along the runway centerline of the airport and which has a width measuring one-half the length of the runway is prohibited. Variances may be granted by the Development Review Commission following the procedures set forth in this section and only if findings are made setting forth how the public policy reasons outweigh the health and safety concerns which prohibit such construction. The continued use or adjacent expansion of existing structures or new structures that comply with State law requirements for educational facilities are exempt.

16.30.010.9. - Airport Obstruction Permit.

A person proposing the construction or alteration of an obstruction must obtain a permit from the City. The requirement for a permit will be required only within an airport hazard area where federal
obstruction standards are exceeded and if the proposed construction or alteration is within a 10 nautical-mile (11.5077945 statute mile) radius of the airport reference point, located at the approximate geometric center of all usable runways. Permit requirements are outlined in Section 16.70 outlining applications and procedures.

46.30.010.9.—Variances.

A. Procedures. For procedures, see application filing and procedures section.

B. Standards for review. No variance shall be approved solely on the basis that such proposed structure will not exceed federal obstruction standards as contained in 14 CFR 77.21, 77.23, 77.25, 77.28, or 77.29, or other federal aviation regulations. In reviewing an application, the POD, DRC and City Council shall consider the following criteria:

1. The nature of the terrain and the height of existing structures;
2. Public and private interests and investments;
3. The character of flying operations and planned developments of airports;
4. Federal airways as designated by the Federal Aviation Administration that lie within the radii described in the airport zones;
5. Whether the construction of the proposed structure would cause an increase in the minimum descent altitude or the decision height at the affected airport;
6. Technological advances;
7. The safety of persons on the ground and in the air;
8. Land-use density;
9. The safe and efficient use of navigable airspace;
10. The cumulative effects on navigable airspace of all existing structures, proposed structures identified in the applicable jurisdictions' Comprehensive Plans, and all other known proposed structures in the area.

46.30.010.10. - Conflicting regulations.

In the event of conflict between these regulations and any other regulations applicable to the same property, the more stringent limitation or requirement shall govern and prevail.

Section 3. Section 16.70.015 of the St. Petersburg City Code is hereby amended, in the appropriate numerical order, to read as follows:

### 16.70.015 - DECISIONS AND APPEALS TABLE

<table>
<thead>
<tr>
<th>Overlay District Regulations, Albert Whitted Airport, Airport Noise Impact Area Variances</th>
<th>16.30.010.8.</th>
<th>Advisory to DRC</th>
<th>DRC (appealable to City Council)</th>
<th>Final</th>
</tr>
</thead>
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</tbody>
</table>
Section 4. The St. Petersburg City Code is hereby amended by adding a new Section 16.70.030.1.16, to read as follows:

16.70.030.1.16 – AIRPORT OBSTRUCTION PERMIT

A. Applicability. A person proposing the construction or alteration of an obstruction must obtain a permit from the City. The requirement for a permit will be required only within an airport hazard area where federal obstruction standards are exceeded and if the proposed construction or alteration is within a 10 nautical mile (11.5077945 statute mile) radius of the airport reference point, located at the approximate geometric center of all usable runways. Permit Exemption. A permit is not required for existing structures that received construction permits from the Federal Communications Commission for structures exceeding federal obstruction standards before May 20, 1975; a permit is not required for any necessary replacement or repairs to such existing structures if the height and location are unchanged.

B. Application. An application shall include the following information in addition to the information that the POD may generally require for a zoning permit application:

1. A copy of the notice of no hazard to air navigation issued by the FAA. This satisfies the statute requirement to submit a valid aeronautical study;
2. A building elevation showing the elevation of existing grade, building height, and the overall height above mean sea level;
3. The application shall demonstrate that the existing conditions and circumstances are such that the strict application of the provisions of the Land Development Regulations would deprive the applicant of reasonable use of said land, building, or structure, equivalent to the use made of lands, buildings, or structures in the same district and permitted under the terms of this provision and that the peculiar conditions and circumstances are not the result of the actions of the applicant.

C. Procedure.

1. External agency review and comment. At the time of filing an airport obstruction permit application, the local government shall forward a copy of the application to the Florida Department of Transportation (FDOT) Aviation and Spaceports Office. A second copy shall be forwarded to the local airport POD. The airport obstruction permit application shall be submitted by certified mail return receipt requested, or a digital copy may be submitted electronically by email or digital upload, where permitted.

The FDOT Aviation and Spaceports Office shall have 15 calendar days from receipt of the application to provide comments to the POD, after which time that right is waived. No application for an airport obstruction permit shall be considered unless the applicant shows compliance with this requirement.
Cranes, construction equipment, and other temporary structures in use or in place for a period not to exceed 18 consecutive months are exempt from review by the FDOT Aviation and Spaceports Office, unless such review is requested by the FDOT.

2. **Staff review and recommendation.** Upon receipt of an airport obstruction permit application, the POD shall determine whether the application complies with all submittal requirements and standards for review.

   a. **Administrative approval.** If the POD determines that the application complies with all submittal requirements and standards for review and further considers comments from the FDOT and the local airport POD, if remitted, the POD may approve such application with or without conditions. The POD’s final decision shall be in writing and shall state the reasons for such approval.

   b. **Appeals.** A decision of the POD to approve, approve with conditions or deny an application may be appealed to the Development Review Commission, acting as the Airport Zoning Commission, whose decision shall be deemed the final decision of the City.

3. **Commission review and decision.**

   a. **Public hearing.** If the POD decision is appealed or if the POD determines that because of new or unusual circumstances the application requires review by the Commission, the POD shall send a report to the Development Review Commission, acting as the Airport Zoning Commission, with a copy to the applicant recommending whether the application should be approved, approved with conditions or denied and the grounds for such recommendation.

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

D. **Standards for review.** In determining whether to issue or deny a permit, the POD or Commission must consider the following, as applicable:

1. The safety of persons on the ground and in the air;
2. The safe and efficient use of navigable airspace;
3. The nature of the terrain and height of existing structures;
4. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in the State chapter regulating aircraft, pilots, and airports;
5. The character of existing and planned flight operations and developments at Albert Whitted Airport;
6. Federal airways, visual flight rules, flyways, and corridors, and instrument approaches as designated by the Federal Aviation Administration;
7. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at Albert Whitted Airport; and
8. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area.
E. Expiration. Approval of the airport obstruction permit shall be subject to any expiration dates identified in the letter of no hazard authorized by the Federal Aviation Administration.

Section 5. Section 16.70.040.1.8 of the St. Petersburg City Code is hereby deleted in its entirety and held in "Reserve":

Section 16.70.040.1.8 – Reserved

16.70.040.1.8—Variance, Albert Whitted Airport regulations.

A.—Applicability. Any person requesting a variance from the overlay district regulations for Albert Whitted Airport shall apply following the procedures in the variances section:

B.—Application. An application for variance from the Albert Whitted Airport regulations shall include the following information in addition to the information that the POD may generally require for a planning and zoning decision application:

1. A copy of the certified-mail return receipt card showing that a copy of this application has been forwarded to the FDOT Aviation Office, Tallahassee, at least 45 days in advance of the scheduled hearing date;

2. A copy of the submitted FAA notice of proposed construction or alteration;

3. A copy of the notice of no hazard to air navigation issued by the FAA;

4. A building elevation showing the elevation of existing grade, building height, and the overall height above mean sea level;

5. The application shall demonstrate that the existing conditions and circumstances are such that the strict application of the provisions of the Land Development Regulations would deprive the applicant of reasonable use of said land, building, or structure, equivalent to the use made of lands, buildings, or structures in the same district and permitted under the terms of this provision and that the peculiar conditions and circumstances are not the result of the actions of the applicant.

C.—Procedure.

1. External agency review and comment. At the time of filing an airport height variance application, the applicant shall forward a copy of the application by certified mail return receipt requested to the Florida Department of Transportation (FDOT), aviation office.

   The department shall have 45 days from receipt of the application to provide comments to the Commission, after which time that right is waived. No application for a variance shall be considered unless the applicant shows that he has complied with this requirement.

2. Staff review and recommendation. Upon receipt of a variance application, the POD shall determine whether the application comply with all submittal requirements and standards for review.

   a. Streamline approval. If the POD determines that the application complies with all submittal requirements and standards for review, the POD may approve such application with or without conditions. The POD shall provide written and posted notice prior to making a final decision. The POD's final decision shall be in writing and shall state the reasons for such approval.
b. **Appeals.** A decision of the POD to approve, approve with conditions or deny an application may be appealed to the Development Review Commission, whose decision shall be deemed the final decision of the City.

3. **Commission review and decision:**

   a. **Public hearing.** If the POD determines that because of new or unusual circumstances the application requires review by the Development Review Commission or that the application does not comply with all submittal requirements and standards for review, the POD shall send a report to the Development Review Commission, with a copy to the applicant, if any, recommending whether the application should be approved, approved with conditions or denied and the grounds for such recommendation.

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

D. **Standards for review.** For standards of review, see the airport overlay section of the overlay district regulations:


**Section 6.** Section 16.80.020.1 of the St. Petersburg City Code is hereby amended to read as follows:

16.80.020.1. - Powers and duties.

A. There is hereby created a Development Review Commission (DRC) to evaluate and act on the development proposals within the City in order to ensure compliance with the Comprehensive Plan, zoning ordinance and other appropriate City regulations, and to act as the Land Development Regulation Commission (LDRC) for the purposes of and as required by the Local Government Comprehensive Planning and Land Development Regulation Act to review and evaluate proposed modifications to the Land Development Regulations, except as to certain historic and archaeological preservation matters where the Community Planning and Preservation Commission will serve as the LDRC, and to act as the Airport Zoning Commission for the purposes of and as required by Florida Statute, Chapter 333, Airport Zoning, to review certain airport obstruction permits and decide appeals.

B. The DRC shall hear certain appeals where specifically required by this chapter.

C. The DRC shall have such other duties and responsibilities as are delegated to it under this chapter.

**Section 7.** Words that are **underlined** are additions to, and words that are **struck through** are deletions from, the existing St. Petersburg City Code.

**Section 8.** In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the
City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

[Signature]

City Attorney (designee)
This is a City initiated application requesting that the Development Review Commission ("DRC"), in its capacity as the Land Development Regulation Commission ("LDRC"), make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL the following text amendments to the City Code, Chapter 16, Land Development Regulations ("LDRs").

The purpose of this text amendment application is to maintain consistency with changes to state legislation regulating airport zoning - Section 333, Florida Statutes ("FS"). The proposed amendments are necessary changes to City Code, Chapter 16, LDRs, and include text amendments to several subsections as described in this report.

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COMMISSION AUTHORITY

Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the LDRC, is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs.

STAFF ANALYSIS

Background

Chapter 333, Florida Statutes ("FS") requires that every Political Subdivision having an airport hazard area within its territorial limits must adopt, administer, and enforce airport zoning regulations. The airport hazard area is defined as any area of land or water upon which an obstruction to air navigation and related communication facilities might be established. In the City of St. Petersburg, an airport hazard area exists for and around the Albert Whitted Airport, located at 107 8th Avenue Southeast.

Effective July 1, 2016, the Florida Legislature amended Chapter 333, FS, thereby requiring the revision of existing airport zoning regulations of almost all Political Subdivisions, including the City of St. Petersburg. Although the amending legislation required compliance by July 1, 2017, many municipalities are only now beginning to update their applicable airport zoning regulations.

Key Changes

The following list is a summary of key changes required by Section 333, FS and included within this proposed package of amendments. The most significant changes include: 1) transfer of responsibility for approving airport obstruction permits from the ASO, FL DOT to the Development Review Commission, acting as the Airport Zoning Commission; and 2) land use restriction language pertaining to new residential units and new education facilities:

1. Add and modify definitions (Section 16.30.010)
2. Add land use restrictions (Section 16.30.010.6)
   a. Add reference to landfills;
   b. Add prohibition against construction of residential units and education facilities;
   c. Exempt education facilities in existence on July 1, 1993.
3. Add airport obstruction permit (16.30.010.10)
4. Authorize the City’s Development Review Commission ("DRC") to act as the Airport Zoning Commission for the purpose of reviewing certain airport obstruction permits. (Section 16.80.020.1)
5. Add procedures for processing airport obstruction permits (Section 16.70.030)
6. Add airport obstruction permit fee (Chapter 12)
Consistency and Compatibility (with Comprehensive Plan)

The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposal:

- **Policy LU14.4.10**: In addition to consistency with the St. Petersburg Comprehensive Plan, the proposed location of a new or expanded public school within one of the land use categories listed in Policy 14.2 shall be reviewed and considered with the following general criteria: The proposed location lies outside the area regulated by section 333.03(3), F.S., regarding the construction of public educational facilities in the vicinity of an airport.

- **Policy T1.4**: The City shall review the Master Plans for the Port of St. Petersburg and Albert Whitted Airport and subsequent amendments, and other intermodal facilities, to determine the impact on the City's surface transportation system, surrounding land uses and natural resources.

- **Objective T18**: Short and long-term plans and operations for the Port of St. Petersburg and Albert Whitted Airport shall assess the effects on the environment and conflicts with adjacent land uses and natural resources during the permitting process.

- **Policy T18.8**: The Port and Airport shall coordinate and be consistent with the Future Land Use Element thereby precluding any encroachment of incompatible land uses.

- **Objective T20**: The Port of St. Petersburg and the Albert Whitted Municipal Airport shall continue to coordinate operational and expansion activities with all appropriate federal, state, regional, and local agencies.

- **Policy T20.4**: All Port and Airport development plans shall be reviewed for compliance with the adopted master plans and the applicable sections of the Comprehensive Plan.
PROPOSED TEXT AMENDMENTS

CHAPTER 12: FEES

Add a permit fee for airport obstruction permit in the amount of $300.00. Variances, under which similar requests were processed, cost $300.00.

SECTION 16.30.010. - ALBERT WHITTED AIRPORT OVERLAY [8]

Sections:

Footnotes:

--- [8] ---


16.30.010.1. Purpose.

The purpose of the airport regulations adopted under this section is to provide both airspace protection and land uses compatible with airport operations. Each aspect of this purpose requires independent justification in order to promote the public interest in safety, health, and general welfare.

16.30.010.42. - Applicability.

The owner of any proposed construction or alteration of a structure more than 200 feet in height above the ground level at its site, or any proposed construction or alteration which exceeds a slope of 100:1 extending outward and upward for a horizontal distance of 20,000 feet from the nearest point of each runway from the Albert Whitted Airport shall comply with the provision of 14 CFR part 77, subpart B, by filing a notice of construction or alteration with the Federal Aviation Administration. Prior to the issuance of any building permit or consideration of any request for a variance to this chapter the applicant shall submit documentation showing compliance with the federal requirement for notification of proposed construction and a valid aeronautical evaluation.


16.30.010.23. - Definitions.

For the purposes of this section, the following words shall have the following meanings:

Aeronautical study means a Federal Aviation Administration study, conducted in accordance with the standards of 14 C.F.R. part 77, subpart C, and Federal Aviation Administration policy and guidance, on the effect of proposed construction or alteration upon the operation of air navigation facilities and the safe and efficient use of navigable airspace.

Airport. See Matrix: Use Permissions and Parking Requirements.

Airport elevation means the established elevation of the highest point on the usable landing area in feet above mean sea level (AMSL).
Airport hazard means any structure, tree, or use of land that would exceed the federal obstruction standards contained in 14 CFR 77.21 (scope), 77.23 (standards for determining obstructions) and 77.25 (civil airport imaginary surfaces), and which obstructs the airspace required for the flight of aircraft in taking off, manoeuvring or landing at the airport, or is otherwise hazardous to such take-off, manoeuvring or landing. An obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

Airport hazard area means any area of land or water upon which an airport hazard might be established.

Airport reference point means the point established as the approximate geographic center of the airport landing area and so designated.

Education facility means any structure, land, or use that includes a public or private kindergarten through 12th grade school, charter school, magnet school, college campus, or university campus. The term does not include space used for educational purposes within a multi-tenant building.

Height means, for the purpose of determining height limits in this section, measured from the mean sea level elevation datum unless otherwise specified.

Landfill means any solid waste land disposal area for which a permit, other than a general permit, is required by Florida Statutes 403.707 and which receives solid waste for disposal in or upon land. The term does not include a land-spreading site, an injection well, a surface impoundment, or a facility for the disposal of construction and demolition debris.

Minimum decent altitude (MDA) means the lowest AMSL altitude to which descent is authorized on final approach or during circling-to-land maneuvering in execution of a standard instrument approach procedure (SIAP) where electronic glide slope is not provided.

Minimum en route altitude (MEA) means the lowest published altitude between radio fixes that ensures acceptable navigational signal coverage and meets obstruction clearance requirements between those fixes.

Minimum obstruction clearance altitude (MOCA) means the lowest published altitude between radio fixes on federal VOR airways, off-airway routes or route segments that meets obstruction clearance requirements for the entire route segment and ensures acceptable navigational signal coverage only within 22 miles of a VOR.

Minimum vectoring altitude (MVA) means the lowest AMSL altitude at which aircraft operating on instrument flight rules (IFR) will be vectored by a radar controller, except when otherwise authorized for radar approaches, departures or missed approaches.

Obstruction means any existing or proposed manmade object, terrain, or structure or object of natural growth or terrain construction or alteration that violates the federal obstruction standards contained in 14 CFR 77.21, 77.23 and 77.25 part 77, subpart C. The term includes:

- Any object of natural growth or terrain;
- Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
- Alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Runway means the paved surface of an airport landing strip.

Structure means any object constructed, erected, altered, or installed, including, but not limited to, buildings, towers, smokestacks, utility poles, power generation equipment, and overhead transmission lines.
Substantial modification means any repair, reconstruction, rehabilitation, or improvement of a structure when the actual cost of the repair, reconstruction, rehabilitation, or improvement of the structure equals or exceeds 50 percent of the market value of the structure.

(Code 1992, § 16.30.010.2)

16.30.010.34. - Airport zones.

There are hereby created and established certain zones which include all of the land and waters lying within the approach zones, transition zones, horizontal zone and conical zone. Such area and zones are shown on the Albert Whitted Airport Zoning Map which is incorporated by reference herein as part of this article and is on file in the office of the City Clerk. The various zones are hereby established and defined as follows:

A. Primary zone. An area longitudinally centered on each runway, extending 200 feet beyond each end of that runway with a width of 500 feet on Runway 18-36 and Runway 7-25.

B. Approach zone. An area longitudinally centered on the extended runway centerline, extending outward from the end of the primary zone. The inner edge of the approach zone is the same width as the primary zone extending thereafter to a width of 2,000 feet for Runway 18-36 and Runway 7-25 at a distance of 5,000 feet from the edge of the primary zone.

C. Transition zone. An area extending outward from the sides of each primary zone and approach zone which connects them to the horizontal zone.

D. Horizontal zone. An area around the airport with an outer boundary the perimeter of which is constructed by swinging arcs of a radii of 5,000 feet from the center of each end of the primary zone of each runway and connecting the adjacent arcs by lines tangent to those arcs.

E. Conical zone. A conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward a distance of 4,000 feet. The conical zone does not include the approach zones and transition zones.


16.30.010.45. - Height limitations.

Except as otherwise provided in this section, no structure or tree obstruction shall be erected, altered, allowed to grow or maintained in excess of the height limit herein established. The height limitations for each of the airport zones are:

1. Approach zone. One foot in height for each 20 feet in horizontal distance from the end of the primary zone.

2. Transition zone. One foot in height for each seven feet in horizontal distance from the adjoining boundary of the primary or approach zone with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone.

3. Horizontal zone. 150 feet above the airport elevation of a height of 5.8 feet above mean sea level.

4. Conical zone. One foot in height for each 20 feet of horizontal distance from the periphery of the horizontal zone extending to a height of 350 feet above the airport elevation.

5. Other restrictions. In addition to the height limitations imposed in section, no structure or obstruction will be permitted within the City that would cause an MDA, MOCA, MVA or a decision
height to be raised or which would impose either the establishment of restrictive minimum climb
gradients or nonstandard takeoff minimums, as determined by the Federal Aviation
Administration in response to the filing of a notice of construction or alteration.

6. **More than one height limitation.** Where an area is covered by more than one height limitation,
the more restrictive limitation prevails.

7. **Not prohibitive.** Nothing in this section shall be construed as prohibiting the growth, construction
or maintenance of any tree or structure below these height limitations.


16.30.010.56. - Userestrictions.

Airport land use compatibility regulations govern the use of land on, adjacent to, or in the immediate
vicinity of airports:

A. Notwithstanding any other provisions of this section, no use may be made of land or water within
any zone established by this section in such manner as to create electrical interference with radio
communication between the airport and aircraft, make it difficult for flyers to distinguish between
airport lights and others, result in glare in the eyes of flyers using the airport, impair visibility in the
vicinity of the airport or otherwise endanger the landing, taking off or maneuvering of aircraft.

B. New landfills shall be prohibited and existing landfills shall be restricted within the following areas:
1. Within 10,000 feet from the nearest point of any runway used or planned to be used by
turbine aircraft;
2. Within 5,000 feet from the nearest point of any runway used by only non-turbine aircraft;
3. When located outside the perimeters defined in subsection 1 and 2, but still within the
lateral limits of the civil airport imaginary surfaces defined in 14 C.F.R. s. 77.19, a case-
by-case review of such landfill is recommended.
4. Where any landfill is located and constructed in a manner that attracts or sustains
hazardous bird movements from feeding, water, or roosting areas into, or across, the
runways or approach and departure patterns of aircraft. The landfill operator must
incorporate bird management techniques or other practices to minimize bird hazards to
airborne aircraft.

C. New residential units and new education facilities, with the exception of aviation school facilities,
shall be prohibited within the boundary of the 65 Day-Night Average Sound Level (“DNL”) contour;
however, the prohibition shall not extend more than an area measuring one-half (1/2) the length
of the longest runway on either side of and at the end of each runway centerline.

D. Subsection C shall not be construed to require the removal, alteration, sound conditioning, or
other change, or to interfere with the continued use or adjacent expansion of any educational
facility or site in existence on July 1, 1993.

(Code 1992, § 16.30.010.5)
16.30.010.67. - Nonconforming uses.

A. Regulations not retroactive. These regulations shall not require the removal, lowering or other changes or alteration of any structure or tree obstruction not conforming to the regulations as of the effective date of this section, or otherwise interfere with the continuance of any nonconforming use.

B. Nonconforming uses, abandoned or destroyed. Whenever the POD determines that a nonconforming structure or tree obstruction has been abandoned or is more than 80 percent torn down, or is physically deteriorated or decayed, no permit shall be granted that would allow such structure or tree obstruction to exceed the applicable height limit or otherwise deviate from the provisions of this section.

C. Marking and lighting. Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to install, operate and maintain thereof such markers and lights as shall be deemed necessary by the City to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstructions. Such markers and lights shall be installed, operated and maintained at the expense of the owner.

(Code 1992, § 16.30.010.6)

16.30.010.78. - Obstruction marking and lighting.

Any permit or variance granted shall, as a specific condition, require the owner of the structure or tree obstruction in question to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to aircraft operators the presence of an airport obstruction. Such markings and lighting shall conform to the specific standards established by F.A.C. 14-09.006, Rules of the Department of Transportation and Federal Aviation Administration Advisory Circular H7C/740-1, G (10/85), the Federal Aviation Administration.


16.30.010.8. - Restrictions in airport noise impact area.

Construction of any school within an area extending five miles along the runway centerline of the airport and which has a width measuring one half the length of the runway is prohibited. Variances may be granted by the Development Review Commission following the procedures set forth in this section and only if findings are made setting forth how the public policy reasons outweigh the health and safety concerns which prohibit such construction. The continued use or adjacent expansion of existing structures or new structures that comply with State law requirements for educational facilities are exempt.


A person proposing the construction or alteration of an obstruction must obtain a permit from the City. The requirement for a permit will be required only within an airport hazard area where federal obstruction standards are exceeded and if the proposed construction or alteration is within a 10 nautical-mile (11.5077945 statute mile) radius of the airport reference point, located at the approximate geometric center of all usable runways. Permit requirements are outlined in Section 16.70 outlining applications and procedures.
16.30.010.9. - Variances.

A. Procedures. For procedures, see application filing and procedures section.

B. Standards for review. No variance shall be approved solely on the basis that such proposed structure will not exceed federal obstruction standards as contained in 14 CFR 77.21, 77.23, 77.25, 77.28, or 77.29, or other federal aviation regulations. In reviewing an application, the PCD, DRC and City Council shall consider the following criteria:

1. The nature of the terrain and the height of existing structures;
2. Public and private interests and investments;
3. The character of flying operations and planned developments of airports;
4. Federal airways as designated by the Federal Aviation Administration that lie within the radii described in the airport zones;
5. Whether the construction of the proposed structure would cause an increase in the minimum descent altitude or the decision height at the affected airport;
6. Technological advances;
7. The safety of persons on the ground and in the air;
8. Land use density;
9. The safe and efficient use of navigable airspace;
10. The cumulative effects on navigable airspace of all existing structures, proposed structures identified in the applicable jurisdictions' Comprehensive Plans, and all other known proposed structures in the area.

(Code 1992, § 16.30.010.9)

16.30.010.10. - Conflicting regulations.

In the event of conflict between these regulations and any other regulations applicable to the same property, the more stringent limitation or requirement shall govern and prevail.

(Code 1992, § 16.30.010.10)
SECTION 16.70.015: APPLICATIONS AND PROCEDURES

16.70.015 - DECISIONS AND APPEALS TABLE

<table>
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<tr>
<th>Overlay District Regulations, Albert Whitted Airport, Airport Noise Impact Area Variances</th>
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<th>Advisory to DRC</th>
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<th>Final</th>
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<tr>
<td>Overlay District Regulations, Albert Whitted Airport, Airport Noise Impact Area Variances, Airport Obstruction Permit</td>
<td><em>16.70.030.X.X</em></td>
<td>Final (appealable to DRC)</td>
<td>DRC (Final)</td>
<td>not applicable</td>
</tr>
</tbody>
</table>

16.70.030.X.X – AIRPORT OBSTRUCTION PERMIT

**Applicability.** A person proposing the construction or alteration of an obstruction must obtain a permit from the City. The requirement for a permit will be required only within an airport hazard area where federal obstruction standards are exceeded and if the proposed construction or alteration is within a 10 nautical-mile (11.5077945 statute mile) radius of the airport reference point, located at the approximate geometric center of all usable runways.

A. **Permit Exemption.** A permit is not required for existing structures that received construction permits from the Federal Communications Commission for structures exceeding federal obstruction standards before May 20, 1975; a permit is not required for any necessary replacement or repairs to such existing structures if the height and location are unchanged.

B. **Application.** An application shall include the following information in addition to the information that the POD may generally require for a zoning permit application:

1. A copy of the notice of no hazard to air navigation issued by the FAA. This satisfies the statute requirement to submit a valid aeronautical study;

2. A building elevation showing the elevation of existing grade, building height, and the overall height above mean sea level;

3. The application shall demonstrate that the existing conditions and circumstances are such that the strict application of the provisions of the Land Development Regulations would deprive the applicant of reasonable use of said land, building, or structure, equivalent to the use made of lands, buildings, or structures in the same district and permitted under the terms of this provision and that the peculiar conditions and circumstances are not the result of the actions of the applicant.

C. **Procedure.**

1. **External agency review and comment.** At the time of filing an airport obstruction permit application, the local government shall forward a copy of the application to the Florida Department of Transportation (FDOT), aviation office. A second copy shall be forwarded to the local airport POD. The airport obstruction permit application shall be submitted by certified mail return receipt requested, or a digital copy may be submitted electronically by email or digital upload, where permitted.
The Florida Department of Transportation (FDOT), aviation office shall have 15 calendar days from receipt of the application to provide comments to the POD, after which time that right is waived. No application for an airport obstruction permit shall be considered unless the applicant shows compliance with this requirement.

Cranes, construction equipment, and other temporary structures in use or in place for a period not to exceed 18 consecutive months are exempt from review by the Florida Department of Transportation (FDOT), aviation office, unless such review is requested by the FDOT.

2. **Staff review and recommendation.** Upon receipt of an airport obstruction permit application, the POD shall determine whether the application complies with all submittal requirements and standards for review.
   a. **Administrative approval.** If the POD determines that the application complies with all submittal requirements and standards for review and further considers comments from the FDOT and the local airport POD, if remitted, the POD may approve such application with or without conditions. The POD's final decision shall be in writing and shall state the reasons for such approval.
   b. **Appeals.** A decision of the POD to approve, approve with conditions or deny an application may be appealed to the Development Review Commission, acting as the Airport Zoning Commission, whose decision shall be deemed the final decision of the City.

3. **Commission review and decision.**
   a. **Public hearing.** If the POD decision is appealed or if the POD determines that because of new or unusual circumstances the application requires review by the Commission, the POD shall send a report to the Development Review Commission, acting as the Airport Zoning Commission, with a copy to the applicant recommending whether the application should be approved, approved with conditions or denied and the grounds for such recommendation.
   b. **Commission decision.** Upon receipt of the recommendation from the POD, the Commission shall conduct a public hearing on the application and shall approve, approve with conditions or deny the requested permit. After considering the application and evidence, the Commission may defer action for no more than 60 days to obtain additional information.

C. **Standards for review.** In determining whether to issue or deny a permit, the POD or Commission must consider the following, as applicable:

1. The safety of persons on the ground and in the air;
2. The safe and efficient use of navigable airspace;
3. The nature of the terrain and height of existing structures;
4. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in the State chapter regulating aircraft, pilots, and airports;
5. The character of existing and planned flight operations and developments at Albert Whitted Airport;
6. Federal airways, visual flight rules, flyways, and corridors, and instrument approaches as designated by the Federal Aviation Administration;
7. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at Albert Whitted Airport; and

8. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area.

D. Expiration. Approval of the airport obstruction permit shall be subject to any expiration dates identified in the letter of no hazard authorized by the Federal Aviation Administration.

16.70.040.18. Variance, Albert Whitted Airport regulations.

A. Applicability. Any person requesting a variance from the overlay district regulations for Albert Whitted Airport shall apply following the procedures in the Variance section.

B. Application. An application for variance from the Albert Whitted Airport regulations shall include the following information in addition to the information that the POD may generally require for a planning and zoning decision application:

1. A copy of the certified mail return receipt card showing that a copy of this application has been forwarded to the FDOT Aviation Office, Tallahassee, at least 45 days in advance of the scheduled hearing date;

2. A copy of the submitted FAA notice of proposed construction or alteration;

3. A copy of the notice of no hazard to air navigation issued by the FAA;

4. A building elevation showing the elevation of existing grade, building height, and the overall height above mean sea level;

5. The application shall demonstrate that the existing conditions and circumstances are such that the strict application of the provisions of the Land Development Regulations would deprive the applicant of reasonable use of said land, building, or structure, equivalent to the use made of lands, buildings, or structures in the same district and permitted under the terms of this provision and that the peculiar conditions and circumstances are not the result of the actions of the applicant.

C. Procedure.

1. External agency review and comment. At the time of filing an airport height variance application, the applicant shall forward a copy of the application by certified mail return receipt requested to the Florida Department of Transportation (FDOT), Aviation Office.

   The department shall have 45 days from receipt of the application to provide comments to the Commission, after which time that right is waived. No application for a variance shall be considered unless the applicant shows that he has complied with this requirement.

2. Staff review and recommendation. Upon receipt of a variance application, the POD shall determine whether the application comply with all submittal requirements and standards for review.

   a. Streamline approval. If the POD determines that the application complies with all submittal requirements and standards for review, the POD may approve such application with or without conditions. The POD shall provide written and posted notice prior to making a final decision. The POD's final decision shall be in writing and shall state the reasons for such approval.
b. Appeals. A decision of the POD to approve, approve with conditions or deny an application may be appealed to the Development Review Commission, whose decision shall be deemed the final decision of the City.

3. Commission review and decision:

a. Public hearing. If the POD determines that because of new or unusual circumstances the application requires review by the Development Review Commission or that the application does not comply with all submittal requirements and standards for review, the POD shall send a report to the Development Review Commission, with a copy to the applicant, if any, recommending whether the application should be approved, approved with conditions or denied and the grounds for such recommendation.

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

D. Standards for review. For standards of review, see the airport overlay section of the overlay district regulations.

16.80.020. - DEVELOPMENT REVIEW COMMISSION (DRC)

16.80.020.1. - Powers and duties.

A. There is hereby created a Development Review Commission (DRC) to evaluate and act on the development proposals within the City in order to ensure compliance with the Comprehensive Plan, zoning ordinance and other appropriate City regulations, and to act as the Land Development Regulation Commission (LDRC) for the purposes of and as required by the Local Government Comprehensive Planning and Land Development Regulation Act to review and evaluate proposed modifications to the Land Development Regulations, except as to certain historic and archaeological preservation matters where the Community Planning and Preservation Commission will serve as the LDRC, and to act as the Airport Zoning Commission for the purposes of and as required by Florida Statute, Chapter 333, Airport Zoning, to review certain airport obstruction permits and decide appeals.

B. The DRC shall hear certain appeals where specifically required by this chapter.

C. The DRC shall have such other duties and responsibilities as are delegated to it under this chapter.

Use Restriction per 16.30.01.6
City of St. Petersburg
Housing Affordability Impact Statement

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

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

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

   See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2017-09).

III. **Impact Analysis:**

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

      No __X__ (No further explanation required.)
      Yes ___ Explanation:

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

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

      No __X__ (No further explanation required)
      Yes ___ Explanation:
IV: Certification

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

CHECK ONE:

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

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

[Signature]
Department Director (signature)

[Date]

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of two (2) Public Utility Easements to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within Fossil Park located at 6635 Dr. Martin L. King, Jr. Street North, St. Petersburg; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

BACKGROUND: Real Estate & Property Management received a request from the Engineering & Capital Improvements Department to prepare the necessary documents to grant Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, ("Duke Energy"), two (2) Public Utility Easements ("Easements") (also referred to by Duke Energy as a "Distribution Easement - Corporate"), within Fossil Park located at 6635 Dr. Martin L. King, Jr. Street North, St. Petersburg ("Property").

The Easements, as shown in the attached illustrations, are necessary to install and maintain electrical service to the new fire station being constructed on the southeast corner of the Property and to the new park maintenance building being constructed on the north side of the Property to replace a building removed to allow for the construction of the new fire station. The Easements will have no significant effect on the public's use of the Property.

An ordinance is required to authorize the grant of these Easements to Duke Energy as the requested Easements are to be located on land classified by the City Charter as "Park and Waterfront Property." This action is in compliance with Section 1.02(c)(3) of the City Charter that provides "...utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property."

RECOMMENDATION: Administration recommends that City Council adopt the attached ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of two (2) Public Utility Easements to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy within Fossil Park located at 6635 Dr. Martin L. King, Jr. Street North, St. Petersburg; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

ATTACHMENTS: Illustrations, Ordinance, Exhibit "A", and Exhibit "B"

APPROVALS: Administration: [Signature]

Budget: [Signature] N/A

Legal: [Signature] (As to consistency with attached legal documents)

00356990.docv1
ORDINANCE NO.: _____

AN ORDINANCE IN ACCORDANCE WITH
SECTION 1.02(C)(3), ST. PETERSBURG CITY
CHARTER, AUTHORIZING THE GRANT OF TWO
(2) PUBLIC UTILITY EASEMENTS TO DUKE
ENERGY FLORIDA, INC., A FLORIDA
CORPORATION, D/B/A DUKE ENERGY, WITHIN
FOSSIL PARK LOCATED AT 6635 DR. MARTIN L.
KING, JR. STREET NORTH, ST. PETERSBURG;
AUTHORIZING THE MAYOR, OR HIS
DESIGNEE, TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THIS
ORDINANCE; AND PROVIDING AN EFFECTIVE
DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The City Council of the City of St. Petersburg, Florida, hereby
approves the grant of two (2) Public Utility Easements ("Easements") to Duke Energy Florida,
Inc., a Florida corporation, d/b/a Duke Energy to install and maintain electrical service to the new
fire station and the new park maintenance building being constructed within the Property, within
the Easement locations set forth in the legal descriptions and illustrations which are attached
hereto as Exhibit "A" and Exhibit "B" and incorporated herein.

Section 2. These Easements will have no significant effect on the public's use
of the property and is granted pursuant to Section 1.02(c)(3) of the St. Petersburg, Florida, City
Charter.

Section 3. The Mayor, or his designee, is authorized to execute all documents
necessary to effectuate this Ordinance.

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:

City Attorney (Designee)

APPROVED BY:

Michael J. Jeffers, Director
Parks & Recreation

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
EXHIBIT "A"
(Legal Description & Illustration of the Easement – Fire Station)

**Description and Sketch**
(NOT A SURVEY)

**DESCRIPTION**
A portion of Lot 16, Block 102, YOUMANS REPLAT OF BLOCKS 94, 95, 96, 97, 102, 103, 104, 110 & 114 NORTH ST. PETERSBURG, Plat Book 13, Page 23 of the Pinellas County Public Records. Lying in Section 31, Township 30 South, Range 17 East. Being further described as follows:

COMMENCE at the Southeast corner of Lot 13, Block 102, per said Plat Book 13, Page 23; thence N69°37'03"W, 184.00 feet to the southwest corner of Lot 16, Block 102 for a POINT OF BEGINNING; thence N20°31'56"E, 20.00 feet along the westerly boundary line of Lot 16, Block 102; thence S69°37'03"E, 10.00 feet; thence S20°31'56"W, 20.00 feet parallel with said westerly boundary line to the northerly right-of-way line of 64th Avenue North (Pennsylvania Avenue per said Plat Book 13, Page 23); thence N69°37'03"W, 10.00 feet along said northerly right-of-way line to the POINT OF BEGINNING.

Containing 200 square feet, plus or minus.

Surveyor's Notes:
1. Bearings are based on the northerly right-of-way line of 64th Avenue North (Pennsylvania Avenue per YOUMANS REPLAT OF BLOCKS 94, 95, 96, 97, 102, 103, 104, 110 & 114 NORTH ST. PETERSBURG recorded in Plat Book 13, Page 95), bearing N69°37'03"W.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Timothy R. Collins
Professional Surveyor and Mapper
Florida Registration Number 6882

Date: 12/21/17
EXHIBIT "B"
(Legal Description & Illustration of the Easement – Maintenance Building)

Description and Sketch

(Not a Survey)

<table>
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Point of commencement: Intersection of the easterly right-of-way line of 9th Street North and the southerly right-of-way line of 70th Avenue North.

Point of beginning: Southerly right-of-way line of 70th Avenue North.

DESCRIPTION
An easement 10 feet wide running through a portion of PLAN OF NORTH ST. PETERSBURG, Plat Book 4, Page 64 of the Pinellas County Public Records. Lying in Section 31, Township 30 South, Range 17 East. The centerline of said easement being further described as follows:

COMMENCE at the intersection of the easterly right-of-way line of 9th Street North (Euclid Boulevard per Plat) and the southerly right-of-way line of 70th Avenue North; thence N89°56'10"E, 154.17 feet along the southerly right-of-way line of 70th Avenue North to the POINT OF BEGINNING. thence S19°43'19"E, 17.22 feet; thence S50°44'22"E, 55.80 feet; thence S69°00'37"E, 83.91 feet; thence N87°26'58"E, 79.31 feet to the terminus of said centerline.

Containing 2362 square feet, plus or minus.

Surveyor’s Notes:
1. Bearings are based on the southerly right-of-way line of 70th Avenue North, PLAN OF NORTH ST. PETERSBURG, bearing N89°56'10"E.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Timothy R. Collins
Professional Surveyor and Mapper
Florida Registration Number 6882

Date: 12/21/17

REVISIONS

ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY OF ST. PETERSBURG

FOSSIL PARK

SECTION 31
TOWNSHIP 30 SOUTH
RANGE 17 EAST

DATE: NOV 22, 2017

SHEET No. 1 OF 1
TO: Members of City Council

DATE: January 16, 2018

COUNCIL DATE: February 1, 2018

RE: County-wide Inclusionary Zoning Ordinance (REVISED)

ACTION DESIRED:

Respectfully requesting Staff to provide an update to a Committee of the Whole regarding City Council’s request that the Board of County Commissioners of Pinellas County investigate the viability and desirability of enacting a county-wide inclusionary zoning ordinance. In addition to this update, I request a report from Staff on options to increase affordable housing in St. Petersburg and how to define what constitutes affordable housing.

Lisa Wheeler-Bowman, Council Chair
District 7

Attachment: Example definition provided by FAST
Respectfully requesting a referral to the Committee of the Whole to have representatives from FDEP and Jacobs Engineering, Inc., provide a report regarding the current use, regulatory restrictions, permitting requirements and proposed future use of injection wells in St. Petersburg.

Brandi Gabbard, Council Member
District 2
TO: Members of City Council

DATE: January 22, 2018

COUNCIL DATE: February 1, 2018

RE: Expanding Youth Services Committee

ACTION DESIRED:

Respectfully requesting a discussion on expanding the Youth Services Committee to include family services and renaming the committee the Youth and Family Services Committee.

Amy Foster
Council Member, District 8
TO: Members of City Council  
DATE: January 24, 2018  
COUNCIL DATE: February 1, 2018  
RE: Referral to PSI for proposed amendment to Chronic Nuisance Ordinance to address unlawful consumption of alcohol on premises where sold  

ACTION DESIRED:  
Requesting a referral to the PS&I Committee for the Police Department and City Attorney’s Office to present proposed amendments to the City’s chronic nuisance ordinance to address unlawful consumption on the premises where alcoholic beverages are sold.

Lisa Wheeler-Bowman, Council Chair  
District 7
TO: Members of City Council

DATE: January 25, 2018

COUNCIL DATE: February 1, 2018

RE: Portland’s Clean River Rewards Program

ACTION DESIRED:

Respectfully requesting administration to review Portland’s Clean River Rewards Program that rewards ratepayers who manage stormwater on their property as a possible template discount program as we embark on the FY19 Stormwater Utility Rate Study and the Tiered Stormwater Utility Rate Development. See link below.

https://www.portlandoregon.gov/bes/article/336520

Amy Foster, Council Member
District 8
TO: Members of City Council

DATE: January 25, 2018

COUNCIL DATE: February 1, 2018

RE: Home Share Program

__________________________________________________________________________

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use and Transportation Committee to have the Tarpon Springs Housing Authority provide a report on the history, implementation and effectiveness of their Home Share Program.

See link below.
http://homesharepinellas.org/testimonials/

Amy Foster, Council Member
District 8
TO: Members of City Council

DATE: January 25, 2018

COUNCIL DATE: February 1, 2018

RE: Amending the LDRs – Parking Requirements

______________________________________________________________________________

ACTION DESIRED:

Respectfully requesting administration provide a report to the Housing, Land Use and Transportation Committee (or other relevant committee) regarding amending the LDRs to relax parking minimum requirements to encourage additional development of affordable housing.

See attachment

Amy Foster, Council Member
District 8
Reducing Parking Minimums for Affordable Housing Developers

Applicable news articles:

- https://www.citylab.com/equity/2017/01/buffalo-is-first-to-remove-minimum-parking-requirements-citywide/512177/
- https://nextcity.org/daily/entry/crowdsourced-map-cities-parking-minimums-change
- https://www.accessmagazine.org/spring-2016/cutting-the-cost-of-parking-requirements/
TO: Members of City Council

DATE: January 26, 2018

COUNCIL DATE: February 1, 2018

RE: Resolution supporting continuing separate accreditation for the University of South Florida St. Petersburg and requesting that language bringing USF St. Petersburg back under the accreditation of University of South Florida Tampa be removed from HB 423

ACTION DESIRED:

Respectfully requesting City Council approval of a Resolution supporting continuing separate accreditation for the University of South Florida St. Petersburg and requesting that language bringing USF St. Petersburg back under the accreditation of University of South Florida Tampa be removed from HB 423.

See Attachment

Ed Montanari
Council Member, District 3
A RESOLUTION SUPPORTING CONTINUING SEPARATE ACCREDITATION FOR THE UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG ("USF ST. PETERSBURG"); REQUESTING THAT LANGUAGE BRINGING USF ST. PETERSBURG BACK UNDER THE ACCREDITATION OF UNIVERSITY OF SOUTH FLORIDA TAMPA ("USF TAMPA") BE REMOVED FROM HB 423; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University of South Florida is currently considered to be a system which includes three separately accredited institutions: USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee; and

WHEREAS, USF St. Petersburg and USF Sarasota-Manatee are operated and maintained as separate organizational and budget entities of USF and both campuses obtain separate accreditation; and

WHEREAS, USF St. Petersburg is a key economic driver for the City of St. Petersburg; and

WHEREAS, dramatic improvements to the USF St. Petersburg campus have occurred over the past 10 years; and

WHEREAS, proposed legislation has been added to HB 423 filed for consideration during the 2018 session of the Florida Legislature which proposes to phase out the separate accreditation of USF St. Petersburg; and

WHEREAS, concerns arise on the continued success of the USF St. Petersburg campus if all key decisions on programs, funding, and staffing are made in Tampa; and

WHEREAS, questions about enrollment and minority access for students at a local university campus if the same admission criteria were used statewide need to be addressed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Florida Legislature that the language bringing USF St. Petersburg back under the accreditation of USF Tampa needs to be removed from HB 423.

BE IT FURTHER RESOLVED that a study should be funded and performed to ensure the most successful future for current and future USF St. Petersburg students, faculty, and potential impacts to our local community and our regional economy.

BE IT FURTHER RESOLVED that changes to governance need to be made to increase membership on the USF Board of Trustees with trustees who reside in St. Petersburg.
BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)

00359588
Resolution No. ___

A RESOLUTION APPROVING THE RECOMMENDATION OF THE BUDGET, FINANCE, AND TAXATION COMMITTEE TO REQUEST THAT ADMINISTRATION PROVIDE A DRAFT SCOPE OF SERVICES FOR A MANAGEMENT EVALUATION OF THE SANITATION DEPARTMENT TO THE BUDGET, FINANCE AND TAXATION COMMITTEE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Budget, Finance and Taxation Committee (Committee) met on January 25, 2018 and discussed the possibility of a management evaluation; and

WHEREAS, the Committee voted to request that administration provide a draft scope of services for a management evaluation of the Sanitation department to the Committee; and

WHEREAS, the City Council approves of the recommendation of the Budget, Finance and Taxation Committee.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg that this Council hereby approves the recommendation of the Budget, Finance and Taxation Committee to request that administration provide a draft scope of services for a management evaluation of the Sanitation department to the Committee.

This resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

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

FROM: Housing, Land Use and Transportation Committee: Darden Rice, Chair, Lisa Wheeler-Bowman Committee Vice-Chair, Charlie Gerdes Councilmember, Amy Foster, Councilmember, and Brandi Gabbard, Councilmember-Alternate

RE: Housing, Land Use & Transportation Committee Meeting of January 25, 2018

New Business:

Budget vs. Actual of Housing expenditures for FY 2016-2017 and discussion of the Housing and Community Development Department’s programs and accomplishments, Lynn Gilbert, Housing Development Coordinator

Ms. Farr provided a PowerPoint presentation and discussed the Housing Department’s Budget vs. Actual of expenditures for FY 2016-2017 and provided how subrecipients are required to expend funding in a timely manner. She further discussed all funding committed and expended during the last and previous fiscal years. Ms. Farr discussed that Community Action Stops Abuse and the Police Athletic League completed their projects that were funded in previous fiscal years, and that First Tee and Pinellas Ex-offender Reentry Coalition (PERC) has completed its projects, but are finalizing the close-out process. She provided information that Bright Communities Trust was funded in a prior fiscal year but is currently underway with the construction of units, Tampa Bay Cares was funded $100,000 in funding for rapid re-housing but have not assisted anyone at this time with the funding, and Catholic Charities was funded $83,479 and expended $48,422 assisting 24 clients with rental assistance to prevent homelessness.

The Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), State Housing Initiatives Partnership (SHIP), Pinellas County Housing Trust Funds, and Neighborhood Stabilization Program (NSP) grant funding were discussed.

Councilmember Foster asked whether funds not utilized will be recaptured. Ms. Farr responded the all funding budgeted have been committed and will be used as the punch lists are completed and contingency funds are paid to the vendors.

Councilmember Gerdes asked do we know or can tell how many folks are housed in units. Section 8 waiting list is twice as long, and does this funding have anything to do with that. Mr. Johnson discussed that the number of housing units the City assist in producing with developers is on the spreadsheet that was handed out, and that the City has nothing to do with Section 8 which is strictly administered by the St. Petersburg Housing Authority. An additional question was asked in reference to what the City could do to close the gap between the people who need units and the units available. Mr. Johnson responded that we can continue to assist developers with the development of multi-family units, work with our non-profit developers to construct new units.

Chair Rice asked if Legal can comment on funds for revolving loans (Penny for Pinellas). Mr. Johnson responded that his review of the language restricts funding for acquisition of properties for affordable
housing. He further discussed that we may acquire the land and make it more reasonable for developers to build additional units.

Councilmember Foster discussed that the City needs to continue to push conversation for a revolving loan fund.

Rob Gerdes, Neighborhood Services Administrator discussed that staff is intending to come back and follow up with discussion on a program with non-profits regarding disposing of lots acquired by the City for affordable housing and that he believes that Housing is working create a revolving loan to assist them to construct new homes. Mr. Johnson responded that there is approximately $600,000 of NSP funding that will be made available to non-profit developers to construct new homes. The developer is required to provide 33% of the funding for a new construction and the City is required to provide 66% or up to $100,000 per new home constructed.

**Action:** No action taken.

**Discussion of Pinellas County Florida Supportive Housing Projections, Financial Modeling and Resource Analysis, Councilmember Amy Foster**

Councilmember Foster presented a PowerPoint prepared by CSH a HUD approved technical advisor. She discussed what is considered supportive housing and its types, the key components of Supportive Housing, the clientele whom are served by Supportive Housing (Seniors, Transitional Age Youth, Veterans, People with Mental Issues and O). The presentation reflects that benefits of Supportive Housing are that ER visits down (57%), Emergency detox services down (85%), Incarceration rate down (50%), Earned income increased (50%), Rate of employment when employment services are provided rose (40%) and Tenants still housed after a year rose more than (80%).

Councilmember Foster discussed that Supportive Housing Projections for Pinellas County reflected that there was a Supportive Housing need for Individuals (1520 Units), Supportive Housing for Families (29 Units and Total Supportive Housing Needs of (1549 Units). Of the total number, 102 persons with Unaccompanied Youth. Councilmember Foster discussed that the reason for the low numbers was the St. Petersburg Housing Authority, Pinellas County School Board, and the Veterans Administration did not participate in the survey. The Chief Executive Officer of the St. Petersburg Housing Authority was removed from the Committee for not meeting attendance requirements and replaced by the Chief Executive Officer of the Pinellas Housing Authority.

Councilmember Gerdes asked if in the Supportive Housing Approach, would the services number either stay the same or increase. Councilmember Foster responded that if the City took service commitments out of this we can still come up with a number.

Councilmember Gerdes asked if we took $13 million and repurposed it to address projections, how do we as a create momentum, and what is the first step to making that happen? Councilmember Foster responded that maybe First Tee or other programs money can come out of a different funding source, and all capital money can go to housing.

Chair Rice discussed that City’s staff does a great job of pursuing grants, and that most of the leadership change comes from this Committee and Council to do a heavier lift to do what needs to be done, and that staff needs more direction from the Committee and City Council.
Councilmember Foster discussed that the City has to prioritize on what money is spent. Mr. Johnson discussed that CDBG funding can be used for the rehabilitation of properties that is used for affordable housing, but cannot be used to construct new affordable housing.

**Action:** The Committee requested that the St. Petersburg Housing Authority be asked to meet with the Committee at an upcoming meeting

**Update from Stephanie Lampe about the Affordable Housing Advisory Committee meetings**

Ms. Lampe provided an update that the Affordable Housing Advisory Committee meets once every three years to review its ordinances, land development regulations, or other planned provisions to determine how to provide more affordable housing. The Committee met on January 17, 2018 and January 24, 2018. The next meeting is scheduled for February 2, 2018, with a presentation to Housing, Land Use and Transportation Committee on February 22, 2018, and a public hearing before City Council on March 1, 2018.

Chair Rice discussed a resolution of City Council supporting the preliminary findings and recommendations related to the implementation of the Regional Transit Feasibility Plan and its identified Catalyst Project that will be taken up at the February 8, 2018 meeting.

**Action:** No action taken

**Next meeting:** The next meeting is scheduled to be held on February 22, 2018, beginning at 10:30 a.m.

**Topics:**

1) Disposition of lots acquired through foreclosure
2) Requested changes to Option D Special Assessment Lien Release

Committee Members
Darden Rice, Chair
Lisa Wheeler-Bowman, Vice-Chair
Amy Foster, Councilmember
Charlie Gerdes, Councilmember
Brandi Gabbard, Councilmember-Alternate
To: The Honorable Lisa Wheeler-Bowan, Chair, and Members of City Council

Subject: Accepting a bid from Ajax Paving Industries of Florida LLC for the Citywide Street Milling and Resurfacing FY2018 Project, in the amount of $3,389,768.40, (Engineering Project No. 18003-130; Oracle Project Numbers 16179 and 16216).

Explanation: The Procurement Department received four bids for the Citywide Street Milling and Resurfacing FY18 Project. The bids were opened on December 19, 2017 and are tabulated as follows:

<table>
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<th>Bidders</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Ajax Paving Industries of Florida LLC (North Venice, Florida)</td>
<td>$3,389,768.40</td>
</tr>
<tr>
<td>Hubbard Construction Company (Winter Park, Florida)</td>
<td>$3,398,050.85</td>
</tr>
<tr>
<td>The Lane Construction Corporation (Eaton Park, Florida)</td>
<td>$3,690,029.70</td>
</tr>
<tr>
<td>Preferred Materials, Inc. (Tampa, Florida)</td>
<td>$4,116,763.55</td>
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The contractor will provide all labor, materials, and equipment necessary to perform street milling, street resurfacing, alley and parking lot resurfacing, and all related operations at various locations within the City. The work includes approximately 29,000 tons of asphalt and 375,000 SY of milling. Surface adjustment of manhole rings and restoration of traffic signal controller loops will also be required.

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

Ajax Paving Industries of Florida LLC (North Venice, FL) $3,389,768.40

Ajax Paving Industries of Florida LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6741. Ajax has satisfactorily performed similar work for the City of St. Petersburg, Hillsborough County and Pinellas County. Managers of the firm are James A. Jacob and Michael Alan Horan. In addition, Ajax Paving Industries of Florida LLC has agreed to comply the Living Wage Ordinance. Their compliance with this ordinance did not change their price.

City Code Sec 2-298.5 Major Construction Project requires contractors to employ disadvantaged workers for at least 10 percent of the work hours on a project with a bid value of $2,000,000, or more. Ajax Paving Industries of Florida LLC proposes to employ disadvantaged workers to meet the 10 percent minimum requirement and estimates the project will include 1,525 hours of work for disadvantaged workers.

City Code Sec 2-296 Major Construction Project Requirements requires contractors to employ apprentices for at least 10 percent of all hours of work on a major construction project of $2,000,000 or more. Ajax Paving Industries of Florida LLC proposes to employ apprentice workers to meet the 10 percent minimum requirement and estimates the project will include 1,525 hours of work for apprentice workers.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within one hundred eighty (180) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027), Street and Road Improvement Project (16179) and the Recreation and Culture Imp. Fund (3029), Parking Lot Improvements FY18 Project (16216).

Attachments: Resolution

Approvals:
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO AJAX PAVING INDUSTRIES OF FLORIDA LLC ("AJAX") FOR THE CITYWIDE STREET MILLING AND RESURFACING FY2018 PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED $3,389,768.40; PROVIDING THAT THE AGREEMENT WILL INCLUDE A PROVISION REQUIRING AJAX TO COMPLY WITH THE LIVING WAGE ORDINANCE; AUTHORIZING THE MAYOR OR HIS 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 Citywide Street Milling and Resurfacing FY18 Project pursuant to Bid No. 6741, dated November 16, 2017; and

WHEREAS, Ajax Paving Industries of Florida LLC ("Ajax") has met the specifications, terms and conditions of Bid No. 6741; and

WHEREAS, Ajax has agreed to comply with the Living Wage Ordinance without a change to its bid price; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering & Capital Improvements Department recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to Ajax Paving Industries of Florida LLC ("Ajax") for the Citywide Street Milling and Resurfacing FY2018 Project for a total amount not to exceed $3,389,768.40 is hereby approved.

BE IT FURTHER RESOLVED that the agreement will include a provision requiring Ajax to comply with the Living Wage Ordinance.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00357723
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a three-year renewal of Microsoft licenses from SHI International Corp. for the Department of Technology Services and the Police Department, for a total cost of $2,154,509.91.

Explanation: This purchase is being made from Florida State Contract No. 43230000-15-02.

In 2014, City Council approved a three-year agreement with Microsoft through SHI International Corp. for the procurement of Microsoft Office 365 licenses. This renewal includes a one-time credit of $61,065.00 for previous purchases to be applied in year one of the new agreement. This agenda item is the renewal of the existing contract.

The vendor will provide enterprise-software licenses for Microsoft Office 365 users, including archiving and enterprise mobility and security services. These provide access to the Microsoft Exchange email system in the cloud, Microsoft Office products, including Word, Excel, PowerPoint, SharePoint, Enterprise Mobility & Security protection, Advanced Threat Analytics and unlimited storage for archival of emails and eDiscovery.

This purchase also includes the Virtual Desktop Access (VDA) licenses for the City's virtual-desktop users, the on-premises license for SharePoint, which hosts the City's Intranet, and Software Assurance for the SQL Server Enterprise environment used by the Police Department's Intergraph CAD/RMS system. The City utilizes the Intergraph software to provide services for the Police Dispatch and Records Management Systems.

The Procurement Department, in cooperation with the Department of Technology Services and Police Information Technology Services recommends an award utilizing Florida State Contract No. 43230000-15-02:

<table>
<thead>
<tr>
<th>SHI International Corp. (Somerset, NJ)</th>
<th>$2,154,509.91</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$677,459.97</td>
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<tr>
<td>2nd year</td>
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<td>738,524.97</td>
</tr>
<tr>
<td>Total</td>
<td>$2,154,509.91</td>
</tr>
</tbody>
</table>

SHI International Corp. has met the specifications, terms and conditions of Florida State Contract No. 43230000-15-02. This purchase is made in accordance with Section 2-256(2) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively-bid contracts of other governmental entities. The renewal is effective through January 31, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology and Infrastructure Fund (5019) Department of Technology Services, Network Support (850-2565) and the General Fund (0001) Police Department, Information & Technology Services (140-1401).

Attachments: Quote (9 pages)
             Resolution

Approvals:

Administrative

Budget
<table>
<thead>
<tr>
<th>Product Description</th>
<th>Qty</th>
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<tbody>
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<td>Note: Annual Payment - Year 1</td>
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<tr>
<td>Microsoft has agreed to provide $61,065.00 in credits for Year 1. SHI anticipates a formal agreement/amendment will accompany the final documentation at renewal</td>
<td>1</td>
<td>($61,065.00)</td>
<td>($61,065.00)</td>
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</tbody>
</table>

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.
### CITY OF SAINT PETERSBURG

**Muslim Gadiwalla**  
14th Street North  
St. Petersburg, FL 33701  
UNITED STATES  
Phone: (727) 893-7057  
Fax  
Email: Muslim.Gadiwalla@stpete.org

**Inside Account Manager**  
Shaina Chinchilla  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Shaina.Chinchilla@shi.com

All Prices are in US Dollar (USD)

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
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<th>Total</th>
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| Microsoft - Part#: AAA-10756  
**Contract Name**: Licensing Solutions Providers (LSP) of Microsoft Software and Services  
**Contract #:** 43230000-15-02  
**Coverage Term**: 2/1/2019 – 3/31/2020  
**Note**: Annual Payment - Year 2 |
| M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr - Library Users                | 84  | $170.88    | $14,841.12 |
| Microsoft - Part#: AAA-10756  
**Contract Name**: Licensing Solutions Providers (LSP) of Microsoft Software and Services  
**Contract #:** 43230000-15-02  
**Coverage Term**: 2/1/2019 – 3/31/2020  
**Note**: Annual Payment - Year 2 |
| O365E1 ShrdSvr ALNG SubsVL MVL PerUsr w/ Outlook                     | 200 | $78.36     | $15,676.00 |
| Microsoft - Part#: U4S-00002  
**Contract Name**: Licensing Solutions Providers (LSP) of Microsoft Software and Services  
**Contract #:** 43230000-15-02  
**Coverage Term**: 2/1/2019 – 3/31/2020  
**Note**: Annual Payment - Year 2 |
| EnlMobandSecE3Full ShrdSvr ALNG SubsVL MVL PerUsr - Library & E1 Users| 200 | $51.32     | $18,264.00 |
| Microsoft - Part#: AAA-10732  
**Contract Name**: Licensing Solutions Providers (LSP) of Microsoft Software and Services  
**Contract #:** 43230000-15-02  
**Coverage Term**: 2/1/2019 – 3/31/2020  
**Note**: Annual Payment - Year 2 |
| O365F1 ShrdSvr ALNG SubsVL MVL PerUsr                                | 1000| $30.48     | $30,480.00 |
| Microsoft - Part#: TPA-00001  
**Contract Name**: Licensing Solutions Providers (LSP) of Microsoft Software and Services  
**Contract #:** 43230000-15-02  
**Coverage Term**: 2/1/2019 – 3/31/2020  
**Note**: Annual Payment - Year 2 |
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<td>$92,687.58</td>
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</table>
Note: Annual Payment - Year 2

<table>
<thead>
<tr>
<th>Product</th>
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Microsoft - Part# 4ZF-00019

Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
Contract #: 43230000-15-02
Coverage Term: 2/1/2019 – 3/31/2020
Note: Annual Payment - Year 2

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Total $738,524.97

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CITY OF SAINT PETERSBURG

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UNITED STATES
Phone: (727) 893-7057
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Email: Muslim.Gadiwalla@stpete.org

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All Prices are in US Dollar (USD)

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<th>Product</th>
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<th>Your Price</th>
<th>Total</th>
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<td>M365E3 ShrdSvr ALNG SubsVL MVL PerUsr</td>
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| Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
| Contract #: 43230000-15-02                                           |     |            |           |
| Coverage Term: 2/1/2020 – 1/31/2021                                  |     |            |           |
| Note: Annual Payment Year 3                                          |     |            |           |
| M365E3 ShrdSvr ALNG SubsVL MVL PerUsr - Library Users                | 84  | $176.88    | $14,841.12 |
| Microsoft - Part#: AAA-10755                                         |     |            |           |
| Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
| Contract #: 43230000-15-02                                           |     |            |           |
| Coverage Term: 2/1/2020 – 1/31/2021                                  |     |            |           |
| Note: Annual Payment Year 3                                          |     |            |           |
| O365E1 ShrdSvr ALNG SubsVL MVL PerUsr w/ Outlook                     | 200 | $78.38     | $15,676.00 |
| Microsoft - Part#: U4S-00002                                         |     |            |           |
| Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
| Contract #: 43230000-15-02                                           |     |            |           |
| Coverage Term: 2/1/2020 – 1/31/2021                                  |     |            |           |
| Note: Annual Payment Year 3                                          |     |            |           |
| EntMobandSecE3Full ShrdSvr ALNG SubsVL MVL PerUsr - Library & E1 Users | 200 | $11.32     | $18,264.00 |
| Microsoft - Part#: AAA-10732                                         |     |            |           |
| Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
| Contract #: 43230000-15-02                                           |     |            |           |
| Coverage Term: 2/1/2020 – 1/31/2021                                  |     |            |           |
| Note: Annual Payment Year 3                                          |     |            |           |
| O365F1 ShrdSvr ALNG SubsVL MVL PerUsr                                | 1000| $30.48     | $30,480.00 |
| Microsoft - Part#: TPA-00001                                        |     |            |           |
| Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services
<p>| Contract #: 43230000-15-02                                           |     |            |           |
| Coverage Term: 2/1/2020 – 1/31/2021                                  |     |            |           |
| Note: Annual Payment Year 3                                          |     |            |           |</p>
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**Contract Name:** Licensing Solutions Providers (LSP) of Microsoft Software and Services  
**Contract #:** 43230000-15-02  
**Coverage Term:** 2/1/2020 – 1/31/2021  
**Note:** Annual Payment Year 3

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The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.
A RESOLUTION APPROVING A THREE-YEAR RENEWAL OF MICROSOFT LICENSES FROM SHI INTERNATIONAL CORP. FOR THE DEPARTMENT OF TECHNOLOGY SERVICES AND THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED $2,154,509.91; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2014, City Council approved an agreement with SHI International Corp., for three-year agreement with Microsoft through SHI International Corp. for Microsoft 365 licenses for the Department of Technology Services and the Police Department; and

WHEREAS, the City desires to renew the agreement for another three-year term; and

WHEREAS, the Procurement Department in cooperation with the Department of Technology Services and the Police Department recommends approval of this renewal.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the three-year renewal of Microsoft Licenses from SHI International Corp. for the Department of Technology Services and the Police Department at a total cost not to exceed $2,154,509.91 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.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Ferris Pools Inc. for pool maintenance services for the Parks and Recreation Department, at an estimated two-year cost of $200,000, for a total contract amount of $538,200.

Explanation: On March 19, 2015, City Council approved a three-year agreement for pool maintenance services in the amount of $223,200. The agreement is effective through March 31, 2018. The agreement has one, two-year renewal. On May 4, 2017, City Council approved an increase in allocation of $115,000. This is the final renewal.

The contractor provides all labor, materials, equipment and tools to maintain eight neighborhood swimming pool facilities and the Dell Holmes Splash Pad. Services include water quality testing, and the maintenance and repair of equipment, such as pumps, motors, circulation/filtration systems, ladders, handrails, guard chairs and water recreation equipment.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for renewal:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Original agreement amount</td>
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<td>Allocation increase request</td>
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<td>Final renewal</td>
<td>200,000</td>
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<tr>
<td>Total contract amount</td>
<td>$538,200</td>
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Ferris Pools Inc. has agreed to hold rates firm under the same terms and conditions of RFQ No. 5630, dated January 6, 2015. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through February 28, 2020.

Cost/Funding/Assessment Information: Funds have been appropriated in the General Fund (0001) and the Recreation and Culture Capital Fund (3029)

Attachments: Bid Tabulation
             Resolution

Approvals:

Administrative: [Signature]
Budget: [Signature]
### Clear Tech, Inc.
**St. Petersburg, FL**
Terms: Net-30 Days
- **Line No.**
- **Pool Name**
- **EAU**
- **UOM**
- **Unit Price**
- **Extended Price**

<table>
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<tr>
<th>Line No.</th>
<th>Pool Name</th>
<th>EAU</th>
<th>UOM</th>
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<td>MO</td>
<td>618.00</td>
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<tr>
<td>3</td>
<td>Lake Vista Pool</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
<tr>
<td>4</td>
<td>E. H. McLin Pool</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
<tr>
<td>5</td>
<td>Jennie Hall Pool</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
<tr>
<td>6</td>
<td>Childs Park Pool</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
<tr>
<td>7</td>
<td>Walter Fuller Pool</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
<tr>
<td>8</td>
<td>Northwest Pool</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
<tr>
<td>9</td>
<td>Dell Holmes Splash Pad</td>
<td>12</td>
<td>MO</td>
<td>618.00</td>
<td>7,416.00</td>
</tr>
</tbody>
</table>

**Subtotal:** 66,744.00

### Ferris Pools, Inc.
**South Pasadena, FL**
Terms: Net-30 Days
- **Line No.**
- **Pool Name**
- **Unit Price**
- **Extended Price**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Pool Name</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fossil Park Pool</td>
<td>750.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Shore Acres Pool</td>
<td>400.00</td>
<td>4,800.00</td>
</tr>
<tr>
<td>3</td>
<td>Lake Vista Pool</td>
<td>750.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>4</td>
<td>E. H. McLin Pool</td>
<td>750.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Jennie Hall Pool</td>
<td>400.00</td>
<td>4,800.00</td>
</tr>
<tr>
<td>6</td>
<td>Childs Park Pool</td>
<td>925.00</td>
<td>11,100.00</td>
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<tr>
<td>7</td>
<td>Walter Fuller Pool</td>
<td>750.00</td>
<td>9,000.00</td>
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<td>8</td>
<td>Northwest Pool</td>
<td>725.00</td>
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<tr>
<td>9</td>
<td>Dell Holmes Splash Pad</td>
<td>750.00</td>
<td>9,000.00</td>
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</table>

**Subtotal:** 74,400.00

### Riptide Pool Services, Inc.
**St. Petersburg, FL**
Terms: 2%-10 Days
- **Line No.**
- **Pool Name**
- **Unit Price**
- **Extended Price**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Pool Name</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fossil Park Pool</td>
<td>900.00</td>
<td>10,800.00</td>
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<tr>
<td>2</td>
<td>Shore Acres Pool</td>
<td>849.00</td>
<td>10,188.00</td>
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<tr>
<td>3</td>
<td>Lake Vista Pool</td>
<td>849.00</td>
<td>10,188.00</td>
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<tr>
<td>4</td>
<td>E. H. McLin Pool</td>
<td>849.00</td>
<td>10,188.00</td>
</tr>
<tr>
<td>5</td>
<td>Jennie Hall Pool</td>
<td>625.00</td>
<td>7,500.00</td>
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<td>6</td>
<td>Childs Park Pool</td>
<td>1,000.00</td>
<td>12,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Walter Fuller Pool</td>
<td>849.00</td>
<td>10,188.00</td>
</tr>
<tr>
<td>8</td>
<td>Northwest Pool</td>
<td>900.00</td>
<td>10,800.00</td>
</tr>
<tr>
<td>9</td>
<td>Dell Holmes Splash Pad</td>
<td>800.00</td>
<td>9,600.00</td>
</tr>
</tbody>
</table>

**Subtotal:** 91,452.00

### Labor Rates
- **Labor Rate 8:00 a.m. - 5:00 p.m., Monday-Friday. Per man hour**
  - 50.00
- **Labor Rate 5:00 p.m. - 8:00 a.m., Monday-Friday, Per man hour**
  - 50.00
- **Labor Rate: Saturday, Sunday & City Recognized Holidays. Per man hour**
  - 70.00
A RESOLUTION APPROVING THE TWO-YEAR RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH FERRIS POOLS INC. IN THE AMOUNT OF $200,000, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $538,200 FOR POOL MAINTENANCE SERVICES FOR THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 19, 2015, City Council approved a three-year agreement (Blanket Agreement) with Ferris Pools Inc. to provide pool maintenance services for eight neighborhood swimming pool facilities for the Parks and Recreation Department; and

WHEREAS, on May 4, 2017, City Council approved an increase in allocation of $115,000; and

WHEREAS, this agreement has a single, two-year renewal option, in the amount of $200,000, for a total contract amount of $538,200; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation Department recommends this increase in the agreement amount.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the two-year renewal option to the blanket purchase agreement with Ferris Pools Inc. in the amount of $200,000, for a total contract amount not to exceed $538,200 for pool maintenance services for the Parks and Recreation Department is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or Mayor's designee is hereby 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)
00357017
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Forest Recovery Services, LLC for debt collection services, at an estimated annual cost of $87,000 for a total contract amount of $444,000.

Explanation: On February 1, 2015, administration approved a three-year blanket purchase agreement for debt collection services through January 31, 2018. The agreement has one, two-year renewal option. On November 10, 2016, City Council approved an allocation increase in the amount of $180,000. This is the first and final renewal.

The vendor provides debt collection services for accounts that are over 60 days past due, to include, City invoices, City utilities, cost or other type judgements, parking tickets, and returned checks. The percentage of commission paid to the vendor is 19.5 percent for all accounts, and 40 percent for accounts requiring legal action. Since the inception of the agreement, the vendor has recovered over $821,000 in debt.

The Procurement Department, in cooperation with the Billing and Collections Department, recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>$90,000</td>
</tr>
<tr>
<td>Allocation increase request</td>
<td>$180,000</td>
</tr>
<tr>
<td>1st renewal</td>
<td>$174,000</td>
</tr>
<tr>
<td>New contract total amount</td>
<td>$444,000</td>
</tr>
</tbody>
</table>

The vendor has agreed to renew under the same terms and conditions of RFP No. 7703, dated August 5, 2014. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through February 28, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Billing & Collections Fund (5201), Billing & Collections City Collections division (3501989) False Alarm Collections (3502029); the General Fund (0001) Neighborhood Services Codes Compliance (1101125), Parking Revenue Fund (1021) Transportation & Parking Management Parking Citation Payment Office (2811961), Marina Operating Fund (4041), Downtown Enterprise Facilities Marina (2821885), Jamestown Complex Fund (4081) Downtown Enterprise Facilities Jamestown Complex Management (2821113).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH FOREST RECOVERY SERVICES, LLC FOR DEBT COLLECTION SERVICES FOR THE BILLING AND COLLECTION DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $174,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $444,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2015, Administration approved a three-year agreement ("Agreement") with one two one-year renewal option to Forest Recovery Services, LLC for debt collection services pursuant to RFP No. 7703, dated August 5, 2014; and

WHEREAS, on November 10, 2016, City Council approved an increase to the allocation for this agreement in the amount of $180,000 for a total contract amount not to exceed $270,000; and

WHEREAS, Administration desires to amend the Agreement to exercise the sole renewal option for an amount not to exceed $174,000 for the renewal term; and

WHEREAS, Forest Recovery Services, LLC has agreed to hold prices firm under the terms and conditions of RFP No. 7703; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Billing and Collections Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the agreement with Forest Recovery Services, LLC for debt collection services for the Billing and Collections Department to extend the term and increase the contract price for the renewal term in an amount not to exceed $174,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $444,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00357513
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Awarding an agreement to Stantec Consulting Services, Inc. for the Tiered Stormwater Utility Rate Development and Implementation, at an estimated contract cost of $422,416; approving a supplemental appropriation in the amount of $362,416 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement and Traffic Operations Department (400), Tiered Utility Rate Study Project (16244); and providing an effective date.

Explanation: On August 22, 2017, the City issued a Request for Qualifications, RFQ 6630, Consulting Services, Tiered Stormwater Utility Rate Development and Implementation. The City received one (1) Statement of Qualifications (SOQs) from Stantec Consulting Services, Inc. (Stantec).

The SOQ was evaluated based on the following criteria: background and experience, project approach, relevant project examples; and small, minority, woman and disadvantaged business enterprise.

The evaluation committee members were:

Brejesh Prayman, PE, Director, Engineering and Capital Improvements Department (Chair)
Anne Fritz, Director, Finance
Tom Greene, Director, Budget & Management
Tammy Jerome, Director, Billing & Collections
John Norris, Director, Stormwater, Pavement Traffic Operations
Carlos Frey, PE, Stormwater & Environmental Design Manager, Engineering and Capital Improvements Department
Elizabeth Makofske, Business Services Manager, Public Works Administration

The committee met on October 18, 2017, and determined that the consultant was qualified for the project. Since only one firm had applied, the committee agreed that it was appropriate for Engineering and Capital Improvements to begin negotiations with Stantec.

The consultant will perform digital mapping of all residential, nonresidential and commercial properties within the City limits. These include: delineation of impervious areas; provide impervious area calculations; review current and historic financial data and customer billing statistics, provide a Revenue Sufficiency Analysis; perform a Cost of Service Analysis; calculate residential and non-residential tiered rates; participate in Public Outreach Meetings/Programs; develop Public User Interface for review of proposed changes; develop, interface and implement rate structure into City's Utility Billing System; develop public user interface for logging and evaluating corrections to their impervious surface conditions; and develop a process for modifying billings based on site improvements/adjustments.

Administration has negotiated an Architect/Engineering Agreement with Stantec Consulting Services, Inc. for $422,416 for completion of the Tiered Stormwater Utility Rate Development and Implementation. The consultant has performed rate studies for the City previously.

Recommendation: Administration recommends that City Council approve the agreement with Stantec Consulting Services, Inc.
Cost/Funding/Assessment Information: Funds in the amount of $60,000 have been previously appropriated in the Stormwater Utility Operating Fund (4011), Tiered Utility Rate Study Project (16244) for the annual stormwater rate study. Additional funding will be available after the approval of a supplemental appropriation in the amount of $362,416 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement and Traffic Operations Department (400), Tiered Utility Rate Study Project (16244). (Engineering Project Number 17102-120).

Attachments: Technical Evaluation (5 pages)
Meeting Minutes (2 pages)
Agreement (29 pages)
Resolution

Approvals:
RESOLUTION NO. 2018--

A RESOLUTION APPROVING THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND STANTEC CONSULTING SERVICES, INC. ("A/E") FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE TIERED STORMWATER UTILITY RATE DEVELOPMENT AND IMPLEMENTATION PROJECT ("A/E AGREEMENT") IN AN AMOUNT NOT TO EXCEED $422,416; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARCHITECT/ENGINEERING AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $362,416 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER UTILITY OPERATING FUND (4011) TO THE STORMWATER, PAVEMENT AND TRAFFIC OPERATIONS DEPARTMENT (400), TIERED UTILITY RATE STUDY PROJECT (16244); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") issued a Request for Qualifications ("RFQ") for Consulting Services, Tiered Stormwater Utility Rate Development and Implementation on August 22, 2017; and

WHEREAS, the City received one (1) statement of qualification (SOQ) from Stantec Consulting Services, Inc. ("Stantec") in response to the RFQ; and

WHEREAS, the selection committee (Brejesh Prayman, Anne Fritz, Tom Greene, Tammy Jerome, John Norris, Carlos Frey, and Elizabeth Makofske) met on October 18, 2017, to discuss the SOQ and the committee determined that the sole respondent met the qualifications of the RFQ and motioned to begin negotiations with respondent; and

WHEREAS, the City wishes to contract with Stantec for Stantec to provide professional engineering services for the Tiered Stormwater Utility Rate Development and Implementation Project and Stantec wishes to accept such duties and responsibilities pursuant to the terms and conditions set forth in the Architect/Engineering Agreement.

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, and Stantec Consulting Services, Inc. for Stantec to provide professional engineering services for the Tiered Stormwater Utility Rate Development and Implementation Project in an amount not to exceed $422,416 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Architect/Engineering Agreement and all other documents necessary to effectuate this transaction.
BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Stormwater Utility Operating Fund (4011) the following supplemental appropriation for FY18:

Stormwater Utility Operating Fund (4011)
Stormwater, Pavement and Traffic Operations Department (400)
Tiered Utility Rate Study Project (16244) $362,416

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Jane Wallace
City Attorney (designee)

Administration

Budget
Summary Work Statement

The City received one Statement of Qualifications (SOQs) for RFQ 6630 Tiered Stormwater Utility Rate Development and Implementation. The successful firm will provide digital mapping of all residential, nonresidential and commercial properties within the city limits. The consultant's performance will, at a minimum, consist of mapping services, which include delineation of impervious areas; provide impervious area calculations, review customer billing statistics, conduct a revenue sufficiency analysis, public outreach; and develop user friendly interfaces for residents to check impervious areas and rates. Services will be conducted in accordance with the City's goals to develop an equitable, tiered rate for the City's stormwater utility. The SOQ was received from:

1. Stantec Consulting Services, Inc.

Evaluation Committee

Evaluation of the SOQ was conducted by the following team members:

- Anne Fritz, Director, Finance
- Tom Greene, Director, Budget & Management
- Tammy Jerome, Director, Billing & Collections
- John Norris, Director, Stormwater, Pavement Traffic Operations
- Carlos Frey, PE, Stormwater & Environmental Design Manager, Engineering and Capital Improvements Department
- Elizabeth Makofske, Business Services Manager, Public Works Administration

Evaluation Criteria

The SOQ was 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 the firm and a summary of the strengths and weaknesses as reported after the initial, independent review by the team members.

Stantec Consulting Services Inc. maintains its company headquarters in Edmonton, Alberta Canada. The office that will serve the City is in Tampa and has approximately 108 local employees. Overall the firm has approximately 16,641 employees. Stantec has been registered with the Florida Department of State, Division of Corporations, since 2001, as Stantec Consulting Group Inc. In 2005 the name was changed to the current Stantec Consulting Services Inc.

Strengths include: A large firm with significant national experience, including a vast experience with rate studies; very strong team; has performed substantial work for the City, with excellent reporting and computations in reports. Details are provided in a timely manner. Thorough knowledge of the City's rate structures and utilities through prior experience; GIS technologies they use are capable of layering
impervious and pervious surfaces; understands the City's deliverables and demonstrates integrity and capability. Knowledgeable and experienced working with municipalities similar to the City; has history with the City and understands the City's direction. Good local Tampa Bay area and national experience; Very responsive and reliable; successfully implemented multiple tiered rate studies, which are a fairly new process; other rate studies with credits have been successfully implemented; vision is consistent with the City's direction. Very responsive and reliable firm. Mr. Andrew Burnham is an excellent public speaker and does an excellent job in presenting to Council and James Hale has knowledge of utility billing systems, in addition to GIS, and is familiar with the City's Sunguard system.

Sub-consultants: All are City certified Small Business Enterprises. Applied Sciences Consulting, Inc., is a civil and environmental engineering firm specializing in water management and sustainable solutions. They are GIS experts performing quality control review of impervious area calculations and assisting with digital mapping of parcels in the City.

Lago Consulting and Services, LLC provides GIS resources for digital mapping and additional quality control. Lago has programming expertise to assist in website development. Lago Consulting is a state certified woman/minority owned business.

Goodwin Marketing Group LLC, dba G2 Marketing will develop a public education and outreach program and ultimately will lead to the implementation of a program that include development of material and the facilitation of meetings with residents and businesses.

Weaknesses include: The outreach component of Stantec's SOQ needs greater details; the outreach schedule and the development of the outreach program is a concern. G2 identified one individual, the principal, Greg Goodwin, as leading the outreach portion of the work; will other assets be devoted to the outreach component? There is concern about the implementation schedule for development of the public interface; and implementation of the rate structure into the City's utility billing system is proposed to begin in April 2018 and is to be completed in August 2018; need to initiate earlier so that everything is ready for October 1, 2018, effective date of the new tier rate structure. Need to develop a review process to work in concert with the City's review process for rates. Stantec has not previously developed a public user interface for the City. These concerns can be addressed in negotiations with Stantec. Stantec's familiarity with the City means no "fresh eyes" will be involved in the process. Outreach must educate our citizens because this is a big change.

The Statement of Qualifications meets the RFQ requirements.

Recommendation for Award

On October 18, 2017, the evaluation committee deliberated to discuss the Stantec SOQ. Stantec meets the requirements of RFQ No. 6630 and has been determined to be the most advantageous to the City, taking into consideration its years of providing these services to the City and the evaluation criteria set forth in the RFQ. The City will initiate negotiations with Stantec and upon agreement will present it to Council for approval.

The firm was selected for the following reasons:

- Very large firm with strong team.
- Staff assigned is of the highest quality.
- Sub-consultant team has significant experience with stormwater programs.
- Local office in Tampa allows for easy access and quick response.
- Project is urgent and firm's current knowledge of previous rate studies for the City, stormwater utility billing rates and calculations will hasten the preparation of the study and implementation of the new rate schedule.
Brijesh Prayman, Chair

Anne Fritz, Committee Member

Tammy Jerome, Committee Member

Liz Makofske, Committee Member

Carlos Frey, Committee Member
Title: RFQ No. 6630: Tiered Stormwater Utility Rate Development and Implementation
Meeting Date: Wednesday, October 18, 2017
Time: 10:15 a.m.
Place: Municipal Services Center, Conference Room 700

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Evaluation Committee in attendance: Brejesh Prayman, Chair; Ann Fritz, Finance; Tom Greene, Budget; Tammy Jerome, Billing and Collections; John Norris, SPTO; Liz Makofske, Public Works Admin; Carlos Frey, Eng &amp; Capital Imps; Louis Moore, Procurement &amp; Supply Management (advisory); Jane Wallace, Legal Dept (advisory); Michael Schlesinger, Procurement &amp; Supply Management (advisory)</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td></td>
</tr>
<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 (MS)</td>
<td></td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 (MS)</td>
<td></td>
</tr>
<tr>
<td>d. Identify Chairperson (Brejesh Prayman)</td>
<td></td>
</tr>
<tr>
<td>e. CCNA – FS 287.055 (MS)</td>
<td></td>
</tr>
<tr>
<td>2. Evaluations of Statement of Qualifications (Strengths and Weaknesses)</td>
<td>Motion by Carlos Frey to accept Stantec Consulting Services, Inc. for services to perform the tiered rate study and to negotiate a contract; Seconded by John Norris</td>
</tr>
<tr>
<td>a. Stantec Consulting Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>3. Short-list</td>
<td></td>
</tr>
<tr>
<td>a. Stantec Consulting Services, Inc.</td>
<td>Affirmative Unanimous</td>
</tr>
</tbody>
</table>
4. Clarifications/Questions

Negotiations will commence with Stantec and if successful, the negotiated agreement will be presented to City Council for approval.

The work of the Evaluation Team being complete, the team is dissolved.

5. Adjournment
THIS ARCHITECT/ENGINEERING AGREEMENT ("Agreement"), made and entered into this _____ day of __________, 20__ ("Execution Date"), by and between the City of St. Petersburg, Florida (the "City") and Stantec Consulting Services, 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 Stantec Consulting Services, 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 mean 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 Tiered Stormwater Utility Rate Development and Implementation.

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 This Agreement shall commence on the Execution Date and shall be completed when the A/E has completed the Scope of Services and provided all the Deliverables required by and in accordance with this Agreement ("Term"), unless this Agreement 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 the Project shall be designed, constructed, and operated.

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 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.

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 the fees and costs set forth in Appendix B, provided however that the total amount of fees and costs paid to the A/E by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed Four Hundred Twenty-Two Thousand Four Hundred Sixteen dollars ($422,416) ("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 thirty (30) 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.

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 NE pursuant to this Agreement with a limit of $1,000,000 per claim, 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
damages 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 their employees.
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, P.E., ENV SP
Manager, Stormwater and Environmental
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.
    Director, Engineering & Capital Improvements
Phone: (727) 892-5383
Fax: (727) 892-5476
Email: brejesh.prayman@stpete.org

A/E:

Stantec Consulting Services, Inc
777 S. Harbour Island Boulevard, Suite 600
Tampa, Florida 33605-3921
Attention: David Kemper, P.E., Senior Principal
Phone: (813) 223-9500
Fax: (813) 223-0009
Email: david.kemper@stantec.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 apart 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.

[Signature page follows]
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

A/E – STANTEC CONSULTING SERVICES, INC.

Sign: ___________________________
Print: ___________________________
Title: ___________________________

WITNESSES

Sign: ___________________________
Print: ___________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign: ___________________________
Print: Brejesh Prayman, P.E.
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)

______________________________
City Attorney (Designee)
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 of St. Petersburg (City) conveys stormwater to local bays and surface waters through its stormwater system. The City charges user fees based upon the amount of impervious surface found on properties. Currently, single family residential parcels are charged a flat rate based on a statistical sample. All other parcels are charged a fee based on square feet of impervious area with most measurements calculated in 1989. Newer technologies now provide the ability to more accurately map impervious surfaces in the City. In order to develop a more equitable rate structure, an update of the impervious area data using those new technologies is needed.

The study will be conducted in multiple phases as authorized by City Council: digital mapping of properties, an impervious area analysis, a financial study to include rate development, public outreach (to be conducted by City staff), and implementation activities.

Stantec will first digitally map all parcels in the City, including residential, commercial, industrial, governmental, and all other parcels within City limits. Then we will define all impervious surface areas for the parcels, and concurrently conduct a revenue sufficiency analysis and begin setting up the cost allocation and rate models using actual cost data and placeholder impervious area data. We will then integrate the actual impervious data to finalize cost allocations and develop specific rate calculations, tiers, and customer impacts. We will meet periodically with City staff to review assumptions, key issues, and results. When substantially complete results are available, we will meet with the Mayor and City Council via the Budget Finance & Taxation Committee. During the project, City staff will develop a public outreach program that will be implemented during the project, communicating key issues, information, and results to stakeholders in support of public hearings in February of 2019 for new rates to be effective April 1, 2019. Concurrently, we will also be developing a web portal, customer billing files, as well as a credits/incentives program and formal appeals process that will be available prior to implementation.

Phase 1: Impervious Surface Development

Task 1) Image Processing

Data Collection
In is anticipated we will acquire and compile the following datasets into a central geodatabase:
- Current Parcel Data – Pinellas County Property Appraiser
- 2017 4-Band Imagery (6 inch) – SWFWMD
- Current Address Points – Pinellas County
- Current Street Centerlines – Pinellas County

Image Segmentation
We will segment approximately 118 multispectral image tiles covering the entirety of the City or also known as the Area of Interest (AOI). This process will segment the images into objects having similar color shape and size characteristics. Then we will adjust parameters governing the amount of spectral and spatial detail until the segmentation most accurately delineates impervious features.
Image Classification
Stantec will create training samples throughout the area of interest that will be used to train the image classifier. An image classifier will be selected and the parameters will be adjusted to produce the most ideal results. Finally, the classifier will be run on each of the image tiles producing approximately 118 classified images. We will convert the segmented images into feature classes within a file geodatabase for final delivery.

Accuracy Assessment
Stantec will create a reference dataset to assess the accuracy of the classification against. A random sampling strategy will be used to select points in which to determine overall accuracy of the classification. Each point will be ground-truthed utilizing a sub-foot Trimble R2 GPS unit. We will post process the classified images to address any errors discovered in the assessment.

Task Deliverables:
- File Geodatabase containing feature classes representing the classified areas
- Approximately 118 classified TIFFs
- Field Verification Files

Phase 2: Impervious Surface Calculations

Task 2) Impervious Area Calculations

Parcel Database Development
The Pinellas County Property Appraiser database will be clipped to the City limits and further processed to create a parcel geodatabase feature class containing the following fields:
- Parcel ID
- Owner Name
- Mailing Address
- Site Address
- DOR Code
- DOR Description
- Parcel Square Feet
- Impervious Square Feet
- Percent Impervious

Single Family Residential Parcels
Stantec will clip and spatially join the classified images to approximately 72,000 single family residential parcels with the AOI. Next, we will conduct a thorough desktop analysis of each single family residential parcel and scrub the data for slivers and inaccuracies as visualized from a 1:600 ArcMap display scale. Impervious area will then be calculated for each property.

Non-Single Family Residential Properties
Similarly, we will clip and spatially join the classified images to approximately 6,000 non-single family residential parcels with the AOI. We will then conduct a thorough desktop analysis of each non-single family residential parcel and scrub the data for slivers and inaccuracies as visualized from a 1:600 ArcMap display scale. Impervious area calculations will then be calculated for each property.

QA/QC

Stantec will develop and implement a Quality Control and Assurance procedure to ensure geometric and attribution correctness. Checks will include:

- **Geometric**
  - Edge matching
  - Duplicate Geometries
  - Overlapping Geometries
  - Slivers

- **Attribution**
  - Completeness
  - Domain Restricted

We will perform random sample impervious surface calculations with manual desktop impervious surface calculations to ensure the accuracy threshold of 10% is met. The accuracy statement will be stated within the metadata and will support data transparency steps.

**Assumptions**

- Areas that meet the following criteria will be considered impervious:
  - Asphalt shingles, and concrete, tile, and metal roof structures.
  - Continuous asphalt and concrete sidewalk and driveway surfaces.
  - Stone, brick, lime rock, and other “pieced” hard sidewalk and driveway surfaces.
  - Decks and swimming pools.
  - Vehicles and other movable objects located on grass or bare earth will not be considered impervious.
  - Tree canopy and any other vegetative cover will not be considered impervious, except where an underlying surface or structure can reasonably be expected to exist, such as a driveway that can be observed on both sides of a tree canopy.
  - Mobile homes will be considered impervious:

- The study will rely on Pinellas County Property Appraiser data. The accuracy of this data may be suspect, and Stantec accepts no responsibility for errors in the deliverable data of this project, found to be resulting from errors in the underlying Property Appraiser data.

- Stantec will provide updated impervious square footages within this scope that are +/- 10% of the actual measured square footages. The accuracy specified herein does not apply to parcels determined to be wholly or partially obscured.
Tiered Stormwater Utility Rate Development and Implementation

- In some instances, tree canopy may make verification and/or mapping of some impervious surfaces impossible. These areas will be noted in the deliverable dataset as SO, for "Significant Obstruction". Manual verification services for these instances will consist of using Google Street View, property appraiser data, or other datasets found to be useful.

Task Deliverables:
   a) Technical memorandum documenting source data, procedures, assumptions, and limiting conditions relative to the development of impervious area
   b) File Geodatabase contain parcels with calculations and impervious surfaces clipped to parcel boundaries

Phase 3: Financial and Rate Study

Task 3) Review Current/Historic Financial and Billing Data

Prepare initial data requirements list, including samples of data provided as part of prior studies, as appropriate. Review current and historical financial data, system configuration/customer base, customer billing statistics, capital improvement programs and other relevant information. Request clarifications and additional information as required, and review supplemental data.

Task Deliverables:
   a) Data request list and sample data formats/files received from prior studies

Task 4) Revenue Sufficiency Analysis

Verify and input financial and billing data into Stantec's FAMS-XL financial forecasting module, run the model, and produce preliminary output, including a ten-year financial management program and schedule of proposed annual percentage rate adjustments (includes 1 meeting with City staff as well as one meeting with the Mayor). Results will include the following:

- Capital Improvements Program
  - Project listing by year
- Borrowing Program
  - Borrowing required to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs
  - Timing of bond(s)/loan(s) to provide required funds and/or refinancing
  - Annual debt service of bond issue(s)/loan(s)
- Revenue Sufficiency Analysis
  - Annual rate plan to provide sufficient revenues, including rate indexing options
  - Sensitivity analysis of alternative debt service coverage, capital transfers, and/or reserve levels
  - Detailed review and reconciliation of debt service coverage calculations (per bonds and for cash flow purposes)
- Sources and Uses of Funds Analysis
- Funds Analysis
  - Spend down limits (minimum reserve requirements) by fund
  - Beginning and ending funds balances by fund by year

Task Deliverables:
Tiered Stormwater Utility Rate Development and Implementation

c) Minutes/summaries from all meetings
d) Assumptions and results workbooks/outputs of financial model as needed during study
e) Presentation materials/graphics for use in meeting with Mayor (meeting will include discussion of all phases/tasks of the study, not just this specific task)

Task 5) Cost of Service Analysis

Link FY 2019 test-year line-item cost requirements from FAMS-XL financial forecasting module to a cost of service allocation module to allow for a detailed cost of service allocation to support the development of new rates by customer class (includes 1 meeting with City staff as well as one meeting with the Budget, Finance & Taxation (BF&T) Committee):

- Allocate FY 2019 cost of service into defined functions (i.e. customer, operations, capital, public engagement, etc.).
- Allocate costs of each function to residential and non-residential customer classes based upon units of service (i.e. impervious area, # of accounts, etc.)
- Review cost allocations with City staff and make adjustments to the cost allocations where appropriate.
- Compare cost of service allocations to revenue generated by current rates for each customer class.

Task Deliverables:

a) Minutes/summaries from all meetings
b) Assumptions and results workbooks/outputs of cost of service allocation model as needed during study
c) Presentation materials for use in meeting with BF&T (meeting will include discussion of all phases/tasks of the study, not just this specific task)

Task 6) Calculate Tiered Rates

Using the FY 2019 revenue requirement and cost of service allocations from Tasks 4 and 5, we will calculate residential and non-residential rates (includes 1 meeting with City staff as well as one meeting with the BF&T Committee):

- Review and reconcile FYE 2017 billing records for each account as compared to updated impervious area per Task 2.
- Quantify impacts of impervious area changes in terms of revenue and customer billings.
- Prepare impervious area property distribution to identify largest customers and inform residential impervious area tier sizing.
- Populate stormwater rate design model and evaluate updated rate schedules for the followings charges:
  o Potential for a customer charge
  o Alternative residential impervious area tier structures
  o Updated non-residential charges
  o Other as identified during the study.
- Prepare detailed customer/bill impact schedules, property impact distribution map, and updated rate schedules/adjustments as appropriate.
Tiered Stormwater Utility Rate Development and Implementation

- Review results with consulting team and perform adjustments.
- Review the preliminary results with City staff in an interactive work session.
- Make adjustments based upon input from City staff.

Task Deliverables:
- Minutes/summaries from all meetings
- Customer impact tables/maps and rate schedules as needed during study
- Presentation materials for use in meeting with BF&T (meeting will include discussion of all phases/tasks of the study, not just this specific task)

Phase 4: Public Outreach – To Be Conducted "In-House" By City Staff

Task 7) Conduct Public Outreach Meetings & Execute Program

While this task will be performed by City staff, Stantec will assist in the preparation of program briefing documents and presentations by providing readily available data analysis and/or graphics developed in other phases and tasks of the project.

Phase 5: Implementation Activities

Task 8) Develop Public User Interface For Review of Proposed Areas/Charges

Our team will lead the development of an interface to be hosted on the City’s website. We will work closely with your IT staff in order to provide these capabilities to your customers. We understand the important roles transparency and accuracy play in the rollout of a new tiered billing system. With that in mind, our GIS and Information Systems specialists will tap into the power of GIS web mapping to provide the public with the means to verify that their property was mapped accurately and they are placed in the correct billing tier. This web mapping application will provide an intuitive platform that will allow the public to:

1. Understand what types of surfaces are considered "impervious".
2. Measure the impervious surface on their property
3. Verify they are in the correct billing tier

In cases where a customer wishes to dispute their assigned billing tier based, this mapping application will enable a dispute to be submitted to the City. This capability will lessen the burden on City customer service staff in dealing with questions and/or disputes.

It is anticipated that this task will produce the following web applications:

1. Story Map running on the City’s ArcGIS Online account
2. Configurable Map Viewer via Esri JavaScript API, residing on the City’s Server for ArcGIS

Task Deliverables:
- Web application configuration files
- "How to use" web application guide
- File geodatabase with mapping data
- Technical document describing application maintenance
Task 9) Develop Interface of Results into City's Utility Billing System

During this task, we will prepare a final billing file for use in the City’s Utility Billing System. As discussed herein, we are very familiar with your billing system and our team of technical experts will provide exactly what you need to bill your customers correctly and accurately as new rates are implemented. In a previous assignment, we had the opportunity to engage City billing staff and gained insight into how the billing software (Naviline) processes customer account data. We understand how customer data needs to be formatted to enable billing modifications.

- Adjust billing records so parcel IDs match addresses
  - Multifamily units rate assignments
  - Record discrepancies
- Develop impervious layer maintenance plan

Task Deliverables:

a) Technical memorandum on data maintenance plan for impervious layer. Describes methodology and provides options to the City with recommendations as to a process for maintaining the integrity of the GIS layer going forward.

b) A master account billing file in Excel format that will include all necessary attributes pertaining to each account including the impervious area and applicable rate.

Task 10) Develop Public User Interface for Logging/Evaluation Corrections to Impervious Surface Area

Modifications in the residential stormwater fee structure will result in an increase in questions and appeals from the City's residential parcel owners, tenants and occupants. As part of this task our project team will review the City's current process for handling customer appeals and provide guidance related to how the process may need to be modified to efficiently and effectively address the increase in number of appeals. The specific tasks will include:

- Review existing appeals process with City staff and discuss strategy of initial feedback from residential parcel owners, tenants and occupants in light of fee structure change. The strategy will include identification of additional resources that will be required due to the initial round of questions and appeals that will result from the initial billing.
- A bill insert or letter that outlines the changes in the fee structure prior to the first billing.
- Development of an appeals process (including identification of who may appeal) and development of workflow for the handling of appeals.
- Development of appeal forms to be utilized in an online user interface to verify impervious area and parcel appeals.
- Review appeals process with City staff and modify based on feedback.
- Provide input and recommendations for necessary changes to the City’s existing stormwater ordinance and the City’s Stormwater Management Utility Policy and Procedures Manual to implement the appeals process.

Task Deliverables:

a) Document outlining a strategy to address initial questions and appeals from customers.

b) Recommended bill insert or form letter for parcel owner notification prior to first billing.

c) Document which will provide the detailed appeals process and document of workflow.

d) Appeal forms for use in online interface.
Task 11) Credit Program Recommendations

During this task, we will recommend appropriate credit and incentive programs applicable to customer categories and/or property types. We will evaluate a wide range of options that could be offered as part of the stormwater program including credits for parcels that manage stormwater quantity and quality. As part of the study, our project team will provide a comprehensive review and evaluation of the City's existing credit and incentive programs. The review will include the following items:

- Complete benchmarking of credits/incentives for comparable stormwater utilities.
- Review benchmarking and basis of existing credits with City staff including level of credit, current number of participating parcel owners and credit qualification requirements.
- Gather additional data and calculate credits/incentives (existing and new) per discussions with City staff and based on cost of service analysis completed in Task 5.
- Identify potential parameters/details of each credit and incentive program.
- Review results of credit analysis with City staff and adjust as required and provide recommended credit and incentive program.
- Document estimated revenue impacts of updated and expanded credit/incentive program and included in financial model as part of Task 4.
- Provide input and recommendations for necessary changes to the City's existing stormwater ordinance and the City's Stormwater Management Utility Policy and Procedures Manual to implement the credit/incentive program.

Task Deliverables:

a) A document providing a benchmarking of credits/incentive for comparable utilities.
b) A summary document that provides our recommended credits and incentives including updates to existing credits and additional credits for the City's consideration (including discussion relative to modifications to existing credit process manual for any new credits).

Project Management & Documentation

Task 12) Project Management & Documentation

Throughout the project, Stantec will facilitate regular conference calls with its project team and City staff to discuss progress on all tasks, including key issues, action items, and remaining schedule. After each of these calls, summaries will be distributed to the project team and City staff, as appropriate. Our project leader will ensure consistent and regular communications with our internal project team as well as the City to ensure all tasks are completed on time and within budget. Moreover, we will also document the results of the entire study in a Draft Report for review and comment by City staff. Any comments received will then be incorporated into a Final Report at completion of the study.

Task Deliverables:

a) Minutes/summaries from all progress meetings/conference calls
b) Draft Report for review & comment by City staff – anticipated delivery by March 1, 2019
c) Final Report – anticipated delivery date of April 1, 2019
### II. Fees and Costs Calculation

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Appendix C
Project Schedule
Tiered Stormwater Rate Development and Implementation
Project No.

Tasks
1. Digital Mapping of Properties within the City Limits
2. Impervious Area Calculations
3. Review Current/Historic Financial and Billing Data
4. Revenue Sufficiency Analysis
5. Cost of Service Analysis
6. Calculate Tiered Rates
7. Conduct Public Outreach Meetings/Programs
8. Develop Public User Interface for Review of Proposed Changes
    Develop, Interface and Implement Rate Structure into City’s Utility Billing System
    Develop Public user Interface for logging and evaluating corrections to impervious surface conditions
9. Develop process for modifying billings
10. based on site improvements/adjustments

Contrast Approval and Notice to Proceed on February 15, 2018

2018

To Be Completed By City Staff

Meet with Staff (3 Meetings):
Re revenue Sufficient y
Cost of Service
Imp. Area/Tiered Rates

Meet with Mayor and Budget Finance & Taxation Committee to Review Initial Results

Perform Adjustments & Review Revised Results with BT [2 meetings]

First Reading and Public Hearing to Adopt New Rates
System Testing & Implementation Preparation

Implementation for New Rates on April 1, 2019

Feb March April May June July Aug Sept Oct Nov Dec Jan Feb March
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Safety Products, Inc., for barricades, cones, and related products, at an estimated annual cost of $40,000, for a total contract amount of $120,000.

Explanation: The Procurement Department received five bids for barricades, cones, and related products.

The vendor will furnish and deliver items such as FDOT-approved barricades, traffic cones, and perimeter safety fencing. The primary users of these items are the Water Resources and the Stormwater, Pavement & Traffic Operations departments. These items are stocked and distributed from the Consolidated Warehouse.

The Procurement Department recommends for award:

   Safety Products, Inc. (Lakeland)...... ......................... $120,000
   (Three-years @ $40,000 per year)

Award is not recommended to Safety Zone Specialists, Incorporated, the apparent low bidder, as they withdrew their bid due to erroneous pricing. Safety Products, Inc., the lowest responsible and responsive bidder, has met the requirements of IFB No. 6716, dated November 28, 2017. The company is headquartered in Lakeland, FL and has been in business since 1983. This agreement will be effective through January 31, 2020, with one, two-year renewal option. A blanket purchase agreement will be issued and will be binding only for actual quantities ordered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001) and the General Fund (0001).

Attachments: Bid Tabulation (2 Pages)
             Resolution

Approvals:

   Administrative
   Budget
**City of St. Petersburg**

**Bid Tabulation**

Procurement and Supply Management

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<th>Line</th>
<th>Item #</th>
<th>Description</th>
<th>Qty.</th>
<th>Est.</th>
<th>UOM</th>
<th>Unit Price</th>
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<td>63303</td>
<td>Barricade, Type II w/ bottom board, Eng Grade Reflective Sheeting, MUTCD Spec. 3/16 in, Stencil: City of St. Petersburg, all metal legs, 24 in wide, FDOT stand index 600 specs, TCSP12, 50 per Pallet</td>
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**Subtotal:** $17,471.50

**Safety Products, Inc.**

Eaton Park, FL
Terms: 2%/10, Net 30
Delivery: 5 Days

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**Lightle Enterprises of Ohio, LLC**

Frankfort, OH
Terms: Net 30
Delivery: 30 Days

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Determined as non-responsive as item 63303, as the bid on item 63303 was withdrawn
# City of St. Petersburg
## Procurement and Supply Management

### Bid Tabulation

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<th>Line</th>
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**Subtotal:** $59,465.80 $58,461.10

2% Net Discount: 1,109.32 1,169.22

**Total:** $54,356.48 $57,291.88
WHEREAS, the Procurement & Supply Management Department received five (5) bids for the barricades, cones and related products in response to IFB No. 6716, dated November 28, 2017; and

WHEREAS, Safety Products, Inc. is the lowest responsible and responsive bidder to meet the specifications, terms and conditions of IFB No. 6718; and

WHEREAS, the Procurement Department, in cooperation with the Water Resources and Stormwater, Pavement & Traffic Operations Departments recommends approval of this renewal.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is hereby accepted and the award of a three-year blanket agreement with Safety Products, Inc. to furnish barricades, cones, and related products for the Water Resources and Stormwater, Pavement & Traffic Operations Departments at a total estimated annual cost not to exceed $40,000 for a total contract amount not to exceed $120,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00355113
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Booker Creek Subdivision, generally located at 630 & 638 11th Avenue South (Our File: 17-20000013)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create two (2) lots. This land was not previously platted and a plat is required in order to develop the property. The property is zoned Neighborhood Traditional, Single-Family (NT-2).

The language in Condition 1 of the Resolution clarifies that certain conditions must be met prior to issuance of final Certificate of Occupancy.

Attachments: Map, Aerial, Resolution, Engineering Memorandum dated December 26, 2017

APPROVALS:

Administrative: [Signature]
Budget: NA
Legal: [Signature]
Project Location Map
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-20000013
Address: 630 and 638 11th Street South
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF BOOKER CREEK SUBDIVISION, GENERALLY LOCATED AT 630 AND 638 11th AVENUE SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 17-20000013)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Booker Creek Subdivision, generally located 630 and 638 11th Avenue South, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]

Planning & Economic Development Dept. Date

[Signature]

City Attorney (Designee) Date

1-2-18

13/19
TO: Scot Bolyard, Planner I, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: December 26, 2017
SUBJECT: Preliminary and Final Plat – Booker Creek Subdivision
FILE: 17-20000013 R1

LOCATION: 630 11th Avenue South 30/31/17/00000/240/0300
PIN: 638 11th Avenue South 30/31/17/00000/240/0400
ATLAS: F-7
PROJECT: Preliminary and Final Plat
REQUEST: Approval of Preliminary and Final Plat – Booker Creek Subdivision

The Engineering Department has no objection to the proposed preliminary and final plat. The following will remain as documentation of special conditions of approval and standard comments associated with the plat file.

SPECIAL CONDITIONS OF APPROVAL:
1. The additional 12.5’ public utility easement shown on the final plat along the west property line of proposed lot 1 is adequate to accommodate the existing 24” reclaimed water main and 18” public storm sewer.

2. The additional 2.4’ public utility easement shown on the final plat along the south property line of both proposed lots is adequate to accommodate the existing 8” public sanitary sewer.

3. The applicant is required to provide sanitary sewer to each proposed lot. Each lot must be connected to its own individual sanitary sewer service lateral (may not share a service lateral). If an existing service lateral is found not existing or not in compliance with current City Engineering Standards and Specifications, the applicant will be responsible to construct a new service lateral to the main and/or install a public clean out (at the property line) for each lot as applicable. The cost for design, permitting, and construction of required new service lateral(s) shall be by and at the sole expense of the applicant.

4. The applicant shall provide potable water service to each proposed lot if not existing. The City shall install necessary potable water services (up to and including the necessary meter and backflow prevention device) as required to service the proposed lots at the expense of the applicant/property owner.

5. 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. Within the NT zoning district a 4-foot wide public sidewalk is required on the south side of 11th Avenue South. 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.

6. 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.

7. 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.

STANDARDS COMMENTS:
Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. 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.

Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030 if applicable. 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.

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 if applicable.

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.

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: Booker Creek Subdivision
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with CSX Transportation, Inc., to allow the City of St. Petersburg to use a portion of the railroad Right-of-Way at 38th Avenue North for access to the City-owned 38th Avenue North Stormwater Pump Station for maintenance purposes, on a year-to-year basis with an initial annual rental rate of $450.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management Department ("REPM") received a request from the Stormwater, Pavement and Traffic Operations Department ("Stormwater") to enter into a new license agreement with CSX Transportation, Inc. ("CSX") for the City’s use of a portion of the CSX right-of-way ("ROW") that passes above 38th Avenue North to provide for access to the City-owned 38th Avenue North Stormwater Pump Station ("Pump Station") for maintenance purposes.

Stormwater currently utilizes a portion of the CSX ROW north of the Pump Station under a lease agreement which has been in effect since 1985. The existing leasehold, which has been utilized by Stormwater to drive maintenance trucks to the Pump Station, begins at 34th Street North and extends south to the Pump Station. Changes in separation requirements from active railroad tracks have made utilizing the existing leasehold impractical. REPM worked with Stormwater and CSX to determine an alternative route that would accommodate Stormwater’s access to the Pump Station. The new route will provide easy access from 31st Street North to the Pump Station commencing south of 38th Avenue North and across the 38th Avenue North railroad bridge.

In order to maintain the required separation from active railroad tracks, CSX is requiring the City to install chain-link fencing and barricades, at the City’s sole cost and expense, along the western boundary of that portion of the ROW licensed for use by the City as a condition of the license agreement.

The City and CSX have negotiated a license agreement ("License"), subject to City Council approval. The License will be effective February 1, 2018, with an annual initial rental rate of $450.00. Annual increases in the rental rate will occur in accordance with the Consumer Price Index. The License has year-to-year terms and allows for either party to terminate the License with thirty (30) days written notice.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a license agreement with CSX Transportation, Inc., to allow the City of St. Petersburg to use a portion of the railroad Right-of-Way at 38th Avenue North for access to the City-owned 38th Avenue North Stormwater Pump Station for maintenance purposes, on a year-to-year basis with an initial annual rental rate of $450.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been appropriated in the Stormwater Utility Operating Fund, Stormwater Administration (4011-400-1293).

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget:

Legal: (As to consistency w/attached legal documents)
Resolution No. 2018 -_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH CSX TRANSPORTATION, INC., TO ALLOW THE CITY OF ST. PETERSBURG TO USE A PORTION OF THE RAILROAD RIGHT-OF-WAY AT 38TH AVENUE NORTH FOR ACCESS TO THE CITY-OWNED 38TH AVENUE NORTH STORMWATER PUMP STATION FOR MAINTENANCE PURPOSES, ON A YEAR-TO-YEAR BASIS WITH AN INITIAL ANNUAL RENTAL RATE OF $450.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department ("REPM") received a request from the Stormwater, Pavement and Traffic Operations Department ("Stormwater") to enter into a new license agreement with CSX Transportation, Inc. ("CSX") for the City's use of a portion of the CSX right-of-way ("ROW") that passes above 38th Avenue North to provide for access to the City-owned 38th Avenue North Stormwater Pump Station ("Pump Station") for maintenance purposes; and

WHEREAS, changes in separation requirements from active railroad tracks have made utilizing the existing leasehold, in effect since 1985, impractical and Stormwater requested REPM find an alternative access route; and

WHEREAS, an alternative route has been determined by the parties to accommodate Stormwater's access to the Pump Station, which will provide easy access from 31st Street North to the Pump Station commencing south of 38th Avenue North and across the 38th Avenue North railroad bridge; and

WHEREAS, to maintain the required separation CSX is requiring the City install chain-link fencing and barricades, at the City's sole cost and expense, along the western boundary of that portion of the ROW licensed for use by the City as a condition of the license agreement; and

WHEREAS, the new license agreement ("License") will be effective February 1, 2018, with a year-to-year term, at an initial annual rental rate of $450.00 with annual increases in accordance with the Consumer Price Index.
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 CSX Transportation, Inc., to allow the City of St. Petersburg to use a portion of the railroad Right-of-Way at 38th Avenue North for access to the City-owned 38th Avenue North Stormwater Pump Station for maintenance purposes, on a year-to-year basis with an initial annual rental rate of $450.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

John C. Norris, Director
Stormwater, Pavement & Traffic Operations

APPROVED BY:

Bruce E. Glines, Director
Real Estate and Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Subordination Agreement with the Florida Department of Transportation ("FDOT") to subordinate the City of St. Petersburg's interest in a portion of a public utility easement at 94th Avenue North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT's Parcel No. 102.02; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Florida Department of Transportation ("FDOT") requested the City of St. Petersburg ("City") to subordinate a portion of a public utility easement at 94th Avenue North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT's Parcel No. 102.02 ("Parcel").

The subordination of the City's interest in the Parcel does not require the City to remove or relocate any utilities, but does involve construction activity related to the Gandy Boulevard widening project within the City's easement. The portion of the easement to be subordinated contains ±203 square feet.

The Subordination Agreement was developed with the City's Legal Department and FDOT to maintain essential City easement rights. The Subordination Agreement also provides that in the event the City's facilities need to be relocated at a future time, the cost associated with such relocation will be at FDOT's expense.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Subordination Agreement with FDOT to subordiate the City of St. Petersburg's interest in a portion of a public utility easement at 94th Avenue North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT's Parcel No. 102.02; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: N/A

Budget: N/A

Legal: (As to consistency w/attached legal documents)
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SUBORDINATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") TO SUBORDINATE THE CITY OF ST. PETERSBURG'S INTEREST IN A PORTION OF A PUBLIC UTILITY EASEMENT AT 94TH STREET NORTH AND THE FRONTAGE ROAD ALONG GANDY BOULEVARD NORTH IN ST. PETERSBURG, FLORIDA, REFERRED TO AS FDOT'S PARCEL NO. 102.02; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") requested the City of St. Petersburg ("City") to subordinate a portion of a public utility easement at 94th Street North and frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT’s Parcel No. 102.02 ("Parcel"); and

WHEREAS, the subordination of the Parcel does not require the City to remove or relocate any utilities, but does involve construction activity related to the Gandy Boulevard widening project within the City’s easement; and

WHEREAS, the portion of the easement to be subordinated contains ±203 square feet and is legally described as:

That portion of the southeast quarter of Section 24, Township 30 South, Range 16 East, Pinellas County, Florida. Being described as follows:

Commence at the Southwest corner of said Section 24; thence North 00°13'21" East along the West line of the Southwest quarter of said Section 24, a distance of 865.29 feet to the intersection of the Centerline of Survey of State Road 694 (Gandy Boulevard) at station 102+06.25 per FDOT Right of Way Control Survey, Financial Project Number 256931-2, Dated July, 2012; thence North 54°00'41" East along said Centerline, a distance of 2,748.21 feet to a point of tangential curve, at station 129+54.46; thence along the arc of said Centerline and curve to the left, a distance of 243.55 feet, through a central angle of 03°39'11", concave northwesterly, having a radius of 3,819.72 feet and a chord bearing and distance of North 62°11'05" East, 243.50 feet and at station 131+98.00; thence North 00°02'28" East departing said Centerline, a distance of 296.35 feet to the Southwest corner of Lot 1, Block 1, METROPOINTE COMMERCE PARK PHASE III, Plat Book 103, Page 32 according to the Public Records of said Pinellas County; thence South 30°36'43" East, a distance of 88.79 feet to the North right of way line of S.R. 694 (Gandy Boulevard); thence North 60°07'07" East along said right of way line, a distance of 114.64 feet;
thence North 29°56'12" West along said right of way line, a distance of 0.43 feet to a point of non-tangential curve; thence along the arc of said curve to the left and said North right of way line, a distance of 254.06 feet, through a central angle of 10°41'16", concave northwesterly, having a radius of 1,362.00 feet and a chord bearing and distance of North 54°49'09" East, 253.69 feet to the POINT OF BEGINNING; thence North 89°38'16" West departing said North right of way line, a distance of 59.60 feet to a point of non-tangential curve and the South right of way line of 94th Avenue North; thence along the arc of said curve to the left and said South right of way line, a distance of 74.28 feet, through a central angle of 18°30'12", concave northerly, having a radius of 230.00 feet and a chord bearing and distance of North 81°12'20" East, 73.95 feet to the intersection of the North right of way line of S.R.694 (Gandy Boulevard) and a point of non-tangential curve; thence departing said South right of way line and along the arc of said curve to the right and said North right of way line, a distance of 17.85 feet, through a central angle of 00°45'02", concave northwesterly, having a radius of 1,362.00 feet and a chord bearing and distance of South 49°06'00" West, 17.84 feet to the POINT OF BEGINNING; and

WHEREAS, the Subordination Agreement was developed with the City’s Legal Department and FDOT to maintain essential City easement rights; and

WHEREAS, the Subordination Agreement also provides that in the event the City’s facilities need to be relocated at a future time, the cost associated with such relocation will be at FDOT’s expense.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a Subordination Agreement with FDOT to subordinate the City of St. Petersburg’s interest in a portion of a public utility easement at 94th Street North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT’s Parcel No. 102.02 and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)
00358262.doc v2

Brigesh Prayman, Director
Engineering & Capital Improvements

Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Deed to convey the City of St. Petersburg’s interest in a portion of 16th Street North, between 94th Avenue North and the Gandy Boulevard North frontage road, in St. Petersburg, Florida to the Florida Department of Transportation (“FDOT”), referred to as FDOT’s Parcel No. 103.01; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Florida Department of Transportation (“FDOT”) requested the City of St. Petersburg (“City”) to convey to FDOT a portion of 16th Street North between 94th Avenue North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT’s Parcel No. 103.01 ("Parcel"). The City was conveyed a fee simple ownership interest in the Parcel by deed in 1984.

FDOT will use the Parcel to construct and maintain a ramp connecting 16th Street North with the elevated portion of Gandy Boulevard where it crosses 16th Street North as a part of the Gandy Boulevard widening project.

The City Deed was developed with the City's Legal Department and FDOT to maintain essential City easement rights within the Parcel. The City Deed reserves a non-exclusive utility easement that allows the City to continue to operate and maintain existing public utilities currently located within the Parcel and to allow for future proposed utility relocation related to the Gandy Boulevard widening project.

The portion of the street to be conveyed to FDOT contains ±17,284 square feet.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Deed to convey the City of St. Petersburg’s interest in a portion of 16th Street North, between 94th Avenue North and the Gandy Boulevard North frontage road, in St. Petersburg, Florida to FDOT, referred to as FDOT’s Parcel No. 103.01; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: (As to consistency w/attached legal documents) [Signature]

00358265.doc v2
Resolution No. 2018 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A DEED TO CONVEY THE CITY OF ST. PETERSBURG’S INTEREST IN A PORTION OF 16th STREET NORTH, BETWEEN 94th AVENUE NORTH AND THE GANDY BOULEVARD NORTH FRONTAGE ROAD, IN ST. PETERSBURG, FLORIDA TO THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), REFERRED TO AS FDOT’S PARCEL NO. 103.01; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") requested City of St. Petersburg ("City") to convey to FDOT a portion of 16th Street North between 94th Avenue North and the frontage road along Gandy Boulevard North in St. Petersburg, Florida, referred to as FDOT’s Parcel No. 103.01 ("Parcel"); and

WHEREAS, City was conveyed a fee simple ownership interest in the Parcel by deed in 1984; and

WHEREAS, FDOT will use the Parcel to construct and maintain a ramp connecting 16th Street North with the elevated portion of Gandy Boulevard where it crosses 16th Street North as a part of the Gandy Boulevard widening project; and

WHEREAS, the City Deed was developed with the City’s Legal Department and FDOT to maintain essential City easement rights within the Parcel; and

WHEREAS, the portion of the street to be conveyed to FDOT is legally described as follows:

A portion of Lot 1, Block 2, METROPOINTE COMMERCE PARK PHASE III as recorded in Plat Book 103, Page 32 of the Public Records of Pinellas County, Florida and a portion of 16th Street North, a 100-foot City of St. Petersburg right of way as described in Official Records Book 5816, Page 1281 of the Public Records of Pinellas County, Florida, lying in the South 1/2 of Section 24, Township 30 South, Range 16 East, Pinellas County, Florida, being described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Section 24, Township 30 South, Range 16 East, Pinellas County, Florida; thence along the North line of the Southeast 1/4 of said Section 24, S 89°35'10" E, 49.59 feet to the Northwest corner of Lot 1, Block 1,
METROPOINTE COMMERCE PARK PHASE III as recorded in Plat Book 103, Page 32 of the Public Records of Pinellas County, Florida; thence departing said North line, S 00°02'28" W, 18.85 feet to the intersection of the South right of way line of 94th Avenue North, a right of way of varying width, with the East right of way line of 16th Street North, a 100-foot City of St. width, with the East right of way line of 16th Street North, a 100-foot City of St. Petersburg right of way as described in Official Records Book 5816, Page 1281 of the Public Records of Pinellas County, Florida, for a POINT OF BEGINNING; thence along said East right of way line, S 00°02'28" W, 129.46 feet to the Northwest corner of lands described in Exhibit "C", Parcel 10, Official Records Book 17005, Page 1108 of the Public Records of Pinellas County, Florida; thence along a closing line, S 60°06'05" W, 115.72 feet to the Southeast corner of Lot 1, Block 2 of said plat of METROPOINTE COMMERCE PARK PHASE III and the Northeast corner of lands described in Exhibit "C", Parcel 9, Official Records Book 17005, Page 1108 of the Public Records of Pinellas County, Florida; thence along the West right of way line of said 16th Street North, N 00°06'23" E, 41.93 feet to a point on a non-tangent curve concave easterly, having a radius of 301.00 feet; thence departing the West right of way line of lands described in said Official Records Book 5816, Page 1281, along the West right of way line of lands described in Exhibit "A", Parcel 5, Official Records Book 17005, Page 1108 of the Public Records of Pinellas County, Florida and the arc of a non-tangent curve to the right through a central angle of 16°19'13"", an arc distance of 85.74 feet, said curve having a chord bearing and distance of N 07°59'22" W, 85.45 feet to a point of tangency; thence along the West right of way line of said described lands, N 00°10'15" E, 14.17 feet to a point of curvature of a tangent curve concave easterly having a radius of 351.00 feet; thence along said West right of way line and the arc of a curve to the right through a central angle of 05°41'52"", an arc distance of 34.91 feet, said curve having a chord bearing and distance of N 03°01'11" E, 34.89 feet to a point of reverse curvature of a tangent curve concave westerly having a radius of 15.00 feet; thence along said West line and the arc of a tangent curve to the left through a central angle of 52°25'33"", an arc distance of 13.73 feet, said curve having a chord bearing and distance of N 20°20'40" W, 13.25 feet to the intersection of said West right of way line with the South right of way line of said 94th Avenue North; thence along a closing line, S 89°34'40" E, 114.94 feet to the POINT OF BEGINNING; Containing 17,284 square feet, more or less; and
WHEREAS, the City reserves unto itself a non-exclusive utility easement with full rights of ingress and egress for the purpose of operating and maintaining its existing City utilities and those proposed utilities relocated as part of the FDOT 256931-2 Gandy Roadway Project.

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 Deed to convey the City of St. Petersburg’s interest in a portion of 16th Street North, between 94th Avenue North and the Gandy Boulevard North frontage road, in St. Petersburg, Florida to FDOT, referred to as FDOT’s Parcel No. 103.01 and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

Brijesh Pray son, Director
Engineering & Capital Improvements

APPROVED BY:

Bruce E. Crimes, Director
Real Estate and Property Management
To: The Honorable Chair Lisa Wheeler-Bowman and Members of City Council

Subject: Authorizing the Mayor or his designee to execute an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport's Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg's Skyway Clam Bayou Trail; Approving a rescission in the amount of $8,935 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of $83,215 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904); Approving a supplemental appropriation in the amount of $92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescissions to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD); and providing an effective date.

Explanation:
For the past three years, the City of Gulfport has been working to pursue the development of a trail connection from their downtown waterfront to the City of St. Petersburg. Gulfport had pursued a grant from the Florida Department of Environmental Protection’s Recreational Trails Program funding for a section of bicycle/pedestrian trail connecting the Gulfport Marina with the St. Petersburg Skyway Trail near Clam Bayou. The grant-funding pursuit was ultimately unsuccessful, but the City of Gulfport elected to pursue a trail/route plan that would make use of directional signage, marked bicycle lanes using different roadways, and shared lane markings in existing drive lanes on roadways where bike lanes could not be provided for most of the project length. The plan does call for a trail section to be located in the Clam Bayou area, within the jurisdictional boundary of the City of St. Petersburg that connects with the St. Petersburg Skyway Trail and Pinellas County trail system.

In 2017, the City of Gulfport staff contacted the City of St. Petersburg to consider the opportunity to jointly share the costs of construction of the trail portion of the project, with the City of Gulfport fully funding the remainder of the design costs. Subsequently, the Gulfport City Council authorized funds to finalize the project design and appropriated $75,000 toward the estimated construction costs. This fall, the design plans were completed and the engineer’s estimate for construction based on the final plans was determined to be $170,000. On December 19, 2017, the City of Gulfport approved an appropriation of an additional $10,000 to bring its contribution to the construction funding to $85,000, or fifty percent of the current estimated total. It also approved the execution of the attached Interlocal Agreement.

Per the Interlocal Agreement, in addition to each municipality contributing equally to the estimated cost of construction for the project that is entirely within the City St. Petersburg, the construction activities themselves would be performed by St. Petersburg staff. The Stormwater, Pavement, and Traffic Operations Department personnel would conduct this work as these crews have successfully built several trail segments in St. Petersburg and are highly skilled in this type of construction.
construction. It is important to note that the final plans prepared by Gulfport’s engineering consultant incorporated comments and suggestions by St. Petersburg staff in order to ensure the facility meets St. Petersburg’s needs going forward. The City of St. Petersburg will assume maintenance responsibility for the new trail as it retains maintenance responsibility for the area adjacent to the trail, which is located within the city limits, and existing agreements associated with Clam Bayou remain applicable.

A map illustrating the project location is attached for reference. As proposed, the project trail, shown in yellow and referred to as the Osgood Point Trail, will connect to the Skyway Trail in Clam Bayou to its east. This will therefore provide trail connections to two major regional trails, both the Pinellas Trail and the Bayway Trail, in addition to the connection it provides between the two municipalities and marina districts, Skyway Marina District and Gulfport Marina.

Cost/Funding:
The total estimated cost of construction for the trail portion of the project is $170,000. Therefore, the City of St. Petersburg contribution is expected to be an estimated $85,000. Funding for this effort can be provided from unencumbered balances in previously appropriated projects within the CityTrails program, Transportation Impact Fees (3071), CityTrails Project 12592 and CityTrails Project 12904. However, the Interlocal Agreement is structured such that the risk for any cost overruns, or conversely any underage for the construction performed by the City of St. Petersburg, lies with the City of St. Petersburg. Therefore, as indicated in the attached resolution, it’s recommended that the remaining balances for the two projects listed above, totaling $92,150, are rescinded with the balance re-appropriated to a new capital project specific to the Gulfport Osgood Point Bicycle/Pedestrian Trail (Oracle No. TBD) which allows for additional contingencies in the event that the actual cost of construction is slightly greater than the current estimates.

Recommendations:
Administration recommends that Council adopt the attached resolution that: (i) authorizes the Mayor or his designee to execute an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport’s Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg’s Skyway Clam Bayou Trail; (ii) approves a rescission in the amount of $8,935 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of $83,215 from the unencumbered balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904); (iii) approves a supplemental appropriation in the amount of $92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescission to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD); and (iv) provides an effective date.

Attachments:
(1) Resolution
(2) Interlocal Agreement
(3) Project Illustration Maps
Approvals:

Date

1-19-18
Date

19 JAN 2018
Date
A Resolution Authorizing the Mayor or His Designee to Execute an Interlocal Agreement Between the City of St. Petersburg, Florida and the City of Gulfport, Florida for Construction of Gulfport’s Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg’s Skyway Clam Bayou Trail; Approving a Rescission in the Amount of $8,935 from the Unencumbered Balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a Rescission in the Amount of $83,215 from the Unencumbered Balance of the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904); Approving a Supplemental Appropriation in the Amount of $92,150 from the Increase in the Unappropriated Balance of the Transportation Impact Fee Fund (3071) Resulting from the Above Rescissions to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD); and Providing an Effective Date.

WHEREAS, the adopted CityTrails Bicycle Pedestrian Master Plan states that St. Petersburg shall have a goal to “transform the existing transportation network in the City to accommodate bicycling and walking as a transportation mode and for recreation; provide safe and easier access to schools, parks, recreational trails, and community centers by foot and bike”; and

WHEREAS, the adopted CityTrails Bicycle Pedestrian Master Plan also states an objective to “coordinate with other agencies and municipalities to ensure that appropriate bicycle and pedestrian connections are planned, constructed, and maintained between jurisdictions.”; and

WHEREAS, the City of Gulfport has designed the Osgood Point Bicycle/Pedestrian Trail that connects to St. Petersburg’s Skyway Clam Bayou Trail, providing residents and visitors with an opportunity to more easily walk and bicycle between the two cities; and

WHEREAS, the City of Gulfport has requested the City of St. Petersburg jointly share the constructions costs for a trail segment located within the city limits of St. Petersburg that is estimated to be $170,000 in total; and
WHEREAS, the Agreement acknowledges that the City of St. Petersburg will be responsible for obtaining appropriate permits, including from such agencies as the Southwest Florida Water Management District, prior to initiation of construction; and

WHEREAS, the Agreement acknowledges that the City of St. Petersburg will assume maintenance responsibility for the new trail as it retains maintenance responsibility for the area adjacent to the trail, which is located within the city limits, and existing agreements associated with Clam Bayou remain applicable; and

WHEREAS, the City of St. Petersburg has agreed to contribute an amount estimated to be $85,000 toward the costs of construction, and perform the construction activities for the Osgood Point Bicycle Pedestrian Trail, subject to the terms and conditions of the Interlocal Agreement; and

WHEREAS, a rescission in the amount of $8,935 in the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) and a rescission in the amount of $83,215 in the Transportation Impact Fee Fund (3071), City Trails – Bicycle Trails (Oracle No. 12904) and a supplemental appropriation in the amount of $92,150 from the increase in the unappropriated balance of the Transportation Impact Fee Fund (3071) resulting from the above rescission to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD) are needed to provide necessary funding for the Agreement; and

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 an Interlocal Agreement between the City of St. Petersburg, Florida and the City of Gulfport, Florida for construction of Gulfport’s Osgood Point Bicycle/Pedestrian Trail Connection to St. Petersburg’s Skyway Clam Bayou Trail;

BE IT FURTHER RESOLVED that the appropriation in the amount of $8,935 in the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Paths (Oracle No. 12592) is hereby rescinded.

BE IT FURTHER RESOLVED that the appropriation in the amount of $83,215 in the Transportation Impact Fee Fund (3071), CityTrails – Bicycle Trails (Oracle No. 12904) is hereby rescinded.

BE IT FURTHER RESOLVED that there are hereby approved from the unappropriated balance of the Transportation Impact Fee Fund (3071), resulting from the above rescissions, the following supplemental appropriation for Fiscal Year 2018:

| Transportation Impact Fee Fund (3071) |  |
| Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. TBD) | $92,150 |

This resolution shall become effective immediately upon its adoption.
Approved by:

Legal Department
By: (City Attorney or Designee)
Legal: 00357569.doc v1

Tom Greene
Budget Director

Approved by:

Evan Mory
Transportation & Parking Mgmt. Director
INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF ST. PETERSBURG, FLORIDA

AND

THE CITY OF GULFPORT, FLORIDA

FOR

CONSTRUCTION OF
GULFPORT'S OSGOOD POINT BICYCLE/PEDESTRIAN TRAIL CONNECTION TO
ST. PETERSBURG'S SKYWAY CLAM BAYOU TRAIL
THIS INTERLOCAL AGREEMENT, ("Agreement") made and entered into on the 
______ day of ____________, 2017 by and between the City of St. Petersburg, Florida, a 
municipal corporation, ("St. Petersburg") and the City of Gulfport, Florida, a municipal 
corporation ("Gulfport") (collectively, "Parties").

WITNESSETH:

WHEREAS, this Agreement is made and entered into between the Parties pursuant to 
Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and 

WHEREAS, St. Petersburg's CityTrails Bicycle Pedestrian Master Plan adopted in 2003) 
provides, inter alia: -

Chapter 4 -
Goal 1 – "Transform the existing transportation network in the City to accommodate 
bicycling and walking as a transportation mode and for recreation. Provide safe and easier 
access to schools, parks, recreational trails, and community centers by foot and bike."

Objective 1.2, Policy Development Actions –
"Coordinate with other agencies and municipalities to ensure that appropriate bicycle 
and pedestrian connections are planned, constructed, and maintained between jurisdictions."
"Continue to fund and implement bicycle and pedestrian projects and programs in 
accordance with the objectives and facility recommendations in this plan through incorporation 
of such projects into state, county, and local capital improvement programs and the 
Transportation Improvement Program (TIP) for Pinellas County."

WHEREAS, both St. Petersburg and Gulfport desire to construct Gulfport's Osgood 
Point Bicycle/Pedestrian Trail Connection To St. Petersburg's Skyway Clam Bayou Trail within 
the City limits of St. Petersburg ("Project"); and 

WHEREAS, the Project is compatible with the CityTrails Goals and Objectives and is 
referenced in Forward Pinellas' Bicycle Pedestrian Master Plan; and 

WHEREAS, Gulfport has appropriated $85,000 for the Project which is 50% of the 
estimated construction cost of the Project and has requested that St. Petersburg contribute 
funds to share the cost of construction and construct the Project; and 

WHEREAS, St. Petersburg is amenable to participating in the Project and has 
appropriated $85,000 for the Project which is 50% of the estimated construction cost of the 
Project.

NOW THEREFORE, in consideration of the promises and covenants contained herein, 
the Parties agree as follows:

SECTION 1
SERVICES TO BE PROVIDED BY GULFPORT

1.1 Gulfport will be responsible for all design and required permitting, including but not limited to Southwest Florida Water Management District ("SWFWMD") permits.

1.2 Gulfport shall provide $85,000 to St. Petersburg for the Project.

SECTION 2
SERVICES TO BE PROVIDED BY ST. PETERSBURG

2.1 St. Petersburg will be responsible for all construction activities, including, but not limited to construction administration and inspection services, of the Project. The details of the work to be performed are set forth in Exhibit "A" Project Description and Responsibilities, which is attached hereto and made a part hereof by reference.

2.2 St. Petersburg shall provide $85,000 for the Project.

2.3 St. Petersburg shall invite Gulfport's consultant to all construction meetings for the Project and provide Gulfport access to the construction site for inspection purposes.

2.4 St. Petersburg shall incorporate Gulfport's review comments to the maximum extent practicable.

2.5 St. Petersburg shall act as the project manager for the Project.

2.6 Should the cost of the Project exceed the approved budget of $170,000 St. Petersburg shall provide the additional funding necessary to complete construction of the Project, subject to Paragraph 7.1 of this Agreement.

2.7 St. Petersburg shall assume responsibility for future maintenance of the Project located within the City Limits of St. Petersburg.

2.8 St. Petersburg shall obtain all authorization necessary to locate, construct and maintain the Project from all entities, including, but not limited to SWFWMD, having jurisdiction in the area in which the Project will be located.

SECTION 3
PAYMENT

3.1 Gulfport shall provide $85,000 to St. Petersburg on request.

SECTION 4
TERM

4.1 This Agreement shall take effect immediately upon filing with the Clerk of the Circuit
Court and shall expire upon the receipt of notice by St. Petersburg that Gulfport has determined that the Project is complete and in conformance with the approved plans.

SECTION 5
INDEMNIFICATION

5.1 Each party to this Agreement shall be fully responsible for the negligence of its respective agents, officers and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by St. Petersburg or Gulfport, or to extend the liability of St. Petersburg or Gulfport beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement. Each party's liability and obligations to the other shall be limited to those liabilities expressly set forth herein, otherwise each party shall assume responsibility of costs and expenses incurred by it.

SECTION 6
ENTIRE AGREEMENT/AMENDMENTS

6.1 This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties. This Agreement may only be modified by a written modification executed by the Parties. This Agreement shall be binding upon the Parties, their successors, assigns and legal representatives.

SECTION 7
NON-APPROPRIATION

7.1 The obligations of the Parties as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, a party 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 party pursuant to this Agreement.

SECTION 8
AGREEMENT MANAGEMENT

8.1 All notices, requests, demands, invoices or other communications hereunder 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, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by
9.1 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.

9.2 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, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

9.3 This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

9.4 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.
IN WITNESS WHEREOF, the Parties have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA
A municipal corporation of the State of Florida

By: __________________________
    Rick Kriseman
    As its Mayor

Attest: _________________________
        Chandrahasa Srinivasa, City Clerk

(Seal)

CITY OF GULFPORT, GULFPORT
A municipal corporation of the State of Florida

By: __________________________
    James E. Orten
    As its City Manager

Attest: _________________________
        Wesley Demer, City Clerk

(Seal)

Approved as to Content and Form:

City Attorney (Designee)
By: __________________________
    Assistant City Attorney

Reviewed and Approved:

Print: _________________________
    Andrew Salzmann
    City Attorney
To: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

Subject: A resolution authorizing the Mayor or his designee to accept a State of Florida Department of Environmental Protection Subgrant ("Grant") as part of the Florida Coastal Management Program for Little Bayou Park Coastal Improvements at a maximum reimbursement amount not to exceed $20,000 and to execute a Grant Agreement along with all other necessary documents; approving a supplemental appropriation in the amount of $20,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these revenues to the Parks & Recreation South District (1902369), Little Bayou Park Coastal Improvements Project (TBD); and providing an effective date.

Explanation: The State of Florida Department of Environmental Protection as part of its Florida Coastal Management Program has awarded the City of St. Petersburg a Subgrant in the amount of $20,000 for the Little Bayou Park Coastal Improvements Project. The objective of the Project is the removal of exotic and invasive vegetation that threaten this location. Species targeted include Brazilian pepper, lead tree, grass, and vine species, including invasive aquatic plants such as water lettuce. Hardwoods will be cut down, removed and stump treated with herbicides according to best management practices. Grasses, shrubs, vines and aquatic vegetation will be hand removed in sensitive areas, and treated with herbicides where spraying will not damage existing native vegetation. A requirement of the Grant is to provide a 50/50 match with a cash contribution of $5,000 that is available in the Park Facility Improvements FY2017 Capital Improvement Project and with the remaining amount to be match with in-kind services.

Recommendation: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept a State of Florida Department of Environmental Protection Subgrant ("Grant") as part of the Florida Coastal Management Program for Little Bayou Park Coastal Improvements at a maximum reimbursement amount not to exceed $20,000 and to execute a Grant Agreement along with all other necessary documents; approving a supplemental appropriation in the amount of $20,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these revenues to the Parks & Recreation South District (1902369), Little Bayou Park Coastal Improvements Project (TBD).

Cost/Funding/Assessment Information: Revenues of up to $20,000 are to be received from this Grant. A supplemental appropriation in the amount of $20,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues, to the Parks & Recreation South District (1902369), Little Bayou Park Coastal Improvements Project (TBD) will be necessary. The $20,000 matching funds will be provided for by funds previously appropriated in the Recreation and Culture Fund (3029), Park Facility Improvements FY2017 Project (15658) in the amount of $5,000 and with in-kind services in the amount of $15,000.

Attachment: Resolution

Approvals: 

[Signatures]
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUBGRANT ("GRANT") AS PART OF THE FLORIDA COASTAL MANAGEMENT PROGRAM FOR LITTLE BAYOU PARK COASTAL IMPROVEMENTS AT A MAXIMUM REIMBURSEMENT AMOUNT NOT TO EXCEED $20,000 AND TO EXECUTE A GRANT AGREEMENT ALONG WITH ALL OTHER NECESSARY DOCUMENTS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $20,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) RESULTING FROM THESE REVENUES TO THE PARKS & RECREATION SOUTH DISTRICT (1902369), LITTLE BAYOU PARK COASTAL IMPROVEMENTS PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Department of Environmental Protection as part of its Florida Coastal Management Program has awarded the City of St. Petersburg a Subgrant in the amount of $20,000 for the Little Bayou Park Coastal Improvements Project ("Project"); and

WHEREAS, the objective of the Project is the removal of exotic and invasive vegetation that threaten this location; and

WHEREAS, a supplemental appropriation in the amount of $20,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues to the Parks & Recreation South District (1902369), Little Bayou Park Coastal Improvements Project (TBD) is required for this Project; and

WHEREAS, the grant requires a match of $20,000 which will be provided for by funds previously appropriated in the Recreation and Culture Fund (3029), Park Facility Improvements FY2017 Project (15658) in the amount of $5,000 and in-kind services in the amount of $15,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a Subgrant ("Grant") as part of the Florida Coastal Management Program for Little Bayou Park Coastal Improvements at a maximum reimbursement amount not to exceed $20,000 and to execute a grant agreement along with all other necessary documents.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY18:
General Fund (0001)
Parks & Recreation South District (1902369)
Little Bayou Park Coastal Improvements Project (TBD) $20,000

This resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Legal
00358013

Administration

Budget
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 17-01-MN/MMP to the architect/engineering agreement between the City of St. Petersburg, Florida and Moffatt and Nichol, Inc. ("A/E") dated June 15, 2017 for A/E to provide professional engineering services related to conducting an annual year 2018 structural inspection and evaluation of select Municipal Marina Central and South Basin docks and seawalls/quaywalls in an amount not to exceed $55,579 (Engineering Project No. 18061-119; Oracle No. 15618); and providing an effective date.

EXPLANATION: On June 15, 2017, City Council approved a Master Agreement with the professional consulting engineering firm of Moffatt and Nichol, Inc. for engineering services related to Miscellaneous Professional Services to Municipal Marina and Port Projects.

The Municipal Marina’s marine infrastructure is showing signs of advanced deterioration and is reaching the end of its expected service life. The Marina bulkheads were originally constructed in the 1910’s and 1920’s with much of this original structure in service. The Central Yacht Basin docks were constructed in the early 1960’s and the South Yacht Basin docks were constructed in the mid-1970’s making the docks 40 to 50 years old.

Marina-wide inspections are being planned to be conducted on an annual basis until new infrastructure is gradually replaced.

Previous inspections were completed in February, 2017 issued under Task Order 13-07-MN/MMP. The scope of work included inspection of structures which rated from good to critical based on American Society of Civil Engineers (ASCE) condition ratings, preparation of repair plans and specifications to critical structures which will be issued for bids in early 2018.

Task Order No. 17-01-MN/MMP in the amount of $55,579 provides inspection of the Municipal Marina for 2018 to monitor the deterioration of the existing Marina structures while repairs to critical structures are being planned. Structures will be rated based on American Society of Civil Engineers (ASCE) condition ratings.

Under the ratings assessed in the February, 2017 Marine Infrastructure Condition Assessment report, only the structures that were assessed low ratings of poor, serious, or critical will be re-inspected using the same rating criteria and a letter report which will supplement the original February, 2017 report. Other structures that were previously rated higher, such as good, satisfactory and fair, will be re-inspected, but at a less frequent inspection cycle, thus, making future annual inspections more cost effective.

Task Order No. 17-01-MN/MMP also includes inspection and development of property condition assessment reports for the following buildings managed by the Municipal Marina: Fresco’s Waterfront Bistro, Sailing Center, former Marina Management/Administration facility and the Marina’s Ships Store. Based on the observed findings, a written report summarizing the remarks and recommendations will be prepared along with a rough order of magnitude construction repair cost estimate to be used for budget
purposes for initiating recommended near-term and/or 20 year long-term repairs, or for making overall improvements.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 17-01-MN/MMP to the architect/engineering agreement between the City of St. Petersburg, Florida and Moffatt and Nichol, Inc. (“A/E”) dated June 15, 2017 for A/E to provide professional engineering services related to conducting an annual year 2018 structural inspection and evaluation of select Municipal Marina Central and South Basin docks and seawalls/quaywalls in an amount not to exceed $55,579 (Engineering Project No. 18061-119; Oracle No. 15618).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Marina Capital Projects Fund (4043) Marina Facility Improv FY17 Project (15618).

ATTACHMENTS: Resolution
Task Order

APPROVALS: Administrative
Budget
RESOLUTION NO. 2018-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 17-01-MN/MMP TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND MOFFATT AND NICHOL, INC. (“A/E”) DATED JUNE 15, 2017, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO CONDUCTING AN ANNUAL YEAR 2018 STRUCTURAL INSPECTION AND EVALUATION OF SELECT MUNICIPAL MARINA CENTRAL AND SOUTH BASIN DOCKS AND SEAWALLS/QUAYWALLS IN AN AMOUNT NOT TO EXCEED $55,579 (ENGINEERING PROJECT NO. 18061-119; ORACLE NO. 15618); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Moffatt and Nichol, Inc. (“A/E”) entered into an architect/engineering agreement on June 15, 2017 for A/E to provide miscellaneous professional services for Municipal Marina and Port Projects; and

WHEREAS, Administration desires to issue Task Order No 17-01-MN/MMP in the amount of $55,579 for A/E to (i) monitor the deterioration of the existing Marina structures while repairs to critical structures are being planned, (ii) prepare a property condition assessment report, and (iii) summarize construction repair cost estimates which will be used for budget purposes for both short term and long term repairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 17-01-MN/MMP to the architect/engineering agreement between the City of St. Petersburg, Florida, and Moffatt and Nichol, Inc. (“A/E”) dated June 15, 2017, for A/E to provide professional engineering services related to conducting an annual year 2018 structural inspection and evaluation of select Municipal Marina Central and South Basin docks and seawalls/quaywalls in an amount not to exceed $55,579.

This resolution shall become effective immediately upon its adoption.

Approved by:  
City Attorney (Designee)  
00356898

Approved by:  
Brijesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: Moffatt and Nichol, Inc.
Task Order No. 17-01-MN/MMP in the amount of $55,579.00

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

The project involves inspection and condition assessments to the Municipal Marina.

Moffatt and Nichol, Inc. has satisfactorily completed preliminary analysis and investigation of the structural assessment of the Municipal Marina. This work is a continuation of the previous condition assessment.

Moffatt and Nichol, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

Moffatt and Nichol, Inc. has significant experience in the inspection, design, permitting and construction phase activities of marine structures and facilities.

This is the first Task Order issued under the 2017 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## Transaction Report

For

Moffatt & Nichol, Inc.

**Miscellaneous Professional Services for Municipal Marina & Port Projects**

A/E Agreement Effective - June 15, 2017
A/E Agreement Expiration - June 30, 2021

<table>
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<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
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Total:

Edited: 1/10/2018
I. DESCRIPTION OF PROJECT

A/E completed an inspection of the marina structures at the City’s Municipal Marina from November 2016 through January 2017. The results of the inspection were presented in the Marine Infrastructure Condition Assessment report dated February 2017. In the report, the structures inspected were rated from good to critical based on the ASCE condition ratings. The inspection program in the table below was developed based on these ratings to assist the City in developing a cost effective program to monitor and maintain their marina until it can be replaced.

<table>
<thead>
<tr>
<th>ASCE CONDITION RATING</th>
<th>RECOMMENDED INSPECTION CYCLE</th>
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</thead>
<tbody>
<tr>
<td>6 Good</td>
<td>5 years</td>
</tr>
<tr>
<td>5 Satisfactory</td>
<td>5 years</td>
</tr>
<tr>
<td>4 Fair</td>
<td>2 years</td>
</tr>
<tr>
<td>3 Poor</td>
<td>Annually</td>
</tr>
<tr>
<td>2 Serious</td>
<td>6 months</td>
</tr>
<tr>
<td>1 Critical</td>
<td>Replace Immediately*</td>
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*Structure taken out of service or load restrictions applied until repairs can be completed

The City has requested the marina undergo annual inspections to monitor the deterioration of the existing marina structures. As the entire marina was inspected approximately one year ago, structures with ratings of poor through critical should be re-inspected in the first annual inspection cycle based on the inspection criteria provided in the table above. This proposal includes the scope and fee to conduct a detailed above-water inspection of the marina docks and bulkheads/quaywalls identified to be in poor, serious, or critical condition in the February 2017 condition assessment report.

Additionally, the City has requested an inspection of the building facilities managed by the Marina. A/E will engage NOVA Engineering (NOVA) to perform a walkthrough survey and complete a property condition assessment of Fresco’s Waterfront Bistro and the St. Petersburg Sailing Center with an optional task included to add an assessment of the former marina manager building and the marina store.
II. **SCOPE OF SERVICES**

The scope of work for this proposal includes the following work tasks:

**Task 1 – Marina Structures Inspection**

A/E will conduct an above-water inspection of the existing marina structures in the Central and South Yacht Basins identified to be in *poor, serious, or critical* condition in the 2017 condition assessment report. The inspection includes infrastructure from the bulkhead seaward including the overwater dock house foundations. Landside structures, overwater dock houses (above foundation), and utilities are not included in this scope of work.

- Inspection will include main deck spans, finger piers, pile caps, piles, and segments of the bulkheads/quaywalls in *poor, serious, or critical* condition as identified in the February 2017 condition assessment report.
- Inspection methods include visual, tactile, and hammer soundings. Kayaks or workboats will be used for below deck inspection.
- Inspection will identify, classify, and quantify apparent deterioration observed above water. Dive inspection of the underwater portion of structures is not included in this scope of work.
- Structures in *critical* condition that have been taken out of service will not be re-inspected. Structures that remain in service, but are slated for repair/replacement under city project no. 16111-119 will be re-inspected to determine if deterioration has increased.
- A/E will notify marina staff and the City during the inspection of any structures that exhibit signs of increased deterioration since the 2016-2017 inspections.

**Task 2 – Analysis and Report**

Following the inspection, a letter report will be developed to update the condition of the structures from the February 2017 condition assessment report. The report will serve as a supplemental report to the February 2017 condition assessment report.

- A/E will review field notes and update inspection tables based on data collected in the field. Inspection tables will be included as an appendix to the inspection report.
- Updated condition ratings will be transcribed to plan view drawings showing the location and extents of identified structural deterioration. Drawings will be included as an appendix to the inspection report.
- If new or advancing deficiencies are identified, the report will include repair or replacement concepts with an estimated Rough Order of Magnitude (ROM) construction cost.
- Following the draft report submittal, A/E will present the results to the City Marina and Engineering Staff.

**Task 3 – Building Inspections (Frescos and Sailing Center)**

A/E will conduct walkthrough survey and develop a property condition assessment for Fresco’s Waterfront Bistro and the St. Petersburg Sailing Center. The scope of work for each building assessment will be performed by NOVA as outlined separately in their proposal and summarized below.

- Review available as-built drawings/specifications and information requested in proposal by NOVA. Information requested includes, but is not limited to property appraisal, certificate of occupancy, warranty information, inspection records, previously prepared property condition reports, outstanding citations, and past or future improvements.
- Perform walkthrough survey of the buildings in general accordance with ASTM
E2018-15 to visually observe the subject property and to obtain information on material systems and components. The walkthrough survey will include the following components: structure and building envelope, interior elements, roofing, plumbing (sanitary, storm and supply water), heating, air conditioning and ventilation, electrical, vertical transport (if applicable), life safety and fire protection.

- Prepare ROM construction costs to remedy physical deficiencies identified. Costs will not be provided for repairs or improvements classified as cosmetic or decorative.
- Prepare a written report summarizing observations and conclusions. Report will be supplemented with photographic documentation and spreadsheets categorizing near-term and long term repair needs with associated ROM costs.
- Inspection term for this project will be 20 years.
- No testing of materials or engineering calculations to confirm adequacy of existing design are included in this task.

Task 4 -- Building Inspections (Former Marina Manager Building and Marina Store)

A/E will provide scope of services as described in Task 3 for the former marina manager building and the marina store. The scope and fee for Task 4 is contingent upon authorization of Task 3.

III. SCHEDULE

The schedule to complete this scope of work is dependent on tide levels, weather, and access to the underside of the docks. Total expected duration of this scope of work is 8 weeks after NTP, pending weather conditions and confirmation of viable tide levels.

IV. A/E’S RESPONSIBILITIES

A/E will perform an inspection of the City’s overwater marina facilities and selected buildings as outlined in Section II. A/E will supply kayaks for use in the underdeck inspections.

V. CITY’S RESPONSIBILITIES

City to provide access to the marina docks and building facilities as needed to perform the inspections.

VI. DELIVERABLES

A/E shall provide a draft and final condition assessment report for the marina structures as described in Task 2. The report will reference the February 2017 condition assessment report and provide updated/supplemental information and recommendations.

A/E shall provide a condition assessment report for each building as described in Task 3. A/E shall provide a condition assessment report for each building as described in Task 4 if authorized.

Draft reports will be delivered electronically in PDF format. Final reports will be delivered electronically in PDF format with nine (9) hard copies delivered to City Council.

VII. A/E’S COMPENSATION

For Tasks 1 through 4, the City shall compensate the A/E the lump sum amount of $55,579.91 per Exhibit "A" – Fee Breakdown.
VIII. PROJECT TEAM

Moffatt & Nichol, Inc.
Subconsultant - NOVA Engineering and Environmental, LLC

IX. MISCELLANEOUS

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

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

ATTEST

By: ____________________________
Chandrahasa Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: __________________________

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

By: ____________________________
City Attorney (Designee)

Moffatt & Nichol, Inc.
(Company Name)

By: ____________________________
(Signature)
Michael Herrman, Senior Project Manager
(Printed Name and Title)

Date: 12/21/2017

WITNESSES:

By: ____________________________
(Signature)
Nereida Canovas
(Printed Name)

By: ____________________________
(Signature)
Nicole Pauly
(Printed Name)
EXHIBIT A  
Work Task Breakdown  
City of St. Petersburg  
Municipal Marina - 2018 Annual Marina Structures  
Project No. 18061-119

I. Manpower Estimate: All Tasks

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II. Fee Calculation

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<th>Task</th>
<th>Labor Cost</th>
<th>Expenses¹</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
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III. Fee Limit

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<th>Amount</th>
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<tr>
<td>Lump Sum Cost</td>
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<tr>
<td>Allowance*</td>
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<tr>
<td><strong>Total</strong></td>
<td>$55,579.91</td>
</tr>
</tbody>
</table>

IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: Mileage, Rental, Field per Diem.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City’s written authorization.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-04-AUS/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, data collection, design, and permitting services for Washington Terrace Pumping Station and Chemical Injection & Feed System Project in an amount not to exceed $123,971.00 (Engineering Project No. 18065-111; Oracle No. 15785); and providing an effective date.

EXPLANATION: Washington Terrace Pumping Station is located at 2801 66th Street North. The operations staff has requested new chemical storage and feed system for disinfection and pH adjustment at Washington Terrace Pumping Station.

The City has determined that a total of 13 valves within the facility have reached the end of their useful life and will be replaced. The project will replace existing pneumatic suction and discharge valves for the high service pumps with electrically operated DC powered valves. The valving system will include both manual operators and electrical actuators.

Chemical addition at the pump station is recommended to boost disinfectant residual levels, minimize the potential for nitrification, optimize distribution system pH, and provide backup disinfection capability to the Cosme Water Treatment Plant (WTP). A new chemical storage and feed system is proposed at the pumping station, which will include chlorine (via liquid sodium hypochlorite) and ammonia, combined for chloramine disinfection, along with sodium hydroxide for pH adjustment.

On December 13, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and Arcadis, U.S., Inc. ("A/E") for potable water, wastewater, and reclaimed water projects.

Task Order No 16-04-AUS/W, in the amount of $123,971.00 will provide funding for the project management, data collection, design, and permitting services for new chemical storage and feed equipment that will be located within the existing building. The proposed scope also includes design for the replacement of the identified suction and discharge valves.

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends the City authorize the Mayor or his designee to execute Task Order No. 16-04-AUS/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, data collection, design, and permitting services for Washington Terrace Pumping Station and Chemical Injection & Feed System Project in an amount not to exceed $123,971.00 (Engineering Project No. 18065-111; Oracle No. 15785); and providing an effective date.
COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WAS Valve Replacement FY17 Project (15785).

ATTACHMENTS: Resolution
Task Order No. 16-04-AUS/W

APPROVALS: Administrative
Budget

- 2 -
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-04-AUS/W TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST PETERSBURG, FLORIDA AND ARCADIS U.S. INC. ("A/E") DATED DECEMBER 13, 2016, FOR A/E TO PROVIDE PROJECT MANAGEMENT, DATA COLLECTION, DESIGN, AND PERMITTING SERVICES FOR THE WASHINGTON TERRACE PUMPING STATION AND CHEMICAL INJECTION & FEED SYSTEM PROJECT IN AN AMOUNT NOT TO EXCEED $123,971.00 (ENGINEERING PROJECT NO. 18065-111; ORACLE NO. 15785); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Arcadis, U.S., Inc. ("A/E") entered into an architect/engineering agreement on December 13, 2016 for A/E to miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-04-AUS/W for A/E to provide project management, data collection, design, and permitting services for the Washington Terrace Pumping Station and Chemical Injection & Feed System Project in an amount not to exceed $123,971.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-04-AUS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Arcadis U.S. Inc. ("A/E") dated December 13, 2016, for A/E to provide project management, data collection, design, and permitting services for the Washington Terrace Pumping Station and Chemical Injection & Feed System Project in an amount not to exceed $123,971.00.

This resolution shall become effective immediately upon its adoption.

Approved by: Brighsh Prayman, P.E., SP, ENV

Engineering & Capital Improvements Director
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

TO: The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director
        Engineering & Capital Improvements Department

RE: Consultant Selection Information

Task Order No. 16-04-AUS/W in the amount of $123,971.00

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

   The project involves implementing valve replacements and providing a new chemical storage and feed system at the Washington Terrace Pumping Station.

   Arcadis U.S., Inc. has satisfactorily completed similar work, and has expertise in water quality system design and construction.

   Arcadis U.S., Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements, and is familiar with the City Standards.

   Arcadis U.S., Inc. has significant experience in the design, permitting and construction phase activities of water infrastructure improvements.

   This is the fourth Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

### Transaction Report
for
Arcadis US, Inc.

**Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects**

*A/E Agreement Effective - December 13, 2016*

*A/E Agreement Expiration - November 2, 2020*

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<td>Chemical Storage and Feed System</td>
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**Total:** 109,847.00

Edited: 1/10/2018

Page 1 of 1
This Task Order No. 16-04-AUS/W is made and entered into this ____ day of _____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between Arcadis, U.S., Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City needs to implement valve replacements and provide a new chemical storage and feed system for disinfection and pH adjustment at its Washington Terrace Pumping Station (site) located at 2801 66th Avenue North, St. Petersburg, FL 33702.

The project will replace existing pneumatic suction and discharge valves for the high service pumps with electrically operated DC powered valves. The valving system will include both manual operators and electrical actuators. The City has determined that a total of 13 valves within the facility have reached the end of their useful life and will be replaced. A total of eight manually operated valves, and one electrically operated DC powered valve have been pre-purchased by the City and are stored on site. The remaining valves will be specified for purchase and installation by the selected contractor.

A new chemical storage and feed system is proposed at the pumping station, which will include chlorine (via liquid sodium hypochlorite) and ammonia, combined for chloramine disinfection, along with sodium hydroxide for pH adjustment. Chemical addition at the pump station is recommended to boost disinfectant residual levels, minimize the potential for nitrification, optimize distribution system pH, and provide backup disinfection capability to the Cosme Water Treatment Plant (WTP). The Cosme WTP will continue to treat water as it currently does to meet water quality regulatory requirements.

New chemical storage and feed equipment will be located within an existing building. The proposed work will include modifications to existing structures including demolition of remaining chlorine gas equipment, if present, preparation of the space for new sodium hypochlorite, ammonia, and sodium hydroxide equipment, routing of new conduit and piping, and installation and startup of new chemical storage and feed equipment. No HVAC improvements are included. The new equipment will include chemical storage, feed pumps, mixing, and monitoring equipment.
II. SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

The A/E will provide the following services for the project:
• Coordination between A/E Project Team and City Project Team.
• Manage project schedule and budget.
• Prepare and distribute agendas and supporting documentation for project meetings.
• Prepare and distribute meeting summaries from project meetings.
• Prepare and submit monthly progress reports and invoices.

TASK 2 - DATA COLLECTION AND PRELIMINARY DESIGN

Upon receipt of a written notice-to-proceed, A/E will proceed with activities that will allow for the completion of a preliminary design. This task will include a preliminary design review meeting with the City to confirm the concept prior to completion of final design. Activities include the following:
• Kick-off Meeting
• Preparation of Preliminary Design
• Preliminary Design Review Meeting
• Site Investigation (verify as-builts, take measurements, etc.)

Task 2.1 - Kick-off Meeting

The A/E will facilitate a kick-off meeting with the City at the project site to discuss project approach, schedule, key milestones, key contacts, and to obtain information from operations staff relative to existing conditions and operational requirements. Prior to the kick-off meeting, A/E will submit a proposed meeting agenda that will include (1) items to be discussed, (2) specific questions to be answered, and (3) additional data requests.

Immediately following the project kick-off meeting, A/E will visit the site with City staff to obtain input on the design, operational and maintenance considerations and requirements, and will gather and review additional pertinent information.

A/E will prepare and submit a meeting summary that documents discussions and action items from the kick-off meeting and facility site visit.

Task 2.2 - Data Collection and Review

The A/E will review existing documentation and recent operating and water quality data that will be used during the preliminary and detailed design of this project. The project team will review available City furnished information, including:

• Available operating reports and treatment performance data, including historical flow and pressure data at the Washington Terrace PS; chlorine residuals, pH, alkalinity data at the Cosme WTP point of entry and at the Washington Terrace PS from 2014 to present.
• "As-built" drawings of the Washington Terrace PS
Proposed water flowrates along with proposed chemical dosing ranges provided by City
Existing elevations versus 100-year flood elevation

Task 2.3 - Preparation of Preliminary Design

Based on the review of available data under Task 2.2.2 and information obtained in Task 2.2.1, the A/E will assess requirements for valve replacements and the new sodium hypochlorite, ammonia, and sodium hydroxide chemical storage and feed systems. As part of this assessment, A/E will complete the following activities:

- Confirm valve configuration, intended operation (manual/electric)
- Design of conduits and conductors from existing DC power source. Conductors will be installed and/or reused, where feasible, for integration into SCADA by others.
- Hydraulic calculations will be performed to estimate appropriate closing times for the automated valves. This timing will assist in coordination valve operator type and sizes with electric valve operator manufacturers. SCADA integration is not included in this project scope.
- Confirm required dosages, feed rates, and metering pump selection
- Evaluate equipment arrangements and sizing requirements
- Participate in up to two design review meetings (2 hours each) with Job Order Contracting (JOC) Contractor and the City
- Develop concept level opinion of probable construction cost (EOPCC)
- Prepare a preliminary design which will include a construction schedule
- Prepare preliminary drawings, including: single line process diagram, a flow diagrams, site layout, equipment list, process and instrumentation diagrams, and electrical layout.
- Assess and summarize regulatory permitting requirements

A/E will summarize the above effort into a draft Preliminary Design memorandum summarizing the findings and recommendations for the replacement valves and chemical storage and feed systems. The memorandum will summarize the basis of design criteria, control philosophies, opinion of probable construction costs, proposed construction schedule, and construction phasing and sequencing plan. The draft memorandum will be submitted to the City for review and comment. Upon receiving comments, A/E will finalize the preliminary site layout and preliminary equipment list. This preliminary design will show the general arrangement of equipment along with proposed chemical injection locations, design recommendations. A/E will prepare and submit a Final Preliminary Design Memorandum that addresses the City's comments.

Task 2.4 - Preliminary Design Review Meeting

Following submittal of the draft Preliminary Design Memorandum, a review meeting will be held between the A/E and the City to discuss the preliminary design. The City will provide input on the preliminary design and on the proposed method of procurement of the equipment install and start-up. A/E will prepare and submit a meeting summary that documents discussions and action items from the preliminary design review meeting.
TASK 3 - DESIGN

Based upon the outcome of Task 2, the A/E will develop detailed design documents. The design drawings will be prepared in AutoCAD. Project specifications will be Technical Specifications only in CSI format, 2014 MasterFormat.

To expedite the project, the Final Design will be delivered at two stages as described in tasks 3.1 and 3.2.

At each stage, an engineer's opinion of probable construction cost (EOPCC) will be provided. The estimates will be prepared at a Class III level in accordance with American Association of Cost Engineers (AACE) guidelines.

Task 3.1 - Draft Detailed Design

Based on the approved Preliminary Design Memorandum, A/E will prepare a draft design submittal composed of contract drawings (11” x 17”) and draft technical specifications. The design submittal will include mechanical, structural, electrical, and instrumentation and controls design documents. One electronic copy will be submitted to the City for review. Staff comments will be acknowledged, and comments will be incorporated into the subsequent design package.

A/E will prepare and lead one meeting to review the draft design submittal and discuss City comments within one week of submittal of the draft contract documents. A/E will prepare and distribute a meeting agenda and meeting summary documenting comments and action items from the design review meeting.

Task 3.2 - Final (100%) Detailed Design

Based on the approved draft submittal, A/E will prepare a final (100%) design submittal composed of contract drawings (11” x 17”) and final technical specifications.

TASK 4 - PERMITTING

The A/E will attend and participate in one pre-application meeting with each of the permitting agencies described within this task. The A/E will prepare permit applications and corresponding backup documentation. The City will sign permit applications as the Permittee and the A/E will sign as the Professional Engineer(s) in Responsible Charge of Designing Project. The A/E will submit permit applications to the responsible regulatory agency on behalf of the City. The City will pay all permit application fees. The anticipated permit applications are listed below:

- City Building Department
- Florida Department of Environmental Protection (FDEP) APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS, FDEP Form 62-555.900(1).

The A/E will respond to up to two requests for additional information from each permitting agency.
III. **SCHEDULE**

A preliminary schedule of the work (calendar days from notice to proceed) is summarized below.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Calendar Days to Complete Task</th>
<th>Completion Date (Calendar Days from NTP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTP</td>
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<td>0</td>
</tr>
<tr>
<td>Kick off</td>
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<tr>
<td>Data Collection</td>
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<td>30</td>
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<tr>
<td>Preliminary Design</td>
<td>7</td>
<td>37</td>
</tr>
<tr>
<td>Design Review Meeting</td>
<td>45</td>
<td>82</td>
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<tr>
<td>Draft Design</td>
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<td>89</td>
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<tr>
<td>Draft Design Review</td>
<td>45</td>
<td>134</td>
</tr>
<tr>
<td>Final Design</td>
<td>45</td>
<td>134</td>
</tr>
</tbody>
</table>

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

The A/E shall perform the tasks outlined in Section II. Scope of Services.

V. **CITY'S RESPONSIBILITIES**

City will provide requested data in electronic format for ease of compilation and evaluation.

City will provide access to Washington Terrace Pump Station and meeting space.

VI. **DELIVERABLES**

All deliverables to be in electronic pdf format unless hard copies are specified below.

**Task 1**
- Meeting Agendas and Summaries
- Monthly Progress Reports

**Task 2.1**
- Kick-off Meeting Agenda and Summary

**Task 2.2**
- Request for Additional Information (if necessary)
Task 2.3
• Preliminary Design Memorandum (draft and final) 12 hard copies for the final only

Task 2.4
• Meeting Agenda and Summary

Task 3.1
• Draft Contract Drawings and Technical Specifications (4 hard copies)

Task 3.2
• Final Contract Drawings and Technical Specifications (9 hard copies)

Task 4
• Permit

VII. A/E'S COMPENSATION

For Tasks 1 through 4, the City shall compensate the A/E the lump sum amount of $108,971.00.

This Task Order establishes an allowance in the amount of $15,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total not to exceed amount for this Task Order is $123,971.00, per Appendix A.

VIII. PROJECT TEAM

The project team is comprised entirely by staff of Arcadis US, Inc. No subconsultants or subcontractors are required.

IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their
duly authorized representatives on the day and date first above written.

ATTEST

By: ________________________________
Chandrahasa Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: ________________________________

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

By: ________________________________
City Attorney (Designee)

Arcadis U.S., Inc.
(Company Name)

By:  ________________________________
(Signature)

David Gordon, Associate VP
(Printed Name and Title)

Date: ____________

WITNESSES:

By: ________________________________
(Kristin Volecovsky)
(Printed Name)

By: ________________________________
(Signature)

By: ________________________________
(Chris Moody)
(Printed Name)
## APPENDIX A

**Work Task Breakdown**  
City of St. Petersburg  
Washington Terrace Pumping Station Valve Replacement and Chemical Storage and Feed System  
Project No. 18065-111

### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct labor rates classifications</th>
<th>Principal</th>
<th>Senior Project Manager</th>
<th>Senior Engineer (Mechanical/Process)</th>
<th>Engineer (Mechanical/Process)</th>
<th>Senior Engineer (Structural)</th>
<th>Engineer (Structural)</th>
<th>Senior Engineer (Electrical)</th>
<th>Engineer (Electrical)</th>
<th>CAD Designer</th>
<th>Admin Asst II</th>
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<td>216</td>
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<td>$108,971.00</td>
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### II. Fee Calculation

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<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
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<tr>
<td>3</td>
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<tr>
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<td><strong>Total</strong></td>
<td>$108,971.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$108,971.00</td>
</tr>
</tbody>
</table>

### III. Fee Limit

**Lump Sum Cost**: $108,971.00  
**Allowance**: $15,000.00  
**Total**: $123,971.00

### IV. Notes:

1. Rate x overhead = profit (per contract).  
2. Includes expenses for:  
3. Includes 15 percent markup of SUBCONSULTANT (per contract).  
4. Allowance to be used only upon City's written authorization.
MEMORANDUM

Council Meeting of February 1, 2018

TO: Honorable Chair Lisa Wheeler-Bowman and Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Susan C. Nichols as a regular member to the Social Services Allocations Committee to serve an unexpired three-year term ending September 30, 2018.

I respectfully request that Council confirm the appointment of Susan C. Nichols as a regular member to the Social Services Allocations Committee to serve an unexpired three-year term ending September 30, 2018.

A copy of Ms. Nichols resume has been provided to the Council office for your information.

RK/cs
Attachments
cc: C. Smith, Veterans, Social and Homeless Services Manager
A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR MEMBER TO
THE SOCIAL SERVICES ALLOCATIONS
COMMITTEE; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the of appointment of Susan C. Nichols as a regular member to the
Social Services Allocations Committee to serve an unexpired three-year term ending September
30, 2018.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney (or Designee)
MEMORANDUM

Council Meeting of February 1, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of John Buie as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2019.

I respectfully request that Council confirm the appointment of John Buie as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2019.

A copy of Mr. Buie’s resume has been provided to the Council office for your information.

RK/cs
Attachment
cc: D. Goodwin, Planning & Economic Development Director
E. Abernethy, Zoning Official
A RESOLUTION CONFIRMING THE APPOINTMENT OF JOHN BARIE AS AN ALTERNATE MEMBER TO THE DEVELOPMENT REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of John Buie as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
MEMORANDUM

Council Meeting of February 1, 2018

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirming the reappointment of Jo Ann Malone as a regular member, Realtor Category to the Code Enforcement Board to serve a three-year term ending December 31, 2020. Confirming the appointment of Jarrett P. Sanchez as a regular member to the Code Enforcement Board to serve a three-year term ending December 31, 2020.

I respectfully request that Council confirm the reappointment of Jo Ann Malone as a regular member, Realtor Category to the Code Enforcement Board to serve a three-year term ending December 31, 2020.

I respectfully request that Council confirm the appointment of Jarrett P. Sanchez as a regular member to the Code Enforcement Board to serve a three-year term ending December 31, 2020.

RK/cs
Attachment
cc: M. Dove, Neighborhood Affairs Director
    R. Gerdes, Code Compliance Assistance Director
A RESOLUTION CONFIRMING THE APPOINTMENT AND REAPPOINTMENT OF REGULAR AND MEMBERS TO THE CODE ENFORCEMENT BOARD; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Jo Ann Malone as a regular member, Realtor Category to the Code Enforcement Board to serve a three-year term ending December 31, 2020.

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Jarrett P. Sanchez as a regular member to the Code Enforcement Board to serve a three-year term ending December 31, 2020.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
MEMORANDUM

Council Meeting of February 1, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Reappointment to the Arts Advisory Committee

I respectfully request that Council confirm the reappointment of Kimberly G. Jackson as a regular member to the Arts Advisory Committee to serve a three-year term ending September 30, 2020.

RK/cs
Attachments
cc: W. Atherholt, Arts & International Relations Manager
A RESOLUTION CONFIRMING THE
REAPPOINTMENT OF A REGULAR MEMBER
TO THE ARTS ADVISORY COMMITTEE; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the reappointment of Kimberly G. Jackson as a regular member to
the Arts Advisory Committee to serve a three-year term ending September 30, 2020.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney or (Designee)
MEMORANDUM

Council Meeting of February 1, 2018

TO: Honorable Chair Lisa Wheeler-Bowman and Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirm the appointment and reappointment of regular members to the Nuisance Abatement Board.

I respectfully request that Council confirm the appointment of Sadie Camon and Andrew Pardun as a regular member to the Nuisance Abatement Board to serve an unexpired three-year term ending December 31, 2019.

I respectfully request that Council confirm the reappointment of Michael Bindman as a regular member to the Nuisance Abatement Board to serve a three-year term ending November 30, 2020.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachment
cc: S. Lohn, Police Legal Advisor
    E. Ledbetter, Nuisance Abatement Coordinator
A RESOLUTION CONFIRMING THE
APPOINTMENT AND REAPPOINTMENT OF
REGULAR MEMBERS TO THE NUISANCE
ABATEMENT BOARD; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Sadie Camon and Andrew Pardun as regular members to the Nuisance Abatement Board to fill an unexpired three-year term ending December 31, 2019.

BE IT FURTHER RESOLVED that Council confirms the reappointment of Michael Bindman as a regular member to the Nuisance Abatement Board to serve a three-year term ending November 30, 2020.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

__________________________
City Attorney or (Designee)
TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of December 7 and December 14, 2017 City Council meetings.
A RESOLUTION APPROVING THE MINUTES
OF THE CITY COUNCIL MEETINGS HELD ON
DECEMBER 7 AND DECEMBER 14, 2017; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
the minutes of the City Council meetings held on December 7 and December 14, 2017 are hereby
approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

City Attorney or Designee
Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Karl Nurse, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor Dr. Kanika Tomlin, City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. Steve Kornell. Ed Montanari.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Chief James Mitchell – December 25, 1905, Officer James J. Goodson – December 25, 1947, Firefighter George W. Ludwig – December 19, 1966.

In connection with the approval of the agenda, Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

ADD CB-10 Approving the minutes of the September 28, 2017 City Council meeting.
ADD CB-11 Approving the minutes of the October 5, October 12, and October 19, 2017 City Council meetings.
ADD E-6 Ordinance amending Chapter 25 of the St. Petersburg City Code relating to uses of rights-of-way for the provision of wireless communications services; adding definitions; creating a registration process and amending the permit application process for construction permits in the right-of-way; creating Subsection 25-316 of the St. Petersburg City Code relating to design standards for small wireless facilities.
ADD F-4 Requesting that Pinellas County Schools approve the renaming of the four ballfields adjacent to Lake Vista Park currently known as the "Lakewood Baseball Complex" to the "Dr. Reginald 'Reggie' Ligon Baseball Fields".
ADD F-5 Sidewalk – New Construction Update
ADD  G-2  Requesting a discussion of support for Legal to draft a Resolution requesting the City maintain ownership of the property known as Bayfront Medical Center to bring back to the December 14, 2017 City Council meeting for further discussion and approval. (Councilmember Kennedy)

ADD  G-3  Requesting City Council to continue the public hearings on the water/wastewater rate ordinance and reclaimed water rate ordinance so that the vote on the ordinances can be held during the City Council meeting on December 14, 2017. (Councilmember Kornell)

INFO  H-1  Committee of the Whole: Water Resources Department Management Evaluation (11/20/17)

INFO  H-3  Legislative Affairs & Intergovernmental Relations Committee (11/20/17)

ADD  H-3(a)  A resolution supporting SB 196, HB 219, SB 456 and any other proposed legislation which supports the ability of local governments to respond to the continuing and ever worsening massacres by firearms; urging the Pinellas County delegation to oppose or support certain legislation; instructing the City Clerk to transmit this resolution to certain persons and entities.

ADD  H-3(b)  A resolution supporting HB 347, SB 66 and any other proposed legislation extending non-discrimination protections on the basis of sexual orientation and gender identity; instructing the City Clerk to transmit this resolution to certain persons and entities.

ADD  H-3(c)  A resolution supporting HB 121, SB 90 and any other proposed legislation authorizing enforcement of the ban on texting while driving as a primary offense; instructing the City Clerk to transmit this resolution to certain persons and entities.

ADD  H-3(d)  A resolution supporting the creation of a capital grant program to fund a pilot program to support development and expansion of waterborne transportation in Pinellas County; instructing the City Clerk to transmit this resolution to certain persons and entities.

ADD  H-3(e)  A resolution supporting home rule powers; instructing the City Clerk to transmit this resolution to certain persons and entities.


In connection with approval of the Consent Agenda, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Gerdes that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:
12/07/2017

1. Kathy Fillippelli, 5836 30th Avenue North, spoke regarding housing in St. Petersburg.

2. Lucinda Johnston, 348 11th Avenue Northeast, expressed her appreciation for the St. Petersburg Police Department.

In connection with the Awards and Presentations portion of the agenda, Allen Lloyd, Executive Director of First Night St. Petersburg gave a PowerPoint presentation to Council regarding First Night St. Petersburg. No action was taken.

In connection with the Awards and Presentations portion of the agenda, the Suncoast Sierra Club presented Councilmember Karl Nurse the Black Bear Award. No action was taken.

In connection with reports, Mayor Rick Kriseman gave a presentation to Council regarding the renaming of the “Lakewood Baseball Complex” to the “Dr. Reginald ‘Reggie’ Ligon Baseball Fields”. Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-674 A RESOLUTION CONCERNING THE RENAMING OF THE LITTLE LEAGUE BASEBALL COMPLEX ADJACENT TO LAKE VISTA PARK FROM THE “LAKewood BASEBALL COMPLEX” TO THE “DR. REGINALD ‘REGGIE’ LIGON BASEBALL COMPLEX,” REQUESTING THAT PINELLAS COUNTY SCHOOLS APPROVE SUCH RENAMING; AUTHORIZING EXECUTION OF ANY DOCUMENTATION NEEDED TO ACHIEVE SUCH RENAMING; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinances 728-Z and 759-Z. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 728-Z

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION OF THE PROPERTY GENERALLY BOUNDED BY 27TH STREET SOUTH, AND 5TH AVENUE SOUTH, FROM INDUSTRIAL GENERAL TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.
PROPOSED ORDINANCE NO. 759-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF THE PROPERTY GENERALLY BOUNDED BY 27TH STREET SOUTH, AND 5TH AVENUE SOUTH, FROM IT (INDUSTRIAL TRADITIONAL) TO CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 315-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 315-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), CITYWIDE INFRASTRUCTURE FUND (3027), RECREATION AND CULTURE CAPITAL FUND (3029), MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), DOWNTOWN PARKING IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL IMPROVEMENT FUND (4093), AND PORT CAPITAL IMPROVEMENT FUND (4093), FOR THE FISCAL YEARS 2018 THROUGH 2022; ADOPTING THE FDOT DISTRICT SEVEN’S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2017/18 TO 2021/22; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 316-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 316-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY CODE TO ADOPT CRITERIA FOR RESIDENTIAL CONSTRUCTION IN CERTAIN FLOOD HAZARD AREAS; INCREASING THE HEIGHT REQUIREMENT ABOVE THE FEMA FLOOD ELEVATION REQUIREMENTS; CODIFYING CITY PRACTICES REGARDING BUILDING SLAB ELEVATION FOR ALL RESIDENTIAL CONSTRUCTION; PROVIDING FOR CITY INSPECTIONS OF CERTAIN STRUCTURAL ENCLOSURES; AMENDING THE CITY’S FLOODPLAIN MANAGEMENT ORDINANCE; ADDING NEW SUBMISSION REQUIREMENTS FOR SITE PLANS WITHIN FLOOD HAZARD AREAS; PROVIDING FOR NEW AND REVISED DEFINITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 1106-V. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1106-V

AN ORDINANCE APPROVING A VACATION OF A 10-FOOT EAST/WEST STREET EASEMENT ALONG 5TH AVENUE NORTHEAST AT THE INTERSECTION OF 1ST STREET NORTH AND A 30-FOOT RADIUS STREET EASEMENT AT THE INTERSECTION OF 4TH AVENUE NORTHEAST AND 1ST STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 729-L and 760-Z. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 729-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION FOR A PORTION OF PROPERTY RECORDED AS “PRESERVATION SITE N-68” AND GENERALLY LOCATED SOUTHWEST OF ROOSEVELT BOULEVARD NORTH, JUST WEST OF THE INTERSECTION WITH DR. MARTIN LUTHER KING JR. STREET NORTH, FROM P (PRESERVATION) / ACTIVITY CENTER / TARGET EMPLOYMENT CENTER TO IL (INDUSTRIAL LIMITED) / ACTIVITY CENTER / TARGET EMPLOYMENT CENTER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 760-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR A PORTION OF PROPERTY RECORDED AS “PRESERVATION SITE N-68” AND GENERALLY LOCATED SOUTHWEST OF ROOSEVELT BOULEVARD NORTH, JUST WEST OF THE INTERSECTION WITH DR. MARTIN LUTHER KING JR. STREET NORTH, FROM P (PRESERVATION) TO EC (EMPLOYMENT CENTER); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 317-H. Assistant City Attorney Michael Dema and Engineering Director Brejesh Prayman gave a presentation to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Gillian Leytham, requested this item be deferred to a future City Council meeting.
2. Dan Babilla, requested this item be deferred to a future City Council meeting.
Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 317-H

AN ORDINANCE AMENDING CHAPTER 25 OF THE ST. PETERSBURG CITY CODE RELATING TO USES OF RIGHTS-OF-WAY FOR THE PROVISION OF WIRELESS COMMUNICATIONS SERVICES; ADDING DEFINITIONS; CREATING A REGISTRATION PROCESS AND AMENDING THE PERMIT APPLICATION PROCESS FOR CONSTRUCTION PERMITS IN THE RIGHT-OF-WAY; CREATING SUBSECTION 25-316 OF THE ST. PETERSBURG CITY CODE RELATING TO DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES; AND PROVIDING AN EFFECTIVE DATE.


Chair Rice recessed the meeting at 10:00 a.m. for a short break.

Chair Rice reconvened the meeting at 10:14 a.m.

In connection with reports, Raul Quintana, City Engineering Department gave a PowerPoint presentation regarding the New St. Petersburg Pier Project. Chair Rice asked if there were any person(s) present, there was no response. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-675 A RESOLUTION APPROVING A PARTIAL GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL – BALANCE OF THE WORK IN THE AMOUNT OF $18,098,487 FOR THE NEW ST. PETERSBURG PIER PROJECT ("PROJECT"); APPROVING A GMP PROPOSAL FOR THE ADDITION OF THREE PIER ENHANCEMENT ELEMENTS IN THE AMOUNT OF $2,842,353; ACCEPTING THE FINAL GMP PROPOSAL IN AN AMOUNT NOT TO EXCEED $38,520,687 (WHICH INCLUDES (I) THE PARTIAL GMP PROPOSAL – MARINE STRUCTURAL WORK APPROVED BY CITY COUNCIL ON JUNE 1, 2017 AND THE ABOVE REFERENCED PARTIAL GMP PROPOSAL – BALANCE OF THE WORK, WHICH ARE COLLECTIVELY THE BASE GMP FOR THE PROJECT, AND (II) THE ABOVE REFERENCED GMP FOR THE ADDITION OF THREE PIER ENHANCEMENT ELEMENTS) SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") ON NOVEMBER 17, 2017; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A THIRD AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP
BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JULY 13, 2015, AS AMENDED (“CONTRACT”), TO INCORPORATE THE FINAL GMP PROPOSAL INTO THE CONTRACT, REVISE THE DISADVANTAGED WORKER AND APPRENTICES PROVISION TO CLARIFY GOOD FAITH EFFORTS AND RETAINER, AND MODIFY OTHER NECESSARY PROVISIONS; APPROVING A TRANSFER IN THE AMOUNT OF $3,642,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR SKANSKA’S CONTINGENCY, UNFORESEEN CONDITIONS CONTINGENCY, OVERALL PROJECT CONTINGENCY, AND THE THREE PIER ENHANCEMENTS (THE PLAZA PAVILION, THE ENHANCED SPLASH PAD, AND THE ADDITIONAL BREAKWATER); AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,642,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER VISIONING PROJECT (11988) (ENGINEERING & CID PROJECT NO. 09227-019; ORACLE PROJECT NO. 11988); AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 309-H. Assistant City Attorney Heather Judd gave a presentation to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 309-H entitled:

PROPOSED ORDINANCE NO. 309-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY CODE TO ADD A DEFINITION OF LOW-FLOW TOILET; ADDING LOW-FLOW TOILETS TO REQUIRED PLUMBING SYSTEMS AND EQUIPMENT FOR RESIDENTIAL DWELLING UNITS; ADDING A REQUIREMENT THAT ALL RESIDENTIAL DWELLING UNITS HAVE ATTIC INSULATION OF R-30 OR BETTER RATING; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading as amended.

In connection with public hearings, the Clerk read the title of proposed Ordinance 310-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 310-H entitled:

PROPOSED ORDINANCE NO. 310-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, INC., A FLORIDA CORPORATION, D/B/A DUKE ENERGY, WITHIN THE 31ST STREET SOUTH SPORTS COMPLEX LOCATED AT 4801 - 31ST STREET SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 311-H. Chris Guella, Human Resources Director gave a presentation to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 311-H entitled:

PROPOSED ORDINANCE NO. 311-H

AN ORDINANCE AMENDING CHAPTER 22 OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER’S RETIREMENT SYSTEM BY (1) AMENDING SECTION 22-196 TO ADD A DEFINITION OF EARNABLE COMPENSATION AND BY INCLUDING DRIVER ENGINEER PAY AND CERTAIN OVERTIME HOURS; 2) AMENDING SECTION 22-201 BY CHANGING THE SERVICE-BASED CRITERIA FOR NORMAL RETIREMENT ELIGIBILITY FROM 30 TO 25 YEARS, BY CHANGING THE AGE-BASED CRITERIA FOR NORMAL RETIRED TO 55 YEARS.

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RETIREMENT ELIGIBILITY FROM AGE 53 TO AGE 55, BY ELIMINATING EARLY RETIREMENT WITH REGARD TO APPLICATIONS FILED ON OR AFTER OCTOBER 1, 2017; 3) AMENDING SECTION 22-206 TO CLARIFY THAT A MEMBER MAY ENTER THE DROP AT 25 YEARS OF SERVICE; 4) AMENDING VARIOUS SECTIONS OF DIVISION 4 OF CHAPTER 22 TO CORRECT GRAMMATICAL, TYPOGRAPHICAL AND SCRIVENER’S ERRORS; AND 5) PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, Joshua Johnson, Housing and Community Development Director gave a presentation to Council regarding the proposed resolution. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-676
A RESOLUTION APPROVING AN AMENDMENT TO THE FY 2016-2020 CONSOLIDATED PLAN AND FY 2016/17 AND FY 2017/18 ANNUAL ACTION PLANs ("PLANS") TO PROVIDE REVISIONS TO THE CITIZEN PARTICIPATION PLAN TO PROVIDE FOR A DEFINITION OF LOW- TO MODERATE-INCOME, ENCOURAGE RESIDENTS OF PUBLIC AND ASSISTED HOUSING TO PARTICIPATE IN THE CONSOLIDATED PLANNING PROCESS, TO DISCUSS HOW THE CITY WILL INCLUDE NON-ENGLISH SPEAKING CITIZENS IN THE PROCESS, AMONG OTHER REQUIREMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENTs TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AMENDMENTs; AND PROVIDING AN EFFECTIVE DATE.


Chair Rice recessed the meeting at 11:15 a.m. for a short break.

Chair Rice reconvened the meeting at 11:30 a.m. with Councilmember Montanari being reported as present.

In connection with reports, Clay Smith, Downtown Enterprise Facilities Director and Great Exploration CEO Angeline Howell gave a PowerPoint presentation to Council regarding Great Explorations – FY17 Performance Measures. No action was taken.
In connection with public hearings, the Clerk read the title of proposed Ordinance 312-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. David Delrahim, 3900 Arkansas Avenue Northeast, expressed his concerns regarding the proposed Ordinance.

Andy Burnham, Stantec Consulting Services gave a PowerPoint presentation to Council regarding the proposed Ordinance. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 312-H entitled:

PROPOSED ORDINANCE NO. 312-H

AN ORDINANCE RELATING TO UTILITY RATES; AMENDING CHAPTER 27, SUBSECTIONS 27-405 (B) (1) AMENDING THE STORMWATER UTILITY FEE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 314-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. David Delrahim, 3900 Arkansas Avenue Northeast, spoke in opposition to the proposed Ordinance.
2. Kevin Batdorf, 1801 Nevada Avenue Northeast, spoke in opposition to the proposed Ordinance.
3. Matt Walker, 4527 Huntington Street Northeast, spoke in opposition to the proposed Ordinance.
4. Sharlene Steed, 2660 Canton Street, spoke in opposition to the proposed Ordinance.

Andy Burnham, Stantec Consulting Services gave a PowerPoint presentation to Council regarding the proposed Ordinance. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 314-H entitled:

PROPOSED ORDINANCE NO. 314-H
AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTION 27-177 (a) OF THE ST. PETERSBURG CITY CODE; AMENDING RECLAIMED WATER RATES AND CHARGES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 313-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) were present but did not wish to speak:

1. David Delrahim, 3900 Arkansas Avenue, was in opposition to the proposed Ordinance.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 313-H entilted:

PROPOSED ORDINANCE NO. 313-H
AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTIONS 27-141 (A), 27-144 (C), 27-146 (D), 27-177 (A), AND 27-283 (A) OF THE ST. PETERSBURG CITY CODE; AMENDING VOLUME CHARGES FOR WATER SERVICE; AMENDING VOLUME CHARGES FOR IRRIGATION ONLY ACCOUNTS; AMENDING MONTHLY CHARGES FOR COMMERCIAL WATER ONLY ACCOUNTS; AMENDING RECLAIMED WATER RATES AND CHARGES; AMENDING BASE AND VOLUME CHARGES FOR WASTEWATER SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Chair Rice recessed the meeting at 1:35 p.m. for a lunch break.

Chair Rice reconvened the meeting at 2:26 p.m.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-677 A RESOLUTION APPROVING PARTIAL CONTROL ESTIMATE #2 FOR WRF NW CONSTRUCTION MANAGER FY17 PROJECT (ENGINEERING PROJECT NO. 17063-111; ORACLE NO. 15960) IN AN AMOUNT NOT TO EXCEED $2,085,195 FOR PCL CONSTRUCTION INC. (“PCL”) GENERAL CONDITIONS ($1,961,995), AND PRECONSTRUCTION SERVICES – COURSE SCREEN PROJECT ($123,200) ; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIFTH AMENDMENT TO INCORPORATE THE BELOW REFERENCED PARTIAL CONTROL ESTIMATE INTO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL DATED APRIL 17, 2017, AS AMENDED, AND MODIFY OTHER NECESSARY SECTIONS; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Councilmember Charles Gerdes, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider amending Chapter 16.40.040, City of St. Petersburg Municipal Code to allow for fence construction containing corrugated metal panels and establishing standards for such materials.


In connection with a new business item presented by Councilmember Ed Montanari, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a discussion of support for Legal to draft a Resolution requesting the City maintain ownership of the property known as Bayfront Medical Center to bring back to the December 14, 2017 City Council meeting for further discussion and approval.


In connection with reports, Elizabeth Abernethy, Zoning Official gave a presentation to Council regarding the Sidewalk – New Construction Update. Chair Rice asked if there were any person(s) present, there was no response. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing, Land Use and Transportation Committee for consideration to consider a discussion regarding sidewalks for new construction.


In connection with the Committee of the Whole: Water Resources Department Management Evaluation report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider a discussion regarding the management evaluation with the fifty-seven recommendations being sub-listed and receiving an update from the City of Gulfport related to the City of Gulfport’s private laterals.


Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Water Resources Department Management Evaluation report of November 20, 2017 presented by Chair Rice.

In connection with the Housing, Land Use and Transportation Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing, Land Use and Transportation Committee report of November 20, 2017 presented by Councilmember Nurse.


In connection with the Legislative Affairs and Intergovernmental Relations Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-678 A RESOLUTION SUPPORTING SB 196, HB 219, SB 456 AND ANY OTHER PROPOSED LEGISLATION WHICH SUPPORTS THE ABILITY OF LOCAL GOVERNMENTS TO RESPOND TO THE CONTINUING AND EVER WORSENING MASSACRES BY FIREARMS; URGING THE PINELLAS COUNTY DELEGATION TO OPPOSE OR SUPPORT CERTAIN LEGISLATION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Wheeler-Bowman moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-679 A RESOLUTION SUPPORTING HB 347, SB 66 AND ANY OTHER PROPOSED LEGISLATION EXTENDING NON-DISCRIMINATION PROTECTIONS ON THE BASIS OF SEXUAL ORIENTATION AND GENDER IDENTITY; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Wheeler-Bowman moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-680  A RESOLUTION SUPPORTING HB 121, SB 90 AND ANY OTHER PROPOSED LEGISLATION AUTHORIZING ENFORCEMENT OF THE BAN ON TEXTING WHILE DRIVING AS A PRIMARY OFFENSE; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Wheeler-Bowman moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-681 A RESOLUTION SUPPORTING THE CREATION OF A CAPITAL GRANT PROGRAM TO FUND A PILOT PROGRAM TO SUPPORT DEVELOPMENT AND EXPANSION OF WATERBORNE TRANSPORTATION IN PINELLAS COUNTY; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Wheeler-Bowman moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-682 A RESOLUTION SUPPORTING HOME RULE POWERS; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Wheeler-Bowman moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Legislative Affairs and Intergovernmental Relations Committee report of November 20, 2017 presented by Vice-Chair Wheeler-Bowman.

CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A
December 7, 2017

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.

2017-661 1. Approving the purchase of Panasonic Toughbook tablets from CDW Government LLC for the Police Department, in the amount of $837,120.

2017-662 2. Approving the renewal of a blanket purchase agreement with Allied Universal Corp. for chlorine for the Water Resources Department, at an estimated cost of $400,000, for a total contract amount of $805,460.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Approving the purchase of two ambulances from Rev RTC, Inc. d/b/a Hall-Mark RTC for the Fire Rescue Department, at a total cost of $398,590.

2. Approving the renewal of blanket purchase agreements with SRT Supply LLC, Red the Uniform Tailor Incorporated, Signal 15, Inc., LESC, Inc., dba Law Enforcement Supply Co. Inc., St. Pete Police Supply, LLC, and Dana Safety Supply, Inc., for protective body armor vests for the Police Department, at an estimated annual amount of $185,000, for a total contract amount of $310,000.

3. Accepting a proposal from Kone Inc., a sole source supplier, for elevator maintenance and repair services for the Mahaffey Theater, at a total cost of $134,686. (Eng. & CID Project No. 17216-019, Oracle Project No. 15667); and providing an effective date.

4. Approving the renewal of blanket purchase agreement with Crowder-Gulf Joint Venture, Inc. for storm debris removal and disposal services.

5. Approving disbursement of up to $55,000 from the Capital Repair, Renewal and Replacement Sinking Fund Account for Tropicana Field Capital Projects; approving a supplemental appropriation in the amount of $55,000 from the unappropriated balance of the Tropicana Field Capital Projects Fund (3081) to the Tropicana Field FY18 Improvements Project (TBD); and providing an effective date.

6. Resolution approving the plat of Skye 333 Townhomes, generally located at 333, 339, and 341 8th Street North. (City File 17-20000003)

7. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-05-KCA/STB ("Task Order") to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corp. ("A/E"), for A/E to provide additional engineering design and construction phase services for the Retaining Wall Replacement at 1st Avenue South, east of 16th Street Project in an amount not to exceed $44,814; providing that the total Task Order as amended shall not exceed $91,871; (Engineering Project No. 17073-110; Oracle Nos. 13733 and 15073).
8. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-07-C/STB ("Task Order") as amended to the architect/engineering agreement dated July 19, 2016, between the City of St. Petersburg, Florida and Cardno, Inc. ("A/E") for A/E to provide additional design phase services for the 2nd Avenue NE Seawall Repair Project in an amount not to exceed $25,625.76; providing that the total Task Order, as amended, shall not exceed $59,543.04; (Engineering Project No. 17097-110; Oracle No. 15073).

9. Confirming the appointments by the Mayor to the State Housing Initiatives Partnership ("SHIP") Affordable Housing Advisory Committee ("Committee") in accordance with Section 420.9076, Florida Statutes and City Code Section 17.5-25, for a three year term.

10. Approving the minutes of the September 28, 2017 City Council meeting.

11. Approving the minutes of the October 5, October 12, and October 19, 2017 City Council meetings.

There being no further business, Chair Rice adjourned the meeting at 3:53 p.m.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, December 14, 2017, AT 3:00 P.M.

Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor Dr. Kanika Tomlin, City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovlaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent: Karl Nurse.

Councilmember Nurse entered the meeting at 3:02 p.m.

In connection with the approval of the agenda, Councilmember Wheeler-Bowman moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

MOVED CA-5
Accepting a proposal from Musco Sports Lighting, LLC, a sole source supplier, for athletic field LED lighting for the Parks and Recreation Department, at a total cost of $628,700. [MOVED TO REPORTS AS E-5]

MOVED CA-8
Authorizing the Mayor or his designee to sign and provide the Local Government Verification of Contribution Loan Form to FOUR6 Skyway, LLC, to be included as part of its application under the Florida Housing Finance Corporation (“FHFC”) request for applications number 2017-113; and to provide a loan in the amount of $290,750 from the Local Housing Assistance (“SHIP”) Fund (1019), and a loan in the amount of $165,000 from HOME Investment Partnership (“HOME”) Fund (1113), and approving a supplemental appropriation in the amount of $170,000 from the unencumbered Community Housing Donation Fund (“CHDF”) (1117) balance to the FOUR6 Skyway Project (16468) to fund any project costs for a total combined loan amount of $625,750 for the development of the FOUR6 Skyway, an affordable senior apartment building; providing that the City’s loan closing will be subject to the developer: 1) obtaining the recommendation for approval of FHFC administered 9% low income
12/14/2017

housing tax credit funding prior to June 30, 2018, 2) receiving final site plan approval, and 3) providing all of the standard underwriting due diligence documents to the City in order to close on the City loan by December 15, 2018; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction. [MOVED TO REPORTS AS E-6]

DELETE CA-6

Approving a supplemental appropriation of $76,000 from the unappropriated balance of the Technology Services Fund (5011); approving a three-year Enterprise Agreement, inclusive of software and services, with Environmental Systems Research Institute, Incorporated (ESRI) a sole source supplier for the Department of Technology Services, at a total contract amount of $504,700.

MOVED CA-7

Approving Partial Control Estimate #4 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $1,167,754 for PCL Construction Inc. ("PCL") to procure piping, valves and accessories, and install underground and above ground piping; authorizing the Mayor or his designee to execute The Sixth Amendment to incorporate the above referenced Partial Control Estimate into the Construction Manager Contract between the City of St. Petersburg, Florida and PCL dated April 17, 2017, as amended, and modify other necessary sections; and providing an effective date. [MOVED TO REPORTS AS E-3(e)]

DELETE CB-16

Authorizing the Mayor, or his designee, to sell the surplus, improved City-owned property located at 1018 Melrose Avenue South, St. Petersburg, to Smart Reentry "Incorporated", a Florida not-for-profit corporation, for the sum of $29,000.

MOVED CB-20

Approving the Second Amendment to the architect/engineering Agreement dated January 25, 2017 between the City of St. Petersburg, Florida and ASR U.S., LLC (A/E), as amended, modifying the Scope of Services to remove construction services associated with Injection Well IW-4 and adding additional design and construction services for the NWWRF Reclaimed Water and Injection Wells Improvements Project in an additional amount not to exceed $19,298, for a total contract amount not to exceed of $1,399,548 (Engineering Project No. 17053-111 Oracle No. 15927); authorizing the mayor or his designee to execute the Second Amendment and all documents necessary to effectuate this transaction. [MOVED TO REPORTS AS E-3(f)]

ADD CB-30

Confirming the Mayor’s reappointment of Dr. Delphinia Davis and Mr. Stewart O. Olson as members of the St. Petersburg Housing Authority Board of Commissioners.

ADD CB-31

Confirming the Mayor’s appointment of Ms. Sharlene Gambrell-Davis as members of the St. Petersburg Housing Authority Board of Commissioners.

ADD CB-32

Confirming the appointment of Devon Haggitt as Assistant City Attorney.

INFO E-2

Update on Healthy St. Petersburg Foundation / Bayfront Health
ADD E-2(a) A resolution supporting the City of St. Petersburg’s continued ownership of the Bayfront Hospital Facility; providing that certain changes of circumstances may result in the sale of the Bayfront Hospital Facility being in the best interests of the City and its residents.

ADD E-4 A resolution approving the Key Business Points for a Mixed Use Project with a Parking Structure in the Edge District; supporting Administrations negotiation of a Development Agreement, which shall include terms and conditions consistent with the Key Business Points; providing that such Agreement is subject to City Council approval; and providing an effective date.

INFO G-1 Homeless Leadership Board - (Oral) (Councilmember Foster)
DELETE G-2 Public Arts Commission – (Oral) (Councilmember Kornell)
DELETE G-3 Tampa Bay Regional Planning Council – (Oral) (Councilmember Kornell)
ADD G-4 Tampa Bay Water Report – (Councilmember Nurse)
ADD G-5 Transportation Report – (Chair Rice)
INFO I-7 Ordinance amending Chapter 25 of the St. Petersburg City Code relating to uses of rights-of-way for the provision of wireless communications services; adding definitions; creating a registration process and amending the permit application process for construction permits in the right-of-way; creating Subsection 25-316 of the St. Petersburg City Code relating to design standards for small wireless facilities.


In connection with approval of the Consent Agenda, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Jeff Hearn, 105 Maron Street Northeast, spoke regarding the Foundation for a Healthy St. Pete.
2. Jeff Johnson, 720 28th Avenue North, spoke regarding the Foundation for a Healthy St. Pete.
3. Terri Scott, 2240 9th Avenue South, spoke regarding the Foundation for a Healthy St. Pete.
4. Frank Wells, 1830 20th Street South, spoke regarding the Foundation for a Healthy St. Pete.
5. Alison Barlow, 2424 Andalusia Way Northeast, spoke regarding the Foundation for a Healthy St. Pete.
6. Gene Smith, 430 5th Street North, expressed his support for Councilmember Kennedy and Councilmember Nurse.
7. Don Mastry, 200 Central Avenue, thanked Councilmember Kennedy and Councilmember Nurse for their service.

In connection with reports, Councilmember Nurse gave a PowerPoint presentation to Council regarding athletic field LED lighting for the Parks and Recreation Department. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-717  A RESOLUTION DECLARING MUSCO SPORTS LIGHTING, LLC AS THE SOLE SOURCE SUPPLIER OF ELEVATED LIGHTING FOR SIDE-BY-SIDE TENNIS COURTS FOR THE PARKS AND RECREATION DEPARTMENT; ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF NEW ELEVATED LIGHTING FROM MUSCO SPORTS LIGHTING, LLC FOR THE PARKS AND RECREATION DEPARTMENT AT A TOTAL COST NOT TO EXCEED $628,700; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Chris Ballestra, City Development Administration gave a PowerPoint presentation to Council regarding the Museum of American Arts and Crafts Movement Funding Agreement. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-718  A RESOLUTION APPROVING THE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE AMERICAN CRAFTSMAN MUSEUM, INC. A.K.A MUSEUM OF THE AMERICAN ARTS AND CRAFTS MOVEMENT ("DEVELOPER") FOR THE DEVELOPER TO IMPLEMENT A STREETSCAPE IMPROVEMENT PLAN FOR THE MUSEUM OF THE AMERICAN ARTS AND CRAFTS MOVEMENT IN AN AMOUNT NOT TO EXCEED $500,000; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FUNDING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FUNDING AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A
RESCISSION IN THE AMOUNT OF $300,000 FROM THE UNENCUMBERED BALANCE OF THE CITYWIDE INFRASTRUCTURE FUND (3027), COMPREHENSIVE STREETScape AND GREENSCAPE PROJECT (ORACLE NO. 12897); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE CITYWIDE INFRASTRUCTURE FUND (3027) RESULTING FROM THE ABOVE RESCISSION TO THE MUSEUM OF AMERICAN ARTS AND CRAFTS MOVEMENT STREETSCAPE IMPROVEMENT PLAN PROJECT (ORACLE NO. TBD); APPROVING A RESCISSION IN THE AMOUNT OF $200,000 FROM THE UNENCUMBERED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), INTOWN STREETSCAPE IMPROVEMENT FY15 PROJECT (ORACLE NO. 14602); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $200,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THE ABOVE RESCISSION TO THE MUSEUM OF AMERICAN ARTS AND CRAFTS MOVEMENT STREETSCAPE IMPROVEMENT PLAN PROJECT (ORACLE NO. TBD); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Alfred Wendler, Real Estate and Property Management gave a presentation to Council regarding the Update on Healthy St. Petersburg Foundation / Bayfront Health and proposed resolution. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. John McLain, Bayfront CEO, spoke in support of the proposed resolution.
2. Randall Russell, Foundation for a Healthy St. Pete CEO, spoke in support of the proposed resolution.
3. Janet Paroo, 180 Beach Drive Northeast, spoke in support of the proposed resolution.
4. Dr. Katurah Jenkins Hall, Foundation for a Healthy St. Pete Representative, spoke in support of the proposed resolution.
5. Carrie Hepburn, Foundation for a Healthy St. Pete Representative, spoke in support of the proposed resolution.
6. Keisha Bell, Foundation for a Healthy St. Pete Representative, spoke in support of the proposed resolution.
7. Reverend Watson Hayes, 6709 29th Street South, spoke in support of the proposed resolution.
8. Beth Haughton, 1128 42nd Avenue Northeast, spoke in support of the proposed resolution.
9. Jay Miller, 723 17th Avenue North, spoke in support of the proposed resolution.
Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-719 A RESOLUTION SUPPORTING THE CITY OF ST. PETERSBURG’S CONTINUED OWNERSHIP OF THE BAYFRONT HOSPITAL FACILITY; PROVIDING THAT CERTAIN CHANGES OF CIRCUMSTANCES MAY RESULT IN THE SALE OF THE BAYFRONT HOSPITAL FACILITY BEING IN THE BEST INTERESTS OF THE CITY AND ITS RESIDENTS; AND PROVIDING AN EFFECTIVE DATE.


Chair Rice recessed the meeting at 5:13 p.m. for a short break.

Chair Rice reconvened the meeting at 5:27 p.m.

Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve the sale and transfer by FHSP Holdings, LLC, a Florida limited liability company (formerly known as Bayfront HERO Holdings, LLC), of its 20% equity interest in Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company, to Central Florida HMA Holdings, LLC, a Delaware limited liability company, and corresponding change in voting structure as a result of such sale and transfer, which approval will constitute the required approval of the City Council pursuant to Paragraph 54 of the Amended and Restated Lease Agreement date April 1, 2013 by, among, and between the City of St. Petersburg, Florida, a Florida municipal corporation, Bayfront HMA Medical center, LLC, a Florida limited liability company and Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company.


Chair Rice recessed the meeting at 6:44 p.m. for a dinner break.

Chair Rice reconvened the meeting at 7:32 p.m.

In connection with reports, Alan DeLisle, City Development Administrator and Transportation and Parking Management Director Evan Mory gave a presentation to Council regarding a mixed use project with a parking structure in the Edge District. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:
1. Barbara Voglewede, 118 Dr. Martin Luther King, Jr. Street South, spoke in support of the mixed use project.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-720 A RESOLUTION APPROVING THE KEY BUSINESS POINTS FOR A MIXED USE PROJECT WITH A PARKING STRUCTURE IN THE EDGE DISTRICT; SUPPORTING ADMINISTRATION'S NEGOTIATION OF A DEVELOPMENT AGREEMENT, WHICH SHALL INCLUDE TERMS AND CONDITIONS CONSISTENT WITH THE KEY BUSINESS POINTS; PROVIDING THAT SUCH AGREEMENT IS SUBJECT TO CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

2017-721 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1584 ("LCA 1584") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2017-722 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1230 ("SEC 1230") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2017-723 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 456 ("DMO NO. 456") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN
INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 315-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 315-H entitled:

PROPOSED ORDINANCE NO. 315-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), CITYWIDE INFRASTRUCTURE FUND (3027), RECREATION AND CULTURE CAPITAL FUND (3029), MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), DOWNTOWN PARKING IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL IMPROVEMENT FUND (4043), AND PORT CAPITAL IMPROVEMENT FUND (4093), FOR THE FISCAL YEARS 2018 THROUGH 2022; ADOPTING THE FDOT DISTRICT SEVEN'S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2017/18 TO 2021/22; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 316-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 316-H entitled:

PROPOSED ORDINANCE NO. 316-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY CODE TO ADOPT CRITERIA FOR RESIDENTIAL CONSTRUCTION IN CERTAIN FLOOD HAZARD AREAS; INCREASING THE HEIGHT REQUIREMENT ABOVE THE FEMA FLOOD ELEVATION REQUIREMENTS; CODIFYING CITY PRACTICES REGARDING BUILDING SLAB ELEVATION FOR ALL RESIDENTIAL CONSTRUCTION; PROVIDING FOR CITY INSPECTIONS OF CERTAIN STRUCTURAL ENCLOSURES; AMENDING THE CITY'S FLOODPLAIN MANAGEMENT ORDINANCE; ADDING NEW SUBMISSION REQUIREMENTS FOR SITE PLANS WITHIN FLOOD HAZARD AREAS; PROVIDING FOR NEW AND REVISED DEFINITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1106-V. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1106-V entitled:

PROPOSED ORDINANCE NO. 1106-V

AN ORDINANCE APPROVING A VACATION OF A 10-FOOT EAST/WEST STREET EASEMENT ALONG 5TH AVENUE NORTHEAST AT THE INTERSECTION OF 1ST STREET NORTH AND A 30-FOOT RADIUS STREET EASEMENT AT THE INTERSECTION OF 4TH AVENUE NORTHEAST AND 1ST STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.

In connection with public hearings, the Clerk read the title of proposed Ordinance 317-H. Claude Tankersley, Public Works Administrator gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Gillian Leytham, spoke in support of the proposed Ordinance.
2. Kerry Burrows, spoke in support of the proposed Ordinance.
3. Jason Kofender, expressed his concerns regarding the proposed Ordinance.
4. Sharon Winters, 806 18th Avenue Northeast, spoke in support of the proposed Ordinance.
5. Robin Reed, 705 16th Avenue Northeast, spoke in support of the proposed Ordinance.
6. Peter Belmont, 102 Fareham Place North, expressed his concerns regarding the proposed Ordinance.
7. Cathy Harrelson, 605 48th Avenue North, expressed her concerns regarding the proposed Ordinance.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 317-H entitled:

**PROPOSED ORDINANCE NO. 317-H**

AN ORDINANCE AMENDING CHAPTER 25 OF THE ST. PETERSBURG CITY CODE RELATING TO USES OF RIGHTS-OF-WAY FOR THE PROVISION OF WIRELESS COMMUNICATIONS SERVICES; ADDING DEFINITIONS; CREATING A REGISTRATION PROCESS AND AMENDING THE PERMIT APPLICATION PROCESS FOR CONSTRUCTION PERMITS IN THE RIGHT-OF-WAY; CREATING SUBSECTION 25-316 OF THE ST. PETERSBURG CITY CODE RELATING TO DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinances No. 729-L and 760-Z. A presentation was made by Derek Kilborn, Urban Planning and Historic Preservation Manager regarding proposed Ordinances No. 729-L and 760-Z and a proposed resolution requesting an amendment to the Countywide Plan Map (City File FLUM-48). Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:
1. Cathy Harrelson, 605 48th Avenue North, spoke in opposition to proposed Ordinances No. 729-L and 760-Z and a proposed resolution requesting an amendment to the Countywide Plan Map.

2. Beth Connor, 636 64th Avenue South, spoke in opposition to proposed Ordinances No. 729-L and 760-Z and a proposed resolution requesting an amendment to the Countywide Plan Map.

3. Peter Belmont, 102 Fareham Place North, spoke in opposition to proposed Ordinances No. 729-L and 760-Z and a proposed resolution requesting an amendment to the Countywide Plan Map.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 729-L and 760-Z entitled:

**PROPOSED ORDINANCE NO. 729-L**

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION FOR A PORTION OF PROPERTY RECORDED AS "PRESERVATION SITE N-68" AND GENERALLY LOCATED SOUTHWEST OF ROOSEVELT BOULEVARD NORTH, JUST WEST OF THE INTERSECTION WITH DR. MARTIN LUTHER KING JR. STREET NORTH, FROM P (PRESERVATION) / ACTIVITY CENTER / TARGET EMPLOYMENT CENTER TO IL (INDUSTRIAL LIMITED) / ACTIVITY CENTER / TARGET EMPLOYMENT CENTER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

**PROPOSED ORDINANCE NO. 760-Z**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR A PORTION OF PROPERTY RECORDED AS "PRESERVATION SITE N-68" AND GENERALLY LOCATED SOUTHWEST OF ROOSEVELT BOULEVARD NORTH, JUST WEST OF THE INTERSECTION WITH DR. MARTIN LUTHER KING JR. STREET NORTH, FROM P (PRESERVATION) TO EC (EMPLOYMENT CENTER); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.
A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council refer general discussion regarding preservation to the Health, Energy, Resiliency and Sustainability Committee.


The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinances No. 728-L and 759-Z and a proposed resolution requesting an amendment to the Countywide Plan Map. A presentation was made by Luis Teba, Urban Planning and Historic Preservation Planner regarding proposed Ordinances 728-L and 759-Z and a proposed resolution requesting an amendment to the Countywide Plan Map. (City File FLUM-47-A). Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 728-L and 759-Z entitled:

PROPOSED ORDINANCE NO. 728-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION OF THE PROPERTY GENERALLY BOUNDED BY 27TH STREET SOUTH, AND 5TH AVENUE SOUTH, FROM INDUSTRIAL GENERAL TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.
PROPOSED ORDINANCE NO. 759-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF THE PROPERTY GENERALLY BOUNDED BY 27TH STREET SOUTH, AND 5TH AVENUE SOUTH, FROM IT (INDUSTRIAL TRADITIONAL) TO CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

2017-725  A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.


The Chair reviewed the Quasi-Judicial process to be followed. A presentation was made by Elizabeth Abernethy, Zoning Official regarding an appeal of the Development Review Commission (DRC) approval of a Special Exception and related Site Plan to construct a surface parking lot on a residential-zoned property located at 1616 23rd Avenue North (City File 17-32000022 Appeal). Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Angie Leonetti, 1654 23rd Avenue North, spoke in support of the appeal.
2. April Clark, 1620 23rd Avenue North, spoke in support of the appeal.
3. Thomas Barris, 6191 23rd Avenue North, spoke in support of the appeal.
4. Walter Wood, 1636 23rd Avenue North, spoke in support of the appeal.
5. Harry Ford, spoke in opposition to the appeal.

The following person(s) were present but did not wish to speak:

1. Joanna Barris, 1619 23rd Avenue North, was in support of the appeal.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-726  A RESOLUTION UPHOLDING THE APPEAL RECEIVED ON OCTOBER 11, 2017, (LAPIO APPEAL) AND OVERTURNING THE DEVELOPMENT REVIEW COMMISSION'S APPROVAL OF APPROVAL OF A SPECIAL EXCEPTION AND RELATED SITE PLAN TO CONSTRUCT A SURFACE PARKING LOT ON A RESIDENTIAL-ZONED PROPERTY LOCATED AT 1616 23RD AVENUE NORTH. (CITY FILE 17-32000022 APPEAL) AND DENYING THE SPECIAL EXCEPTION AND RELATED SITE PLAN); MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.
12/14/2017


In connection with the agenda, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing, Land Use and Transportation Committee for consideration to consider receiving the Homeless Leadership Board report, defer the Tampa Bay Water and Transportation Reports to a future City Council meeting, and extend the current City Council meeting past 11:00 p.m.


In connection with reports, Stephanie Lampe, Senior Housing Development Coordinator gave a presentation to Council regarding FOUR6 Skyway, LLC. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-727 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN AND PROVIDE THE LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN FORM TO FOUR6 SKYWAY, LLC, TO BE INCLUDED AS PART OF ITS APPLICATION UNDER THE FLORIDA HOUSING FINANCE CORPORATION ("FHFC") REQUEST FOR APPLICATIONS NUMBER 2017-113; AND TO PROVIDE A LOAN IN THE AMOUNT OF $290,750 FROM THE LOCAL HOUSING ASSISTANCE ("SHIP") FUND (1019), AND A LOAN IN THE AMOUNT OF $165,000 FROM HOME INVESTMENT PARTNERSHIP ("HOME") FUND (1113), AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $170,000 FROM THE UNENCUMBERED COMMUNITY HOUSING DONATION FUND ("CHDF") (1117) BALANCE TO THE FOUR6 SKYWAY PROJECT (16468) TO FUND ANY PROJECT COSTS, FOR A TOTAL COMBINED LOAN AMOUNT OF $625,750 FOR THE DEVELOPMENT OF THE FOUR6 SKYWAY, AN AFFORDABLE SENIOR APARTMENT BUILDING; PROVIDING THAT THE CITY'S LOAN CLOSING WILL BE SUBJECT TO THE DEVELOPER: 1) OBTAINING THE RECOMMENDATION FOR APPROVAL OF FHFC ADMINISTERED 9% LOW INCOME HOUSING TAX CREDIT FUNDING PRIOR TO JUNE 30, 2018, 2) RECEIVING FINAL SITE PLAN APPROVAL, AND 3) PROVIDING ALL OF THE STANDARD UNDERWRITING DUE DILIGENCE DOCUMENTS TO THE CITY IN ORDER TO CLOSE ON THE CITY LOAN BY DECEMBER 15, 2018; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.
12/14/2017


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

2017-728 A RESOLUTION APPROVING THE THIRD AND FINAL RENEWAL TO THE THREE-YEAR BLANKET PURCHASE AGREEMENT WITH ODYSSEY MANUFACTURING CO. TO PROVIDE SODIUM HYPOCHLORITE FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $1,042,780 FOR THE RENEWAL TERM; PROVIDING THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $4,332,980; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

2017-729 A RESOLUTION APPROVING A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH ELECTRICAL ENGINEERING ENTERPRISES, INC., TO PROVIDE MAINTENANCE AND REPAIR SERVICES FOR POWER DISTRIBUTION EQUIPMENT FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $600,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

2017-730 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO RAZORBACK LLC FOR EXTERIOR SURFACE PREPARATION AND PAINTING OF TWO RECLAIMED WATER TANKS AT THE NORTHEAST WATER RECLAMATION FACILITY FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $283,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE WRF NE STORAGE TANK PAINT FY17 PROJECT (15819); AND PROVIDING AN EFFECTIVE DATE.

2017-731 A RESOLUTION DECLARING ASCO POWER SERVICES, INC. TO BE A SOLE SOURCE SUPPLIER; ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF ELECTRICAL CONTROL SYSTEM UPGRADES FROM ASCO POWER SERVICES, INC. FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $256,768.50; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.
A RESOLUTION APPROVING PARTIAL CONTROL ESTIMATE #4 FOR WRF NW NEW INJECTION WELLS FY17 PROJECT (ENGINEERING NO. 17053-11; NWWRF RECLAIMED WATER & INJECTION WELLS IMPROVEMENTS; ORACLE NO. 15927) IN AN AMOUNT NOT TO EXCEED $1,167,754 FOR PCL CONSTRUCTION INC. ("PCL") TO PROCUREMENT PIPE, VALVES AND ACCESSORIES, AND INSTALL UNDERGROUND AND ABOVE GROUND PIPING; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SIXTH AMENDMENT TO INCORPORATE THE BELOW REFERENCED PARTIAL CONTROL ESTIMATE INTO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL DATED APRIL 17, 2017, AS AMENDED, AND MODIFY OTHER NECESSARY SECTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JANUARY 25, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ASR U.S., LLC ("A/E"), AS AMENDED, MODIFYING THE SCOPE OF SERVICES TO REMOVE CONSTRUCTION SERVICES ASSOCIATED WITH INJECTION WELL IW-4 AND ADDING ADDITIONAL DESIGN AND CONSTRUCTION SERVICES FOR THE NWWRF RECLAIMED WATER AND INJECTION WELLS IMPROVEMENTS PROJECT IN AN ADDITIONAL AMOUNT NOT TO EXCEED $19,298, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED OF $1,399,548 (ENGINEERING PROJECT NO. 17053-111 ORACLE NO. 15927); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

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

1. Approving the renewal of a blanket purchase agreement with Morelli Landscaping, Inc. for landscape services, for public facilities and rights-of-way, in the amount of $3,500,000, for a total contract amount of $8,900,000.

2. Approving a supplemental appropriation for FY18 in the amount of $700,000 from the increase in the unappropriated balance of the Sanitation Operating Fund (4021) for yard waste grinding services, with Consolidated Resource Recovery, Inc. for a total contract amount of $1,983,100.

3. Approving the renewal of a blanket purchase agreement with Standard Insurance Company for group ancillary insurance, at an estimated annual premium of $798,509, for a total contract amount of $1,523,237.

4. Approving a new five year support services agreement and first year of annual support from Oracle America, Inc., a sole source supplier, for the Oracle eBusiness Suite and other Oracle and Solaris technology products, for the Department of Technology Services, at a first year cost of $739,396.57.

5. Accepting a proposal from Museco Sports Lighting, LLC, a sole source supplier, for athletic field LED lighting for the Parks and Recreation Department, at a total cost of $628,700. [MOVED TO REPORTS AS E-5]

6. Approving a supplemental appropriation of $76,000 from the unappropriated balance of the Technology Services Fund (5011); approving a three-year Enterprise Agreement, inclusive of software and services, with Environmental Systems Research Institute, Incorporated (ESRI) a sole source supplier for the Department of Technology Services, at a total contract amount of $504,700. [DELETED]

7. Approving Partial Control Estimate #4 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $1,167,754 for PCL Construction Inc. ("PCL") to procure piping, valves and accessories, and install underground and above ground piping; authorizing
the Mayor or his designee to execute The Sixth Amendment to incorporate the above referenced Partial Control Estimate into the Construction Manager Contract between the City of St. Petersburg, Florida and PCL dated April 17, 2017, as amended, and modify other necessary sections; and providing an effective date. [MOVED TO REPORTS AS E-3(c)].

8. Authorizing the Mayor or his designee to sign and provide the Local Government Verification of Contribution Loan Form to FOUR6 Skyway, LLC, to be included as part of its application under the Florida Housing Finance Corporation ("FHFC") request for applications number 2017-113; and to provide a loan in the amount of $290,750 from the Local Housing Assistance ("SHIP") Fund (1019), and a loan in the amount of $165,000 from HOME Investment Partnership ("HOME") Fund (1113), and approving a supplemental appropriation in the amount of $170,000 from the unenumerated Community Housing Donation Fund ("CHDF") (1117) balance to the FOUR6 Skyway Project (16468) to fund any project costs for a total combined loan amount of $625,750 for the development of the FOUR6 Skyway, an affordable senior apartment building; providing that the City’s loan closing will be subject to the developer: 1) obtaining the recommendation for approval of FHFC administered 9% low-income housing tax credit funding prior to June 30, 2018; 2) receiving final site plan approval; and 3) providing all of the standard underwriting due diligence documents to the City in order to close on the City loan by December 15, 2018; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction. [MOVED TO REPORTS AS E-6]
<table>
<thead>
<tr>
<th>Number</th>
<th>Item Description</th>
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<tr>
<td>2017-687</td>
<td>Approving the renewal of a blanket purchase agreement with Bright House Networks, LLC, for internet services for the Department of Technology Services (DoTS), at an estimated annual cost of $94,000, for a total contract amount of $479,000.</td>
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<td>2017-688</td>
<td>Accepting bids from L&amp;H Signs, Inc. and Don Bell Signs LLC for wayfinding signs and installation for the Transportation &amp; Parking Management Department, at a total cost of $411,488.</td>
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<td>2017-689</td>
<td>Approving blanket purchase agreements with Cemex, Inc., Davis Concrete, Inc., and Concrete-on-Call, Inc. for concrete mix materials, at an estimated annual cost of $240,000, for a total contract amount of $360,000.</td>
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<td>2017-690</td>
<td>Renewing an annual service agreement with Intergraph Corporation, dba Hexagon Safety &amp; Infrastructure, for records management software applications for the Police Department, at a total cost of $273,360.36.</td>
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<tr>
<td>2017-691</td>
<td>Approving a three-year blanket purchase agreement with Mac Papers, Inc., for envelopes and utility bill stock for the Marketing Department, at a total contract amount of $240,000.</td>
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<td>2017-692</td>
<td>Renewing an agreement with SCI Distribution LLC, a sole source supplier, for fleet management system maintenance, support and service for the Fleet Management Department, for a total contract amount of $180,000.</td>
</tr>
<tr>
<td>2017-693</td>
<td>Accepting a proposal from Toshiba America Business Solutions, Inc., for public copiers and a print management system for the City's Public Libraries, at a three-year contract amount of $150,000.</td>
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<tr>
<td>2017-694</td>
<td>Expressing support for the Complete Streets project submitted on behalf of the City of St. Petersburg to Forward Pinellas for consideration within the Forward Pinellas Complete Streets Program.</td>
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9. Approving disbursement of up to $275,000 from the Capital Repair, Renewal and Replacement Sinking Fund Account for Tropicana Field Capital Projects; approving a supplemental appropriation in the amount of $275,000 from the unappropriated balance of the Tropicana Field Capital Projects Fund (3081) to the Tropicana Field FY18 Improvements Project (TBD); and providing an effective date.

10. Authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Paul and Jennifer Curry to fence a portion of a City-owned property located at approximately 1711 Main Street, Safety Harbor, for the City’s 36-inch Water Transmission Main for an annual fee of $50.00.

11. Authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Junior Football Athletic Association, Inc., a Florida not-for-profit corporation, for the use of a concession stand/storage area and press box within a portion of the City-owned Campbell Park located at 1312 – 5th Avenue South, St. Petersburg, for a period of thirty-six (36) months for a fee of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

12. Authorizing the Mayor, or his designee, to execute a License Agreement with Thaise Educational and Exposure Tours, Inc., a Florida not-for-profit corporation, for the use of ±300 sq. ft. office space within City-owned Enoch Davis Center located at 1111 – 18th Avenue South, St. Petersburg, for a period of thirty-six (36) months at a rental rate of $200.00 per month, plus $20.00 per month for telephone line access.

13. Authorizing the Mayor, or his designee, to execute a License Agreement with Boys and Girls Clubs of the Suncoast, Inc., a Florida not-for-profit corporation, for the use of ±2,290 sq. ft. classroom space within City-owned Dwight H. Jones Neighborhood Center ("Center"), with the non-exclusive right to utilize the common areas of the Center including, but not limited to, the auditorium located at 1035 Burlington Avenue North, St. Petersburg, for a period of thirty-six (36) months for a nominal fee of $36.00.

14. Authorizing the Mayor, or his designee, to execute a License Agreement with Pinellas Opportunity Council, Inc., a Florida not-for-profit corporation, for the use of ±560 sq. ft. classroom space within City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, for a period of thirty-six (36) months, for a nominal fee of $36.00.

15. Authorizing the Mayor, or his designee, to execute Port-a-Port specific license agreements, with individual owners, to utilize certain land within City-owned Albert Whitted Airport for the continued placement of privately-owned, portable aircraft storage hangars for terms of three (3) years. (Requires affirmative vote of at least six (6) members of City Council.)

16. Authorizing the Mayor, or his designee, to sell the surplus, improved City owned property located at 1018 Melrose Avenue South, St. Petersburg, to Smart Reentry 514
17. Authorizing the Mayor or his designee to execute a Lease Agreement with Hillsborough County, a political subdivision of the State of Florida, for the continued use of City-owned property located in Hillsborough County known as Lake Rogers Park for a period of fifteen (15) years for an initial annual rent of $24,000.

18. Authorizing the Mayor or his designee to execute a Lease Agreement with Hillsborough County, a political subdivision of the State of Florida, for the continued use of City-owned property located in Hillsborough County known as Lake Park for a period of fifteen (15) years for an initial annual rent of $36,000.

19. Authorizing the Mayor, or his designee, to execute a Third Amendment to the Amended and Restated Lease Agreement dated July 15, 2010 between the City of St. Petersburg and Great Explorations, Inc.

20. Approving the Second Amendment to the architect/engineering Agreement dated January 25, 2017 between the City of St. Petersburg, Florida and ASR U.S., LLC ("A/E"), as amended, modifying the Scope of Services to remove construction services associated with Injection Well IW-4 and adding additional design and construction services for the NWWRF Reclaimed Water and Injection Wells Improvements Project in an additional amount not to exceed $19,298, for a total contract amount not to exceed $1,399,548 (Engineering Project No. 17053-111 Oracle No. 15927); authorizing the mayor or his designee to execute the Second Amendment and all documents necessary to effectuate this transaction. [MOVED TO REPORTS AS E-3(f)]

21. Authorizing the Mayor or his designee to accept funding under a State of Florida Department of Transportation ("FDOT") District Seven Highway Landscape Reimbursement And Maintenance Memorandum Of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $330,000 for FY 2018 for a portion of SR 687 (4th Street North); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $330,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY18-1 SR 687 (4th St. N.), Project No. TBD.

22. Authorizing the Mayor or his designee to execute Task Order No. 16-11-KCA/STB ("Task Order") to the architect/engineering agreement between the City of St. Petersburg ("City") and Kisinger Campo & Associates, Corp. ("A/E"), dated July 19, 2016, for A/E to provide design and bid phase services for Bridge Replacement at Bayou Grande Blvd, North of Tanglewood Drive Northeast (Bridge No. 157184) in an amount not to exceed $375,195; (Engineering Project No. 18052-110; Oracle No. 16173); rescinding unencumbered appropriations from the following projects in the Citywide Infrastructure Fund (3027), $10,000 from the Bridge Recon/Ld Testing FY17 Project (15627) and $96,000 from the Bridge Recon/Load Testing FY18 Project (16140); approving a supplemental appropriation in the amount of $106,000 from the unappropriated balance of the Citywide Infrastructure Fund (3027) resulting from these
23. Approving the Second Amendment to the Architect/Engineering Agreement dated July 13, 2015 between the City of St. Petersburg, Florida and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, as amended, for A/E to provide additional design, construction administration and other services for the new St. Petersburg Pier Project in an amount not to exceed $64,800, for a total contract amount not to exceed of $4,550,800; authorizing the Mayor or his designee to execute the Second Amendment.

24. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 14-05-T / GMTI ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and Tierra, Inc. ("A/E"), dated January 24, 2014, for A/E to provide Threshold Inspection Services related to the Police Facility / EOC Project in an amount not to exceed $36,440, providing that the total Task Order, as amended, shall not exceed $158,340; (Engineering Project No. 11234-018; Oracle No. 12847).

25. Approving the minutes of the November 2, November 9, and November 20, 2017 City Council meetings.

26. Authorizing the Mayor or his designee to sign and provide the Local Government Verification of Contribution Loan Form to Anchorage Apartments, Ltd., to be included as part of its application under the Florida Housing Finance Corporation ("FHFC") request for applications number 2017-113; and to provide $90,000 from State Housing Initiatives Partnership ("SHIP") program funding the development of the Anchorage Apartments, an affordable senior apartment complex; providing that the City’s loan closing will be subject to the developer: 1) obtaining the recommendation for approval of FHFC administered 9% low income housing tax credit funding prior to June 30, 2018, 2) receiving final site plan approval, and 3) providing all of the standard underwriting due diligence documents to the City in order to close on the City loan by December 15, 2018; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

27. Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees’ Retirement System ("Plan").

28. Declaring the 33rd Annual MLK Dream Big Parade, to be held on January 15, 2018, to be a special event within the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code; delineating boundaries and the time period within which the declaration is to be effective; suspending pushcart vending permits for public property locations pursuant to Section 16.70.030.1.5. of the St. Petersburg City Code within the delineated boundaries during the time period.

29. Approving fifty-two (52) Forfeiture Fund Program/Projects awarded as a part of the 2017 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his
designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of $110,400 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust (140-2857) to fully fund the awards.

30. Confirming the Mayor’s reappointment of Dr. Delphinia Davis and Mr. Stewart O. Olson as members of the St. Petersburg Housing Authority Board of Commissioners.

31. Confirming the Mayor’s appointment of Ms. Sharlene Gambrell-Davis as members of the St. Petersburg Housing Authority Board of Commissioners.

32. Confirming the appointment of Devon Haggitt as Assistant City Attorney.

There being no further business, Chair Rice adjourned the meeting at 11:41 p.m.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
A RESOLUTION SUPPORTING HB 1261, SB 970 AND ANY OTHER PROPOSED LEGISLATION PROVIDING FOR IMMUNITY FROM CRIMINAL PROSECUTION ANYONE ACTING IN GOOD FAITH AND SEEKING MEDICAL ASSISTANCE FOR DRUG RELATED OVERDOSES; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Medical Examiners Report in 2017 found that 3,550 deaths in Florida were caused by overdose, which is a 40% rise since 2015, and Florida’s total drug related deaths rose by 22% from 2015 to 2016; and

WHEREAS, Florida’s opioid related deaths increased by 35% to 5,725 opioid related deaths in 2016, and the Pinellas County Sheriff’s Office has reported an average of 17 opioid deaths per month in Pinellas County in 2017, which is a 78% increase since 2016; and

WHEREAS, Section 893.21, F.S., is Florida’s “Good Samaritan” overdose immunity law and provides that a person acting in good faith who seeks medical assistance for an individual experiencing a drug related overdose may not be charged, prosecuted, or penalized for possession of a controlled substance; and

WHEREAS, proposed legislation HB 1261 and SB 970 have been filed for consideration during the 2018 session of the Florida Legislature and propose to amend and expand Section 893.21, F.S., by extending immunity to arrests, including alcohol overdoses, extending immunity to those who have a good faith belief of such overdose, expanding the list of offenses for which a person may receive immunity, and providing that a person seeking medical assistance in accordance with the statute may not be penalized for a violation of a condition of pretrial release, probation or parole as a result of seeking such assistance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to support HB 1261, SB 970 and any other proposed legislation providing for immunity from criminal prosecution anyone acting in good faith and seeking medical assistance for drug related overdoses.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.
Approved as to form and content:

Jane Wallace
City Attorney (designee)