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.

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

Setting March 1, 2018 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance approving a vacation of the street corner rights-of-way on each corner of the block bound by Central Avenue, 1st Avenue North, 17th Street North and 18th Street North in the Fuller Subdivision G.T.E. Replat Block 1, Lot 1. (City File 17-33000021)

E. Reports

1. Firestone Grand Prix of St. Petersburg Race Days Resolution

2. Business Development Results 2017 (Oral Report)

3. A resolution recommending Project B7111450363 (“Project”), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry (“QTI”) Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 150% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $6,000 as the City’s share of the local financial support for the Project beginning in State FY 2020, subject to appropriation and conditioned on the Project meeting statutory requirements.

4. Disposition of two (2) City-owned improved properties situated within the South St. Petersburg Community Redevelopment Area.
5. ‘Republic of Estonia Centennial’ Proclamation

F. New Business

1. Requesting a Committee of the Whole (or other relevant committee) to receive a report from administration on opportunities/plans available at City owned Grow Smarter sites. (Councilmember Foster)

2. Requesting a discussion at the HLUT Committee or COW on necessary amendments to City Codes to accomplish an increase in financial support to the City’s Housing Capital Improvement Project (HCIP) Trust Fund. (Councilmember Foster)

3. Requesting a referral to the HLUT Committee (or other relevant committee) for staff to assist in evaluating possible amendments to the Multi-modal Impact Fees and Water Closet Fees to encourage development of affordable units. (Councilmember Foster)

4. Referring to the Housing, Land Use, and Transportation Committee a discussion to consider a variety of approaches to increase the supply of affordable, workforce housing stock in the City of St. Petersburg. (Councilmember Rice)

5. Requesting City Council approval of a resolution opposing HB553. (Chair Wheeler-Bowman)

6. Referring to the Budget, Finance and Taxation Committee to consider a policy change in where we allocate revenue generated from foreclosure auctions and/or disposal of City owned properties to generate funds for a trust fund or revolving loan program for development of affordable housing. (Councilmember Foster)

G. Council Committee Reports

1. Budget, Finance, & Taxation Committee (2/8/18)

2. Public Services & Infrastructure Committee (2/8/18)

   (a) An ordinance amending the City of St. Petersburg City Code, Chapter 9, Code Enforcement, Article IV, Chronic Nuisance Property, Section 9-62, definitions and exemptions, amending the definition of Nuisance Activity to incorporate specified provisions of Chapter 3, Section 3-7, Alcoholic Beverages; providing for severability.

3. Health, Energy, Resiliency & Sustainability Committee (2/8/18)

H. Legal


2. Settlement re: Estate of Larry Allen Barron

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

Public Hearings

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

1. **Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1586.**

2. **Confirming the preliminary assessment for Building Securing Number(s) SEC 1232.**

3. **Confirming the preliminary assessment for Building Demolition Number(s) DMO 458.**

4. **Ordinance 319-H amending the St. Petersburg City Code, Chapter 12 and Chapter 16, Land Development Regulations (LDRs), relating to airport zoning. (City File LDR-2017-09)**

5. **Ordinance 320-H 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.**

**J. Open Forum**

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

2. Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed five-story, 243-unit multi-family development with 5,000 square feet of commercial space, located at 1701 Central Avenue North, consistent with the Intown West Redevelopment Plan. (City File IWRP 17-4a)

3. A Resolution finding that: 1) the disposition of two (2) City-owned improved properties located at 2527 - 31st Street South, St. Petersburg, AND 1018 Melrose Avenue South, St. Petersburg at less than fair value ("Dispositions"), will increase the supply of affordable housing which will further the implementation of the South St. Petersburg Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Dispositions to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

4. Adjournment of Community Redevelopment Agency and Convening of City Council
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 an increase in allocation for temporary staffing services with Personnel Solutions Plus, LLC, in the amount of $1,500,000, for a total contract amount of $3,600,000.

2. Approving the purchase of refuse trucks from Kenworth of Central Florida, Inc., and Rush Truck Centers of Florida, LLC for the Sanitation Department, at a total cost of $1,653,554.

3. Accepting a proposal from Evans Consoles Incorporated, for emergency communications console furniture for the new Police Department Emergency Operations Center, at a total cost of $963,174.44.

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

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

(Procurement)

1. Approving the purchase of one (1) wheeled loader from Ring Power Corporation for the Sanitation Department, at a total cost of $288,402.

2. Approving the renewal of a blanket purchase agreement with Lighthouse Advisors, Inc., a sole source supplier, for design and cost evaluation services for the Pier District, at an estimated annual cost of $60,000, for a total contract amount of $252,000.

(City Development)

3. Resolution approving the plat of Allendale Heights, generally located at 814 32nd Avenue North. (City File 17-20000004)

4. Resolution approving the plat of District on 9th, generally located northwest of the intersection of Arlington Avenue North and Dr. Martin Luther King Jr. Street North. (City File 17-20000006)

5. A resolution approving the First Amendment to the Agreement between the City of St. Petersburg, Florida, and the Department of Environmental Protection, an agency of the State of Florida, dated July 28, 2017 for replacement stationary pumpout station and pumpout vessel for the Municipal Marina; authorizing the Mayor or his Designee to execute the First Amendment and all other necessary documents; and providing an effective date.

6. Authorizing the Mayor, or his designee, to consent to the assignment of the Lease Agreement with St. Pete Aviation Services, LLC., a Florida limited liability company, d/b/a St. Pete Air, to Tampa Bay Air Charter, LLC., a Florida limited liability company, for the use of ±3,500 square feet of space in Maintenance Hangar 3-B, at Albert Whitted Airport. Requires affirmative vote of at least six (6) members of City Council.

(Leisure Services)

7. Authorizing the Mayor or his designee to accept an award in the amount of $10,000 from Healthiest Cities & Counties Challenge paid by the American Public Health Association to support the City's Food is Medicine Program and to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department (190-1573).
8. Authorizing the Mayor or his designee to execute Task Order No. 16-01-HS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Hazen and Sawyer (“A/E”) dated December 5, 2016 for A/E to provide project management, design, and bidding services for the Cosme WTP Sludge Lagoon Project in an amount not to exceed $57,340 (Engineering Project No.18070-111; Oracle No. 16430).

9. 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 for the Water Star Pilot Program, for a total project cost of $49,700.

10. 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 for the Sensible Sprinkling Program Phase 8 for a total cost of $100,000.

(Appointments)

11. Confirm the appointment of a regular member to the Nuisance Abatement Board.

(Miscellaneous)

12. Authorizing the Mayor or his designee to execute an Interlocal Agreement with Pinellas County to conduct a Flow Monitoring Project; approving a supplemental appropriation in the amount of $243,902 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues, to the SAN Flow Monitor Devices FY18 Project (16367)

13. A resolution to express support for the Public Arts Commission to form a Public Art Project Committee for commissioning a statute of Elder Jordan.

14. Approving an amendment to the City Council Policy and Procedures Manual related to the Youth Services Committee.
Note: An abbreviated listing of upcoming City Council meetings.

**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

**Co-Sponsored Events Committee**  
Thursday, February 15, 2018, 1:00 p.m., Room 100

**Budget, Finance & Taxation Committee**  
Thursday, February 22, 2018, 8:00 a.m., Room 100

**Public Services & Infrastructure Committee**  
Thursday, February 22, 2018, 9:15 a.m., Room 100

**Housing, Land Use & Transportation Committee**  
Thursday, February 22, 2018, 10:30 a.m., Room 100

**CRA / Agenda Review**  
Thursday, February 22, 2018, 1:30 p.m., Room 100

**Youth & Family Services Committee**  
Thursday, February 22, 2018, 2:30 p.m., Room 100
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.
The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Ordinance approving a vacation of the street corner rights-of-way on each corner of the block bound by Central Avenue, 1st Avenue North, 17th Street North, and 18th Street North in the Fuller Subdivision G.T.E. Replat Block 1, Lot 1. (City File No.: 17-33000021).

The Administration and the Development Review Commission recommend APPROVAL.

1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for March 1, 2018

The request is to vacate the street corner rights-of-way on each corner of the block bound by Central Avenue, 1st Avenue North, 17th Street North, and 18th Street North in the Fuller Subdivision G.T.E. Replat Block 1, Lot 1.

These easements were dedicated by the replat of Fuller Subdivision G.T.E., approved by City Council in 1979. These easements were requested at that time by the City's Engineering Department. The applicant's goal is to vacate the easements in order to have greater use of the property.

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

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

As of the date of this report, three calls and one email were received from the public in response to the notice. One concern was raised regarding visibility at intersections. The applicant will be required to provide an additional public notice prior to the public hearing before the City Council.
DRC Action: On January 10, 2018, the Development Review Commission (DRC) held a public hearing on the subject application. At the public hearing, the applicant provided an Intersection Sight Distance Exhibit, included as Attachment "A," to address concerns of visibility. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation.

RECOMMENDATION:

The Administration recommends APPROVAL of the street easement vacations, subject to the following conditions:

1. Existing utilities shall be relocated at the expense of the applicant.

2. The applicant shall be responsible for all plans, permits, work, inspections and costs associated with the vacation.

3. As required City Code Section 16.70.050.1.1 F, Approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

Attachments: Parcel Map, Aerial Map, Ordinance with Exhibit "A" – two pages, DRC Staff Report, Attachment "A" - Intersection Sight Distance Exhibit
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF THE STREET CORNER RIGHTS-OF-WAY ON EACH CORNER OF THE BLOCK BOUNDED BY CENTRAL AVENUE, 1ST AVENUE NORTH, 17TH STREET NORTH, AND 18TH STREET NORTH IN THE FULLER SUBDIVISION G.T.E. REPLAT BLOCK 1, LOT 1; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on January 10, 2017 (City File No. 17-33000021):

Legal Description: See attached Exhibit "A" – two pages, incorporated as if fully stated therein.

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

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

1. Existing utilities shall be relocated at the expense of the applicant.

2. The applicant shall be responsible for all plans, permits, work, inspections and costs associated with the vacation.

3. As required City Code Section 16.70.050.1.1 F, Approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

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

LEGAL: [Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT: [Signature]
DESCRIPTION: ALL of the "Street Easements" at the four (4) corners (the Northwest, Northeast, Southeast and Southwest corners) of Lot 1, Block 1, according to the plat of FULLER SUBDIVISION G.T.E. REPLAT, as recorded in Plat Book 80, Page 51, of the Public Records of Pinellas County, Florida.

LEGEND

(P) - PLAT
(S) - SURVEY

NOTE: Refer to the plat of FULLER SUBDIVISION G.T.E. REPLAT, as recorded in Plat Book 80, Page 51, of the Public Records of Pinellas County, Florida, for detail information for LOT 1, BLOCK 1.
January 16, 2018

Castlefrank Florida Holdings
2511 Seven Springs Boulevard
Trinity, FL 34655-3628

Re: Case No.: 17-3300021
Address: 1701 Central Ave;
Parcel ID No.: 24-31-16-29720-001-0010
Request: Approval of the Vacation of the street corner rights-of-way on each corner of the block bound by Central Avenue, 1st Avenue North, 17th Street North, and 18th Street North.

Dear Applicant:

The Development Review Commission at its hearing of January 10, 2018, RECOMMENDED APPROVAL TO THE CITY COUNCIL by a vote of 7-0 the above-referenced request subject to the special conditions in the Staff Report. While a copy of the Staff Report and Vote Record are enclosed, the special conditions are as follows:

SPECIAL CONDITIONS OF APPROVAL:
1. Existing utilities shall be relocated at the expense of the applicant.
2. The applicant shall be responsible for all plans, permits, work, inspections and costs associated with the vacation.
3. As required City Code Section 16.70.050.1.1 F, Approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

If there are any questions, please feel free to call Alexandria Hancock at 727-892-5226.

Sincerely,

[Signature]

Elizabeth Abernethy, AICP
Zoning Official (POD)
Development Review Services Division

Enclosures: Vote Record
ERA/AMH:tw

ec: MaryRobin.Thiele@clearviewland.com; Clearview Land Design, P.L, Agent

P.O. Box 2842
St. Petersburg, FL 33731-2842
T: 727-893-7171
HEARING DATE: January 10, 2018
CASE NO.: 17-33000021

MOTION TO APPROVE:
1# Approval of the Vacation of the street corner rights-of-way on each corner of the block bound by Central Avenue, 1st Avenue North, 17th Street North, and 18th Street North, subject to the conditions in the Staff Report.

AMENDMENTS: MOVED BY: DOYLE
SECOND BY: RUTLAND

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* Alternate

Presentations

X Alexandria Hancock, based on the Staff Report
X Toxey Hall spoke on behalf of the Applicant

"Approved by a unanimous vote of the Commission"

Attendance

X Doyle
X Flynt
X Griner
X Rutland
A Samuel
A Schumaker
A Stowe
X Walker *
X Castellano *

(Need 4 concurring votes to approve the motion & 5 members to make a quorum)
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: To adopt a resolution which reflects the 2018 Race Days for the 2018 Grand Prix Automobile Race starting on 12:01 a.m., March 8, 2018, ending on midnight, March 11, 2018.

EXPLANATION: Pursuant to the City’s Agreement with Green Savoree Racing Promotions, Inc. to produce and conduct an annual automobile race on city streets and public lands, City Council adopted Ordinance No. 702-G on December 9, 2004, for a racing event under State Statutes, establishing a Race Zone (e.g. areas inside the event) and a Clean Zone (e.g. areas within a one block distance outside of the Race Area). Ordinance No. 1013-G, adopted on March 17, 2011, gives City Council the authority to adjust the race dates via resolution.

The proposed resolution amends the Race Days for the 2013 automobile race to reflect a start of 12:01 a.m., March 8, 2018, ending on midnight, March 8, 2018.

RECOMMENDATION: Administration recommends City Council approve the attached resolution.

Attachments: Proposed Resolution

APPROVALS:

Administrative: ___________________________
RESOLUTION NO

A RESOLUTION PURSUANT TO SECTION THREE OF ORDINANCE NO. 702-G, AS AMENDED, ESTABLISHING RACE DAYS FOR THE 2018 FIRESTONE GRAND PRIX OF ST. PETERSBURG DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G in December, 2004 which established a Race Zone and a Clean Zone and regulations to be in effect in each during the Grand Prix of St. Petersburg; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the Race Days during which these Race Zone and Clean Zone regulations and other regulations shall be in effect; and

WHEREAS, Section Three of Ordinance No. 702-G was amended by Ordinance No. 1013-G in March, 2011 to allow City Council to change Race Days by resolution; and

WHEREAS, Section Three of Ordinance No. 702-G was amended in March, 2015 to allow City Council to establish Race Days by resolution.

WHEREAS, the 2018 Firestone Grand Prix of St. Petersburg is scheduled for March 8, 2018 through March 11, 2018.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that pursuant to Section Three of Ordinance No. 702-G, as amended, the Race Days for the 2018 Firestone Grand Prix of St. Petersburg are hereby established to be March 8, 2018 through March 11, 2018, and the Race Days shall begin at 12:01 a.m. on March 8, 2018 and end at midnight on March 11, 2018.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that the Race Zone and Clean Zone regulations and other regulations shall be in effect as set forth in Ordinance No. 702-G, as amended.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
City Attorney (designee)

[Signature]
Chris Ballestra – City Development Managing Director
ST. PETERSBURG CITY COUNCIL
Meeting of February 15, 2018

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

SUBJECT: A resolution recommending that Project B7111450363 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 150% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $6,000 as the City’s share of the local financial support for the Project beginning in State FY 2020, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: Project B7111450363 ("Project"), a confidential project, pursuant to 288.075 Florida Statutes, has filed a State of Florida Qualified Target Industry Tax Refund Program ("Program") application with the State of Florida, Pinellas County, and the City of St. Petersburg. The Project is proposing to expand its existing presence in St. Petersburg. The Project is also considering locating in Atlanta, GA; San Francisco, CA; and Chicago, IL.

The Project has requested confidentiality under Florida Statute 288.075. The QTI Program is an incentive program, administered through the State that provides tax refunds for each new job created by new or expanding businesses in target industries. The amount of tax refund is $4,000 per new job created above 150% of the average wage of the State of Florida as well as bonus of $2,000 as the Project is in a high impact sector.

An estimated 10 new jobs are projected to be created by the Project with annual remuneration at or above 150% of the average wage of the State of Florida ($68,343) and an annual benefit package of $18,500. These earnings will result in an economic impact of $810,480 and 14 new direct and indirect jobs. The Project also will make an investment of $50,000 in construction/renovations and $25,000 in equipment. The economic impact of this capital investment is $67,300. The economic impacts were calculated using the U.S. Bureau of Economic Analysis RIMS II Regional Input-Output Modeling System for Pinellas County.

The tax refund requested by the Project is based on a Program award of $6,000 per job created at 150% of the average State of Florida wage of $68,343 for the 10 new jobs, totaling $60,000. The Program requires local financial support of 20% of the total annual tax refund, or $12,000. The City would be responsible for providing 50% of the local financial support or a maximum of $6,000. Pinellas County is willing to accept financial responsibility for the other 50% of the required local financial support ($6,000) and passed its Resolution of support on February 6, 2018. The QTI tax refund amount is reimbursed to the business by the State of Florida, only after the company has documented the required job creation and state tax payments made. If the Project does not generate sufficient tax revenue or falls short of its employment creation requirements, the refund will be reduced and the City’s share will also be reduced on a pro rata basis.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution recommending that Project B711450363 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 150% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $6,000 as the City’s share of the local financial support for the Project beginning in State FY 2020, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this item will be required beginning in State FY 2020. Funding will be provided subject to annual appropriation and conditioned on the Project meeting statutory requirements.

ATTACHMENTS: Resolution

APPROVALS:

[Signatures]

Administration:

Budget:
Resolution No. 2018 -

A RESOLUTION RECOMMENDING THAT PROJECT B7111450363 ("PROJECT"), A CONFIDENTIAL PROJECT PURSUANT TO SECTION 288.075, FLORIDA STATUTES, BE APPROVED AS A QUALIFIED TARGET INDUSTRY ("QTI") BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 150% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $6,000 AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2020, SUBJECT TO ANNUAL APPROPRIATIONS AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Project B7111450363 ("Project"), a confidential project as defined in Section 288.075, Florida Statutes has applied to the State of Florida's Qualified Target Industry Tax Refund Program ("Program") pursuant to Section 288.106, Florida Statutes, for a tax refund of $60,000 to complete this Project; and

WHEREAS, the basis of the Project's average private sector wage commitment calculation shall be 150% of the average State of Florida wage; and

WHEREAS, the Project will benefit the City of St. Petersburg by creating 10 new jobs that pay an average wage of at least $68,343, which is at least 150% of the average annual wage for the State of Florida, and cause an estimated capital investment of $75,000; and

WHEREAS, under the Program the local community must provide 20% of the funding for the tax refund; and

WHEREAS, Pinellas County is willing to accept financial responsibility for 50% of the local funds required; and

WHEREAS, the Administration has recommended the Project's approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby recommends that Project B7111450363 ("Project"), a confidential project pursuant to Section 288.075, Florida Statutes, be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes; and
BE IT FURTHER RESOLVED, that this City Council has determined the basis of the Project’s average private sector wage commitment calculation shall be 150% of the average State of Florida wage in a designated high impact sector; and

BE IT FURTHER RESOLVED, that this City Council finds that the commitments of local financial support necessary for the Project exist and commits $6,000 as the City’s share of the local financial support for the Project B7111450363 beginning in State FY 2020 subject to annual appropriations, and conditioned on the Project meeting all statutory requirements; and

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: 

Administration: 

Budget: 

Page 2 of 2
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: Disposition of two (2) City-owned improved properties situated within the South St. Petersburg Community Redevelopment Area.

OBJECTIVE: To authorize the Mayor, or his designee, to 1) dispose of the City-owned improved property, situated within the South St. Petersburg Community Redevelopment Area ("South St. Pete CRA"), located at 2527 - 31st Street South, St. Petersburg, to Desolyn N. Brown at the purchase price of $62,000; to pay estimated closing costs not to exceed $3,800; and to make repairs at a cost not to exceed $27,910; AND 2) dispose of the City-owned improved property, situated within the South St. Pete CRA, located at 1018 Melrose Avenue South, St. Petersburg, to Smart Reentry "Incorporated" at the purchase price of $29,000; and to execute all documents necessary to effectuate same; and providing an effective date.

BACKGROUND: The South St. Petersburg Community Redevelopment Area ("South St. Pete CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an inter-local agreement defining the framework for the Community Redevelopment Agency ("Agency") (Resolution No. 13-186). On May 15, 2014, City Council approved the inter-local agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014.

At its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43). The South St. Petersburg Community Redevelopment Plan ("Plan") is a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg. The Plan identifies housing and neighborhood revitalization as a key priority, supported by increasing homeownership, improving and creating decent, safe and sanitary housing conditions, and increasing affordability. To implement these goals, the Agency will engage in, among other things, land assembly, disposition and development efforts and incentivizing affordable and market-rate housing development through financial grants and loans. Under the Plan, and to the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with the Plan.
PRESENT SITUATION

There are two (2) City-owned improved properties, 2527 - 31st Street South ("2527") and 1018 Melrose Avenue South ("1018") (collectively, "Properties"), situated within the CRA that were acquired through mortgage foreclosure action on loans issued by Housing and Community Development ("Housing"). Following acquisition of the Properties, Housing requested Real Estate & Property Management ("Real Estate") to declare the Properties surplus and obtain appraisals, with the intent of making 2527 available for purchase by a first-time, income eligible home buyer, while 1018 would be circulated by Housing amongst its non-profit partners for redevelopment as affordable housing.

Lee L. Brand, Certified Residential Appraiser ("Appraiser"), conducted an appraisal of 2527 on August 3, 2017 ("2527 Appraisal"), indicating a market value of $62,000. Upon review of the 2527 Appraisal, Housing requested Real Estate to make 2527 available for sale, subject to the buyer being a first-time home buyer and meeting Housing's income eligibility criteria for financial assistance, in addition to approval of the sale by City Council. The City received a purchase agreement on 2527 for $62,000 ("Purchase Agreement") from Desolyn N. Brown ("Brown") through Brown's real estate agent, Debbie George, Charles Rutenberg Realty, Inc. ("Broker"). Housing has determined that Brown is a first-time home buyer and meets income eligibility criteria for Housing financial assistance. Brown commissioned a home inspection report ("Report") that noted several repair items. Upon review of the Report, Housing determined the Repairs would be impediments for any first-time home buyer's ability to obtain insurance and financing. Therefore, Housing agreed to make the repairs necessary to successfully close on the transaction. The necessary repairs will include the following: miscellaneous plumbing repairs; repairing interior wall damage; front door and lock replacement; making all windows operable; cleaning the HVAC system and installing new ductwork; miscellaneous electrical repairs; replacing the roof; repairing soffits; miscellaneous repairs to exterior stucco and paint; and termite treatment (collectively, "Repairs"). Housing has completed the bidding process for the Repairs and has selected a contractor to conduct the rehabilitation at a cost not to exceed $27,910. Under the Purchase Agreement, Brown will pay the State documentary stamps on the deed, closing fees, survey, deed recording fee, fee(s) or other charge(s) for recording corrective instruments and any costs associated with Brown's financing. Housing will pay the title commitment fee, owner's title policy fee, and a Broker fee of five percent (5%) of the purchase price, for a total estimated closing cost not to exceed $3,800, and to make repairs at a cost not to exceed $27,910.

Housing determined 1018 would require substantial renovations in order to make the structure suitable for habitation. The Appraiser conducted an appraisal of 1018 on September 20, 2017 ("1018 Appraisal"), indicating the market value of the Property to be $29,000. Upon review of the 1018 Appraisal, and considering the extent of the repairs needed, Housing sought a not-for-profit entity interested in completing the necessary rehabilitation and offered 1018 as affordable housing. Through discussions with Housing, Smart Reentry "Incorporated" ("Smart Reentry"), a Florida not-for-profit corporation, offered to purchase 1018 for $29,000, subject to City Council approval. SMART is an acronym for Self-Motivation After Release Training, which is representative of Smart Reentry's mission to provide training in the construction field to individuals who have come in contact with the criminal justice system and are newly released from Florida State Prisons. Smart Reentry represents that each program participant receives on-
the-job training while working on residential properties in need of rehabilitation, and all rehabilitated homes are rented or sold to low-income families according to U.S. Department of Housing and Urban Development ("HUD") guidelines. The skills developed further enhances each participant's rehabilitation process, preparing them for re-entry and adjustment back into civilian population. Smart Reentry has executed a purchase agreement for $29,000, subject to City Council approval, under which it will pay all costs associated with the closing of the transaction including, but not limited to, title commitment fee, owner's title policy fee, State documentary stamps on the deed, closing fees, survey, deed recording fee, fee(s) or other charge(s) for recording corrective instruments.

Real Estate initiated the public notification process pursuant to Florida Statute §163.380 ("Public Notice"), and on December 10, 2017, a Public Notice requesting alternate proposals by the deadline on January 10, 2018 ("Deadline") was advertised in Tampa Bay Times, which was also made available on the City's website, and additionally advertised in The Bulletin News on December 14, 2017. No alternative proposals were received by the Deadline and Housing subsequently requested Real Estate to proceed with the original offers.

ANALYSIS
The proposed rehabilitation of the Properties will increase affordable housing for low-income families according to U.S. Department of Housing and Urban Development ("HUD") guidelines to achieve its purpose outlined in the Plan objectives.

SUMMARY
The transactions described in this report are consistent with the Plan objectives as they foster improving and creating decent, safe and sanitary housing conditions and increase the supply of affordable housing in the South St. Pete CRA. Due to the additional repairs the City is making to 2527 and repairs that Smart Reentry will be making to 1018, a public hearing was duly noticed and held in accordance with Florida Statue 163.380 in the event the disposition could be construed as being less than the fair value.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for 2527 - 31st Street South was previously appropriated in Fund 3000, Housing Capital Improvement Fund, in the following projects: 12039 ($23,000), 13704 ($4,910) and 12041 ($3,800).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution finding that 1) the disposition of the City-owned improved properties located at a) 2527 - 31st Street South, St. Petersburg, to Desolyn N. Brown at the purchase price of $62,000; to pay estimated closing costs not to exceed $3,800; and to make repairs at a cost not to exceed $27,910; AND b) 1018 Melrose Avenue South, St. Petersburg, to Smart Reentry "Incorporated" at the purchase price of $29,000, at less than fair value ("Dispositions") will increase the supply of affordable housing which will further the implementation of the South St. Petersburg Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; approving the disposition of these properties as aforementioned; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate both transactions for rehabilitation of these Dispositions as affordable housing; and providing an effective date.
ATTACHMENTS: Illustration – Properties
                    Appraisals
                    Resolution

APPROVALS: Administration:

Budget:

Legal: (As to consistency w/attached legal documents)

00360646.docv2
APPRAISAL OF

LOCATED AT:

2527 31st St S
St Petersburg, FL  33712

FOR:

City of St. Petersburg
One 4th Street North 9th Floor
St. Petersburg, FL, 33701

BORROWER:

N/A

AS OF:

August 3, 2017

BY:

Lee L Brand
The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address: 2527 31st St S
City: St. Petersburg
State: FL
Zip Code: 33712

Borrower: N/A
Owner of Record: City of St. Petersburg
County: Pinellas

Legal Description: Gateway Sub Lot 10 Less Rd
Assessor's Parcel #: 35 31 16 30384 000 0100
Tax Year: 2016
R.E. Taxes: $ 1,021.00

Neighborhood Name: Gateway
Map Reference: 35 31 16
Census Tract: 207.00

Occupant: Owner
Tenant: None
Vacant: None
Special Assessments: $ 0.00
PUD: HOA: $ 0.00
Per year: Per month

Property Rights Appraised: X Single Family
Leasehold: None
Other: None

Assignment Type: Purchase Transaction
Reliance Transaction: None
Other: None
Market Value

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? X Yes No

Report data sources used, offering price(s), and date(s). MFRLMS.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? X Yes No

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? X Yes No
If Yes, report the total dollar amount and describe the items to be paid.

Is the neighborhood generally conforming to the neighborhood (functional utility, style, condition, use, construction, etc.)? X Yes No
If No, describe.

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? X Yes No
If No, describe.

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? X Yes No

Are the utilities and off-site improvements typical for the market area? X Yes No
If No, describe.

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? X Yes No
If No, describe.

Are the utilities and off-site improvements typical for the market area? X Yes No
If No, describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? X Yes No
If Yes, describe.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? X Yes No
If Yes, describe.

The subject property has not been made aware of the existence of hazardous substances or detrimental conditions on or near the subject site.  No adverse easements, conditions, encroachments of adverse influences noted or observed. A survey was not supplied for appraisal purposes.

The subject property is considered to be in average condition with deferred maintenance noted. The home has newer kitchen cabinets, updated bath, newer water heater and HVAC. The roof appeared to be in less than average condition and exterior paint was starting to show signs of wear.

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? X Yes No

Are there any physical deficiencies or adverse conditions that affect the liability, soundness, or structural integrity of the property? X Yes No
If Yes, describe.

The subject property has not been made aware of the existence of hazardous substances or detrimental conditions on or near the subject site.  No adverse easements, conditions, encroachments of adverse influences noted or observed. A survey was not supplied for appraisal purposes.

The subject property is considered to be in average condition with deferred maintenance noted. The home has newer kitchen cabinets, updated bath, newer water heater and HVAC. The roof appeared to be in less than average condition and exterior paint was starting to show signs of wear.
The appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or subject to the following required repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $62,000.

### Summary of Sales Comparison Approach

<table>
<thead>
<tr>
<th>Subject Property Address</th>
<th>Sale Price</th>
<th>Sale Price/Adj. Liv. Area</th>
<th>Date of Sale/Transfer</th>
<th>Effective Date of Data Source(s)</th>
<th>Description of Comparable Property</th>
<th>Adjusted Sale Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2579 14th Ave S, St Petersburg, FL 33712</td>
<td>$55,000</td>
<td>11/2016</td>
<td>03/31/2017</td>
<td>Microbase, MFRMLS U7802339</td>
<td>2 Car Driveway</td>
<td>$55,000</td>
<td></td>
</tr>
<tr>
<td>2527 31st St S, St Petersburg, FL 33712</td>
<td>$52,300</td>
<td>11/2016</td>
<td>11/2016</td>
<td>Microbase, MFRMLS U7806190</td>
<td>2 Car Driveway</td>
<td>$52,300</td>
<td></td>
</tr>
<tr>
<td>1411 31st St S, St Petersburg, FL 33712</td>
<td>$69,900</td>
<td>03/03/2017</td>
<td>08/03/2017</td>
<td>Microbase, MFRMLS U7792896</td>
<td>2 Car Driveway</td>
<td>$69,900</td>
<td></td>
</tr>
</tbody>
</table>

### Appraiser's Certification

As stated below per Microbase, MFRMLS.

As of ____________, which is the date of inspection and the effective date of this appraisal.

### Comparative Sales Data

<table>
<thead>
<tr>
<th>Description</th>
<th>Subject Property Address</th>
<th>Sale Price</th>
<th>Sale Price/Adj. Liv. Area</th>
<th>Date of Sale/Transfer</th>
<th>Effective Date of Data Source(s)</th>
<th>Description of Comparable Property</th>
<th>Adjusted Sale Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comparable Sale No. 1</td>
<td>2579 14th Ave S, St Petersburg, FL 33712</td>
<td>$55,000</td>
<td>11/2016</td>
<td>03/31/2017</td>
<td>Microbase, MFRMLS U7802339</td>
<td>2 Car Driveway</td>
<td>$55,000</td>
<td></td>
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<tr>
<td>Comparable Sale No. 2</td>
<td>2527 31st St S, St Petersburg, FL 33712</td>
<td>$52,300</td>
<td>11/2016</td>
<td>11/2016</td>
<td>Microbase, MFRMLS U7806190</td>
<td>2 Car Driveway</td>
<td>$52,300</td>
<td></td>
</tr>
<tr>
<td>Comparable Sale No. 3</td>
<td>1411 31st St S, St Petersburg, FL 33712</td>
<td>$69,900</td>
<td>03/03/2017</td>
<td>08/03/2017</td>
<td>Microbase, MFRMLS U7792896</td>
<td>2 Car Driveway</td>
<td>$69,900</td>
<td></td>
</tr>
</tbody>
</table>

### Appraisal of the Subject Property

As of ____________, which is the date of inspection and the effective date of this appraisal.

ASAP APPRAISALS, INC.

Page 2 of 6
ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED REPRODUCTION OR REPLACEMENT COST NEW

Source of cost data

Quality rating from cost service

Effective date of cost data

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

OPINION OF SITE VALUE . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . =  $

Dwelling Sq. Ft. @ $ . . . . . . . . . . . . =  $

Porch

Garage/Carport Sq. Ft. @ $ . . . . . . . . . . . . =  $

Total Estimate of Cost-New . . . . . . . . . . . . . . . . . . =  $

Less Physical Functional External

Depreciation $0 = $ 0

Depreciated Cost of Improvements . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . =  $

As is "Value of Site Improvements . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . =  $

INDICATED VALUE BY COST APPROACH . . . . . . . . . . . . . . . . . . . . . . =  $

COST APPROACH

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners’ Association (HOA)?

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? Yes No

If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No

If No, describe completion.

Are the units, common elements, and recreation facilities complete? Yes No

If No, describe the status of completion.

Are the common elements leased to or by the Homeowners’ Association? Yes No

If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

N/A
This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser’s continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed in what they are about to do or to buy; (3) each party acts in what he or she considers his or her own best interest; (4) a reasonable time is allowed for exposure in the open market; (5) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgage or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser’s or supervisory appraiser’s (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagor or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<table>
<thead>
<tr>
<th>APPRAISER</th>
<th>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</th>
</tr>
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<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name Lee L Brand</td>
<td>Name</td>
</tr>
<tr>
<td>Company Name ASAP Appraisals of Tampa Bay, Inc.</td>
<td>Company Name</td>
</tr>
<tr>
<td>Company Address 7853 Gunn Hwy. #240</td>
<td>Company Address</td>
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<tr>
<td>Telephone Number 813-949-0272</td>
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<td>Email Address <a href="mailto:asap@tampabay.rr.com">asap@tampabay.rr.com</a></td>
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</tr>
<tr>
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<td>Effective Date of Appraisal</td>
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<tr>
<td>Expiration Date of Certification or License 11/30/2018</td>
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ADDRESS OF PROPERTY APPRAISED

2527 31st St S
St Petersburg, FL 33712

APPRaised VALUE OF SUBJECT PROPERTY $62,000

LENDER/CLIENT

Name No AMC

Company Name City of St. Petersburg

Company Address One 4th Street North 9th Floor
St. Petersburg, FL 33701

Email Address

SUBJECT PROPERTY

Did not inspect subject property
Did inspect exterior of subject property from street

Date of Inspection
Date of Inspection

COMPARABLE SALES

Did not inspect exterior of comparable sales from street
Did inspect exterior of comparable sales from street

Date of Inspection
Date of Inspection
Neighborhood Description
The subject neighborhood is located within reasonable driving proximity to Schools, employment and shopping. The subject neighborhood consists of average quality single family homes that vary in age, size, and design. The subject neighborhood has average market acceptance and average turnover ratio. There are no adverse factors noted. The subject property is located in close proximity to Perkins Elem. School, local shopping areas, I-275 and downtown St Petersburg. The subject market area is a mix of both owner occupied and investor owned rental properties. The majority of the transactions within the subject market area have been REO's which are typically in less than average condition. The subject market has seen a sharp decline in prices which appear to have leveled off.

Neighborhood Market Conditions
After the rapidly appreciating market in 2004 thru mid 2006, the market begin a period of rapid decline from the end of 2006 thru early to mid 2009. From mid 2009 thru early to mid 2012 property values stabilized. From mid 2012 thru present, property values appear to be on the rise in some segments of the market due to pent up demand, low affordable prices and low interest rates. The supply of available listings is currently in balance. Appropriately priced/marketed homes are selling within 90 days.

Comments on Sales Comparison
All three sales provided were the best available of sales. All three sales were the most recent and represent current market value within the subject market area. Marketing time for all three sales was between 3-148 days. Sale prices for comparable sales ranged between 74%-100% of list prices. The subject property is in average condition for the subject market area with some needed repairs. Sales 1 & 2 per MLS are in fair condition and have been adjusted for overall inferior condition. Sale 3 per MLS, is in good condition with recent updating and has been adjusted for overall superior condition. All comparables provided are of a similar quality and located within the subject defined market area. All comparables provided would attract the same or similar buyers seeking a property similar to the subject property within the subject's defined market area. All comparables provided utilized in the report bracket most if not all of the aspects of the subject property, all adjustments were made using matched pair data analysis. All adjustments are considered reasonable and market oriented. All adjustments have been rounded to reflect typical interactions between buyers and sellers, with the exception of the gross living area which as been adjusted on a price per square foot adjustment. Equal weight was given to all sales provided due to overall comparability to the subject property, as all of sales provided bracket most of the amenities of the subject property.
# USPAP ADDENDUM

**File No.** 71172

| Borrower: | N/A |
| Property Address: | 2527 31st St S |
| City: | St Petersburg |
| County: | Pinellas |
| State: | FL |
| Zip Code: | 33712 |

**Lender:**

This report was prepared under the following USPAP reporting option:

- **X** Appraisal Report  
  A written report prepared under Standards Rule 2-2(a).

  - **☐** Restricted Appraisal Report  
    A written report prepared under Standards Rule 2-2(b).

---

## Appraisal and Report Identification

**Reasonable Exposure Time**

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: **under 90 Days**

The appraiser is estimating that the exposure time for the subject to sell at the estimated market value is under 3 months at typical marketing such as local MLS.

---

**Additional Certifications**

- **X** 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 performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

---

**Additional Comments**

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**Appraiser:**

| Name: | Lee L Brand |
| Date Signed: | 08/03/2017 |
| State Certification #: | Cert Res RD2427 |
| State: | FL |
| Expiration Date of Certification or License: | 11/30/2018 |
| Effective Date of Appraisal: | 08/03/2017 |

**Supervisory Appraiser (only if required):**

| Signature: |  |
| Name: |  |
| Date Signed: |  |
| State Certification #: |  |
| State: |  |
| Expiration Date of Certification or License: |  |
| Supervisory Appraiser inspection of Subject Property: |  |
FLOORPLAN SKETCH

File No. 71172

Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

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<tr>
<th>Code</th>
<th>Description</th>
<th>Net Size</th>
<th>Net Totals</th>
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<tr>
<td>GLA1</td>
<td>First Floor</td>
<td>1205.00</td>
<td>1205.00</td>
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<tr>
<td>P/P</td>
<td>Porch</td>
<td>25.00</td>
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Net LIVABLE Area (rounded) 1205

LIVING AREA BREAKDOWN

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<th>Subtotals</th>
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<tr>
<td>First Floor</td>
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<tr>
<td>10.0 x 13.0</td>
<td>130.00</td>
</tr>
</tbody>
</table>

2 Items (rounded) 1205
Subject Photo Addendum

File No. 71172

Kitchen

Living room

Bath
Bedroom

Bedroom

Bath
Bedroom

Laundry

Dining
COMPARABLE PROPERTY PHOTO ADDENDUM

File No. 71172

COMPARABLE SALE #1
1766 27th St S
St Petersburg, FL 33712

COMPARABLE SALE #2
2579 14th Ave S
St Petersburg, FL 33712

COMPARABLE SALE #3
1411 31st St S
St Petersburg, FL 33712
********** QUALIFICATIONS **********

ASAP Appraisals of Tampa Bay, Inc.
813/949-0272
813/920-7384 (fax)

QUALIFICATIONS OF APPRAISER
LEE L. BRAND

EDUCATION
2016 Continuing Education, Cooke Real Estate School, St. Petersburg, FL
2016 USPAP and Law Update, Cooke Real Estate School, St. Petersburg, FL
2014 Continuing Education, McKissock Schools, Tampa, FL
2014 USPAP and Law Update, McKissock Schools, Tampa, FL
2012 Continuing Education, McKissock Schools, Tampa, FL
2012 USPAP and Law Update, McKissock Schools, Tampa, FL
2010 Continuing Education, McKissock Schools, Tampa, FL
2010 USPAP and Law Update, McKissock Schools, Tampa, FL
2008 Continuing Education, McKissock Appraisal School
2008 National USPAP Update, McKissock Appraisal School
2008 Florida Appraisal Laws and Regulations, McKissock Appraisal School
2008 Appraising FHA Today, McKissock Appraisal School
2008 Florida Supervisor/Trainee Roles & Relationships, McKissock Appraisal School
2006 Continuing Education, McKissock, Distance Education
2006 USPAP Law, McKissock, Distance Education
2006 USPAP, McKissock, Clearwater, FL
2004 30 Hours Continuing Education, Bert Rodgers School, Tampa, FL
2004 USPAP Update, 7 Hours Continuing Education Course
2004 Florida Laws and Regulations, 3 Hours Continuing Education Course
2000 Appraising the Appraisal, Real Estate Education Specialists, Tampa, FL
2000 USPAP/Law Update, Real Estate Education Specialists, Tampa, FL
1999 FHA and The Appraisal Process, Appraisal Institute
1998 USPAP/Continuing Education, RE Education Specialists
1998 7 Hours USPAP, Lee & Grant, RE Education Specialists
1996 In the Wake of Natural Disasters, Lee & Grant
1996 7 Hours USPAP, Lee & Grant
1996 The Future for Residential Real Estate Appraising, Lee & Grant
1995 Tampa College, Bachelors Degree, Management and Marketing
1995 Fair Lending and the Appraiser, Appraisal Institute
1995 FHA Appraisal Seminar, HUD
1994 Appraisal Course ABII, Certified Residential Appraisal Course II
1993 ERC Seminar
1992 30 Hours Continuing Education
1992 Appraisal Course ABI, Licensed Residential Appraisal Course I
1990 New Hampshire Technical College, AS, Building Technologies

EMPLOYMENT HISTORY
2004 - Present Residential Appraiser, ASAP Appraisals of Tampa Bay, Inc., Co-Owner
1990 - 1992 Construction Management Administrator, Banner Construction
1988 - 1990 Principal/Owner of P & L Landscaping
1990 - 1990 Sub-Contractor, Ski & Sons Construction

LICENSES
State-Certified Residential Real Estate Appraiser RD2427
FHA Approved Appraiser FLRD2427
Florida Real Estate Broker BK577981
APPRAISAL OF

LOCATED AT:
1018 Melrose Ave S
St Petersburg, FL  33705

FOR:
City of St. Petersburg
One 4th Street North 9th Floor
St. Petersburg, FL, 33701

BORROWER:
N/A

AS OF:
September 20, 2017

BY:
Lee L Brand
The purpose of this summary appraisal report is to provide the lender/tenant with an accurate and adequately supported opinion of the market value of the subject property.

Property Address: 1018 Melrose Ave S
City: St Petersburg
State: FL
Zip Code: 33705

Owner: N/A
County: Pinellas
Legal Description: Stanley Heights Lot 25
Assessor’s Parcel #: 25 31 16 85140 000 0250
Tax Year: 2016
R.E. Taxes: $ 1,185.00

Neighborhood Name: Stanley Heights
Map Reference: 25 31 16
Census Tract: 212.00

Occupant: Tenant
Owner: Varcant
Special Assessments: $ 0.00

Property Rights: Leasehold
Assessment Type: Purchase
Insolvency Type: Fair Market Value

Does the subject property currently exist or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes X No

Report data source(s) used, offering prices, and date(s): MFRMLS.

I did X No X analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the buyer? Yes X No

If Yes, report the total dollar amount and describe the items to be paid.

Are any adverse easements, conditions, encroachments of adverse influences noted or observed. A survey was not supplied for appraisal.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes X No

If Yes, describe.

Are the utilities and off-site improvements typical for the market area? Yes X No

If No, describe.

Are there any site conditions of external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes X No

If Yes, describe.

The appraiser has not been made aware of the existence of hazardous substances or detrimental conditions on or near the subject site. No

Are there any adverse easements, conditions, encroachments of adverse influences noted or observed. A survey was not supplied for appraisal purposes.

Effect Age (Yrs) 20
Effective Age (Yrs) 20

The subject property is considered to be in poor to fair condition with no deferred maintenance noted. The following repairs are needed to the subject property.

Replace missing HVAC, repair damaged soffits, damaged shower, flooring, interior doors, exterior needs to be painted, replace damaged kitchen and bath cabinets, replace missing appliances. The total estimated cost to cure is $34,000.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes X No X

If Yes, describe.

The subject property is considered functional by current standards. No functional or external inadequacies were noted. Physical depreciation has been established through market extraction.

Are the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes X No

If No, describe.

The subject neighborhood is located North of Lake Maggore, East of 34th St S, South of 5th Ave S, West of 4th St S, located in the St Petersburg area.

Amenities
WoodStove(s)
# Driveway Surface
Public Other (describe)
Public Other (describe)

Utilities
Gas
Gas
Water
Sanitary Sewer

The subject neighborhood is located North of Lake Maggore, East of 34th St S, South of 5th Ave S, West of 4th St S, located in the St Petersburg area.

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes X No

If Yes, describe.

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# Driveway Surface
Public Other (describe)
Public Other (describe)

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Gas
Gas
Water
Sanitary Sewer

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Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes X No

If Yes, describe.

Are there any adverse easements, conditions, encroachments of adverse influences noted or observed. A survey was not supplied for appraisal purposes.

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Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes X No X

If Yes, describe.

The subject property is considered functional by current standards. No functional or external inadequacies were noted. Physical depreciation has been established through market extraction.

Are the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes X No

If No, describe.
**Uniform Residential Appraisal Report**

File No.: 71173A

**Comparable Sales**

- **Comparable Sale No. 1**
  - Address: 1018 Melrose Ave S
  - St Petersburg, FL 33705
  - Sales Price: $44,300
  - Date of Sale: 09/20/2016

- **Comparable Sale No. 2**
  - Address: 2535 28th St S
  - St Petersburg, FL 33712
  - Sale Price: $29,000
  - Date of Sale: 09/20/2017

- **Comparable Sale No. 3**
  - Address: 1736 28th St S
  - St Petersburg, FL 33712
  - Sale Price: $63,892
  - Date of Sale: 09/30/2016

**Description**

- **Subject Property**
  - Location: 9850 Sq.Ft.
  - Condition: Poor-Fair

- **Compared Properties**
  - Location: 7611 Sq.Ft.
  - Condition: Fair

**Valuation Adjustments**

- Adjusted Sale Price: $47,760

**Summary of Sales Comparison Approach**

See Attached Addendum

**Appraiser's Certification**

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

**Data Source(s)**

Microbase, MFRMLS

**Analysis of Prior Sale or Transfer History**

- The subject property has a prior sale on 09/16/2021 for $44,300 which was a distress sale and the only prior transfer over the past 3 years.

- My research did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

- My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

**Price Adjustments**

- Gross Adj.: -39.6%
- Net Adj.: -69.2%
- Gross Adj.: -20.8%
- Net Adj.: 21.2%
- Gross Adj.: 22.8%
- Net Adj.: 22.0%

**Description**

- **Subject Property**
  - Address: 1301 4th St S
  - St Petersburg, FL 33712
  - Sale Price: $57,000
  - Date of Sale: 09/30/2016

- **Comparable Sales**
  - Address: 9850 Sq.Ft.
  - Condition: Fair

**Adjustment to Cost Approach**

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $29,000, as of 09/20/2017, which is the date of inspection and the effective date of this appraisal.
### Uniform Residential Appraisal Report

**File No. 71173A**

**ADDENDUM TO COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

#### ESTIMATED REPRODUCTION OR REPLACEMENT COST NEW

<table>
<thead>
<tr>
<th>Source of cost data</th>
<th>Quality rating from cost service</th>
<th>Effective date of cost data</th>
<th>Comments on Cost Approach (gross living area calculations, depreciation, etc.)</th>
<th>Porch</th>
<th>Garage/Carport</th>
<th>Dwelling</th>
<th>Total Estimate of Cost-New</th>
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#### COST APPROACH TO VALUE

**NOT FOR INSURANCE**

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<thead>
<tr>
<th>Dwelling</th>
<th>Porch</th>
<th>Garage/Carport</th>
<th>Total Estimate of Cost-New</th>
<th>Less 60</th>
<th>Functional</th>
<th>External</th>
<th>Depreciation</th>
<th>Depreciated Cost of Improvements</th>
<th>As-is * Value of Site Improvements</th>
<th>Total Estimate of Cost-New</th>
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<tbody>
<tr>
<td>1,192 sq ft $</td>
<td></td>
<td>0 sq ft $</td>
<td>$</td>
<td>$</td>
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<td>$</td>
<td>$</td>
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<td>$</td>
</tr>
</tbody>
</table>

#### Project Information for PUDs (if applicable)

- **Legal name of project:**
- **Total number of phases:**
- **Total number of units rented:**
- **Total number of units for sale:**
- **Total number of units for lease:**
- **Data source(s):**
- **Was the project created by the conversion of an existing building(s) into a PUD?**
- **Was the project created by the conversion of an existing building(s) into a PUD?**
- **Does the project contain any multi-dwelling units?**
- **Are the common elements and recreation facilities complete?**
- **Describe common elements and recreational facilities.:**

#### Income Approach

- **Income approach is not applicable as most single family homes are not used for income purposes.**

#### Project Information for PUDs (if applicable)

- **Legal name of project:**
- **Total number of phases:**
- **Total number of units rented:**
- **Total number of units for sale:**
- **Total number of units for lease:**
- **Data source(s):**
- **Was the project created by the conversion of an existing building(s) into a PUD?**
- **Was the project created by the conversion of an existing building(s) into a PUD?**
- **Does the project contain any multi-dwelling units?**
- **Are the common elements and recreation facilities complete?**
- **Describe common elements and recreational facilities.:**

#### Zoning setback requirements were not verified since the appraiser is not a licensed surveyor.

#### Neighborhood discovery does not extend to halfway houses, sex offenders, adult theaters, toxic substances, hazardous wastes, sinkholes, or any other items that could stigmatize the property.

#### Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a fair market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

A visual inspection of the subject property was made. This visual inspection consists of viewing items that are readily accessible. It does not include, and is not limited to, testing mechanical systems, plumbing, electrical, foundations, structural, roof, radon, mold, and termite inspection, nor does it include an attic inspection (if applicable). The appraiser is not an expert in soundness or structural integrity. The appraiser is not responsible for any hidden or unapparent physical deficiencies or adverse conditions. No one should rely on an appraisal to detect condition and property defects. An appraisal is not a home inspection.
This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser’s continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street; (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimuli. Implicit in the definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market’s reaction to the financing or concessions based on the appraiser’s judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser’s certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser’s determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property. Any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser’s or supervisory appraiser’s (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<table>
<thead>
<tr>
<th>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</th>
<th>APPRAISER</th>
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<tbody>
<tr>
<td>Signature ______________________________</td>
<td>Signature ______________________________</td>
</tr>
<tr>
<td>Name _________________________________</td>
<td>Name _________________________________</td>
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<tr>
<td>Company Name ASAP Appraisals of Tampa Bay, Inc.</td>
<td>Company Name ASAP Appraisals of Tampa Bay, Inc.</td>
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<td>Company Address 7805 Gunn Hwy, #240</td>
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<td>Effective Date of Appraisal 09/20/2017</td>
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<tr>
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<tr>
<td>or State License #</td>
<td>or State License #</td>
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<tr>
<td>or Other (describe) ___________________</td>
<td>State FL</td>
</tr>
<tr>
<td>State FL</td>
<td>Expiration Date of Certification or License 11/30/2018</td>
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ADDRESS OF PROPERTY APPRAISED

1018 Melrose Ave S
St Petersburg, FL 33705

APPRaised VALUE OF SUBJECT PROPERTY $29,000

LENDER/CLIENT

Name No AMC
Company Name City of St. Petersburg
Company Address One 4th Street North 9th Floor
St. Petersburg, FL 33701
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection
Neighborhood Description
The subject neighborhood is located within reasonable driving proximity to Schools, employment and shopping. The subject neighborhood consists of average quality single family homes that vary in age, size, and design. The subject neighborhood has average market acceptance and average turnover ratio. There are no adverse factors noted. The subject property is located in close proximity to Perkins Elem. School, local shopping areas, I-275 and downtown St Petersburg. The subject market area is a mix of both owner occupied and investor owned rental properties. The majority of the transactions within the subject market area have been REO’s which are typically in less than average condition. The subject market has seen a sharp decline in prices which appear to have leveled off.

Neighborhood Market Conditions
After the rapidly appreciating market in 2004 thru mid 2006, the market begin a period of rapid decline from the end of 2006 thru early to mid 2009. From mid 2009 thru early to mid 2012 property values stabilized. From mid 2012 thru present, property values appear to be on the rise in some segments of the market due to pent up demand, low affordable prices and low interest rates. The supply of available listings is currently in balance. The Tampa Bay area is current ranked 4th in the state for foreclosures and there is still significant number of short sale listings be offered. Appropriately priced/marketed homes are selling within 90-180 days.

Comments on Sales Comparison
All three sales provided were the best available of sales. All three sales were the most recent and represent current market value within the subject market area. Marketing time for all three sales was between 1-56 days. Sale prices for comparable sales ranged between 97-153% of list prices. The subject is in poor to fair condition. Sales 1 is in fair condition, sale 2 is in average condition and sale 3 is in poor to fair condition similar to the subject. All comparables provided are of a similar quality and located within the subject defined market area. All comparables provided would attract the same or similar buyers seeking a property similar to the subject property within the subject's defined market area. Appropriately priced/marketed homes are selling within 90-180 days. All comparables provided utilized in the report bracket most if not all of the aspects of the subject property, all adjustments were made using matched pair data analysis. All adjustments are considered reasonable and market oriented. All adjustments have been rounded to reflect typical interactions between buyers and sellers, with the exception of the gross living area which as been adjusted on a price per square foot adjustment. Most weight was given to sale 3 due to the similar condition and room count.
This report was prepared under the following USPAP reporting option:


Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: under 90 Days.

The appraiser is estimating that the exposure time for the subject to sell at the estimated market value is under 3 months at typical marketing such as local MLS.

Additional Certifications

- [X] 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.
- [X] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

I have appraised this property before over the past 3 years. The property was appraised for fair market value.

Additional Comments

Appraiser: Lee L. Brand
Date Signed: 09/20/2017
State Certification #: Cert Res RD2427
State: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: 09/20/2017

Supervisory Appraiser (only if required):

Name: 
Date Signed: 
State Certification #: 
Expiration Date of Certification or License: 
Supervisory Appraiser inspection of Subject Property: 
- [ ] Did Not 
- [ ] Exterior-only from street 
- [ ] Interior and Exterior
FLOORPLAN SKETCH

File No. 71173A

Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

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<tr>
<th>Code</th>
<th>Description</th>
<th>Net Size</th>
<th>Net Totals</th>
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LIVING AREA BREAKDOWN

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Net LIVABLE Area (rounded) 1192

2 Items (rounded) 1192

7853 Gunn Hwy. #240, Tampa, FL  33626  813-949-0272 / 813-920-7384
Kitchen

Living room

Bath
Damaged soffit
COMPARABLE PROPERTY PHOTO ADDENDUM

File No. 71173A

COMPARABLE SALE #1
2535 28th St S
St Petersburg, FL 33712

COMPARABLE SALE #2
1736 28th St S
St Petersburg, FL 33712

COMPARABLE SALE #3
1102 21st St S
St Petersburg, FL 33712
********** QUALIFICATIONS **********

ASAP Appraisals of Tampa Bay, Inc.
813/949-0272
813/920-7384 (fax)

QUALIFICATIONS OF APPRAISER
LEE L. BRAND

EDUCATION
2016 Continuing Education, Cooke Real Estate School, St. Petersburg, FL
2016 USPAP and Law Update, Cooke Real Estate School, St. Petersburg, FL
2014 Continuing Education, McKissock Schools, Tampa, FL
2014 USPAP and Law Update, McKissock Schools, Tampa, FL
2012 Continuing Education, McKissock Schools, Tampa, FL
2012 USPAP and Law Update, McKissock Schools, Tampa, FL
2010 Continuing Education, McKissock Schools, Tampa, FL
2010 USPAP and Law Update, McKissock Schools, Tampa, FL
2008 Continuing Education, McKissock Appraisal School
2008 National USPAP Update, McKissock Appraisal School
2008 Florida Appraisal Laws and Regulations, McKissock Appraisal School
2008 Appraising FHA Today, McKissock Appraisal School
2008 Florida Supervisor/Trainee Roles & Relationships, McKissock Appraisal School
2006 Continuing Education, McKissock, Distance Education
2006 USPAP Law, McKissock, Distance Education
2006 USPAP, McKissock, Clearwater, FL
2004 30 Hours Continuing Education, Bert Rodgers School, Tampa, FL
2004 USPAP Update, 7 Hours Continuing Education Course
2004 Florida Laws and Regulations, 3 Hours Continuing Education Course
2000 Appraising the Appraisal, Real Estate Education Specialists, Tampa, FL
2000 USPAP/Law Update, Real Estate Education Specialists, Tampa, FL
1999 FHA and The Appraisal Process, Appraisal Institute
1998 USPAP/Continuing Education, RE Education Specialists
1998 7 Hours USPAP, Lee & Grant, RE Education Specialists
1996 In the Wake of Natural Disasters, Lee & Grant
1996 7 Hours USPAP, Lee & Grant
1996 The Future for Residential Real Estate Appraising, Lee & Grant
1995 Tampa College, Bachelors Degree, Management and Marketing
1995 Fair Lending and the Appraiser, Appraisal Institute
1995 FHA Appraisal Seminar, HUD
1994 Appraisal Course ABI, Certified Residential Appraisal Course II
1993 ERC Seminar
1992 30 Hours Continuing Education
1992 Appraisal Course ABI, Licensed Residential Appraisal Course I
1990 New Hampshire Technical College, AS, Building Technologies

EMPLOYMENT HISTORY
2004 - Present Residential Appraiser, ASAP Appraisals of Tampa Bay, Inc., Co-Owner
1990 - 1992 Construction Management Administrator, Banner Construction
1988 - 1990 Principal/Owner of P&L Landscaping
1990 - 1990 Sub-Contractor, Ski & Sons Construction

LICENSES
State-Certified Residential Real Estate Appraiser RD2427
FHA Approved Appraiser FLRD2427
Florida Real Estate Broker BK577981
A RESOLUTION FINDING THAT 1) THE DISPOSITION OF CITY-OWNED IMPROVED PROPERTIES LOCATED AT A) 2527-31ST STREET SOUTH, ST. PETERSBURG, TO DESOLYN N. BROWN AT THE PURCHASE PRICE OF $62,000; TO PAY ESTIMATED CLOSING COSTS NOT TO EXCEED $3,800; AND TO MAKE REPAIRS AT A COST NOT TO EXCEED $27,910; AND B) 1018 MELROSE AVENUE SOUTH, ST. PETERSBURG, TO SMART REENTRY "INCORPORATED" AT THE PURCHASE PRICE OF $29,000, AT LESS THAN FAIR VALUE ("DISPOSITIONS") WILL INCREASE THE SUPPLY OF AFFORDABLE HOUSING WHICH WILL FURTHER THE IMPLEMENTATION OF THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA OBJECTIVES; AND 2) A PUBLIC HEARING IN ACCORDANCE WITH FLORIDA STATUTE 163.380 HAS BEEN DULY NOTICED AND HELD; APPROVING DISPOSITION OF THE PROPERTIES AS AFOREMENTIONED; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE BOTH TRANSACTIONS FOR REHABILITATION OF THESE DISPOSITIONS AS AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South St. Petersburg Community Redevelopment Area ("South St. Pete CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida’s Community Redevelopment Act of 1969 (Chapter 163, Part III); and

WHEREAS, there are two (2) City-owned properties, 2527 - 31st Street South ("2527") and 1018 Melrose Avenue South ("1018") (collectively, "Properties"), situated within the South St. Pete CRA, that were acquired through mortgage foreclosure action on loans issued by Housing and Community Development ("Housing"); and

WHEREAS, following acquisition of the Properties, Housing requested Real Estate & Property Management ("Real Estate") to declare the Properties surplus and obtain appraisals, with the intent of making 2527 available for purchase by a first-time, income eligible home buyer, while 1018 would be circulated by Housing amongst its non-profit partners for redevelopment as affordable housing; and
WHEREAS, Lee L. Brand, Certified Residential Appraiser ("Appraiser"), conducted an appraisal of 2527 on August 3, 2017 ("2527 Appraisal"), indicating a market value of $62,000; and

WHEREAS, upon review of the 2527 Appraisal, Housing requested Real Estate to make 2527 available for sale, subject to the buyer being a first-time home buyer and meeting Housing's income eligibility criteria for financial assistance, in addition to approval of the sale by City Council; and

WHEREAS, the City received a purchase agreement on 2527 for $62,000 ("Purchase Agreement") from Desolyn N. Brown ("Brown") through Brown's real estate agent, Debbie George, Charles Rutenberg Realty, Inc. ("Broker"); and

WHEREAS, Housing has determined that Brown is a first-time home buyer and meets income eligibility criteria for Housing financial assistance; and

WHEREAS, Brown commissioned a home inspection report ("Report") that noted several repair items and upon review of the Report, Housing determined the Repairs would be impediments for any first-time home buyer's ability to obtain insurance and financing; therefore, Housing agreed to make the repairs necessary to successfully close on the transaction; and

WHEREAS, the necessary repairs will include miscellaneous plumbing repairs; repairing interior wall damage; front door and lock replacement; making all windows operable; cleaning the HVAC system and installing new ductwork; miscellaneous electrical repairs; replacing the roof; repairing soffits; miscellaneous repairs to exterior stucco and paint; and termite treatment (collectively, "Repairs"); and

WHEREAS, Housing has completed the bidding process for the Repairs and has selected a contractor to conduct the rehabilitation at a cost not to exceed $27,910; and

WHEREAS, under the Purchase Agreement, Brown will pay the State documentary stamps on the deed, closing fees, survey, deed recording fee, fee(s) or other charge(s) for recording corrective instruments and any costs associated with Brown's financing; and

WHEREAS, Housing will pay the title commitment fee, owner's title policy fee, and a Broker a fee of five percent (5%) of the purchase price, for a total estimated closing cost not to exceed $3,800, and to make repairs at a cost not to exceed $27,910; and

WHEREAS, Housing determined 1018 would require substantial renovations in order to make the structure suitable for habitation; and

WHEREAS, the Appraiser conducted an appraisal of 1018 on September 20, 2017 ("1018 Appraisal") indicating the market value to be $29,000; and

WHEREAS, upon review of the 1018 Appraisal, and considering the extent of the repairs needed, Housing sought a not-for-profit entity interested in completing the necessary rehabilitation and offered 1018 as affordable housing; and

CM 180215 – 2 RE Sale of 2527 – 31st St S & 1018 Melrose Ave S (South SP CRA) 00360646
WHEREAS, through discussions with Housing, Smart Reentry "Incorporated"
("Smart Reentry"), a Florida not-for-profit corporation, offered to purchase 1018 for $29,000,
subject to City Council approval; and

WHEREAS, Smart Reentry has executed a Purchase Agreement for $29,000,
subject to City Council approval, under which it will pay all costs associated with the closing of
the transaction including, but not limited to, title commitment fee, owner's title policy fee, State
documentary stamps on the deed, closing fees, survey, deed recording fee, fee(s) or other
charge(s) for recording corrective instruments; and

WHEREAS, Real Estate initiated the public notification process pursuant to
Florida Statute §163.380 ("Public Notice"), and on December 10, 2017, a Public Notice requesting
alternate proposals by the deadline on January 10, 2018 ("Deadline") was advertised in Tampa
Bay Times, made available on the City's website, and additionally advertised in The Bulletin
News on December 14, 2017; and

WHEREAS, no alternative proposals were received by the Deadline and Housing
subsequently requested Real Estate to proceed with the original offers; and

WHEREAS, the proposed rehabilitation of the Properties will increase affordable
housing for low-income families according to U.S. Department of Housing and Urban
Development ("HUD") guidelines to achieve its purpose outlined in the Plan objectives; and

WHEREAS, the transactions described in this report are consistent with the Plan
objectives of the South St. Pete CRA, as they foster improving and creating decent, safe and
sanitary housing conditions and increase the supply of affordable housing in the South St. Pete
CRA; and

WHEREAS, the transactions described in this report are consistent with Florida
Statutes, Chapter 163, Part III including, but not limited to, Florida Statutes §163.370, §163.380,
and §163.387, insofar as is intended that these dispositions are authorized by statute, will prevent
the development or spread of future slums or blighted areas, and will carry out the purposes of
the statutes; and

WHEREAS, a Public Hearing, in accordance with Florida Statute 163.380, has been
duly noticed and held; and

WHEREAS, the Community Redevelopment Agency of the City of St. Petersburg
has recommended approval of these dispositions to the City Council of the City of St. Petersburg,
Florida.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St.
Petersburg, Florida that this City Council finds that 1) the disposition of the City-owned
improved properties located at a) 2527 - 31st Street South, St. Petersburg, to Desolyn N. Brown at
the purchase price of $62,000; to pay estimated closing costs not to exceed $3,800; and to make
repairs at a cost not to exceed $27,910; AND b) 1018 Melrose Avenue South, St. Petersburg, to
Smart Reentry "Incorporated" at the purchase price of $29,000, at less than fair value
("Dispositions") will increase the supply of affordable housing which will further the
implementation of the South St. Petersburg Community Redevelopment Plan; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; and

BE IT FURTHER RESOLVED that the disposition of the Properties as stated above, is approved; and

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to execute all documents necessary to effectuate both transactions.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

Joshua A. Johnson, Director
Housing and Community Development

Bruce E. Grimes, Director
Real Estate & Property Management
February 8, 2018

TO: The Honorable Members of City Council

SUBJECT: ‘Republic of Estonia Centennial’ Proclamation

PRESENTER: Mayor, Dep Mayor, or City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of February 15, 2018

Rick Kriseman
Mayor
TO:       Members of City Council

DATE:     February 1, 2018

COUNCIL DATE: February 15, 2018

RE:       Request for Proposals

______________________________

ACTION DESIRED:

Respectfully request scheduling a Committee of the Whole (or other relevant committee) to receive a report from administration on opportunities/plans available at City owned Grow Smarter sites (specifically Tangerine Plaza, Old Police Station, and to a lesser extent Tropicana Field) prior to any release of Request for Proposals to allow an opportunity for Council to discuss highest and best use of properties and receive an update on the community feedback and input that has helped shape our vision.

RATIONALE:

At the recent State of the Economy, Alan DeLisle mentioned RFPs in process for some of these sites. The intent of this process is purely collaborative to ensure Council has an opportunity to hear updates and help shape the vision prior to criteria being developed and let in a RFP process.

Amy Foster, Council Member
District 8
TO: Members of City Council

DATE: February 2, 2018

COUNCIL DATE: February 15, 2018

RE: City’s Housing Capital Improvement Project Trust Fund

ACTION DESIRED:

Respectfully requesting a discussion at the HLUT Committee or COW on necessary amendments to City Codes to accomplish an increase in financial support to the City’s Housing Capital Improvement Project (HCIP) Trust Fund.

RATIONALE:

Currently, our FAR bonus system uses a .75% of total construction cost to achieve the bonus. Public Art uses a 1% total construction cost to achieve the bonus. This discussion should also include whether the funds should be set aside for workforce housing or affordable housing and how we define the two.

Amy Foster, Council Member
District 8
TO: Members of City Council

DATE: February 2, 2018

COUNCIL DATE: February 15, 2018

RE: Development Impact Fees

ACTION DESIRED:

Respectfully requesting a referral to the HLUT Committee (or other relevant committee) for staff to assist in evaluating possible amendments to the Multi-modal Impact Fees and Water Closet Fees to encourage development of affordable units.

See attachment

Amy Foster, Council Member
District 8
### St. Petersburg Multimodal Impact Fee (MIF) Structure

<table>
<thead>
<tr>
<th>Land Use Type</th>
<th>Suburban Fee</th>
<th>Downtown Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family Residential</td>
<td>$2,066 / unit</td>
<td>$1,529 / unit</td>
</tr>
<tr>
<td>Multi-family Residential</td>
<td>$1,420 / unit</td>
<td>$972 / unit</td>
</tr>
<tr>
<td>Condo/ Townhome</td>
<td>$1,248 / unit</td>
<td>$924 / unit</td>
</tr>
<tr>
<td>Efficiency Apt / Hotel</td>
<td>$419 / room</td>
<td>--</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$1,076 / unit</td>
<td>$796 / unit</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>$241 / bedroom</td>
<td>$241 / bedroom</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

- Credits are given for the highest previous use
- If the credit from a previous use exceeds the fee for the new use, a fee is not due
- A remaining credit can be applied towards future developments
- Fees do not fund other public facilities

### Water Closet (Sewage) Impact Fee

<table>
<thead>
<tr>
<th>New Residential Units</th>
<th>Suburban Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family, Apartments, Condominiums, Mobile Homes, Hotel or Motel</td>
<td>$350.00 / water closet</td>
</tr>
</tbody>
</table>

- Credits are given for previous water closets

*A traffic study may be required if more than 50 new PM peak hour trips are created and the development is in one of the following areas:
- Gandy Boulevard from San Martin Boulevard to 4th Street
- 38th Avenue North from 34th Street to 49th Street
- 22nd Avenue North from I-275 to 34th Street
- 54th Avenue South from 31st Street to 34th Street*
TO: Members of City Council

DATE: February 2, 2018

COUNCIL DATE: February 15, 2018

RE: Discussion of strategies and goals on affordable housing

ACTION DESIRED:

Respectfully request to refer to the Housing, Land Use, and Transportation Committee a discussion to consider a variety of approaches to increase the supply of affordable, workforce housing stock in the City of St. Petersburg.

BACKGROUND:

2016 data from the St. Petersburg Housing and Community Development Department shows that 45% of renter households and 19% of homeowners considered low-income (0-80% AMI) are spending more than 30% of their income on housing – or “cost burdened”. During the same period, the St. Petersburg Housing Authority reported a waiting list of 720 applicants and 16,000 applicants for their Public Housing Program and Housing Choice Voucher Program, respectively; the waiting list for both program have since been closed.

Despite the critical impact of our public housing programs, we must embark on a broad-based, cross-sectoral strategy to leverage public and private investment and meet the overwhelming demand for safe, decent, affordable housing currently escaping so many of our citizens.

How does this work with our current efforts?

The discussion should include a comprehensive overview of housing development strategies including but not limited to LDR coding changes, Inclusionary Housing, Missing Middle Housing, Community Land Trusts, and Residential Rehab as well as financing options including but not limited to Revolving Loan Funds, New Markets and Low-Income Tax Credits (federal), Community Contribution Tax Credits (state), philanthropic and Foundation support, as well as existing federal, state, and local incentive programs (e.g. HOME, CDBG, Housing Trust Fund, SHIP, SAIL, City’s 20% Rehab Rebate, etc.)

Darden Rice, Council Member
District. 4
COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 7, 2018

COUNCIL DATE: February 15, 2018

RE: Resolution in opposition of proposed HB 553 and SB 740

ACTION DESIRED:

Respectfully requesting City Council approval of a Resolution opposing HB553 filed by Representative Jake Raborn and SB740 filed by Kelli Stargel, both supported by Agriculture and Consumer Services Commissioner Adam Putnam. Currently the Bills as written revise, create, & repeal various provisions, including, but not limited to amending s. 790.06 F.S.; revising required department handling of incomplete criminal history information in relation to licensure to carry concealed firearms; revising the required furnished statement to obtain a duplicate or substitute concealed weapon or firearm license.

Chair Lisa Wheeler-Bowman
Council Member, District 7

Attachments:

Excerpts from HB 553
Excerpts from SB 740
Excerpts from HB 553
A bill to be entitled
An act relating to the Department of Agriculture and
Consumer Services; amending s. 193.461, F.S.;
specifying a methodology for the assessment of certain
structures used in citrus production; amending s.
379.361, F.S.; transferring authority to issue
licenses for oyster harvesting in Apalachicola Bay
from the department to the City of Apalachicola;
revising the disposition and permitted uses of license
proceeds; amending s. 407.041, F.S.; deleting obsolete
provisions; deleting a requirement that all pesticide
registration fees be submitted electronically;
amending s. 493.6105, F.S.; revising the submission
requirements for a Class "K" firearm license
application; amending s. 493.6113, F.S.; revising
submission requirements for a Class "K" firearm
license renewal; amending s. 496.415, F.S.;
prohibiting the comingling of funds in connection with
the planning, conduct, or execution of any
solicitation or charitable or sponsor sales promotion;
amending s. 496.418, F.S.; revising recordkeeping and
accounting requirements for solicitations of funds;
amending s. 500.459, F.S.; revising permitting
requirements and operating standards for water vending
machines; amending s. 501.059, F.S.; revising the term
CODING: Words stricken are deletions; words underlined are additions.

hb0553-01-c1
"telephonic sales call"; prohibiting telephone solicitors from initiating certain contact with businesses who previously communicated that they did not wish to be so contacted; creating s. 501.6175, F.S.; specifying recordkeeping requirements for commercial telephone sellers; amending s. 501.912, F.S.; revising terms; amending s. 501.913, F.S.; authorizing antifreeze brands to be registered for a specified period; deleting a provision relating to the registration of brands that are no longer in production; specifying a certified report requirement for first-time applications; amending s. 501.917, F.S.; revising department sampling and analysis requirements for antifreeze; specifying that the certificate of analysis is prima facie evidence of the facts stated therein; amending s. 501.92, F.S.; revising when the department may require an antifreeze formula for analysis; amending s. 525.07, F.S.; authorizing the department to seize skimming devices without a warrant; amending s. 526.51, F.S.; revising application requirements and fees for brake fluid brands; deleting a provision relating to the registration of brands that are no longer in production; amending s. 526.53, F.S.; revising department sampling and analysis requirements for
brake fluid; specifying that the certificate of analysis is prima facie evidence of the facts stated therein; amending s. 527.01, F.S.; revising terms; amending s. 527.02, F.S.; revising the persons subject to liquefied petroleum business licensing provisions; revising such licensing fees and requirements; revising reporting and fee requirements for certain material changes to license information; deleting a provision authorizing license transfers; amending s. 527.0201, F.S.; revising the persons subject to liquefied petroleum qualifier competency examination, registry, supervisory, and employment requirements; revising the expiration of qualifier registrations; revising the persons subject to master qualifier requirements; revising master qualifier application requirements; deleting provisions specifying that a failure to replace master qualifiers within certain periods constitutes grounds for license revocation; deleting a provision relating to facsimile transmission of duplicate licenses; amending s. 527.021, F.S.; revising the circumstances under which liquefied petroleum gas bulk delivery vehicles must be registered with the department; amending s. 527.03, F.S.; authorizing certain liquefied petroleum gas registrations to be renewed for 2 or 3 years; deleting
certain renewal period requirements; amending s. 527.04, F.S.; revising the persons required to provide the department with proof of insurance; revising the required payee for a bond in lieu of such insurance; amending s. 527.0605, F.S.; deleting provisions requiring licensees to submit a site plan and review fee for liquefied petroleum bulk storage container locations; amending s. 527.065, F.S.; revising the circumstances under which a liquefied petroleum gas licensee must notify the department of an accident; amending ss. 527.10 and 527.21, F.S.; conforming provisions to changes made by the act; amending s. 527.22, F.S.; deleting an obsolete provision; amending s. 531.67, F.S.; extending the expiration date of certain provisions relating to permits for commercially operated or tested weights or measures instruments or devices; amending s. 570.07, F.S.; authorizing the department to waive certain fees during a state of emergency; amending s. 573.111, F.S.; revising the required posting location for the issuance of an agricultural commodity marketing order; amending s. 578.011, F.S.; revising and defining terms; creating s. 578.012, F.S.; providing legislative intent; creating a preemption of local law relating to regulation of seed; amending s. 578.08,
F.S.; revising application requirements for the registration of seed dealers; conforming provisions to changes made by the act; specifying that a receipt from the department need not be written to constitute a permit; deleting an exception to registration requirements for certain experiment stations; requiring the payment of fees when packet seed is placed into commerce; amending s. 578.09, F.S.; revising labeling requirements for agricultural, vegetable, flower, tree, and shrub seeds; conforming a cross-reference; repealing s. 578.091, F.S., relating to labeling of forest tree seed; amending s. 578.10, F.S.; revising exemptions to seed labeling, sale, and solicitation requirements; amending s. 578.11, F.S.; conforming provisions to changes made by the act; making technical changes; amending s. 578.12, F.S.; conforming provisions to changes made by the act; amending s. 578.13, F.S.; conforming provisions to changes made by the act; specifying that it is unlawful to move, handle, or dispose of seeds or tags under a stop-sale notice or order without permission from the department; specifying that it is unlawful to represent seed as certified except under specified conditions or to label seed with a variety name under certain conditions; repealing s. 578.14, F.S.,
relating to packet vegetable and flower seed; amending s. 578.181, F.S.; revising penalties; amending s. 578.23, F.S.; revising recordkeeping requirements relating to seed labeling; amending s. 578.26, F.S.; conforming provisions to changes made by the act; specifying that certain persons may not commence legal proceedings or make certain claims against a seed dealer before certain findings and recommendations are transmitted by the seed investigation and conciliation council to the complainant and dealer; deleting a requirement that the department transmit such findings and recommendations to complainants and dealers; requiring the department to mail a copy of the council's procedures to both parties upon receipt of a complaint; amending s. 578.27, F.S.; removing alternate membership from the seed investigation and conciliation council; revising the terms of members of the council; conforming provisions to changes made by the act; revising the purpose of the council; revising the council's investigatory process; renumbering and amending s. 578.28, F.S.; making a technical change; creating s. 578.29, F.S.; prohibiting certain noxious weed seed from being offered or exposed for sale; amending s. 590.02, F.S.; authorizing the Florida Forest Service to pay certain employees' initial
commercial driver license examination fees; amending s. 790.06, F.S.; revising required department handling of incomplete criminal history information in relation to licensure to carry concealed firearms; revising the required furnished statement to obtain a duplicate or substitute concealed weapon or firearm license; amending s. 790.0625, F.S.; revising required tax collector collection and remittance of firearm license fees; revising the fees which a tax collector may retain; authorizing certain tax collectors to print and deliver certain replacement licenses under certain conditions; authorizing certain tax collectors to offer fingerprinting and photographing services to aid license applicants; creating s. 817.417, F.S.; providing a short title; defining terms; specifying department duties and responsibilities relating to government impostor and deceptive advertisements; requiring rulemaking by the department; specifying that it is a violation to disseminate certain misleading or confusing advertisements, to make certain misleading or confusing representations, to use content implying or leading to confusion that such content is from a governmental entity when such is not true, to fail to provide certain disclosures, and to fail to provide certain responses and answers to the
department; requiring a person offering documents that are available free of charge or at a lesser price from a governmental entity to provide a certain disclosure; providing penalties; amending s. 489.105, F.S.; conforming provisions to changes made by the act; reenacting s. 527.06(3), F.S., relating to published standards of the National Fire Protection Association; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (c) of subsection (6) of section 193.461, Florida Statutes, is amended to read:

193.461 Agricultural lands; classification and assessment; mandated eradication or quarantine program.—

(6)

(c)1. For purposes of the income methodology approach to assessment of property used for agricultural purposes, irrigation systems, including pumps and motors, physically attached to the land shall be considered a part of the average yields per acre and shall have no separately assessable contributory value.

2. Litter containment structures located on producing poultry farms and animal waste nutrient containment structures located on producing dairy farms shall be assessed by the
methodology described in subparagraph 1.

3. Structures or improvements used in horticultural production for frost or freeze protection and screen enclosed structures used in citrus production for pest exclusion, which are consistent with the interim measures or best management practices adopted by the Department of Agriculture and Consumer Services pursuant to s. 570.93 or s. 403.067(7)(c), shall be assessed by the methodology described in subparagraph 1.

Section 2. Paragraphs (b), (d), and (i) of subsection (5) of section 379.361, Florida Statutes, are amended to read:

379.361 Licenses.—

(5) APALACHICOLA BAY OYSTER HARVESTING LICENSE.—

(b) A person may not harvest oysters from the Apalachicola Bay without a valid Apalachicola Bay oyster harvesting license issued by the City of Apalachicola Department of Agriculture and Consumer Services. This requirement shall not apply to anyone harvesting noncommercial quantities of oysters in accordance with commission rules, or to any person less than 18 years old.

(d) The City of Apalachicola Department of Agriculture and Consumer Services shall collect an annual fee of $100 from state residents and $500 from nonresidents for the issuance of an Apalachicola Bay oyster harvesting license. The license year shall begin on July 1 of each year and end on June 30 of the following year. The license shall be valid only for the
(j) Make rules to accomplish the purposes of this chapter.

Section 49. Paragraph (c) of subsection (6) and subsection (9) of section 790.06, Florida Statutes, are amended to read:

790.06 License to carry concealed weapon or firearm.

(6)

(c) The Department of Agriculture and Consumer Services shall, within 90 days after the date of receipt of the items listed in subsection (5):

1. Issue the license; or

2. Deny the application based solely on the ground that the applicant fails to qualify under the criteria listed in subsection (2) or subsection (3). If the Department of Agriculture and Consumer Services denies the application, it shall notify the applicant in writing, stating the ground for denial and informing the applicant of any right to a hearing pursuant to chapter 120.

3. In the event the department receives incomplete criminal history information or with no final disposition on a crime which may disqualify the applicant, the Department of Agriculture and Consumer Services must expedite efforts to acquire the final disposition or proof of restoration of civil and firearm rights, or confirmation that clarifying records are not available from the jurisdiction where the criminal history originated. Ninety days after the date of receipt of the
completed application, if the department has not acquired final
disposition or proof of restoration of civil and firearm rights,
or confirmation that clarifying records are not available from
the jurisdiction where the criminal history originated, the
department shall issue the license in the absence of
disqualifying information. However, such license must be
immediately suspended and revoked upon receipt of disqualifying
information pursuant to this section time limitation prescribed
by this paragraph may be suspended until receipt of the final
disposition or proof of restoration of civil and firearm rights.

(9) In the event that a concealed weapon or firearm
license is lost or destroyed, the license shall be automatically
invalid, and the person to whom the same was issued may, upon
payment of $15 to the Department of Agriculture and Consumer
Services, obtain a duplicate, or substitute thereof, upon
furnishing a notarized statement under oath to the Department of
Agriculture and Consumer Services that such license has been
lost or destroyed.

Section 50. Subsections (5) and (8) of section 790.0625,
Florida Statutes, are amended, and sections (9) and (10) are
added to that section, to read:

790.0625 Appointment of tax collectors to accept
applications for a concealed weapon or firearm license; fees;
penalties.—

(5) A tax collector appointed under this section shall
collect and remit weekly to the department the license fees pursuant to s. 790.06 for deposit in the Division of Licensing Trust Fund and may collect and retain a convenience fees for the following: fee of $22 for each new application and $12 for each renewal application and shall remit weekly to the department the license fees pursuant to s. 790.06 for deposit in the Division of Licensing Trust Fund.

(a) Twenty-two dollars for each new application.
(b) Twelve dollars for each renewal application.
(c) Twelve dollars for each duplicate license issued to replace a lost or destroyed license.
(d) Six dollars for fingerprinting.
(e) Six dollars for photographing services associated with the completion of an application submitted online.

(8) Upon receipt of a completed renewal application, a new color photograph, and appropriate payment of required fees, a tax collector authorized to accept renewal applications for concealed weapon or firearm licenses under this section may, upon approval and confirmation of license issuance by the department, print and deliver a concealed weapon or firearm license to a licensee renewing his or her license at the tax collector's office.

(9) Upon receipt of a statement under oath to the department, and the payment of required fees, a tax collector authorized to accept applications for concealed weapon or
firearm licenses under this section may, upon approval and
confirmation from the department that a license is in good
standing, print and deliver a concealed weapon or firearm
license to a licensee whose license has been lost or destroyed.

(10) Tax collectors authorized to accept applications for
concealed weapon or firearm licenses under this section may
provide fingerprinting and photographing services to aid
concealed weapon and firearm applicants and licensees with
online initial and renewal applications.

Section 51. Section 817.417, Florida Statutes, is created
to read:

817.417 Government Impostor and Deceptive Advertisement
Act.—

(1) SHORT TITLE.—This act may be cited as the "Government
Impostor and Deceptive Advertisements Act."

(2) DEFINITIONS.—As used in this section:

(a) "Advertisement" means any representation disseminated
in any manner or by any means, other than by a label, for the
purpose of inducing, or which is reasonably likely to induce,
directly or indirectly, a purchase.

(b) "Department" means the Department of Agriculture and
Consumer Services.

(c) "Governmental entity" means a political subdivision or
agency of any state, possession, or territory of the United
States, or the Federal Government, including, but not limited
A bill to be entitled
An act relating to the Department of Agriculture and
Consumer Services; amending s. 193.461, F.S.;
specifying a methodology for the assessment of certain
structures in citrus production; amending s. 379.361,
F.S.; transferring authority to issue licenses for
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submission requirements for a Class “K” firearm
license renewal; amending s. 496.415, F.S.;
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the planning, conduct, or execution of any
solicitation or charitable or sponsor sales promotion;
amending s. 496.418, F.S.; revising recordkeeping and
accounting requirements for solicitations of funds;
amending s. 500.459, F.S.; revising permitting
requirements and operating standards for water vending
machines; amending s. 501.059, F.S.; revising the term
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not wish to be so contacted; creating s. 501.6175,
F.S.; specifying recordkeeping requirements for commercial telephone sellers; amending s. 501.912, F.S.; revising terms; amending s. 501.913, F.S.; authorizing antifreeze brands to be registered for a specified period; deleting a provision relating to the registration of brands that are no longer in production; specifying a certified report requirement for first-time applications; amending s. 501.917, F.S.; revising department sampling and analysis requirements for antifreeze; specifying that the certificate of analysis is prima facie evidence of the facts stated therein; amending s. 501.92, F.S.; revising when the department may require an antifreeze formula for analysis; amending s. 525.07, F.S.; authorizing the department to seize skimming devices without a warrant; amending s. 526.51, F.S.; revising application requirements and fees for brake fluid brands; deleting a provision relating to the registration of brands that are no longer in production; amending s. 526.53, F.S.; revising department sampling and analysis requirements for brake fluid; specifying that the certificate of analysis is prima facie evidence of the facts stated therein; amending s. 527.01, F.S.; revising terms; amending s. 527.02, F.S.; revising the persons subject to liquefied petroleum business licensing provisions; revising such licensing fees and requirements; revising reporting and fee requirements for certain material changes to license information; deleting a
provision authorizing license transfers; amending s. 527.0201, F.S.; revising the persons subject to liquefied petroleum qualifier competency examination, registry, supervisory, and employment requirements; revising the expiration of qualifier registrations; revising the persons subject to master qualifier requirements; revising master qualifier application requirements; deleting provisions specifying that a failure to replace master qualifiers within certain periods constitutes grounds for license revocation; deleting a provision relating to facsimile transmission of duplicate licenses; amending s. 527.021, F.S.; revising the circumstances under which liquefied petroleum gas bulk delivery vehicles must be registered with the department; amending s. 527.03, F.S.; authorizing certain liquefied petroleum gas registrations to be renewed for 2 or 3 years; deleting certain renewal period requirements; amending s. 527.04, F.S.; revising the persons required to provide the department with proof of insurance; revising the required payee for a bond in lieu of such insurance; amending s. 527.0605, F.S.; deleting provisions requiring licensees to submit a site plan and review fee for liquefied petroleum bulk storage container locations; amending s. 527.065, F.S.; revising the circumstances under which a liquefied petroleum gas licensee must notify the department of an accident; amending ss. 527.10 and 527.21, F.S.; conforming provisions to changes made by the act; amending s.
527.22, F.S.; deleting an obsolete provision; amending s. 531.67, F.S.; extending the expiration date of certain provisions relating to permits for commercially operated or tested weights or measures instruments or devices; amending s. 570.07, F.S.; authorizing the department to waive certain fees during a state of emergency; amending s. 573.111, F.S.; revising the required posting location for the issuance of an agricultural commodity marketing order; amending s. 578.011, F.S.; revising and defining terms; creating s. 578.012, F.S.; providing legislative intent; creating a preemption of local law relating to regulation of seed; amending s. 578.08, F.S.; revising application requirements for the registration of seed dealers; conforming provisions to changes made by the act; specifying that a receipt from the department need not be written to constitute a permit; deleting an exception to registration requirements for certain experiment stations; requiring the payment of fees when packet seed is placed into commerce; amending s. 578.09, F.S.; revising labeling requirements for agricultural, vegetable, flower, tree, and shrub seeds; conforming a cross-reference; repealing s. 578.091, F.S., relating to labeling of forest tree seed; amending s. 578.10, F.S.; revising exemptions to seed labeling, sale, and solicitation requirements; amending s. 578.11, F.S.; conforming provisions to changes made by the act; making technical changes; amending s. 578.12, F.S.;
conforming provisions to changes made by the act;
amending s. 578.13, F.S.; conforming provisions to
changes made by the act; specifying that it is
unlawful to move, handle, or dispose of seeds or tags
under a stop-sale notice or order without permission
from the department; specifying that it is unlawful to
represent seed as certified except under specified
conditions or to label seed with a variety name under
certain conditions; repealing s. 578.14, F.S.,
relating to packet vegetable and flower seed; amending
s. 578.181, F.S.; revising penalties; amending s.
578.23, F.S.; revising recordkeeping requirements
relating to seed labeling; amending s. 578.26, F.S.;
conforming provisions to changes made by the act;
specifying that certain persons may not commence legal
proceedings or make certain claims against a seed
dealer before certain findings and recommendations are
transmitted by the seed investigation and conciliation
council to the complainant and dealer; deleting a
requirement that the department transmit such findings
and recommendations to complainants and dealers;
requiring the department to mail a copy of the
council’s procedures to both parties upon receipt of a
complaint; amending s. 578.27, F.S.; removing
alternate membership from the seed investigation and
conciliation council; revising the terms of members of
the council; conforming provisions to changes made by
the act; revising the purpose of the council; revising
the council’s investigatory process; renumbering and
amending s. 578.28, F.S.; making a technical change;
creating s. 578.29, F.S.; prohibiting certain noxious
weed seed from being offered or exposed for sale;
amending s. 590.02, F.S.; authorizing the Florida
Forest Service to pay certain employees' initial
commercial driver license examination fees; amending
s. 790.06, F.S.; revising required department handling
of incomplete criminal history information in relation
to licensure to carry concealed firearms; revising the
required furnished statement to obtain a duplicate or
substitute concealed weapon or firearm license;
amending s. 790.0625, F.S.; revising required tax
collector collection and remittance of firearm license
fees; revising the fees which a tax collector may
retain; authorizing certain tax collectors to print
and deliver certain replacement licenses under certain
conditions; authorizing certain tax collectors to
offer fingerprinting and photographing services to aid
license applicants; creating s. 817.417, F.S.;
providing a short title; defining terms; specifying
department duties and responsibilities relating to
government impostor and deceptive advertisements;
requiring rulemaking by the department; specifying
that it is a violation to disseminate certain
misleading or confusing advertisements, to make
certain misleading or confusing representations, to
use content implying or leading to confusion that such
content is from a governmental entity when such is not
true, to fail to provide certain disclosures, and to
fail to provide certain responses and answers to the department; requiring a person offering documents that are available free of charge or at a lesser price from a governmental entity to provide a certain disclosure; providing penalties; amending s. 489.105, F.S.; conforming provisions to changes made by the act; reenacting s. 527.06(3), F.S., relating to published standards of the National Fire Protection Association; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (c) of subsection (6) of section 193.461, Florida Statutes, is amended to read:

193.461 Agricultural lands; classification and assessment; mandated eradication or quarantine program.—

(6)

(c)1. For purposes of the income methodology approach to assessment of property used for agricultural purposes, irrigation systems, including pumps and motors, which are physically attached to the land are shall be considered a part of the average yields per acre and do not shall have any separately assessable contributory value.

2. Litter containment structures located on producing poultry farms and animal waste nutrient containment structures located on producing dairy farms must shall be assessed by the methodology described in subparagraph 1.

3. Structures or improvements used in horticultural production for frost or freeze protection and screen enclosed...
fire training course approved by the Florida State Fire College of the Division of State Fire Marshal and a minimum of 250 hours of wildfire training;

(f) Pay the cost of the initial commercial driver license examination fee for those employees whose position requires them to operate equipment requiring a license. This paragraph is intended to be an authorization to the department to pay such costs, not an obligation;

(f) To make rules to accomplish the purposes of this chapter;

(g) To provide fire management services and emergency response assistance and to set and charge reasonable fees for performance of those services. Moneys collected from such fees shall be deposited into the Incidental Trust Fund of the Florida Forest Service;

(h) To require all state, regional, and local government agencies operating aircraft in the vicinity of an ongoing wildfire to operate in compliance with the applicable state Wildfire Aviation Plan; and

(i) To authorize broadcast burning, prescribed burning, pile burning, and land clearing debris burning to carry out the duties of this chapter and the rules adopted thereunder; and

(j) Make rules to accomplish the purposes of this chapter.

Section 49. Paragraph (c) of subsection (6) and subsection (9) of section 790.06, Florida Statutes, are amended to read:

790.06 License to carry concealed weapon or firearm.—

(6)

(c) The Department of Agriculture and Consumer Services shall, within 90 days after the date of receipt of the items...
listed in subsection (5):

1. Issue the license; or
2. Deny the application based solely on the ground that the applicant fails to qualify under the criteria listed in subsection (2) or subsection (3). If the Department of Agriculture and Consumer Services denies the application, it shall notify the applicant in writing, stating the ground for denial and informing the applicant of any right to a hearing pursuant to chapter 120.

3. In the event the department receives incomplete criminal history information or with no final disposition on a crime which may disqualify the applicant, the Department of Agriculture and Consumer Services must expedite efforts to acquire the final disposition or proof of restoration of civil and firearm rights, or confirmation that clarifying records are not available from the jurisdiction where the criminal history originated. Ninety days after the date of receipt of the completed application, if the department has not acquired final disposition or proof of restoration of civil and firearm rights, or confirmation that clarifying records are not available from the jurisdiction where the criminal history originated, the department shall issue the license in the absence of disqualifying information. However, such license must be immediately suspended and revoked upon receipt of disqualifying information pursuant to this section time limitation prescribed by this paragraph may be suspended until receipt of the final disposition or proof of restoration of civil and firearm rights.

(9) In the event that a concealed weapon or firearm license is lost or destroyed, the license shall be automatically
invalid, and the person to whom the same was issued may, upon payment of $15 to the Department of Agriculture and Consumer Services, obtain a duplicate, or substitute thereof, upon furnishing a notarized statement under oath to the Department of Agriculture and Consumer Services that such license has been lost or destroyed.

Section 50. Subsections (5) and (8) of section 790.0625, Florida Statutes, are amended, and sections (9) and (10) are added to that section, to read:

790.0625 Appointment of tax collectors to accept applications for a concealed weapon or firearm license; fees; penalties.—

(5) A tax collector appointed under this section shall collect and remit weekly to the department the license fees pursuant to s. 790.06 for deposit in the Division of Licensing Trust Fund and may collect and retain a convenience fees for the following: fee of $22 for each new application and $12 for each renewal application and shall remit weekly to the department the license fees pursuant to s. 790.06 for deposit in the Division of Licensing Trust Fund.

(a) Twenty-two dollars for each new application.
(b) Twelve dollars for each renewal application.
(c) Twelve dollars for each duplicate license issued to replace a lost or destroyed license.
(d) Six dollars for fingerprinting.
(e) Six dollars for photographing services associated with the completion of an application submitted online.

(8) Upon receipt of a completed renewal application, a new color photograph, and appropriate payment of required fees, a
tax collector authorized to accept renewal applications for concealed weapon or firearm licenses under this section may, upon approval and confirmation of license issuance by the department, print and deliver a concealed weapon or firearm license to a licensee renewing his or her license at the tax collector's office.

(9) Upon receipt of a statement under oath to the department, and the payment of required fees, a tax collector authorized to accept applications for concealed weapon or firearm licenses under this section may, upon approval and confirmation from the department that a license is in good standing, print and deliver a concealed weapon or firearm license to a licensee whose license has been lost or destroyed.

(10) Tax collectors authorized to accept applications for concealed weapon or firearm licenses under this section may provide fingerprinting and photographing services to aid concealed weapon and firearm applicants and licensees with online initial and renewal applications.

Section 51. Section 817.417, Florida Statutes, is created to read:

817.417 Government Impostor and Deceptive Advertisement Act.—

(1) SHORT TITLE.—This act may be cited as the "Government Impostor and Deceptive Advertisements Act."

(2) DEFINITIONS.—As used in this section:

(a) "Advertisement" means any representation disseminated in any manner or by any means, other than by a label, for the purpose of inducing, or which is reasonably likely to induce, directly or indirectly, a purchase.

CODING: Words stricken are deletions; words underlined are additions.
TO: Members of City Council

DATE: February 6, 2018

COUNCIL DATE: February 15, 2018

RE: Foreclosure Auction Revenue/Disposal of City Owned Property

______________________________________________________________________________

ACTION DESIRED:

Respectfully requesting a referral to the Budget, Finance and Taxation Committee to consider a policy change in where we allocate revenue generated from foreclosure auctions and/or disposal of City owned properties to generate funds for a trust fund or revolving loan program for development of affordable housing.

RATIONALE:

Last year, in rough numbers, our costs for foreclosure auctions was approximately 300k. The revenue generated was approximately 900k, but goes into the General Fund. Since the inception of the foreclosure auction program, $1.7 million dollars has been generated. This discussion would consider the implications of allocating those funds to a trust fund or revolving loan program to address the affordable housing crisis.

Amy Foster, Council Member
District 8
AN ORDINANCE AMENDING THE CITY OF ST. PETERSBURG CITY CODE, CHAPTER 9, CODE ENFORCEMENT, ARTICLE IV, CHRONIC NUISANCE PROPERTY, SECTION 9-62, DEFINITIONS AND EXEMPTIONS, AMENDING THE DEFINITION OF NUISANCE ACTIVITY TO INCORPORATE SPECIFIED PROVISIONS OF CHAPTER 3, SECTION 3-7, ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg Police Department ("Police Department") has repeatedly responded to citizen complaints concerning large gatherings of people consuming alcohol in and upon convenience store premises and parking lots; and

WHEREAS, the Police Department should be able to utilize the most effective enforcement measures available in the St. Petersburg City Code ("City Code") to eliminate the illegal and unpermitted consumption of alcohol on convenience store grounds and parking lots to effectively protect the public; and

WHEREAS, Chapter 9, Article IV of the City Code addresses the designation of Chronic Nuisance Properties within the city limits, the procedures for remediation of such properties and the penalties for failure to comply with enforcement and remediation; and

WHEREAS, specific subsections of Chapter 3 of the City Code, Alcoholic Beverages, Section 3-7, prohibit the unlicensed consumption of alcohol on the premises of a convenience store or similar establishment; and

WHEREAS, the inclusion of subsections 3-7(a), 3-7(b) and 3-7(c)(3) into Section 9-62, which defines Nuisance Activity, will permit convenience stores and similar businesses allowing unlicensed consumption of alcohol on the premises to be cited for Nuisance Activity and to be subject to designation as a Chronic Nuisance Property under the provisions of Chapter 9, Article IV of the City Code.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Chapter 9, Article IV, Section 9-62 of the City of St. Petersburg City Code is hereby amended to read as follows:

Section 9-62.-Definitions and exemptions.

For the purposes of this division:

(a) "Nuisance activity" means when any person associated with a property is charged with a violation of any of the following activities, behaviors or conduct:

1. Chapter 3 - Alcoholic Beverages, Chapter 3—Alcoholic Beverages, sections 3-7(a), (b), or (c)(3), and sections 3-10, 11, 13, or 14.

2. Chapter 11, Article III - Noise Pollution.
Chapter 4, Article III - Dogs, sections 4-55 or 57.

Chapter 20, Article V, Division 2 - Illicit Synthetic Drugs.

F.S. § 767.12 - Dangerous dogs.

F.S. § 790.15 (1) - Discharging firearm in public.

F.S. § 796.06 - Renting space to be used for prostitution.

F.S. § 796.07 - Prostitution.

F.S. § 800.03 - Exposure of sexual organs.

F.S. § 806.13 - Criminal mischief.

F.S. § 810.08 - Trespass in structure or conveyance.

F.S. § 810.09 - Trespass on property other than structure or conveyance.

F.S. § 812.014 - Theft.

F.S. § 812.019 - Dealing in stolen property.

F.S. § 812.067 - Convenience business security.

F.S. § 823.01 - Nuisances.

F.S. § 828.12 - Cruelty to animals.

F.S. § 856.011 - Disorderly intoxication.

F.S. § 856.015 - Open house parties.

F.S. § 856.021 - Loitering or prowling.

F.S. § 856.022 - Loitering or prowling in close proximity to children.

F.S. Ch. 874 - Criminal gang enforcement and prevention.

F.S. § 877.03 - Breach of the peace; disorderly conduct.

F.S. Ch. 893 - Any offense under the Florida Comprehensive Drug Abuse Prevention & Control Act.

Any other offense under state or federal law that is punishable by a term of imprisonment exceeding one year.

(b) "Other responsible party" means any individual or entity other than the owner of the property that is operating a business upon the property or is occupying the property, whether pursuant to a lease, license, or is otherwise allowed to use the property by the owner.

(c) "Person associated with a property" means the property owner, operator, manager, resident, occupant, guest, visitor, patron, employee or agent of any of these persons.

(d) "Responsible party" means the owner of the property and any 'other responsible party' as defined herein.
(e) "Separate and distinct incident" means that each time one or more police officers respond to a nuisance activity at the property shall be deemed a separate and distinct incident. This may include multiple incidents occurring on the same day.

(f) "Police services" means all costs associated with a police officer response to a property and may include, but is not limited to, the costs for: officers and cruisers to respond to a call, receiving the call, dispatch, any supervisory time necessary, any research necessary for enforcement, any citation costs, any transport costs for arrests, and any other cost associated with a response to a call for service at the property.

(g) This division shall not be applied to restaurants or taprooms except for violations of the noise ordinance (Chapter 11), sections 3-7(a), (b), or (c)(3), and sections 3-10 and 3-11 of the alcoholic beverage ordinance and any violation set forth herein which is committed by the owner of the property or business or their employees. The 'theft' category shall not be applied in dealing with retail establishments.

(h) This division shall not be applied when the responsible party was the victim of a crime, or when there is more than one responsible party and one of the responsible parties is the victim of domestic violence.

(i) "POD" is defined in Chapter 1.

(j) References to the "Chief" shall mean the Chief of Police or his or her designee.

Section 2. Language which is underlined represents additions to, and language which is stricken represents deletions from the section which is amended by this ordinance.

Section 3. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take 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:

LEGAL: DEPARTMENT:

______________________________
Assistant City Attorney
Derrill McAteer
ST. PETERSBURG CITY COUNCIL

MEETING OF: February 15, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1586

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

LCA: 1586
NUMBER OF STRUCTURES: 44
ASSESSABLE AMOUNT: $9,596.05

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $9,596.05 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ________________________ AGENDA NO. _________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>Parcel ID</th>
<th>Property Description</th>
<th>Property Address</th>
<th>Original Assessment</th>
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<tbody>
<tr>
<td>LCA 1586 78491</td>
<td>DOAN, AN</td>
<td>27 31 16 15408 005 0050</td>
<td>Childs Park, Blk 5, Lots 5 and 6</td>
<td>3610 19TH AVE S</td>
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<td>07 31 17 16929 024 0020</td>
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TOTAL NUMBER OF ASSESSMENTS: 44

TOTAL ASSESSMENT AMOUNT: 9,596.05
LOT CLEARING NUMBER 1586  
COST / FUNDING / ASSESSMENT INFORMATION  

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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1586 ("LCA 1586") 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.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1586 ("LCA 1586") have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1586 ("LCA 1586") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00360189
CONFIRMING PRELIMINARY ASSESSMENT FOR BUILDING SECURING NUMBER SEC 1232

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

SEC: 1232
NUMBER OF STRUCTURES 3
ASSESSABLE AMOUNT: $618.34

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $618.34 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________
COUNCIL ACTION: ____________________

FOLLOW-UP: _________________________
AGENDA NO. ____________
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TOTAL NUMBER OF ASSESSMENTS: 3

TOTAL ASSESSMENT AMOUNT: 618.34
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A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1232 ("SEC 1232") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1232 ("SEC 1232"); and

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

WHEREAS, the City Council has held a public hearing on February 15, 2018, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1232 ("SEC 1232") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)  
00360190
TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 458

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

DMO: 458
NUMBER OF STRUCTURES: 3
ASSESSABLE AMOUNT: $19,886.17

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

COST/FUNDING/ASSESSMENT INFORMATION: The total assessable amount of $19,886.17 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: __________________

FOLLOW-UP: _________________________ AGENDA NO. _______
### SPECIAL ASSESSMENTS DIVISION

**FINAL ASSESSMENT ROLL 2-15-2018**

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<th>PARCEL ID /LEGAL DESCRIPTION</th>
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<td>DMO 0458 03282</td>
<td>R S INVESTMENT PROPERTIES LLC</td>
<td>819 S WABASH AVE STE 606 CHICAGO, IL 606052153</td>
<td>25 31 16 29664 006 0080 FRUITLAND HEIGHTS BLK F, LOT 8</td>
<td>1633 20TH AVE S</td>
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<td>MC NEIL, AYONNA</td>
<td>PO BOX 92 RED LION, PA 173560092</td>
<td>30 31 17 31284 001 0060 GLENWOOD PARK BLK A, LOT 6</td>
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<td>1246 10TH AVE S SAINT PETERSBURG, FL 337052119</td>
<td>25 31 16 53334 000 0090 LUPTON'S COURT LOT 9</td>
<td>1701 PRESCOTT ST S</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 3

**TOTAL ASSESSMENT AMOUNT:** 19,886.17
### BUILDING DEMOLITION NUMBER DMO 458

**COST/FUNDING/ASSESSMENT INFORMATION**

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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 458 ("DMO NO. 458") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No. 458 ("DMO No. 458"); and

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

WHEREAS, the City Council has held a public hearing on February 15, 2018, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 458 ("DMO No. 458") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00360188
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: Public hearing 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 second reading and public hearing; and
2. APPROVE the proposed ordinance.

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.

16.30.010.23. - 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, 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.
16.30.010.45. - 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. - 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, C (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.

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

|---|---|---|---|---|

Page 6
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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APPLICANT INFORMATION

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

CONTACT: Derek Kilbom, Manager
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
One - 4th Street North
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Derek.Kilbom@stpete.org
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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.

16.30.010.2. 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.

(Code 1992, § 16.30.010.1; Ord. No. 8%G, § 36, 7-15-2010)


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).
Airporthazard 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 or 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.

Airporthazard 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 man-made 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
gadients 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.

(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, 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.

(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. 14-60.009, Rules of the Department of Transportation and Federal Aviation Administration Advisory Circular 77/705, 0(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, 77.26, 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.

(Code 1992, § 16.30.010.9)

16.30.010.110. - 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)
### 16.70.015 - DECISIONS AND APPEALS TABLE

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### 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.

16.70.040.1.8. 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 16.80: ADMINISTRATIVE AGENCIES

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.

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.)

Department Director (signature) __________________________ Date __________

OR

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

Department Director (signature) __________________________ Date __________

Copies to: 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: 

Budget: N/A

Legal: (As to consistency w/attached legal documents) 00356991.doc v1
ILLUSTRATION
(Maintenance Building Easement)

- 70th Street North
- New Building
- 10' Wide Easement
- Fossil Park
- Dr. Martin L. King Jr. Street North
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)

00356991.doc v1

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:

**POINT OF BEGINNING**
Southwest corner Lot 18, Block 102

**East boundary line of Lot 17**
Lot 18

**Westerly boundary line of Lot 16**

**Westerly boundary line of Lot 16**
Lot 13

**Parallel with westerly boundary line Lot 16**

**Point of Beginning**
Southwest corner Lot 13, Block 102

**DESCRIPTION**
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 93), bearing N69°37'30"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 6682

**REVISED**
**DATE**

**ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT**
**CITY OF ST. PETERSBURG**
**NOT TO SCALE**

**FOSSIL PARK**

**SECTION 31**
**TOWNSHIP 30 SOUTH**
**RANGE 17 EAST**

**DATE:** NOV 22, 2017
**SHEET No.:** 1 OF 1
EXHIBIT "B"
(Legal Description & Illustration of the Easement – Maintenance Building)

Description and Sketch
(NOT A SURVEY)

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

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°00'53"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 6862

FOSSIL PARK

SECTION 31
TOWNSHIP 30 SOUTH
RANGE 17 EAST

REVISIONS

ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY of ST. PETERSBURG

NOT TO SCALE

DATE: NOV 22, 2017
SHEET No. 1 OF 1

CM 180215 - 1 RE Ordinance (Public Hearing) Duke Energy (2) Easements Fossil Park 00356991
REQUEST
Review of the proposed plan to construct a 5-story, 243-unit multi-family development with 5,000 square feet of commercial space, located at 1701 Central Avenue, for consistency with the Intown West Redevelopment Plan.

APPLICANT INFORMATION

Applicant
Castlefrank Florida Holdings LP
2511 Seven Springs Blvd.
Trinity, FL 34655

Property Owner
Castlefrank Florida Holdings LP
2511 Seven Springs Blvd.
Trinity, FL 34655

Representative
Kurt Kehoe
NRP Group, LLC
801 International Parkway, 5th Flcor
Lake Mary, FL 32746

OVERVIEW OF PROJECT
The property is located at 1701 Central Avenue, in the Grand Central District. The project, valued at $48 million, consists of a 5-story, 243-unit multi-family development with 5,000 square feet of commercial space.

According to City permitting records, the property consists of a vacant commercial building, radio tower and a large surface parking lot. The applicant proposes to demolish the existing building, radio tower and surface parking lot to construct the mixed-use development.

The proposed mixed-use building will occupy an entire city block. The parking garage will be located in the northwest corner of the subject property and will be wrapped on two sides with residential units. Access to the parking garage will be 18th Street North. Loading and trash pick-up will occur along 18th Street North. The mixed-use building and parking garage will both be five-stories. Commercial space, lobby, and leasing office are located along Central Avenue at the ground level. Residential units are located along the Central Avenue, 1st Avenue North and 17th Street North. Floors two through five will have residential units. A ground level courtyard will be located along 17th Street North, which will be visible to the pedestrian passing by.
The proposed building will be of a contemporary style of architecture. The exterior of the building is minimal in design but finished in high quality materials. Materials include: brick, stucco and cementitious board. The facades have been articulated with glazing, recess and projections in the façade, awnings and balconies.

**CONSISTENCY WITH INTOWN WEST REDEVELOPMENT PLAN**
The Intown West Redevelopment Plan (IWRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

**Plan Emphasis**
The goal of the redevelopment plan is to provide a specific development focus for the Dome District that supports the Intown West Redevelopment Area and capitalizes on the opportunities generated by Tropicana Field. Objective 1 of the IWRP calls for establishing a cohesive development pattern and visual identity through land uses that reinforce downtown and stadium development through creation of highly visible and intensive activity nodes, and reinforcement of retail along the Central Avenue and 1st Avenue North corridors. Objective 2 of the IWRP calls for ensuring new development and redevelopment projects are appropriate in scale and design by establishing design guidelines ground level spaces, parking garages and streetscape improvements and establishing parameters for upgrading existing buildings and parking lots.

The proposed development, which is a permitted use under the current DC-2 zoning, will continue the westward growth of downtown. The building is urban in scale with pedestrian oriented street level features, including the provision of storefront window systems consistent with urban buildings, and streetscaping, including planters and street trees, that will accent the building.

**SUMMARY AND RECOMMENDATION**
Administration recommends approval of the attached resolution finding the 5-story, 243-unit multi-family development with 5,000 square feet of commercial space, located at 1701 Central Avenue, consistent with the Intown West Redevelopment Plan.

This recommendation is subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.
### EXHIBIT A
#### Site Data

| Location                           | 1701 Central Avenue  
|                                   | 24/31/16/29720/001/0010 |
| Redvelopment Area                 | Intown West Redevelopment Area |
| Zoning District                    | DC-2 |
| Existing Land Use                 | Commercial building, radio tower and a surface parking lot |
| Proposed Uses                     | Mixed-use development |
| Site Area                          | 88,000 sq. ft. or 2.02 acres |
| Proposed FAR                       | 2.91 FAR |
| Existing FAR                       | 0.11 FAR |
| Permitted FAR                      | 3.0 FAR base |
| Number of Residential Units        | 243 |
| Existing Parking                   | 156 spaces |
| Proposed Parking                   | 305 spaces |
CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 5-STORY, 243-UNIT MULTI-FAMILY DEVELOPMENT WITH 5,000 SQUARE FEET OF COMMERCIAL SPACE, LOCATED AT 1701 CENTRAL AVENUE NORTH CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 17-4A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown West Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 5-story, 243-unit multi-family development with 5,000 square feet of commercial space, as described and reviewed in CRA Review Report No. IWRP 17-4a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct a 5-story, 243-unit multi-family development with 5,000 square feet of commercial space, consistent with the Intown West Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;

2. Applicant must comply with any conditions of approval required by Development Review Services staff.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

City Attorney (designee)  

Dave Goodwin, Director  
Planning & Economic Development Department
1701 Central Avenue
St. Petersburg, Florida
Conceptual Landscape Plan
1701 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA
CONCEPTUAL ELEVATION
1701 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA
CONCEPTUAL SOUTH ELEVATION - CENTRAL AVE
ALUMINUM FRAMED OPENINGS TO MIMIC WINDOWS (NO GLASS)
PAINTED FRAME COLOR TO MATCH BUILDING WINDOWS
OPEN—BRICK (MERIDIAN - SUNSET)
ALUMINUM WINDOW FRAMES (NO GLASS)
OPEN ALUMINUM WINDOW FRAMES
ALUMINUM WINDOWS
PUMP ROOM
MESH SCREEN TO MATCH BALCONY RAILS
BIKE STORAGE
1701 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA
CONCEPTUAL NORTH ELEVATION - 1ST AVENUE
1701 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA
CONCEPTUAL WEST ELEVATION - 18TH STREET
1701 Central is a proposed 243-unit upscale multifamily apartment with approximately 5,000 square feet of commercial space in downtown St. Petersburg, Florida. The 2.02-acre site encompasses a city block within the Intown West Redevelopment Area. Located in the Grand Central District, the property is within easy walking and biking distance to employment, entertainment, restaurants, breweries, shops, grocery stores and galleries. The project is valued at approximately $48 million with community amenities such as package concierge, precast parking garage (park on floor you live on), relaxation courtyard, fitness room, work from home conference pods, pet grooming room, bike storage, electric car charging stations, saltwater pool, outdoor grills and TVs on the pool deck.

Today the property consists of a vacant one-story masonry building and radio tower surrounded by surface parking and chain/barbed wire fence. There are no prominent natural features on the site. An elevated portion of Interstate 275 runs adjacent to the west side of 18th Avenue North. The applicant proposes to demolish the existing structure and construct the mixed-use development.

1701 Central is within the Downtown Center-2 (DC-2) zoning district. In accordance with LDC 16.20.120.5.2 the project has 76% net square feet of residential uses. In accordance with LDC 16.20.120.5.2.2 Pedestrian level "A" streets (Central Avenue) nonresidential and limited residential support activities (lobby, clubroom and fitness center) are incorporated into 60% of the linear building frontage with an average depth of 35 ft. Plaza Parkway Design elements such as pedestrian friendly street bump outs are planned at Central Avenue at 18th and 19th streets (with plans for a City bike share station at 18th). The project floor area ratio of 2.91 is within the DC-2 Base Approval parameters (3 FAR).

The proposed mixed-use building will be constructed on the central and eastern portion of the subject property. A parking garage will be located on the western portion of the subject property which will provide some buffering from the elevated portion of Interstate 275. Access to the parking garage will be on 18th Street North. The parking garage accommodates 305 vehicles. Long term bicycle parking is in a first-floor bike storage area, on each garage level and within individual apartments. There are no automobile access drives off Central, 1st Avenue North or 17th Street North. Loading and trash pick-up will occur along 18th Street. The apartment building will be five-stories and the parking garage will be five stories. Commercial space (retail and/or restaurant) screens the ground floor of the parking garage along Central Avenue. The main lobby entrance and leasing office is also on the ground floor along Central. In addition, the leasing office, community amenities and 39 residential units are located on the ground floor. The remaining floors will have residential units. A ground level landscaped open space area is located adjacent to 16th Street N right-of-way and is visible to pedestrians.

The façade of this 215 x 396 feet building is broken down by the varying depths of units generated by the programmed minimum unit module width and area. The proposed building will be in the modern transitional style of architecture. The exterior of the building is finished in the high-quality material of brick on the base street level, with varied amounts of stucco, cementitious board / batten and siding, to create variety and rhythm in the façade. The brick finish continues on the corner and middle elements of the building, creating a hierarchy of building forms to articulate entrances and building corners,
establishing a presence of the development and identity at the four street intersections. This expression of building form is also accentuated by the varied parapet heights, horizontal canopies and suspended balconies with mesh railings extending beyond the building face. The Garage portion of the building on 1st Avenue North continues the brick base at the street, and provides vertical brick panels and metal grid screens to match the vertical articulation of the residential building. The brick and metal grid screens are punctuated with window frames to match the residential building. The 18th Street North Garage elevation has the same elements, in addition to decorative graphic art composed by a local artist flanking the vertical stair tower.

The east facing courtyard provides an open area in the building form, with private patios and walkways leading into the interior pool court. The courtyard will be screened with a streetscape design to tie into the building form. Street trees and lighting line the wide walks, and specialty paving signifies transition spaces from the street to the building. Site amenities such as benches and waste receptacles make the pedestrian experience a comfortable and inviting one that will encourage active use. The design supports visiting the site by bicycle with the seven bike racks located near building entrances. These landscape elements will help establish an ambience of a quality urban environment of human scale. The intent of the design language is to project an imagery of sophistication through simplicity of design with an understated elegance for a quality urban living environment.

In summary, the Project design emphasizes pedestrian scale, respects the grid system street pattern, protects the right-of-way through pedestrian-oriented business opportunities at the street level and building articulation provides shade, gathering areas and visual interest.

The NRP group is a full-service developer, general contractor and property manager of multifamily, senior and student housing units throughout the United States. The NRP group has built over 28,000 units in twelve states over the past twenty years and manages over 18,000 residential units. Key development team members have recent experience in downtown St. Petersburg with the completion of the 326-unit Beacon 430 on 4th Street S and the Avanti, a 366-unit 9 story high rise currently under construction on 2nd Avenue South. The NRP group is a three-time recipient of National Association of Home Builders Multi-Family Developer of the Year and has closed over $3.0 Billion in real estate since 2009. The NRP group anticipates Project ground breaking in 2ND Quarter 2018.
SUBJECT
Approval of a Resolution finding that: 1) the disposition of two (2) City-owned improved properties located at 2527 - 31st Street South, St. Petersburg, AND 1018 Melrose Avenue South, St. Petersburg at less than fair value ("Dispositions"), will increase the supply of affordable housing which will further the implementation of the South St. Petersburg Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Dispositions to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

BACKGROUND
The South St. Petersburg Community Redevelopment Area ("South St. Pete CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida’s Community Redevelopment Act of 1969 (Chapter 163, Part III). On October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City’s findings of blight and directed its staff to collaborate with the City to develop an inter-local agreement defining the framework for the Community Redevelopment Agency ("Agency") (Resolution No. 13-186). On May 15, 2014, City Council approved the inter-local agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014.

At its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43). The South St. Petersburg Community Redevelopment Plan ("Plan") is a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg. The Plan identifies housing and neighborhood revitalization as a key priority, supported by increasing homeownership, improving and creating decent, safe and sanitary housing conditions, and increasing affordability. To implement these goals, the Agency will engage in, among other things, land assembly, disposition and development efforts and incentivizing affordable and market-rate housing development through financial grants and loans. Under the Plan, and to the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with the Plan.

PRESENT SITUATION
There are two (2) City-owned improved properties 2527 - 31st Street South ("2527") and 1018 Melrose Avenue South ("1018") (collectively, "Properties"), situated within the South St. Pete CRA, that were acquired through mortgage foreclosure action on loans issued by Housing and Community Development ("Housing"). Following acquisition of the Properties, Housing
requested Real Estate & Property Management ("Real Estate") to declare the Properties surplus and obtain appraisals with the intent of making 2527 available for purchase by a first-time, income eligible home buyer, while 1018 would be circulated by Housing amongst its non-profit partners for redevelopment as affordable housing.

Lee L. Brand, Certified Residential Appraiser ("Appraiser"), conducted an appraisal of 2527 on August 3, 2017 ("2527 Appraisal"), indicating a market value of $62,000. Upon review of the 2527 Appraisal, Housing requested Real Estate to make 2527 available for sale, subject to the buyer being a first-time home buyer and meeting Housing's income eligibility criteria for financial assistance, in addition to approval of the sale by City Council approval. The City received a purchase agreement on 2527 for $62,000 from Desolyn N. Brown ("Brown") through Brown's real estate agent, Debbie George, Charles Rutenberg Realty, Inc. Housing has determined Brown is a first time home buyer and meets income eligibility criteria for Housing financial assistance. Brown commissioned a home inspection report ("Report") that noted several repair items. Upon review of the Report, Housing determined the Repairs would be impediments for any first-time home buyer's ability to obtain insurance and financing. Therefore, Housing agreed to make the repairs necessary to successfully close on the transaction. Housing has completed the bidding process for the Repairs and has selected a contractor to conduct the rehabilitation at a cost not to exceed $27,910.

Housing determined 1018 would require substantial renovations in order to make the structure suitable for habitation. The Appraiser conducted an appraisal of 1018 on September 20, 2017 ("1018 Appraisal") indicating the market value to be $29,000. Upon review of the 1018 Appraisal, and considering the extent of the repairs needed, Housing sought a not-for-profit entity interested in completing the necessary rehabilitation and offered 2018 as affordable housing. Through discussions with Housing, Smart Reentry "Incorporated" ("Smart Reentry"), a Florida not-for-profit corporation, offered to purchase 1018 for $29,000, subject to City Council approval. SMART is an acronym for Self-Motivation After Release Training which is representative Smart Reentry's mission to provide training in the construction field to individuals who have come in contact with the criminal justice system and are newly released from Florida State Prisons. Smart Reentry represents that each program participant receives on-the-job training while working on residential properties in need of rehabilitation, and all rehabilitated homes are rented or sold to low-income families according to U.S. Department of Housing and Urban Development ("HUD") guidelines. The skills developed further enhances each participant's rehabilitation process, preparing them for re-entry and adjustment back into civilian population.

Real Estate initiated the public notification process pursuant to Florida Statute §163.380 ("Public Notice"), and on December 10, 2017, a Public Notice requesting alternate proposals by the deadline on January 10, 2018 ("Deadline") was advertised in Tampa Bay Times, which was also made available on the City’s website, and additionally advertised in The Bulletin News on December 14, 2017. No alternative proposals were received by the Deadline and Housing subsequently requested Real Estate to proceed with the original offers.
SUMMARY
The transactions described in this report are consistent with the Plan objectives as they foster improving and creating decent, safe and sanitary housing conditions and increase the supply of affordable housing in the South St. Pete CRA. Due to the additional repairs the City is making to 2527 and repairs that Smart Reentry will be making to 1018, a public hearing was duly noticed and held in accordance with Florida Statute 163.380 in the event the disposition could be construed as being less than the fair value.

RECOMMENDATION
CRA Staff recommends that The Community Redevelopment Agency of the City of St. Petersburg, Florida adopt the attached Resolution finding 1) that the disposition of the City-owned improved properties located at 2527 - 31st Street South and 1018 Melrose Avenue South, St. Petersburg at less than fair value ("Dispositions") will increase the supply of affordable housing which will further the implementation of the South St. Petersburg Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; recommending approval of the Dispositions to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

ATTACHMENTS: Illustration and Resolution
A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING THAT 1) THE DISPOSITION OF TWO (2) CITY-OWNED IMPROVED PROPERTIES LOCATED AT 2527 - 31ST STREET SOUTH, ST. PETERSBURG, AND 1018 MELROSE AVENUE SOUTH, ST. PETERSBURG AT LESS THAN FAIR VALUE ("DISPOSITIONS"), WILL INCREASE THE SUPPLY OF AFFORDABLE HOUSING WHICH WILL FURTHER THE IMPLEMENTATION OF THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA PLAN OBJECTIVES; AND 2) A PUBLIC HEARING IN ACCORDANCE WITH FLORIDA STATUTE 163.380 HAS BEEN DULY NOTICED AND HELD; RECOMMENDING APPROVAL OF THE DISPOSITIONS TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South St. Petersburg Community Redevelopment Area ("South St. Pete CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III); and

WHEREAS, on October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an inter-local agreement defining the framework for the Community Redevelopment Agency ("Agency") (Resolution No. 13-186), and on May 15, 2014, City Council approved the inter-local agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014; and

WHEREAS, at its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43); and
WHEREAS, the South St. Petersburg Community Redevelopment Plan ("Plan") is a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg; and

WHEREAS, the Plan identifies housing and neighborhood revitalization as a key priority, supported by increasing homeownership, improving and creating decent, safe and sanitary housing conditions, and increasing affordability; and

WHEREAS, to implement these goals, the Agency will engage in, among other things, land assembly, disposition and development efforts and incentivizing affordable and market-rate housing development through financial grants and loans; and

WHEREAS, under the Plan, and to the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with the Plan; and

WHEREAS, there are two (2) City-owned improved properties 2527 - 31st Street South ("2527") and 1018 Melrose Avenue South ("1018") (collectively, "Subjects"), situated within the South St. Pete CRA, that were acquired through mortgage foreclosure action on loans issued by Housing and Community Development ("Housing"); and

WHEREAS, following acquisition of the Subjects, Housing requested Real Estate & Property Management ("Real Estate") to declare the Subjects surplus and obtain appraisals with the intent of making 2527 available for purchase by a first-time, income eligible home buyer, while 1018 would be circulated by Housing amongst its non-profit partners for redevelopment as affordable housing; and

WHEREAS, Lee L. Brand, Certified Residential Appraiser ("Appraiser"), conducted an appraisal of 2527 on August 3, 2017 ("2527 Appraisal"), indicating a market value of $62,000; and

WHEREAS, upon review of the 2527 Appraisal, Housing requested Real Estate make 2527 available for sale, subject to the buyer being a first-time home buyer and meeting Housing's income eligibility criteria for financial assistance, in addition to approval of the sale by City Council approval; and

WHEREAS, the City received a purchase agreement on 2527 for $62,000 from Desolyn N. Brown ("Brown") through Brown's real estate agent, Debbie George, Charles Rutenberg Realty, Inc., and Housing has determined that Brown is a first-time home buyer and meets income eligibility criteria for Housing financial assistance; and

WHEREAS, Housing determined 1018 would require substantial renovations in order to make the structure suitable for habitation; and
WHEREAS, the Appraiser conducted an appraisal of 1018 on September 20, 2017 ("1018 Appraisal") indicating the market value to be $29,000; and

WHEREAS, upon review of the 1018 Appraisal, and considering the extent of the repairs needed, Housing sought a not-for-profit entity interested in completing the necessary rehabilitation and offered 1018 as affordable housing; and

WHEREAS, through discussions with Housing, Smart Reentry "Incorporated" ("Smart Reentry"), a Florida not-for-profit corporation, offered to purchase 1018 for $29,000, subject to City Council approval; and

WHEREAS, SMART is an acronym for Self-Motivation After Release Training which is representative of Smart Reentry's mission to provide training in the construction field to individuals who have come in contact with the criminal justice system and are newly released from Florida State Prisons; and

WHEREAS, Real Estate initiated the public notification process pursuant to Florida Statute §163.380 ("Public Notice"), and on December 10, 2017, a Public Notice requesting alternate proposals by the deadline on January 10, 2018 ("Deadline") was advertised in Tampa Bay Times, which was also made available on the City's website, and additionally advertised in The Bulletin News on December 14, 2017; and

WHEREAS, no alternative proposals were received by the Deadline and Housing subsequently requested Real Estate to proceed with the original offers; and

WHEREAS, the transactions described in this report are consistent with the Plan objectives of the South St. Pete CRA as they foster improving and creating decent, safe and sanitary housing conditions and increase the supply of affordable housing in the South St. Pete CRA; and

WHEREAS, a Public Hearing, in accordance with Florida Statute 163.380, has been duly noticed and held; and

WHEREAS, the transactions described in this report are consistent with Florida Statutes, Chapter 163, Part III including, but not limited to, Florida Statutes §163.370, §163.380, and §163.387, insofar as it is intended that these dispositions are authorized by statute and will prevent the development or spread of future slums or blighted areas, and will carry out the purposes of the statutes.

NOW THEREFORE, BE IT RESOLVED by The Community Redevelopment Agency of the City of St. Petersburg, Florida ("CRA"), that the CRA 1) the disposition of two (2) City-owned improved properties located at 2527 - 31st Street South, St. Petersburg, AND 1018 Melrose Avenue South, St. Petersburg at less than fair value ("Dispositions"), will increase the supply of affordable housing which will further the implementation of the South St. Petersburg Community Redevelopment Area Plan objectives; and 2) a Public Hearing in accordance with Florida Statute 163.380 has been duly noticed and held; and
BE IT FURTHER RESOLVED that the CRA recommends that the City Council of St. Petersburg approve the Dispositions; and

BE IT FURTHER RESOLVED that the CRA authorizes the Executive Director or his designee to execute all documents necessary to effectuate this Resolution.

This Resolution becomes effective immediately upon its adoption.

LEGAL:

APPROVED BY:

Joshua A. Johnson, Director
Housing and Community Development

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
CA-1
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 15, 2018

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

Subject: Approving an increase in allocation for temporary staffing services with Personnel Solutions Plus, LLC, in the amount of $1,500,000, for a total contract amount of $3,600,000.

Explanation: On July 21, 2016, City Council approved a three-year blanket purchase agreement for temporary services through May 31, 2019. The agreement has one, two-year renewal option.

An increase in allocation is requested due to increased staffing needs resulting from Hurricane Irma debris removal as well as staff needs resulting from the growth of the City's curbside recycling program. Water Resources, Stormwater, Pavement & Traffic and Downtown Enterprise Facilities have also added temporary staffing to meet their operational needs. As a result, the forecasted contract amount is expected to be exceeded prior to the end of the contract term.

The vendor provides personnel, administration, recruitment, testing, screening and training for general labor, clerical, and other entry level temporary staffing positions. The primary users are Sanitation, Water Resources, Stormwater, Pavement and Traffic Operations departments.

The Procurement Department, in cooperation with the Sanitation Department, recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement</td>
<td>$2,100,000</td>
</tr>
<tr>
<td>Allocation request increase</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>New contract total amount</td>
<td>$3,600,000</td>
</tr>
</tbody>
</table>

Amounts paid to the vendor pursuant to the allocation increase will not exceed $3,600,000 during the contract term. This agreement is binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Fund 4021 (450) [$544,000], Water Resources Fund 4001 (420) [$493,000], Stormwater, Pavement and Traffic Operations Fund 4011 (400) [$255,000], with the balance of $208,000 to the remaining departments for temporary services.

Attachments: Resolution

Approvals:

[Signatures]
RESOLUTION NO. 

A RESOLUTION APPROVING THE INCREASE IN AN AMOUNT NOT TO EXCEED $1,500,000 TO THE ALLOCATION FOR THE AGREEMENT WITH PERSONNEL SOLUTIONS PLUS, LLC FOR TEMPORARY STAFFING SERVICES FOR THE SANITATION, WATER RESOURCES AND STORMWATER, PAVEMENT AND TRAFFIC OPERATIONS DEPARTMENTS; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $3,600,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 21, 2016, City Council approved a three-year agreement ("Agreement") with Personnel Solutions Plus, LLC for temporary staffing services for the Sanitation, Water Resources, and Stormwater, Pavement and Traffic Operations Departments in an amount not to exceed $2,100,000; and

WHEREAS, due to an increase in staffing needs as a result of Hurricane Irma debris removal and the growth of the curbside recycling program, additional funding in the amount of $1,500,000 is needed for the remainder of the term of this Agreement; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Sanitation, Water Resources, and Stormwater, Pavement and Traffic Operations Departments recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount not to exceed $1,500,000 to the allocation for the agreement with Personnel Solutions, LLC for temporary staffing services for the Sanitation, Water Resources, and Stormwater, Pavement and Traffic Operations Departments is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $3,600,000.

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 content:

City Attorney (designee)
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of refuse trucks from Kenworth of Central Florida, Inc., and Rush Truck Centers of Florida, LLC for the Sanitation Department, at a total cost of $1,653,554.

Explanation: This purchase is being made from Florida Sheriffs Association Contract FSA17-VEH15.

The vendors will furnish and deliver two (2) front-end-loader refuse trucks used for commercial collection, two (2) additional grapple-body refuse trucks for brush collection and three (3) -roll-off refuse trucks used for commercial collections, which will bring Sanitation’s CNG fleet total to 54.

The refuse trucks will be used as follows: The two-front end loaders will be used for commercial collections; the two grapple trucks will be used for special collections; the three roll-off trucks will be used for commercial collections.

Two of the vehicles are replacing units that are eight to 12 years old and have reached the end of their economic useful life. The old vehicles will be sold at public auction. The two additional grapple-body refuse trucks and three roll-off trucks will replace equipment that is nearing the end of its economic useful life. Those five semi-retired units will be retained to increase capacity for future storm event debris removal, alley cleanups, and brush operations.

The Procurement Department, in cooperation with the Sanitation Department, recommends an award utilizing Florida Sheriffs Association Contract FSA17-VEH15.

| Vendor                                      | Description                     | Quantity | Unit Price | Total Cost  
|---------------------------------------------|---------------------------------|----------|------------|-------------|
| Rush Truck Centers of Florida, LLC (New Braunfels, TX) | 2018 Peterbilt McNeilus Model 4029 front-end loader | 2        | $293,558   | $587,117    
| Kenworth of Central Florida, Inc. (Orlando) | 2019 Kenworth T730 CNG-grapple truck | 2        | $213,690   | $427,380    
|                                             | 2019 Kenworth T880 roll-off truck | 3        | 213,019    | 639,057     
|                                             |                                 |          |            | 1,066,437   |

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract FSA17-VEH15, effective through October 12, 2018. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties' negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds are available in the Sanitation Equipment Replacement Fund (4027), Sanitation Department, Commercial Support (4502265), Commercial Roll-Offs (4502273), and Residential Support (4502277).

Attachments: Resolution

Approvals:

[Handwritten signatures]

Michael R. Dore
Administrative

Deveis L. Fuller 1.26.18
Budget
WHEREAS, the City desires to purchase two (2) front end loader refuse trucks, two (2) additional grapple body refuse trucks, and three (3) automated-roll-off refuse trucks. Five (5) of these are replacement vehicles and two (2) are additions to the fleet; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase vehicles from selected entities pursuant to the Sheriff's Association and Florida Association of Counties negotiated purchase programs; and

WHEREAS, Kenworth of Central Florida, Inc., and Rush Truck Centers of Florida, Inc., have met the specifications, terms and conditions of the Florida Sheriffs Association, Contract No. FSA 17-VEH15; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Sanitation Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of seven new refuse trucks from Kenworth of Central Florida, Inc., and Rush Truck Centers of Florida, Inc., for the Sanitation Department at a total cost not to exceed $1,653,554, is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

[Signature]

[00359645]
CA-3
To: The Honorable Lisa Wheeler-Brown, Chair, and Members of City Council

Subject: Accepting a proposal from Evans Consoles Incorporated, for emergency communications console furniture for the new Police Department Emergency Operations Center, at a total cost of $963,174.44.

Explanation: The Procurement Department received three proposals for emergency communications center furniture. The three proposals were received from:

- ErgoFlex Systems, Inc., dba Xybix Systems $776,497.09
- Evans Consoles Incorporated $892,899.91
- Watson Furniture Group, Inc. $800,788.00

The proposals were evaluated by representatives from the Police Department. They were:

- Michael McDonald, Admin Services Bureau Assistant, PD Administration
- Jacquelyn Yeager, Manager, Emergency Communications, PD Communication Center
- Mary Collier, Emergency Communications Supervisor, PD Communication Center
- Brandie Ball, Emergency Communications Supervisor, PD Communication Center
- Jay Lund, Senior Capital Project Coordinator, Engineering Capital Improvements

The proposals were evaluated based on the following criteria:

- Experience and qualifications of offeror
- Technical competence
- Capacity to accomplish the work
- Past performance on similar projects
- Overall quality and ease of installation and maintenance
- Warranty
- Cost/price

The vendor will design, manufacture and install ergonomic sit/stand console furnishings for use by call takers and dispatchers in the proposed critical, public safety facility to be located at 1301 1st Avenue North. The consoles will provide an ergonomic solution for a 24/7 public safety environment, are to be modular with durable steel frames, provide internal cable-management systems, removable-access panels and provide an efficient, functional, and safe work environment for the City's staff.

The committee's final selection include the determination that ErgoFlex Systems, Inc., dba Xybix Systems installations were a compilation of modular systems and not as rigid in structure. Evans Consoles Incorporated installations were specifically designed for Emergency Operation applications and were more resilient in design.

The Procurement Department, in cooperation with the Police Department, recommends approval:

Evans Consoles Incorporated, (Vienna, VA) ................................................................. $963,174.44

Evans Consoles Incorporated has met the requirements of RFP No. 6222, dated February 14, 2017. Evans Consoles Incorporated was determined to be most advantageous to the City, taking into consideration price and the evaluation criteria set forth in RFP No. 6224.2. They have performed similar installations for numerous public safety organizations, including the Leon County Public Safety Complex, the Florida Highway Patrol Regional Communications Centers, the Alachua County Sheriff in Gainesville, and the Polk County Emergency Communications Center, and have performed satisfactorily.
On June 16, 2017 a Letter Agreement between Evans and the City of St. Petersburg, Florida was executed for the Emergency Communications Center Console design and coordination documents for the Police Facility/EOC project. Due to the timing of the final firm selection and the impact the Emergency Communications Center console design layout would have on the construction schedule; a letter agreement between Evans and the City of St. Petersburg, Florida was executed that allowed Evans to provide console design and coordination services for the Police Facility/EOC project until such time as a final agreement for the procurement, manufacture, delivery, and installation of the Emergency Communications Center Consoles for the Police Facility/EOC project in conformance with the City's design criteria could be executed. The $25,000 amount of this agreement has been included within the full contract amount recommended for approval in this memorandum.

Evans Consoles, Inc., has met the requirements of RFP No. 6222 and have been determined to be the most advantageous to the City, taking into consideration the warranty, flexibility of the offeror and the evaluation criteria set forth in the RFP.

Funding for this scope of work is included in the overall project funds for the Police Facility / EOC project.

**Cost/Funding/Assessment Information:** Funds have previously been appropriated in the Public Safety Capital Improvement Fund (3025), Police Facility/EOC Project (12847).

**Attachments:** Technical Evaluation (3 pages)
Meeting Minutes (3 pages)
Dispatch Desk Schematic
Resolution

**Approvals:**

[Signatures]
Summary Work Statement

The City received three proposals for RFP No. 6222,2: Furniture for Police Communications Center. The successful offeror(s) will layout, design, deliver and install furniture for the new Police Headquarters. The three proposals were received from:

- ErgoFlex Systems, Inc., dba Xybix Systems $776,497.09
- Evans Consoles, Inc. $892,899.91
- Watson Furniture Group, Inc. $800,788.00

Evaluation Committee

The evaluations of the five proposals were conducted by:

- Michael McDonald, Admin Services Bureau Assistant, PD Administration
- Jacquelyn Yeager, Manager, Emergency Communications, PD Communication Center
- Mary Collier Emergency Communications Supervisor, PD Communication Center
- Brandie Ball, Emergency Communications Supervisor, PD Communication Center
- Jay Lund, Senior Capital Project Coordinator, Engineering Capital Improvements

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience and qualifications of offeror
- Technical competence
- Capacity to accomplish the work
- Past performance on similar projects
- Overall quality and ease of installation and maintenance
- Warranty
- Cost/price

Offerors' Profiles

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

**ErgoFlex Systems, Inc., dba Xybix Systems.** is headquartered Littleton and is incorporated in Colorado in 1996. The firm has been providing this service for 21 years and employs 58 people nationally. Strengths include: Over 20 years' experience in the industry; Greenguard certified; three employees local to the area; local contacts in St. Petersburg and Tampa; can accommodate multiple design changes; turnkey solution; lifetime warranty for manufactured parts; five years for the other components; best pricing; offered independent control for each surface; keyboard and monitor; quick-stack option to adjust monitors to a stacked configuration; ability to customize, manufacture their own equipment; total of 12 to 13 weeks to install, which would include eight weeks of production, one week of shipping and three to four weeks of installation; experience with several large installations; good cable management and will use local subcontractors for installation.

Weaknesses include: Primary offices are in Colorado; did not offer 2% net 10, financials, smaller company; installation didn't seem as clean as others.

The proposal meets requirements.

**Evans Consoles, Incorporated** is headquartered in Vienna, and was incorporated in Virginia in 1970. The firm has been providing this service for over 35 years and employs 363 people nationally. Strengths include: Possess all salient certifications; more than 80 installations noted; Greenguard certified; manufacturing and engineering performed in house; offered the 2% net 10 discount; has solid financials; installations were significant in size and can expedite delivery over normal lead times; lifetime limited warranty on all static components; allows for retro fit for up
to 20 years; offers unity arm for monitors that can be moved together or independently; factory trained installation personnel; PowerLinc system.

Weaknesses include: Pinellas County was not pleased with the cable management system and accessibility for equipment servicing; repairs are contingent on availability of parts and third party supplier lead time; three-year warranty on PowerLinc and EnviroLinc systems; the most expensive; the project manager is in Virginia.

The proposal exceeds requirements

*Watson Furniture Group, Inc.*, is headquartered in Paulsboro, and was incorporated in Washington in 1988. The firm has been providing this service for 26 years and employs 150 people nationally.

Strengths include: Entire console can operate on a single 20 amp electrical circuit; active cooling system unique to the industry; stable financials; large fabrication facility; has had similar installations for other municipalities; five to six weeks production time with two weeks shipping; three weeks to install with factory trained installers; offers personal comfort control-front tech bay with extra space for side by side coaching

Weaknesses include: Current SPPD consoles supplied by this company have a myriad of equipment failures, several do not work at all; others are bolted into place; SPPD's experience with maintenance and service is less than favorable; unable to understand the cable management plans for the proposed consoles; only provides a three years warranty on labor; the monitors are not adjustable and require that the entire desk surface be moved.

Major deficiencies – correctable only with major changes

**Short-listing and Furniture Exhibit**

The proposals were initially evaluated solely on the evaluation criteria established in the RFP. The proposals were then ranked and short-listed. On March 2, 2017, the top two offerors were invited to set up full-scale furniture mockups before the evaluation committee and the Police Department. On March 16, 2017 a second public meeting was held to schedule the exhibit May 16, 2017. On May 16, 2017, a furniture exhibit was held for the Emergency Communication Center staff at the Coliseum.

**Recommendation for Award**

On May 19, 2017, the third public meeting was held and based on the furniture exhibit the evaluation committee ranked the proposals as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Evans Consoles, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>ErgoFlex Systems Inc., dba Xybix System</td>
</tr>
</tbody>
</table>

Evans Consoles, Inc., has met the requirements of RFP No. 6222 and have been determined to be the most advantageous to the City, taking into consideration the warranty, flexibility of the offeror and the evaluation criteria set forth in a RFP.

*Evans Consoles, Inc., was selected for the following reasons:*

- Evans mockup appeared to be solely for use in the Emergency Communication Environment.
- Xybix mockup appeared to be assembled from a number of standard modular furniture components.
- Evans mockup appeared to be constructed from more robust and resilient components.
- Possess all salient (*important*) certifications
- More than 80 installations noted
- Greenguard certified with manufacturing and engineering performed in house
- Offered 2% net 10 discount
- Solid financials
- Installations were significant in size and can expedite delivery over normal lead times;
- Lifetime limited warranty on all static components;
- Allows for retro fit for up to 20 years;
- Offers unity arm for monitors that can be moved together or independently.

Evans Consoles, Inc., references have been checked and are satisfactory.

Mary Collier, Chair

Michael McDonald, Committee Member

Brandie Ball, Committee Member

Jay Lund, Committee Member

Joaquelyn Yeager, Committee Member
Title: RFP No. 6222: Furniture for the Police Communications Center
Meeting Date: Thursday, March 2, 2017
Time: 10:00 a.m.
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members in attendance: Mary Collier, Brandi Ball, Jacquelyn Yeager, Michael McDonald, Jay Lund</td>
</tr>
<tr>
<td></td>
<td>Staff: Patty Cortez</td>
</tr>
<tr>
<td></td>
<td>No members of the public in attendance.</td>
</tr>
<tr>
<td></td>
<td>Motion by: Michael McDonald to nominate Mary Collier as the Committee Chairperson</td>
</tr>
<tr>
<td></td>
<td>Seconded by: Jay Lund</td>
</tr>
<tr>
<td></td>
<td>Votes: Affirmative (5)</td>
</tr>
<tr>
<td>2. Evaluations of Proposals</td>
<td>Action: Companies ranked by the committee:</td>
</tr>
<tr>
<td>(Strengths and Weaknesses)</td>
<td>1. Evans Consoles, Inc.</td>
</tr>
<tr>
<td></td>
<td>2. ErgoFlex Systems, Inc., dba Xybix Systems</td>
</tr>
<tr>
<td></td>
<td>3. Watson Furniture Group, Inc.</td>
</tr>
<tr>
<td>3. Ranking/Short-list</td>
<td>Motion by: Jacquelyn Yeager to ask the suppliers to provide a furniture exhibit</td>
</tr>
<tr>
<td></td>
<td>Seconded by: Mary Collier</td>
</tr>
<tr>
<td></td>
<td>Votes: Affirmative (4)</td>
</tr>
<tr>
<td></td>
<td>Negative (1)</td>
</tr>
<tr>
<td>5. Oral Presentation</td>
<td>Motion by: Jay Lund to remove Watson Furniture Group from further consideration. Seconded by: Michael McDonald</td>
</tr>
<tr>
<td></td>
<td>Votes: Affirmative (5)</td>
</tr>
<tr>
<td>6. Adjournment</td>
<td>Meeting adjourned at: 11:15 a.m.</td>
</tr>
</tbody>
</table>
Title: RFP No. 6222,2: Furniture for the Police Communications Center  
Meeting Date: Thursday, March 16, 2017  
Time: 9:00 a.m.  
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members in attendance: Mary Collier, Michael McDonald, Jacquelyn Yeager, Brandie Ball, Jay Lund  
Staff: Patty Cortez  
No members of the public in attendance. |
| a. Public Comments |  
| b. Florida's Open Meeting Law – FS 286.011 [Cortez] |  
| c. Prohibited Communication - AP #050100 [Cortez] |  
| 2. Introductions of Evaluation Team / Welcome | No members of the public in attendance. |
| a. Public Comments (if needed) |  
| 3. Review and discuss offeror responses to a request for a furniture exhibit | Motion by: Michael McDonald to reschedule the furniture exhibit in May based on Coliseum availability  
Seconded by: Jacquelyn Yeager  
Votes: Affirmative (5) |
| 4. Clarifications / Questions / Consensus on response |  
| 5. Adjournment | Motion by: Jay Lund to adjourn meeting  
Seconded by: Jacquelyn Yeager  
Votes: Affirmative (5)  
Meeting Adjourned: 9:28 am |
### City of St. Petersburg

**Meeting Agenda**

Procurement and Supply Management

<table>
<thead>
<tr>
<th>Title:</th>
<th>RFP No. 6222,2: Furniture for the Police Communications Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date:</td>
<td>Friday, May 19, 2017</td>
</tr>
<tr>
<td>Time:</td>
<td>10:30 a.m.</td>
</tr>
<tr>
<td>Place:</td>
<td>Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL</td>
</tr>
</tbody>
</table>

#### Agenda Item

<table>
<thead>
<tr>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>

1. **Introductions**
   - Committee Members in attendance: Mary Collier, Brandi Ball, Jacquelyn Yeager, Michael McDonald, Jay Lund
   - Staff: Patty Cortez
   - No members of the public in attendance.

2. **Introductions of Evaluation Team / Welcome**

3. **Evaluations: Strengths and Weaknesses of Presentations (Chairperson – Mary Collier)**
   - b. Evans Consoles, Incorporated

4. **Rank/Shortlist**

5. **Adjournment**

<table>
<thead>
<tr>
<th>Motion by: Jay Lund to rank Evans #1 and Xybix as #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seconded by: Michael McDonald</td>
</tr>
<tr>
<td>Votes: Affirmative (5) Negative (0)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Motion by: Michael McDonald to Award to Evans Consoles, Inc., Seconded by: Jay Lund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Votes: Affirmative (5) Negative (0)</td>
</tr>
</tbody>
</table>

Meeting adjourned at: 11:05 a.m.
RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH EVANS CONSOLES INCORPORATED ("EVANS") FOR EVANS TO DESIGN, MANUFACTURE, AND INSTALL EMERGENCY COMMUNICATIONS CONSOLE FURNITURE FOR THE NEW POLICE DEPARTMENT EMERGENCY OPERATIONS CENTER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 17, 2017, the City of St. Petersburg, Florida ("City"), through its Procurement and Supply Management Department, issued a Request for Proposals ("RFP") for the design, manufacture, and installation of emergency communications console furniture for the new Police Department Emergency Operations Center; and

WHEREAS, the City received proposals in response to the RFP from the following three firms: (1) ErgoFlex Systems, Inc., dba Xybix Systems ("ErgoFlex"); (2) Evans Consoles Incorporated ("Evans"); and (3) Watson Furniture Group, Inc. ("Watson"); and

WHEREAS, the selection committee (Mary Collier, Brandi Ball, Jacquelyn Yeager, Michael McDonald and Jay Lund) met on March 2, 2017 to discuss the proposals and voted to rank the three firms based on strengths and weaknesses as follows: (i) Evans, (ii) ErgoFlex, and (iii) Watson; and

WHEREAS, on March 16, 2017, the selection committee voted for each firm to provide a technical presentation, after which the committee would evaluate, deliberate, and provide a final ranking; and

WHEREAS, based on the proposals submitted and technical presentations provided, the selection committee deliberated in an open public meeting on May 19, 2017 and determined that the proposal from Evans was the most advantageous to the City; and

WHEREAS, Administration recommends City Council approve an agreement with Evans for the design, manufacture, and installation of emergency communications console furniture for the new Police Department Emergency Operations Center.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an agreement with Evans Consoles Incorporated ("Evans") for Evans to design, manufacture, and install emergency communications console furniture for the new Police Department Emergency Operations Center 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.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00360096
CB-1
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 15, 2018

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

Subject: Approving the purchase of one (1) wheeled loader from Ring Power Corporation for the Sanitation Department, at a total cost of $288,402.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA16-VEH14.0.

This purchase for one (1) additional wheeled loader. The loader will be equipped with a 114-inch-roll-out bucket and will be used to maintain the brush sites. This new unit will replace a wheeled loader that is nearing the end of its useful life. The semi-retired wheeled loader will be retained to increase capacity for future storm event debris removal, loading tractor trailers, and larger alley cleanups.

The Procurement Department, in cooperation with the Sanitation Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA16-VEH14:

Ring Power Corporation (St. Augustine) .............................................$288,402
Caterpillar 950M Wheel Loader 1 EA @ $288,402

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA16-VEH14.0, effective through September 30, 2017. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Courties’ negotiated purchase program for vehicles.

Cost/Funding/Assessment Information: Funds are available in the Sanitation Equipment Replacement Fund (4027), Sanitation Department, Residential Support (4502277) and Commercial Support (4502265).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING THE PURCHASE
OF ONE NEW WHEELED LOADER FROM
RING POWER CORPORATION, FOR THE
SANITATION DEPARTMENT AT A TOTAL
COST NOT TO EXCEED $288,402;
AUTHORIZING THE MAYOR OR MAYOR'S
DESIGNEE TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THIS
TRANSACTION; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City desires to purchase one (1) wheeled loader, to be an addition to the fleet; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase vehicles from selected entities pursuant to the Sheriff's Association and Florida Association of Counties negotiated purchase programs; and

WHEREAS, Ring Power Corporation, has met the specifications, terms and conditions of the Florida Sheriffs Association, Contract No. FSA 16-VEH14.0; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Sanitation Department, recommends approval of this award.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of one new wheeled loader from Ring Power Corporation, for the Sanitation Department at a total cost not to exceed $288,402, is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
00359652
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Lighthouse Advisors, Inc., a sole source supplier, for design and cost evaluation services for the Pier District, at an estimated annual cost of $60,000, for a total contract amount of $252,000.

Explanation: On February 1, 2016, administration approved a one-year blanket purchase agreement for design and cost evaluation services for the Pier District through January 31, 2017. The agreement has two, one-year renewal options. On January 19, 2017, City Council approved the first renewal option. This is the second and final renewal.

Lighthouse Advisors, Inc. provides project administration support services, including: assistance with contract negotiations; design and cost advisory services; and project management assistance for the combined Pier Approach and New St. Petersburg Pier projects. During the term of the original agreement, Lighthouse Advisors, Inc. has led joint design work sessions with both Pier and Pier Approach design teams, managed detailed cost exercises with the Construction Manager, including constructability review and the development of cost estimates, and participated in the review of technical specifications and the evaluation of design directions with respect to cost and long-term feasibility. During the term of the first renewal, Lighthouse Advisors, Inc. assisted with review of the final Construction Documents, the development of multiple Guaranteed Maximum Price (GMP) proposals and establishment of a work plan for the commencement of construction of the Pier District. During the term of this second renewal, Lighthouse Advisors, Inc., will continue to assist with finalization of the remaining GMP proposals, continue to provide quality assurance review of the technical documents during construction, manage the implementation of cost control measures and coordinate design and construction team work sessions throughout the construction phase.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends approval:

| Original agreement | $96,000 |
| 1st renewal | 96,000 |
| 2nd renewal | 60,000 |
| New contract total amount | $252,000 |

Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in rates. The renewal will be effective from the date of approval through January 31, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Capital Improvements Fund (3001).

Attachments: Sole Source Resolution

Approvals:

[Signatures]

Administrative

Budget
City of St. Petersburg

Sole Source Request
Procurement & Supply Management

Department: Engineering and Capital Improvements
Requisition No. __________

Check One: X Sole Source ______ Proprietary Specifications

Proposed Vendor: Lighthouse Advisors, Inc.

Estimated Total Cost: $60,000

Description of Items (or Services) to be purchased:
Provide project administration, contract negotiations and design and cost advisory services for the combined Pier Approach and New St. Petersburg Pier (Pier District) projects to ensure project is delivered on-time and within budget.

Purpose of Function of items:
The Pier District will combine the design efforts of two separate and distinct national recognized design teams and potentially two contractors into one seamless public space. The purpose of the advisor is to provide assistance with consultant negotiations, provide design direction to the design teams, and project management assistance during the completion of design and into the construction phase, in order to deliver the combined projects on time and within budget.

Justification for Sole Source of Proprietary specification:
Lighthouse Advisors, Inc. has detailed knowledge and experience with the evolution of the pier process gained by assisting the city during two design competitions and Architect selection processes, negotiations with three separate nationally and internationally known Architect/designers, negotiation of two Construction Manager at risk agreements for pier and advising on all project decisions of a highly critical nature. Lighthouse Advisors also assisted the City in the negotiation of the final GMP proposals for both Pier and Approach projects as the projects move into construction. The history and experience Lighthouse Advisors brings to the management of this project provides the necessary assurance that a project of this caliber and complexity can be accomplished within the resources of the City.

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

Byish Raynou
Department Director 1/22/18

Administrator/Chief 01/23/18

Louis Moore, Director
Procurement & Supply Management 1/24/18
RESOLUTION NO. ________

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH LIGHTHOUSE ADVISORS, INC. FOR DESIGN AND COST EVALUATION SERVICES FOR THE PIER DISTRICT TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE SECOND RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $60,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $252,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2016, Administration approved the award of a one year agreement ("Agreement") with two one-year renewal options to Lighthouse Advisors, Inc., a sole source supplier, for design and cost evaluation services for the Pier District pursuant to RFP No. 7480; and

WHEREAS, on January 19, 2017, City Council approved the first one-year renewal option to the Agreement in the amount of $96,000 for that renewal term (for a total contract amount of $192,000); and

WHEREAS, Administration desires to amend the Agreement to exercise the second renewal option for an amount not to exceed $60,000 (for a total contract price not to exceed $252,000); and

WHEREAS, Lighthouse Advisors, Inc. has agreed to hold prices firm under the terms and conditions of RFP No. 7480; 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 an amendment to the agreement with Lighthouse Advisors, Inc. for design and cost evaluation services for the Pier District to extend the term and increase the contract price for the second renewal term in an amount not to exceed $60,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $252,000.

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)
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Allendale Heights, generally located at 814 32nd Avenue North. (Our File: 17-20000004)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval for a Final Plat to create three lots from one platted lot of record and a portion of a platted lot of record located at 814 32nd Avenue N. and legally described as a replat of lot 20 and the east 32 feet of lot 19, according to the plat of Seminary Heights as record in Plat Book 5, Page 41 of the Public Records of Pinellas County, Florida.

The plat will assemble the lots for redevelopment.

Attachments: Map, Aerial, Resolution, Final Plat, Engineering Department Conditions of Approval dated November 9, 2017.

APPROVALS:

Administrative: 

Budget: NA

Legal: 

[Signature]  

[Signature]
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF ALLENDALE HEIGHTS, GENERALLY LOCATED AT 814 32ND AVENUE NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 17-20000004)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Allendale Heights, generally located at 814 32nd Avenue North, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature] 1-23-18
Planning & Economic Development Dept. Date

[Signature] 1-25-18
City Attorney (Designee) Date
PROPERTY DESCRIPTION.

ALLENDALE HEIGHTS

A REPLAT OF LOT 20 AND THE EAST 32 FEET OF LOT 19. ACCORDING TO THE FLAT OF SEMINARY HEIGHTS AS RECORDED IN FLAT BOOK 5, PAGE 4/ OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LYING IN THE NORTH 1/2 OF SECTION 7, TOWNSHIP 3/SOUTH, RANGE 13/EAST CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.
A REPLAY OF LOT 25 AND THE EAST 32 FEET OF LOT 16, ACCORDING TO THE PLAT OF SEMINARY HEIGHTS AS RECORDED IN PLAT BOOK 5, PAGE 41 OF THE PUBLIC RECORDS OF PINELLA COUNTY, FLORIDA. LYING IN THE NORTH 1/2 OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLA COUNTY, FLORIDA.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Kathryn A. Younkin, Deputy Zoning Official
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: November 9, 2017
SUBJECT: Preliminary and Final Plat for Allendale Heights
FILE: 17-20000004 R2

LOCATION: 814 32nd Avenue North; 07/31/17/79596/000/0200
& PIN: ATLAS: F-18
PROJECT: Preliminary and Final Plat Allendale Heights
REQUEST: Approval of a Preliminary and Final Plat for Allendale Heights

The Engineering Department has no objection to the proposed preliminary and final plat, provided that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:
1. Each lot must be provided with an individual water service if not existing. The City shall install necessary potable water services (up to and including the necessary backflow prevention device) as required to service the site redevelopment at the expense of the applicant/property owner.

2. The applicant is required to provide a sanitary sewer service lateral to each proposed lot of record. An individual service lateral must be extended to each proposed lot, lots may not share a common service lateral.

• The revised plat with proposed five (5) foot wide private easements for water service and six (6) foot wide private easement for sewer service is acceptable to the City. Based on the information provided for city review, the adequacy of these easements is acceptable.

  - The width of the private easements must be sufficient to allow a standard excavation for future replacement of the utility service pipes. City Engineering recommends a minimum 6’ wide private easement on the east and west side of proposed lot 3 for sanitary sewer. The 5’ width of the private easements along the shared lot line between proposed lots 1 and 2 is acceptable to the City. **Also include a note on the plat indicating that encroachments into these private easements which negatively impact access to the underground utilities are not permissible.

  - The adequacy for providing legal access to public and private infrastructure for each proposed lot of record cannot be fully determined without review of a utility service plan. If the utility service must cross one lot to service another, then the lot benefiting from the utility service must have legal access for maintenance on the adjacent lot. The easement note #2 on sheet 1 of the final plat states that, “the 3’ private sewer easements and the 3’ private water easement shall be owned and maintained by the lot owners to which the easement lies within”, which does not seem to indicate that the property owner benefitting from the service has access for maintenance. Revise the note to allow for maintenance and the change in the easement widths per the above notes.
3. The response narrative indicated that a variance was approved to Land Development Code 16.40.140.4.1(E) eliminating the requirement to provide additional local street right of way to achieve the required 50-foot minimum width required by Code, and that additional 6.5’ utility easement was provided along the southern boundary of proposed lot 3 to cover maintenance and access. Engineering requests that zoning provide a copy of this variance for City Engineering records.

4. 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 public sidewalk will be required adjacent to the proposed lots within the southern parkway of 32nd Avenue North and within the northern parkway of 31st Avenue North. 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 existing public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

5. 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.

6. 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.

7. The scope of this project does not appear to trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. However, if the scope of the redevelopment project changes and the changes trigger compliance with the City Drainage and Surface Water Management Ordinance, then the applicant must submit drainage calculations which conform to the water quantity and the water quality requirements of Ordinance 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.
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.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

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.
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of District on 9th, generally located northwest of the intersection of Arlington Avenue North and Dr. Martin Luther King Jr. Street North. (Our File: 17-20000006)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create 34 townhome lots.

The plat will assemble the lots for redevelopment.

The language in Condition 1 of the resolution clarifies that certain requirements may be completed after the plat is recorded. The language in Condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Location Map, Resolution with Plat Exhibits. Engineering Conditions dated September 6, 2017

APPROVALS:

Administrative: [Signature]
Budget: [Signature] NA
Legal: [Signature]
Project Location Map
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-200000006
Address: Northwest Corner of Arlington Avenue North and Dr. Martin Luther King Jr. Street North
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF DISTRICT ON 9TH, GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF ARLINGTON AVENUE NORTH AND DR. MARTIN LUTHER KING JR. STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 17-20000006)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of District on 9th, generally located northwest of the intersection of Arlington Avenue North and Dr. Martin Luther King Jr. Street North, is hereby approved, subject to the following conditions.

1. The applicants shall install the Lot Corners as required by F.S. 177 and City Code at their sole expense within one (1) year from the date of this approval. The applicant may provide a financial guarantee for this work in order to record the plat in advance of completion.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Economic Development Dept.
Date 1-29-18

[Signature]
City Attorney (Designee)
Date 1/29/18
DISTRICT ON 9TH
A REPLAT OF LOTS 1 THROUGH 6, HIGHLAND PARK AS RECORDED IN PLAT BOOK 5, PAGE 31, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, ALL Lying in the CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DESCRIPTION

PARCEL 1

THE WEST 40 FEET OF LOT 1, LESS THE SOUTH 75 FEET THEREOF, THE EAST 160 FEET OF LOT 1, LESS THE SOUTH 75 FEET THEREOF, AND ALL OF LOTS 2, 3 AND 4, LESS THE SOUTH 75 FEET THEREOF, ALL Lying in Highland Park, A Creek According To The Map Of Plat, Recorded In Plat Book 5, Page 31, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, Florida, Of Which Pinellas County Was Formerly A Part.

PARCEL 2

LOT 6, THE SOUTH 75 FEET THEREOF, HIGHLAND PARK, According To THE Map OF Plat THEREOF, Recorded In Plat Book 5, Page 31, PUBLIC RECORDS OF HILLSBOROUGH County, Florida, Of WHICH Pinellas County Was Formerly A Part.

DEDICATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND THAT BEYOND THEIR OWN INTERESTS, THERE ARE NO OTHER OUTSTANDING INTERESTS IN SAID PROPERTY, WHICH PROPERTY IS HEREBY PLATTED AS DISTRICT ON 9TH.

1) THAT A CABEAEY SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE DISTRICT ON 9TH HOMEOWNERS ASSOCIATION AND DESIGNATED AS COMMON AREA, PRIVATELY MAINTAINED A UTILITY EASEMENT AND OTHER PROPER PURPOSES FOR THE BENEFIT OF THE DISTRICT ON 9TH HOMEOWNERS ASSOCIATION AS SHOWN ON THE BLAT RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

2) OWNER DESIGNATES ALL PROVIDERS OF UTILITIES, CAS UTILITIES, ELECTRIC UTILITIES, TELEPHONE UTILITIES, CABLE TELEVISION SERVICES, DRAINAGE AND OTHER PUBLIC UTILITIES, A NON-EXCLUSIVE EASEMENT OVER, UNDER AND THROUGH THE TRACT "A" CABEAEY FOR THE PURPOSE OF INSTALLING, MAINTAINING AND REPAIRING SAID UTILITIES AND FOR THE BENEFIT OF THE DISTRICT ON 9TH HOMEOWNERS ASSOCIATION. NO DECLARATIONS OF LIMITATIONS, EASEMENTS OR RESTRICTIONS APPLICABLE TO DISTRICT ON 9TH HOMEOWNERS ASSOCIATION. SAID DECLARATIONS OF LIMITATIONS, EASEMENTS OR RESTRICTIONS IS HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

OWNER

BE AS TOWNHOMES LP, A FLORIDA LIMITED PARTNERSHIP

BY: BREA 3-2 AS TOWNHOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

RYAN SRODES, MANAGER OF BREA 3-2 AS TOWNHOMES LLC

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTRY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS ____________________ DAY OF ____________________, 2017, BEFORE ME, A NOTARY PUBLIC, PROFESSIONAL LAND SURVEYOR, APPOINTED BREA 3-2 AS TOWNHOMES, MANAGER OF BREA 3-2 AS TOWNHOMES LLC, TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREDITY CERTIFICATE OF SEPARATION AND HEREBY ACKNOWLEDGES THE EXCHANGE OF THE EMERI DI让EM AND AGREES TO PERFORM, AND APPEAR IN PERSON OR BE REPRESENTED BY SUCH OTHERS AS MAY BE DIRECTED, TO HAVE THESE CHARGES AND OTHER PROPER PURPOSES INCORPORATED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

SIGNED AND ACKNOWLEDGED

BY: ________________________________

_______________________________

STATE OF FLORIDA
COUNTRY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS ____________________ DAY OF ____________________, 2017, BEFORE ME, A NOTARY PUBLIC, PROFESSIONAL LAND SURVEYOR, APPOINTED BREA 3-2 AS TOWNHOMES, MANAGER OF BREA 3-2 AS TOWNHOMES LLC, TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE HEREDITY CERTIFICATE OF SEPARATION AND HEREBY ACKNOWLEDGES THE EXCHANGE OF THE EMERI DI让EM AND AGREES TO PERFORM, AND APPEAR IN PERSON OR BE REPRESENTED BY SUCH OTHERS AS MAY BE DIRECTED, TO HAVE THESE CHARGES AND OTHER PROPER PURPOSES INCORPORATED.

WITNESS MY HAND AND OFFICIAL SEAL AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

SIGNED AND ACKNOWLEDGED

BY: ________________________________

_______________________________

MORTGAGEE CONSENT TO PLAT

PLAT OF BANK, FSB, AS MORTGAGEE UNDER A CERTAIN MORTGAGE DATED AUGUST 1, 1997, RECORDED ON OR ABOUT PAGE 75 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BY THE CONSENT TO PLAT RECORDED IN PLAT BOOK 5, PAGE 31, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

CERTIFICATE OF APPROVAL OF THE CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _______ DAY OF ________, 2017.

CERTIFICATE OF APPROVAL OF MAYOR

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _______ DAY OF ________, 2017.

CERTIFICATE OF APPROVAL OF COUNTY CLERK

APPROVED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COURT CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FROM DATE OF THIS APPROVAL.

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN RECORDED FOR CONFORMITY WITH THE PLANNING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

SURVEYOR'S CERTIFICATE

I,______, JULIO ROQUE, HEREBY CERTIFY THAT ON JANUARY 29, 2017, THIS PROPERTY WAS SURVEYED AND THAT THIS IS A TRUE REPRESENTATION OF THE LINES DESCRIBED AND SHOWN THAT IT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE SURVEYS HAVE BEEN PLACED AS INDICATED HERETO IN ACCORDANCE WITH THE STATUTES OF THE YEAR OF FLORIDA. I HEREBY AUTHORIZATE THE MORTGAGEE TO CHANGE THE DESCRIPTOR THEREOF TO BE HER OWN FREE ACT AND DECREE, AS SUCH OTHERS AS MAY BE DIRECTED, TO HAVE THESE CHARGES AND OTHER PROPER PURPOSES INCORPORATED.

WITNESS MY HAND AND SEAL, AT THE STATE OF FLORIDA, COUNTY OF PINELLAS, THE DAY AND YEAR AFORESAID.

SIGNED AND ACKNOWLEDGED

BY: ________________________________

_______________________________

SIGNATURE OF NOTARY PUBLIC
PRINT NAME OF NOTARY PUBLIC
STATE OF FLORIDA
COUNTRY OF PINELLAS

BY: ________________________________

_______________________________
A REPLAT OF LOTS 1 THROUGH 6, HIGHLANO PARK AS RECORDED IN PLAT BOOK 5, PAGE 31, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, ALL LYING IN THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

NOTES
1. Boundaries shown are based upon the West Right-of-Way Line of Dr. Martin Luther King Jr. Rd. INLAND, Said Line being S 89°57'25" E 400.00' O/A.

2. Notice: This Plat, as recorded in its Graphic Form in the Office, Registering of Deeds, Pinellas County Described Herein, and in all other Graphic or Final Form of the Plat, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS Plat. THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3. No Building or other obstruction shall be erected and no trees or shrubbery shall be planted on any public Easement, other than fences, trees, shrubbery and fences of a type approved by the City. All costs (including repair of, replacement of, fences, shall be the responsibility of the property owner.

4. All Landscaping in Public Easements shall be the maintenance responsibility of the property owner.

5. All Plated Utility Easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services. Such cable television company shall have the right to enter upon the property at all reasonable times for the purpose of installing, maintaining, and operating such cable television services. Services shall interfere with the facilities and services of any other public utility. No public utility shall be required to install a cable television company's facilities by reason of a public utility's having erected a utility pole or other facilities. Such restrictions and easements shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility or its franchise, installation, maintenance, and operation of Public Utility in the event a cable television company, company or companies, of a like or similar nature are installed on the public utility's facilities or any other Public Utility's facilities as adopted by the Florida Public Service Commission.

PRINT DATE: 12-10-17
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: September 6, 2017
SUBJECT: Revised Preliminary & New Final Plat – District on 9th (Revised Plat Name)
FILE: 17-20000006 R2

LOCATION: 931 Arlington Avenue North: 24/31/16/39006/000/0060
PIN: 128 Dr. Martin Luther King Jr. St. N. 24/31/16/39006/000/0010
ATLAS: G-2
PROJECT: Preliminary Plat
REQUEST: Approval of District on 9th – Revised Preliminary and New Final Plat

The Engineering Department has no objection to the proposed preliminary and final plat provided the following special conditions and standard comments are added as conditions of approval. It is acknowledged that the following items have been addressed with the submittal and associated Engineering Department approval of the associated Site Construction Permit Applications, but remain listed below as documentation of the standard plat approval conditions since the plat is being processed concurrently with construction. Standard conditions of plat approval will be verified prior to Engineering departmental release of the project Certificate of Occupancy.

SPECIAL CONDITIONS OF APPROVAL:
1. Since this site is not within a historic district, if existing hexagon block sidewalk is to be removed and replaced with concrete sidewalk, hexagon block pavers which exist within road or alley right of ways shall remain the property of the City of St. Petersburg. Hexagon block which is to be removed shall be neatly stacked, palletized and delivered to the City Maintenance yard located at 1635 - 3rd Avenue North by the developer / contractor.

2. Within ALL public right-of-way within the City of St. Petersburg, existing street and alley brick and granite curbing shall be preserved (not removed).

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.).

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 proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

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.

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-2 zoning district, 10-foot wide public sidewalk are required in the northern parkway of Arlington Avenue North and within the western parkway of Dr. Martin Luther King Street North. 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.

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.

All required improvements shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City. A work permit issued by the City Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement.

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards" for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City's Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering’s "Maintenance of Traffic Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City’s Transportation and Parking Management division. Refer to the City’s “Parking Meter Removal & Space Rental Policy During Construction” procedure, available upon request from the City Transportation and Parking Management department. Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

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.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous.
through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to Certificate of Occupancy.

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.

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.

NED/MJR:meh

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – Moore’s 2nd Replat and Addition
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of February 15, 2018

TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council
FROM: Chris Ballestra, Interim Director, Enterprise Facilities Department
SUBJECT: A Resolution authorizing the Mayor, or his designee, to execute the First Amendment to the Agreement between the City of St. Petersburg, Florida, and the Department of Environmental Protection, an agency of the State of Florida, dated July 28, 2017 for a replacement stationary pump out station and pump out vessel for the Municipal Marina; authorizing the Mayor or his designee to execute the First Amendment and all necessary documents; and providing an effective date.

EXPLANATION: The Agreement was approved by City Council on July 20, 2017 by Consent and was executed on July 28, 2017 by the parties. The Agreement was for grant funds to provide for 75% of the cost of replacement of the stationary pump out station and pump out vessel at the Municipal Marina. The total contribution of DEP would be $85,575.00. The City was required to contribute matching funds of 25% of the project or $28,525.00.

Due to delays caused by weather events, including Hurricane Irma, the City requested additional time to complete the project. DEP has granted that request. This Amendment thus changes the Date of Completion by extending it five months until July 15, 2018.

DEP also requested a revision to the Public Records section of the Agreement. Upon review of this request by City legal, the City has no opposition to the proposed new language regarding public records.

RECOMMENDATION: Administration recommends City Council adopt the attached resolution approving the First Amendment to the Agreement dated July 28, 2017 between the City of St. Petersburg, Florida and the Department of Environmental Protection, an agency of the State of Florida, for the Department to provide grant funds to the City to replace the stationary pump out facility and purchase a new pump out vessel by July 15, 2018; authorizing the Mayor or his designee to execute the First Amendment.

Cost/Funding/Assessment Information: Funds for the project were appropriated by Resolution 2017-505 on September 14, 2017 from the Marina CIP Fund (4043) to the Marina CIP Pump out Boat Project (16075).

Approval:

Legal: 
Administration: 
Budget:

Page 1 of 1
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AN AGENCY OF THE STATE OF FLORIDA, DATED JULY 28, 2017 FOR REPLACEMENT OF THE STATIONARY PUMPOUT STATION AND PUMPOUT VESSEL FOR THE MUNICIPAL MARINA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and the Department of Environmental Protection ("Department") entered into an agreement on July 28, 2017 ("Agreement") for the Department to provide grant money which would cover 75% of the cost of replacing the stationary pump-out station and pump-out vessel at the St. Petersburg Municipal Marina; and

WHEREAS, weather conditions, including Hurricane Irma, have prevented completion of the project within the time specified in the Agreement; and

WHEREAS, the City requested, and the Department approved, amending the Project Completion date of the Agreement to extend the date for an additional five (5) months, or until July 15, 2018; and

WHEREAS, the Department wishes to also update the Public Records Requirements section of the Agreement to comport with their revised standard language.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Agreement between the City of St. Petersburg, Florida, and the Department of Environmental Protection entered into on July 28, 2017, which extends the Project Completion date by 5 months to July 15, 2018, and revises the Public Records Requirements, is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Administration
AMENDMENT NO. 1
TO AGREEMENT NO. MV210
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF ST. PETERSBURG

This Amendment to Agreement No. MV210 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of St. Petersburg 175 5th Street North, St. Petersburg, Florida 33701 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for a replacement stationary pumpout system and a pumpout vessel effective July 28, 2017;

WHEREAS, due to recent storms, the Grantee has requested, and the Department approves, an extension of the Project Completion date of the Agreement for an additional five (5) months;

NOW THEREFORE, the parties agree as follows:

1) The Agreement is extended for a five (5) month period to begin April 17, 2018, and remain in effect until September 15, 2018. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2) Attachment A, Scope of Work and Conditions, is hereby deleted in its entirety and replaced with Attachment A-1, Revised Scope of Work and Conditions, as attached to this amendment. All references in the Agreement to Attachment A shall hereinafter refer to Attachment A-1.

3) Paragraph 31 of the Agreement is hereby deleted in its entirety and replaced with the terms and conditions stated in Exhibit A, Public Records Requirements, which is attached hereto and incorporated by reference into the Agreement.

4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.
LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<table>
<thead>
<tr>
<th>Specify Type</th>
<th>Letter/Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment</td>
<td>A-1</td>
<td>Revised Scope of Work and Conditions – (3 pages)</td>
</tr>
<tr>
<td>Exhibit</td>
<td>A</td>
<td>Public Records Requirements – (1 page)</td>
</tr>
</tbody>
</table>

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pumpout and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program ("Program") is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

The Project is located at 500 1st Avenue Southeast, St. Petersburg, Florida 33701 ("Project site"), known as Clean Vessel Act Grant; CVA16-787, City of St. Petersburg ("Project").

The Grantee shall operate each pumpout facility or dump station funded under this Agreement so that it is open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the period of time set forth in Paragraph 2.A. of the Agreement. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations in accordance with the Pumpout Station Operational Plan, available for download at: http://www.dep.state.fl.us/cleanmarina/CVA/documents/OperationalPlanExample.doc. Pumpout vessels are to be used solely for the collection and hauling of recreational boat sewage.

Project Required Submittals and Requirements

The following documents are required submittals under this Agreement. Failure to provide any of the following in the time frames provided may result in denial of reimbursement request. These provisions also represent requirements under this Agreement that must be complied with for the term of this Agreement. Referenced documents and plan/log sheet samples are available online: http://dep.state.fl.us/cleanmarina/CVA/resources_app.htm.

A. The Grantee shall submit a copy of executed subcontracts within ten (10) days after execution in accordance with Paragraph 14.A. of the Agreement.

B. In addition to required documentation requesting reimbursement as provided in Paragraph 3 of the Agreement, the Grantee shall, with the final reimbursement request, submit all of the following:

1. Pursuant to paragraph 7 of this Agreement, every Project completed under this Agreement will require a completed and signed Pumpout Project Certification of Completion Form to be submitted with the final invoice.

2. Pursuant to paragraph 8 of this Agreement, every Project completed under this Agreement requires appropriate signage and program crediting. The Grantee shall submit photographic documentation it has completed the appropriate program crediting and signage.

3. The Grantee shall submit Quarterly Progress Reports (Attachment D), in accordance with paragraph 5.A. of the Agreement.

4. As described in the appropriate Tasks/Deliverables below, a pumpout log sample, which shall provide for daily logging of vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, the Grantee must keep the logs as backup documentation for five (5) years following the Project completion date.
3. As described in the appropriate Tasks/Deliverables below, a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary, informational/educational materials on pumpout operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.

C. In addition to the submittal requirements identified above, the Grantee is required to submit Quarterly Pumpout Reports (http://www.dep.state.fl.us/cleanmarina/CVA/quarterly_pumpout.htm) when one or both of the following apply:

1. As described in the Tasks/Deliverables below, when the Project includes the purchase and/or installation of pumpout equipment, the Grantee is responsible for submitting Quarterly Pumpout Reports for a period of five (5) years. The five (5) year reporting period begins upon the receipt of the Certificate of Completion and submittal of the final invoice, and the Quarterly Pumpout Reports are due every quarter thereafter for the next five (5) years.

2. As described in the Tasks/Deliverables below, when the Project includes operations and/or maintenance and repair, the Grantee is responsible for submitting Quarterly Pumpout Reports every quarter beginning upon execution of this Agreement, more specifically the first quarter of operations, through the Project completion date identified in paragraph 2.A. of this Agreement.

TASKS/DELIVERABLES

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this Project. Payment may be requested upon submission, review, and approval of the deliverables assigned to each task.

Permits.
The Grantee is responsible for obtaining all state and local permits and approvals required for installation and operation of pumpout equipment prior to commencement of this Project. Copies of permits, letters of permit issuance, and inspections reports, as applicable, will need to be submitted to the Department before the Grantee commences any work on the subsequent permit-related tasks/activities below.

Task 1. Equipment Purchase.
The Grantee will purchase authorized pumpout equipment or waste receptacle equipment and ensure its delivery to the Project site. Authorized equipment includes: replacement stationary pumpout equipment, and a pumpout vessel in accordance with the minimum requirements specified in the approved design and permits. All nonexpendable and/or nonconsumable equipment purchased under this Agreement is subject to the five (5) year Quarterly Pumpout Report requirements set forth above under Project Requirement Submittals and Requirements, Item C.1., and the property management requirements set forth under paragraph 22 of this Agreement. The Grantee will maintain compliance with these requirements for the life of the Agreement.

Deliverable 1: Purchase of the authorized equipment, as evidenced by a copy of paid invoice(s), delivery receipt(s) and a completed Property Reporting Form (Attachment G). The Grantee will submit the appropriate documentation to demonstrate its compliance with the property reporting (paragraph 5.D. of this Agreement) and property management (paragraph 22) requirements of this Agreement. A final inventory report shall be due at the end of the Agreement.

Performance Standard: The Department’s Grant Manager will review documentation to verify authorized equipment has been purchased and delivered in accordance with this task, and will review the Property Reporting Form for accuracy and completion. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 15, 2018

Budget: Allowable costs for this task are for Equipment; in accordance with the above deliverables.
Task 2. Pumpout Signage.
In accordance with paragraph 8 of the Agreement, the Grantee will install the required signage: (1) one three-foot (3') by four-foot (4') sign of the International Pumpout Symbol on a dock or on land facing the waterway and clearly visible to the boaters; and, (2) one informational sign, posted in a clearly visible location adjacent to the pumpout equipment, stating pumpout fees, restrictions, hours of operation, operating instructions, the operator name and phone number, emergency phone numbers for reporting service problems, and include the required language set forth in paragraph 8 of the Agreement.

Sign specifications can also be found at http://www.dep.state.fl.us/cleanmarina/CVA/signs.htm.

Deliverables 2: Completion of task as evidenced by: photographs of the installed signage showing the pumpout logo sign and the pumpout informational sign with accrediting information; and, certification from the Grantee's Project Manager that the signage has been installed in accordance with requirements set forth in paragraph 8 of this Agreement.

Performance Standard: The Department's Grant Manager will review the deliverables associated with this task to verify that the pumpout signage was completed in accordance with this task and the Agreement. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. Task Deadline: July 15, 2018

Budget: Allowable costs for this task are for Miscellaneous/Other Expenses, including, but not limited to, purchase of sign, materials for installation, design, equipment rental or use, and labor.

CVA TASK BUDGET TABLE:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Allowable Budget Categories</th>
<th>Total Project (100%)</th>
<th>Grant Award Amount (75%)</th>
<th>Grantee Match Amount (25%)</th>
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</thead>
<tbody>
<tr>
<td>1. Equipment Purchase</td>
<td>Equipment</td>
<td>$112,963.50</td>
<td>$84,722.62</td>
<td>$28,240.87</td>
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<tr>
<td>2. Pumpout Signage</td>
<td>Miscellaneous/Other Expenses</td>
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<td>$852.38</td>
<td>$284.13</td>
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<td>Total Grant Award Amount (no greater than 75%)</td>
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<tr>
<td>Total Match Amount (no less than 25%)</td>
<td>$28,525.00</td>
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<td></td>
</tr>
<tr>
<td>Total Project (100%)</td>
<td></td>
<td>$114,100.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

<table>
<thead>
<tr>
<th>Category Totals</th>
<th>Grant Funding, Not to Exceed, $</th>
<th>Match Funding</th>
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<tr>
<td>Equipment Total</td>
<td>$84,722.62</td>
<td>$28,240.87</td>
</tr>
<tr>
<td>Miscellaneous/Other Expenses Total</td>
<td>$852.38</td>
<td>$284.13</td>
</tr>
<tr>
<td>Total</td>
<td>$85,575.00</td>
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<tr>
<td>Total Project Cost:</td>
<td>$114,100.00</td>
<td>$28,525.00</td>
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<tr>
<td>Percentage Match:</td>
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<td>25%</td>
</tr>
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</table>

DEP Agreement No. MV210, Attachment A-1, Page 3 of 3
CVA_16:4:7
EXHIBIT A, PUBLIC RECORDS REQUIREMENTS

1. Public Records
   a. If the Agreement exceeds $35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
   b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

   For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:
   a. Keep and maintain Public Records required by the Department to perform the service.
   b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
   c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
   d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
   e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
   f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

   Telephone: (850) 245-2118
   Email: public.services@dep.state.fl.us
   Mailing address: Department of Environmental Protection
   ATTN: Office of Ombudsman and Public Services
   Public Records Request
   3900 Commonwealth Boulevard, MS 49 Tallahassee,
   Florida 32399

   Agreement #: MV210

Amendment No. 1
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to consent to the assignment of the Lease Agreement with St. Pete Aviation Services, LLC., a Florida limited liability company, d/b/a St. Pete Air, to Tampa Bay Air Charter, LLC., a Florida limited liability company, for the use of ±3,500 square feet of space in Maintenance Hangar 3-B, at Albert Whitted Airport; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: On January 8, 2018, Real Estate & Property Management received the attached request ("Request") from St. Pete Aviation Services, LLC., a Florida limited liability company, d/b/a St. Pete Air, ("SPA"), operated by William Auer, to assign its interest in the Lease Agreement dated November 20, 2015 ("Lease"), for the use of ±3,500 square feet of space in Maintenance Hangar 3-B, at Albert Whitted Airport ("Premises"), to Tampa Bay Air Charter, LLC., a Florida limited liability company ("TBAC"), also operated by Mr. Auer. The Lease commenced on January 1, 2016 for a term of five (5) years and allows SPA’s use of the Premises for the primary purpose of operating as an aircraft rental, charter, sales, marketing, avionic repairs/maintenance, and flight training business.

In the Request, SPA states that over the course of obtaining its air carrier certificate, it made the business decision to spin the air charter operations off into its own entity, TBAC. Although the Lease permits SPA to change its business operating format and trade name with prior written approval of the City, spinning off the operation into a new legal entity is considered an assignment, and therefore under the Lease, is subject to City Council approval. Upon approval of the assignment, all terms and conditions contained in the Lease will remain in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to consent to the assignment of the Lease Agreement with St. Pete Aviation Services, LLC., a Florida limited liability company, d/b/a St. Pete Air, to Tampa Bay Air Charter, LLC., a Florida limited liability company, for the use of ±3,500 square feet of space in Maintenance Hangar 3-B, at Albert Whitted Airport; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Request Letter and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency w/attached legal documents)

00360353.doc v1
January 8, 2018

Mayor’s Office
St. Petersburg City Hall
175 5th Street North
St. Petersburg, FL 33701

To the Honorable Mayor Kriseman and the City Council,

A very Happy New Year to you all, and thank you in advance for your time from all of us at St. Pete Air. As you know, St. Pete Air completed the RFP process to expand our business into Hangar 3-B at Albert Whitted Airport with the intention of opening a charter department with service out of downtown St. Petersburg. During the process of opening up our charter operations, a few major changes took place at our local FAA facility, causing a delay in the processing of our air carrier certificate. Over the nearly 18 month process, my partner and I made a decision to split the charter facility from the St. Pete Air departments, and form a separate entity. With your approval, at this time we would like to change the lease that we currently hold under “St. Pete Air” and sign this lease under our new company (still solely owned and operated by St. Pete Air) with the name Tampa Bay Air Charter, LLC.

Thank you, please let us know if you require anything further for this to be executed.

Bill Auer
Owner and Operator
St. Pete Aviation Services, LLC
Tampa Bay Air Charter, LLC
www.tampabayaircharter.com

107 8th Avenue Southeast
St. Petersburg, FL 33701
www.stpeteair.org
727.755.1359
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO CONSENT TO THE ASSIGNMENT OF THE LEASE AGREEMENT WITH ST. PETE AVIATION SERVICES, LLC., A FLORIDA LIMITED LIABILITY COMPANY, D/B/A ST. PETE AIR, TO TAMPA BAY AIR CHARTER, LLC., A FLORIDA LIMITED LIABILITY COMPANY, FOR THE USE OF ±3,500 SQUARE FEET OF SPACE IN MAINTENANCE HANGAR 3-B, AT ALBERT WHITTED AIRPORT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 8, 2018, Real Estate & Property Management received a request ("Request") from St. Pete Aviation Services, LLC., a Florida limited liability company, d/b/a St. Pete Air, ("SPA"), operated by William Auer, to assign its interest in the Lease Agreement dated November 20, 2015 ("Lease"), for the use of ±3,500 square feet of space in Maintenance Hangar 3-B, at Albert Whitted Airport ("Premises"), to Tampa Bay Air Charter, LLC., a Florida limited liability company ("TBAC"), also operated by Mr. Auer; and

WHEREAS, the Lease commenced on January 1, 2016 for a term of five (5) years and allows SPA's use of the Premises for the primary purpose of operating as an aircraft rental, charter, sales, marketing, avionic repairs/maintenance, and flight training business; and

WHEREAS, in the Request, SPA states that over the course of obtaining its air carrier certificate, it made the business decision to spin the air charter operations off into its own entity; and

WHEREAS, although the Lease permits SPA to change its business operating format and trade name with prior written approval of the City, spinning off the operation into a new legal entity is considered an assignment, and therefore under the Lease, is subject to City Council approval; and

WHEREAS, upon approval of the assignment, all terms and conditions contained in the Lease will remain in full force and effect.
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 consent to the assignment of the Lease Agreement with St. Pete Aviation Services, LLC., a Florida limited liability company, d/b/a St. Pete Air, to Tampa Bay Air Charter, LLC., a Florida limited liability company, for the use of ±3,500 square feet of space in Maintenance Hangar 3-B, at Albert Whitted Airport; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (designee)

APPROVED BY:

[Signature]
Chris Ballestra, Interim Director
Enterprise Facilities

APPROVED BY:

[Signature]
Bruce E. Crimes, Director
Real Estate & Property Management
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

February 15, 2018

TO: City Council Chair & Members of City Council

SUBJECT:
Authorizing the Mayor or his designee to accept an award in the amount of $10,000 from Healthiest Cities & Counties Challenge paid by the American Public Health Association to support the City’s Food is Medicine Program and to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & recreation Department (190-1573).

EXPLANATION:
The Healthy St. Pete program is taking part in the Aetna Foundation Healthiest Cities & Counties Challenge as was given the opportunity to submit a program for an interim award under the challenge. The Food is Medicine program received the Honorarable Mention prize of $10,000 to support health and wellness programming and community education.

RECOMMENDATION:
The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept an award in the amount of $10,000 from Healthiest Cities & Counties Challenge paid by the American Public Health Association to support the City’s Food is Medicine Program and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & recreation Department (190-1573); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Revenues of $10,000 will be received from the American Public Health Association. A supplemental appropriation in the amount of $10,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Parks & Recreation Administration (190-1573) is required.

ATTACHMENTS: Resolution

APPROVALS:
Administration: ____________________________________
Budget: ____________________________________

v2
Resolution No. 2018-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT AN AWARD IN THE AMOUNT OF $10,000 FROM HEALTHIEST CITIES & COUNTIES CHALLENGE PAID BY THE AMERICAN PUBLIC HEALTH ASSOCIATION TO SUPPORT THE CITY’S FOOD IS MEDICINE PROGRAM AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $10,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION DEPARTMENT (190-1573); AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the American Public Health Association has awarded the City $10,000 under the Healthiest Cities & Counties Challenge in support of the Food is Medicine Program.

WHEREAS, the Food is Medicine Program (which is part of the Healthy St. Pete Initiative) provides community education classes in health, nutrition, and healthy behaviors; and

WHEREAS, the funding awarded to the City will be utilized to enhance current programs and expand the Food is Medicine program in at risk areas of the city; and

WHEREAS, such programs will help residents learn valuable nutritional information, budgeting, healthy food preparation, and physical fitness techniques; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept an award in the amount of $10,000 from the Healthiest Cities and Counties Challenge paid by the American Public Health Association to support the City’s Food is Medicine Program and to execute all documents necessary to effectuate this transaction.

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 FY'18:

| General Fund (0001)          | $10,000 |
| Parks & Recreation Administration (190 1573) |          |

Healthiest Cities and Counties Interim Award

This resolution shall become effective immediately upon its adoption.

Legal: [Signature]

Administration: [Signature]

Budget: [Signature]
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. 16-01-HS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Hazen and Sawyer ("A/E") dated December 5, 2016 for A/E to provide project management, design, and bidding services for the Cosme WTP Sludge Lagoon Project in an amount not to exceed $57,340 (Engineering Project No. 18070-111; Oracle No. 16430); and providing an effective date.

EXPLANATION:  The City's Cosme Water Treatment Plant ("WTP") receives raw and finished water from Tampa Bay Water. The water is a blend of groundwater, surface water, and desalinated water. Lime used in the treatment process is currently stored in three on-site holding ponds, and an alternative is being developed as a permanent plan for disposal of this used lime. In the meantime, the City will need to clean the lime build up in the existing holding ponds.

On December 5, 2016, the City of St. Petersburg, Florida ("City") and ("A/E") entered into an architect/engineering agreement between and for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

Task Order No. 16-01-HS/W in the amount of $57,340 provides for project management, meetings, final design, and bidding services. This will be for disposal of sludge from the lagoons, regrading of the lagoons, stabilization of the slopes, structure repairs, and installation of a 6-inch sludge line extension. This approval also includes $5,000 allowance for additional services to be authorized by the owner if required.

Task Order No. 16-01-HS/W includes the following phases and associated not to exceed costs respectively:

| Management/Meetings/Final Design/Bidding | $57,340 |

RECOMMENDATION:  Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-01-HS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Hazen and Sawyer ("A/E") dated December 5, 2016 for A/E to provide project management, design, and bidding services for the Cosme WTP Sludge Lagoon Project in an amount not to exceed $57,340 (Engineering Project No. 18070-111; Oracle No. 16430); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:  Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) COS Lime Sludge Lagoons FYI 8 Project (16430).

ATTACHMENTS:  Resolution  
Task Order No. 16-01-HS/W  

APPROVALS:  Administrative  
Budget
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-01-HS/W TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST PETERSBURG, FLORIDA AND HAZEN AND SAWYER ("A/E"), DATED DECEMBER 5, 2016, FOR A/E TO PROVIDE PROJECT MANAGEMENT, DESIGN, AND BIDDING SERVICES FOR THE COSME WTP SLUDGE LAGOON PROJECT IN AN AMOUNT NOT TO EXCEED $57,340 (ENGINEERING PROJECT NO. 18070-111; ORACLE NO. 16430); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Hazen and Sawyer ("A/E") entered into an architect/engineering agreement on December 5, 2016 for A/E to provide miscellaneous professional services for Potable, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-01-HS/W for A/E to provide project management, design, and bidding services for the Cosme WTP Sludge Lagoon Project in an amount not to exceed $57,340.

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. 16-01-HS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Hazen and Sawyer ("A/E") dated December 5, 2016 for A/E to provide project management, design, and bidding services for the Cosme WTP Sludge Lagoon Project in an amount not to exceed $57,340.

This resolution shall become effective immediately upon its adoption.

Approved by: Approved by:

City Attorney (Designee) Brejesh Prayman, P.E., SP, ENV
00360152 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: Hazen Sawyer
Task Order No. 16-01-HS/W in the amount of $57,340.00

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 design, permitting and bidding of water system and material handling

Hazen Sawyer has previously satisfactorily completed similar plant site work and has significant experience in the design, permitting and construction phase activities of water system and treatment process and material handling.

This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## Transaction Report for Hazen & Sawyer

**Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects**

A/E Agreement Effective - December 5, 2016  
A/E Agreement Expiration - November 2, 2020

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<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<td>18070-111</td>
<td>Cosme WTP Sludge Lagoon Project</td>
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</table>

**Total:** 0.00

Edited: 1/24/2018
This Task Order No. 16-01-HS/W is made and entered into this _____ day of ______________, 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 5, 2016 ("Agreement") between Hazen and Sawyer ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg has successfully operated the Cosme Water Treatment Plant (WTP) since 1929, and has been presented with the "Outstanding Water Treatment Plant" Award from the Florida Section of the American Water Works Association many times. The Cosme Water Treatment Plant receives raw and finished water from Tampa Bay Water. The water delivered to the plant is a blend, in varying percentages, of groundwater, surface water, and desalinated water. Currently, average daily flow from the WTP is about 30 MGD. The City manages the various blends to ensure a proper balance between the finished and distribution system water quality to maintain consistent chloramine residuals and a robust corrosion control program, particularly for lead and copper.

Currently, the City has no means for disposing of lime sludge. The City would like to address the following items:

1. Excavation, clearing, and disposal of the stored lime sludge and organic growth from the lagoons and storm water ditches between the plant and the sludge lagoons.
2. Regrading of the lagoons to original conditions as constructed in 1952;
3. Stabilization of the lagoon side slopes;
4. Repair of the outlet structures including gates and walkways;
5. Removal of the lime sludge that has entered the storm water drainage system within the WTP. The storm water drainage system where sludge has accumulated is between the process tankage and the sludge lagoons;
6. Excavation, clearing, and disposal of the settled material and organic growth from the two filter backwash ponds, regrading to original conditions, and stabilization of side slopes; and
7. Installation of a 6-inch sludge line extension of approximately 500 feet in length to the gravity settling thickener to increase thickening capability to other processes.

In order to complete the project and minimize impacts to the operation of the water treatment facility, the construction will be completed in phases. Phase 1 will include clearing and grubbing of the southernmost lime sludge lagoon including items 1 through 4 to return
it to service. This phase will also include cleaning of the storm water ditches listed as item 5. Cleaning of one filter backwash pond and installation of the sludge line extension will also be included in Phase 1.

Phase 2 of the construction will include clearing and grubbing of the two northernmost lime sludge lagoons including items 1 through 4 to return them to service including improvements to the outlet structures. It is anticipated that this work will occur after one year of operation using the southernmost lagoon for lime sludge storage.

II. **SCOPE OF SERVICES**

The City has retained the services of the A/E to provide professional design services for the removing and repairing the sludge lagoons and other work identified above. This scope of services is intended to include the engineering design services necessary to develop the construction contract documents needed to allow for a contractor to bid construct the project or for use by the City's Job Order Contract (JOC). The scope of work does not include construction phase services.

**Task 100 — Project Management and Kickoff Meeting**

The A/E will provide project management services throughout the project to manage the budget, prepare invoices, and update the City on the overall project status. The A/E will produce and maintain a project schedule that will clearly identify key tasks, their durations, and interdependencies. The schedule will include City responsibilities, such as design review periods, so that both the A/E and the City have a clear understanding of their expected roles, responsibilities, and deadlines.

The A/E will conduct a kick-off meeting with City staff at the project site to review project scope, deliverables, schedule, and other pertinent information to establish the basic design criteria for the project. Meeting minutes will be prepared and distributed and will function as the basis of the design. The A/E will prepare a list of specific data requests and submit this list to City staff for collection of readily available data. Discussions during the kick-off meeting will include remaining data needed to best meet the project goals. The City will obtain and transmit the data as discussed during this meeting.

**Task 200 — Design**

The A/E will prepare and submit a brief technical memorandum to establish the basis of design. Once the technical memorandum has been reviewed and accepted by the City, the A/E will prepare and submit 75 and 100 percent contract documents. An updated cost estimate will be provided along with the contract document submittal. It is assumed that the new sludge line extension will be designed using existing record drawings, and survey will not be required.

The A/E will prepare detailed design drawings consisting of general and civil drawings. Drawings will be prepared on the City’s standard drawing border and the A/E’s standard
drawing format. All drafting will be completed on computer aided drafting (CAD) system using AutoCAD software and the A/E's CAD/drafting standards.

The A/E will prepare technical specifications in conformance with Construction Specifications Institute (CSI) format. The A/E will incorporate the requirements of the City's Standards and Specifications into the design documents. The technical specifications will identify the requirements for the anticipated clearing and grubbing, lime sludge removal and disposal, regrading of lagoons, stabilization, improvements to outlet structures, filter backwash pond cleaning, and sludge line extension. If the project is competitively bid and the City does not use the JOC contract, the A/E will prepare the General Requirements (Division 1) sections and the City will provide the General Conditions, Bidding, Contract, and Insurance/Bonds (Division 0) sections which the A/E will review for conformity with the technical specifications and general requirement sections in order to produce any supplemental conditions deemed necessary to amend the General Conditions.

The A/E will attend a 75 percent complete design progress review meeting with City staff to review the 75 Percent Design Submittal and receive comments from the City. The A/E will incorporate City comments into the design documents and submit a 100 percent set of design documents to the City for concurrence and bid ready documents, updating the construction estimate in accordance with effects of submitted comments and based on a Class 1 level of detail as defined by the American Association of Cost Engineers.

**Task 300 – Bid Services**

The A/E will include final comments from the City and then prepare and submit the bid documents submittal for project advertisement. The City Purchasing Division will reproduce documents and handle the distribution of contract documents to bidders or to the JOC contractors. The Purchasing Division shall be responsible for advertising the invitation to bid and costs associated with reproduction of contract documents for bidders or JOC contractors.

The A/E will provide timely responses to the inquiries of prospective bidders to the City.

The A/E will obtain a copy of all bids received by the City. Within ten calendar days of bid opening, the A/E will evaluate the bids for completeness and price, including alternative prices and unit prices, and make a formal recommendation to the City with respect to the award of contract.

**III. SCHEDULE**

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.
The A/E will complete the brief technical memorandum within 30 days of the notice to proceed. The 75 percent design within 45 days of the receipt of City comments on the technical memorandum. The 100 percent design will be completed within 20 days of the receipt of City comments on the 75 percent design documents.

IV. A/E’S RESPONSIBILITIES

The A/E will be responsible for reviewing all record drawings and other information provided by the City. The A/E will be responsible for producing bid ready contract documents.

Permitting through FDEP is not required as cleaning the sludge lagoons is a maintenance activity. The Contract Documents will require that the selected contractor obtain any necessary permits for final disposal. After the contractor has been selected, they may have permitting requirements based on the final disposal destination (e.g., land application, landfilling, etc.) The permitting needs of the contractor may require testing of the sludge (such as TCLP or metals) depending on the destination. Since this is unknown at this time, the City will pay for any lab testing that is needed, and the A/E will assist the City with the testing if/when needed.

V. CITY’S RESPONSIBILITIES

The City will be responsible for providing record drawings, reviewing the contract document submittals, performing any required testing of the lime sludge.

VI. DELIVERABLES

Deliverables include a technical memorandum, 75 percent design, final design, and bid ready contract documents. These documents will be submitted in electronic format.

VII. A/E’S COMPENSATION

For Tasks 100 through 300, the City shall compensate the A/E the not-to-exceed amount of $52,340.

This Task Order establishes an allowance in the amount of $5,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $57,340, per Attachment A.

VIII. PROJECT TEAM

Hazen and Sawyer. There are no subconsultants for this Task Order.
IX. MISCELLANOUS

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

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

ATTEST

By: Chandrahasa Srinivasa
City Clerk

(C 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)

Hazen and Sawyer
(Company Name)

By: ________________________
(Signature)

Damian Anderson
(Printed Name and Title)

Date: 1/25/18

WITNESSES:

By: ________________________
(Signature)

By: ________________________
(Signature)

By: ________________________
(Signature)

By: ________________________
(Printed Name)

By: ________________________
(Printed Name)
ATTACHMENT A
Work Task Breakdown
City of St. Petersburg
Cosme WTP Sludge Lagoon Improvements
Project No. 18070-111

I. Manpower Estimate: All Tasks

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<th>Direct Labor Rates Classifications</th>
<th>Vice President</th>
<th>Associate</th>
<th>Senior Principal Engineer</th>
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II. Fee Calculation

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III. Fee Limit

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IV. Notes:

1. Rates per contract.
2. Includes expenses for: N/A
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
TO: Honorable Lisa Wheeler-Bowman, Chair of Council, and Members of City Council

SUBJECT: 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 for the Water Star Pilot Program, for a total project cost of $49,700.

EXPLANATION: The Water Resources Department and the Southwest Florida Water Management District (SWFWMD) are proposing to enter into a Cooperative Funding Agreement for a new water conservation incentive program for single family home builders. The Florida Water StarSM Pilot Program ("Program") will provide a $700 irrigation offset rebate to builders to assist with the additional costs associated with building and certifying homes that meet high water efficiency standards. During this pilot project, approximately 71 Florida Water Star-certified homes using reclaimed or potable water for irrigation will receive a rebate. The builders' irrigation and landscape contractors will receive training from independent, qualified certifiers as well as City and SWFWMD staff to design and install systems that meet the criteria. Homes must incorporate indoor high efficiency fixtures and appliances. Outdoors, the water efficiency requirements include grouping plants based on site conditions. Irrigation system requirements include using micro-irrigation in landscape beds and percentage limits on the use of high-volume irrigation. After an inspection and certification by a trained, independent certifier, and upon SWFWMD request, the City will issue the rebate check. Educational brochures promoting water conservation practices will complement this Program. It is expected that each of these certified homes will save up to 48,000 gallons of water a year.

The Florida Water StarSM Program was launched by the St. Johns River Water Management District in 2007 to encourage water efficiency in appliances, plumbing fixtures, irrigation systems and landscapes, as well as water quality benefits from best management practices in landscapes. Adopted and implemented by the SWFWMD several years ago, it is now offered as a cooperatively-funded water conservation project idea.

The Agreement with the SWFWMD has a total project cost of $49,700. The City of St Petersburg agrees to fund 50% of the total cost or $24,850 and the SWFWMD agrees to fund 50% of the total cost or $24,850. The District's Agreement includes a provision for attorney's fees and costs incurred by the District if the City fails to complete the Project in accordance with the Agreement, or to appropriate sufficient funds to complete the Project and the City fails to repay those funds. Generally, the City will not enter into a contract including attorney fees provisions and the decision to accept District funding should be made taking into account the potential risk of having to pay such fees and costs. There have been no contract claims on the previous co-funding agreements. The non-appropriation clause does not specifically limit funding by the City to an annual appropriation; however, since the City’s funding is appropriated in advance of the Project, the legal risk that the Agreement would be found void appears small.
Administration recommends that the Mayor or his designee be authorized to execute the Cooperative Funding Agreement with the Southwest Florida Water Management District for funding the City of St. Petersburg Florida Water StarSM Pilot Program for a total cost of $49,700.00.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Conservation Administration (4202133), Florida Water StarSM Pilot Program (Project #TBD).

ATTACHMENTS: SWFWMD Agreement, Resolution.

APPROVALS:

[Signatures]

Administration

[Signature]

Budget
RESOLUTION NO. _____

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 FOR THE FLORIDA WATER STAR PILOT PROGRAM FOR A TOTAL PROJECT COST OF $49,700.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southwest Florida Water Management District ("District") and the City of St. Petersburg ("City") wish to enter into a new cooperative funding agreement ("Agreement") in FY 2018 for a new water conservation pilot program for single family home builders ("Project"); and

WHEREAS, the Project will provide a $700 irrigation offset rebate to builders of new single family homes to assist with the additional costs associated with building and certifying homes that meet high water efficiency standards; and

WHEREAS, the District and the City have agreed upon the type and extent of the Project to be completed and the amount and method of compensation to be paid by the District to the City for the implementation of the Project; and

WHEREAS, the total Project costs will not exceed $49,700.00 with the District’s share not to exceed $24,850.00.

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 Cooperative Funding Agreement between the City and the District for the Florida Water Star Pilot Program for a total Project cost of $49,700.00.

This Resolution shall become effective immediately upon adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
City Attorney (Designee)
COOPERATIVE FUNDING AGREEMENT (TYPE 1)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
CONSERVATION - ST. PETERSBURG FLORIDA WATER STAR REBATE PILOT
PROJECT (N875)

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 1650 Third Avenue North, St.
Petersburg, Florida 33713, 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 financial incentives to home builders for building homes to
Florida Water Star standards, 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:
   Jake Cuarta
   Southwest Florida Water Management District
   2379 Broad Street
   Brooksville, Florida 34604

   Project Manager for the COOPERATOR:
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 Forty Nine Thousand Seven Hundred Dollars ($49,700). The DISTRICT agrees to fund PROJECT costs up to Twenty Four Thousand Eight Hundred Fifty Dollars ($24,850), and shall have no obligation to pay any costs beyond this maximum amount. 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'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.

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
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 Conservation - St. Petersburg Florida Water Star Rebate Pilot Project (N875) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 18CF0000848), 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, 2020, 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. REPORTS.

8.1 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.

8.2 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.

8.3 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

9. RISK, LIABILITY, AND INDEMNITY.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. **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.

11. **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.

12. **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.
13. **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.

14. **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.

14.1 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. **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.

16. **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.

17. **THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

18. **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.
19. **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.

20. **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.

21. **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.

22. **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.

23. **DOCUMENTS.**

The following document is 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".

Exhibit "A" Project Plan

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
Jennette M. Seachrist, P.E.
Director, Resource Management Division

CITY OF ST. PETERSBURG

By: ____________________________________________ Date
Gary G. Cornwell
City Administrator

Attest:

__________________________
Chan Srinivasa, City Clerk

Approved as to Form and Content:

__________________________
City Attorney (Designee)

COOPERATIVE FUNDING AGREEMENT (TYPE 1)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
CONSERVATION - ST. PETERSBURG FLORIDA WATER STAR REBATE PILOT PROJECT (N875)
PROJECT DESCRIPTION
This PROJECT will provide financial incentives to home builders for building homes to Florida Water Star (FWS) standards and submitting proof of FWS certification for these homes. FWS homes meet specific water-efficiency criteria inside the homes in appliances and fixtures and outside the homes in landscape and irrigation design and installation. This PROJECT will provide a $700 rebate per home for home builders to assist with the additional costs associated with building and certifying approximately 71 FWS-certified homes.

The PROJECT will conserve an estimated 9,400 gallons per day if the PROJECT is fully implemented.

MEASURABLE BENEFIT
The implementation of the program and completion of the COOPERATOR's final report in accordance with the requirements of this Agreement.

PROJECT TASKS
Key tasks to be performed by the COOPERATOR:

1. FWS BUILDER REBATES — The COOPERATOR shall be responsible for issuing the rebate to home builders for each home certified to meet FWS criteria and working with builders to guide them through the program.

2. TRACKING — The COOPERATOR shall track all program activity in an electronic database including addresses where the implementations occurred. Records of all receipts and invoices shall be compiled and maintained by the COOPERATOR and shall be made available upon request by the DISTRICT. The COOPERATOR shall track the following information for each home that is certified and rebated: 1) address of participating property, 2) property type, 3) FWS application number, 4) date of FWS certification, 5) irrigation source, 6) identify if front and/or back yard have irrigation or no irrigation, 7) the check number of the rebate, 8) the date the rebate was issued, and 9) builder company and builder contact name.

3. SAVINGS ANALYSIS — The COOPERATOR shall be responsible for a water savings analysis based on one full year of post-implementation water use data. This includes obtaining monthly customer water use data and performing the subsequent data analysis.

4. FINAL REPORT — The COOPERATOR shall provide a final report. The report shall contain the following information: 1) number of homes certified and rebates issued, 2) full accounting of all funds expended under this Agreement; 3) description of any public awareness efforts, 4) surveys to determine: builder satisfaction with the FWS program, likelihood of builder continuing to build homes to FWS standards, and builder satisfaction of the overall PROJECT, 5) all pertinent information regarding the program findings, associated conclusions and recommendations for future programs; and 6) calculation of water savings based on analysis described in Task 3.
DELIVERABLES
The COOPERATOR shall provide quarterly status reports, a draft final report and a final report. The final report shall be submitted with the final invoice.

PROJECT SCHEDULE

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PROJECT BUDGET

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

SUBJECT: 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 for the Sensible Sprinkling Program Phase 8 for a total cost of $100,000.

EXPLANATION: The Water Resources Department and the Southwest Florida Water Management District (SWFWMD) are proposing to enter into a FY2018 Cooperative Funding Agreement for Phase 8 of a Sensible Sprinkling Program ("Program"). During Phase 8, the City and SWFWMD anticipate providing 300 audits and 300 rain sensor installations to all water customers with working in-ground irrigation systems. Efforts will be made to target customers who have not previously participated in this Program. An educational packet promoting outdoor and indoor water conservation practices will compliment this Program. The first seven phases of the Program were highly successful with over 2,380 sprinkler system audits and almost 2,000 rain sensors installed, all for no cost to water customers.

The Agreement with the SWFWMD has a total project cost of $100,000. The City of St Petersburg agrees to fund 50% of the total cost or $50,000 and the SWFWMD agrees to fund 50% of the total cost or $50,000. The District's Agreement includes a provision for attorney's fees and costs incurred by the District if the City fails to complete the Project in accordance with the Agreement, or to appropriate sufficient funds to complete the Project and the City fails to repay those funds. Generally, the City will not enter into a contract including attorney fees provisions and the decision to accept District funding should be made taking the potential risk of having to pay such fees and costs into account. There have been no contract claims on the previous co-funding agreements. The non-appropriation clause does not specifically limit funding by the City to an annual appropriation; however, since the City's funding is appropriated in advance of the Project, the legal risk that the Agreement would be found void appears small.

Administration recommends that the Mayor or his designee be authorized to execute the FY2018 Cooperative Funding Agreement with the Southwest Florida Water Management District for funding the City of St. Petersburg Sensible Sprinkling Program Phase 8.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Conservation Administration (4202133), Sensible Sprinkling Program (Project #TBD).

ATTACHMENTS: SWFWMD Agreement, Resolution.

APPROVALS:

[Signatures]
RESOLUTION NO. _____

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 FOR THE SENSIBLE SPRINKLING PROGRAM PHASE 8 FOR A TOTAL PROJECT COST OF $100,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southwest Florida Water Management District ("District") and the City of St. Petersburg, Florida ("City") entered into an initial agreement in 2001 and entered into subsequent agreements for a water conservation initiative program known as the Sensible Sprinkling Program ("Project"); and

WHEREAS, in order to continue the Project the District and the City wish to enter into a new agreement in FY 2018 for a total amount not to exceed $100,000.00 with the District's contribution not to exceed $50,000.00; and

WHEREAS, the District and the City have agreed upon the type and extent of the Project to be completed and the amount and method of compensation to be paid by the District to the City for the implementation of the 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 Cooperative Funding Agreement between the City and the District for the Sensible Sprinkling Program Phase 8 for a total Project cost of $100,000.00.

This Resolution shall become effective immediately upon adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
City Attorney (Designee)
AGREEMENT NO: 18CF0000906

COOPERATIVE FUNDING AGREEMENT (TYPE 1)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
CONSERVATION - ST. PETERSBURG SENSIBLE SPRINKLING PROGRAM
PHASE 8 (N909)

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 1650 Third Avenue North, St. Petersburg, Florida 33713, 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 irrigation system evaluations and recommendations for optimizing the use of water outdoors through efficient irrigation best management practices, 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:
Jake Cuarta
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 Hundred Thousand Dollars ($100,000). The DISTRICT agrees to fund PROJECT costs up to Fifty Thousand Dollars ($50,000), and shall have no obligation to pay any costs beyond this maximum amount. 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'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.

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 Conservation - St. Petersburg Sensible Sprinkling Program, Phase 8 (N909) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 18CF0000906), 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 July 1, 2020, 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. REPORTS.

8.1 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.

8.2 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.

8.3 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

9. RISK, LIABILITY, AND INDEMNITY.

9.1 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.

9.2 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.
9.3 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.

9.4 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.

9.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. 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.

11. 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.

12. 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.

13. **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.

14. **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.

14.1 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. **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.

16. **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.

17. **THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **DOCUMENTS.**

The following document is 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".

   Exhibit "A"  Project Plan
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
    Jennette M. Seachrist, P.E.
    Director, Resource Management Division

CITY OF ST. PETERSBURG

By: ____________________________________________________________________________ Date
    Gary G. Cornwell
    City Administrator

Attest:

__________________________________________________
    Chan Srinivasa, City Clerk

Approved as to Form and Content:

__________________________________________________
    City Attorney (Designee)

COOPERATIVE FUNDING AGREEMENT (TYPE 1)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CITY OF ST. PETERSBURG  
FOR  
CONSERVATION - ST. PETERSBURG SENSIBLE SPRINKLING PROGRAM  
PHASE 8 (N909)
EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

This PROJECT will make available approximately 300 irrigation system evaluations to single family, multi-family, and commercial customers; and approximately 300 rain sensor devices for PROJECT participants who do not have a functioning device. The COOPERATOR shall provide program administration, evaluations with recommendations for optimizing the use of water outdoors through Florida-Friendly™ Landscaping practices and other efficient irrigation best management practices, educational materials, program promotion, and surveys necessary to ensure the success of the program. The COOPERATOR shall ensure that a minimum of 10 percent of the completed evaluations will have follow-up evaluations performed.

The PROJECT will conserve an estimated 56,000 gallons per day if the PROJECT is fully implemented.

MEASURABLE BENEFIT

The implementation of the program and completion of the COOPERATOR's final report in accordance with the requirements of this Agreement.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. IRRIGATION EVALUATIONS - The COOPERATOR shall be responsible for: 1) scheduling appointments with customers; 2) managing and performing rain sensor installations; 3) performing on-site irrigation system evaluations; 4) preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer; 5) tracking all program activity in an electronic database; 6) working with customers to guide them through the program; 7) collecting customer survey data and performing subsequent data analysis in electronic form.

2. PROMOTION AND EDUCATION - The COOPERATOR shall promote the PROJECT through marketing and interaction with the irrigation and landscaping industries and direct utility customers. The COOPERATOR shall assemble and provide participants with Florida-Friendly™ Landscaping and other conservation-related educational materials.

3. FOLLOW-UP EVALUATIONS – The COOPERATOR shall ensure that a minimum of 10 percent of completed evaluations have follow-up evaluations performed. These evaluations will be assigned randomly by the COOPERATOR. The follow-up inspection will compare initial evaluation recommendations to the modifications that each participant made to their irrigation system.
4. **SAVINGS ANALYSIS** – The COOPERATOR shall be responsible for a water savings analysis based on one full year of pre-participation water use data and one full year of post-participation water use data. This includes obtaining customer water use data and performing the subsequent data analysis.

5. **DRAFT/FINAL REPORTS** - The COOPERATOR shall provide a draft final report and final report. The report shall contain the following information: 1) number and location of evaluations performed; 2) the number and location of follow-up evaluations performed; 3) analysis of follow-up evaluations assessing homeowner willingness to execute suggestions from the initial evaluation; 4) a summary of program background, implementation, and methods used to promote the PROJECT; 5) full accounting of all funds expended during and in relation to the PROJECT; 6) customer surveys to determine the satisfaction with the PROJECT; 7) water use data and water savings based on one full year of pre-participation water use data and one full year of post-participation water use data; 7) all pertinent information regarding the program findings, associated conclusions and recommendations for future programs.

**DELIVERABLES**

The COOPERATOR shall provide quarterly status reports, a draft final report and a final report. The final report shall be submitted with the final invoice.

**PROJECT SCHEDULE**

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<tr>
<th>DESCRIPTION</th>
<th>COMMENCE</th>
<th>COMPLETE</th>
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<td>Irrigation Evaluations</td>
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<td>04/01/2019</td>
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<td>Promotion and Education</td>
<td>02/02/2018</td>
<td>04/01/2019</td>
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<tr>
<td>Follow Up Evaluations</td>
<td>10/01/2018</td>
<td>10/01/2019</td>
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<tr>
<td>Draft Final Report</td>
<td>12/01/2019</td>
<td>03/01/2020</td>
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<tr>
<td>Final Report</td>
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**PROJECT BUDGET**

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<th>DISTRICT</th>
<th>COOPERATOR</th>
<th>TOTAL</th>
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<tr>
<td>Approximately 300 Irrigation Evaluations at $265.00 each</td>
<td>$39,750</td>
<td>$39,750</td>
<td>$79,500</td>
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<td>Approximately 300 rain sensors at $26.60 each</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$8,000</td>
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<td>Approximately 30 follow-up evaluations (based on 10% of 300 total evaluations) @ $165.00 each</td>
<td>$2,475</td>
<td>$2,475</td>
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<td>Promotion and Education. Includes: printing, assembly, &amp; postage</td>
<td>$3,775</td>
<td>$3,775</td>
<td>$7,550</td>
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<td><strong>TOTAL PROJECT COSTS</strong></td>
<td><strong>$50,000</strong></td>
<td><strong>$50,000</strong></td>
<td><strong>$100,000</strong></td>
</tr>
</tbody>
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The above costs and quantities are estimated pending vendor contract costs.
MEMORANDUM

Council Meeting of February 15, 2018

TO: Honorable Chair Lisa Wheeler-Bowman and Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirm the appointment of a regular member to the Nuisance Abatement Board.

I respectfully request that Council confirm the appointment of Peter Witte as a regular member to the Nuisance Abatement Board to serve a three-year term ending December 31, 2020.

A copy of Mr. Witte's resume has been provided to the Council office for your information.

RK/cs
Attachment
cc: S. Lohn, Police Legal Advisor
    E. Ledbetter, Nuisance Abatement Coordinator
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Peter Witte as a regular member to the Nuisance Abatement 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)
ST. PETERSBURG CITY COUNCIL

Meeting of February 15, 2018

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

SUBJECT: Authorizing the Mayor or his designee to execute an Interlocal Agreement with Pinellas County to conduct a Flow Monitoring Project; approving a supplemental appropriation in the amount of $243,902 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues, to the SAN Flow Monitor Devices FY18 Project (16367); and providing an effective date.

EXPLANATION: The Wastewater/Stormwater Task Force is a joint initiative of the Pinellas County Board of County Commissioners, Pinellas County municipalities and other agencies formed in October 2016 to identify wastewater and stormwater solutions for the County. The task force recommended a Flow Monitoring Project in which the city is a necessary party to complete the project.

In the proposed Interlocal Agreement, the city shall install up to eighty (80) flow monitors within the City’s municipal boundaries to measure the inflow and infiltration of stormwater and groundwater into the City’s sanitary sewer system. The city will provide the initial project funding, up to $500,000 for the installation of the flow monitors and the county will provide up to $243,902 for the project on a reimbursement basis after certain criteria identified in the Interlocal Agreement are met. The County funding is coming from funds received through a settlement with parties responsible for the Deepwater Horizon accident. The Agreement shall expire on December 31, 2018.

RECOMMENDATION: Administration recommends approving an Interlocal Agreement for a Flow Monitoring Project.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues up to the amount of $243,902 will be received in the Water Resources Capital Project Fund (4003). A portion of the funding has been previously appropriated, additional funds will be available after the supplemental appropriation in the amount of $243,902 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues to the, SAN Flow Monitor Devices FY18 Project (16367).

APPROVALS:

[Signatures]
RESOLUTION NO. ____

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH PINELLAS COUNTY TO CONDUCT A FLOW MONITORING PROJECT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $243,902 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE SAN FLOW MONITOR DEVICES FY18 PROJECT (16367); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wastewater/Stormwater Task Force is a joint initiative of the Pinellas County Board of County Commissioners, Pinellas County municipalities and other agencies formed in October 2016 to identify wastewater and stormwater solutions for the County; and

WHEREAS, the task force recommended a Flow Monitoring Project in which the City is a necessary party to complete the project; and

WHEREAS, in the proposed Interlocal Agreement, the city shall install up to eighty (80) flow monitors within the City’s municipal boundaries to measure the inflow and infiltration of stormwater and groundwater into the City’s sanitary sewer system; and

WHEREAS, the City will provide the initial project funding, up to $500,000 for the installation of the flow monitors and the County will provide up to $243,902 for the project on a reimbursement basis after certain criteria identified in the Interlocal Agreement are met; and

WHEREAS, the County funding is coming from funds received through a settlement with parties responsible for the Deepwater Horizon accident; and

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 an Interlocal Agreement with Pinellas County to conduct a Flow Monitoring Project.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues, the following supplemental appropriation for FY18:

| Water Resources Capital Projects Fund (4003)                  | SAN Flow Monitor Devices FY18 Project (16367) | $243,902 |

This Resolution shall take effect immediately upon adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)

[Signature]
Administration

[Signature]
Budget
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG
AND
PINELLAS COUNTY
FOR
FLOW MONITORING EQUIPMENT

THIS FUNDING AGREEMENT is entered into this ___ day of ________________, 2018, by Pinellas County, a political subdivision of the State of Florida herein referred to as the “County”, and the City of St. Petersburg, a municipal corporation of the State of Florida herein referred to as the “City”, jointly referred to herein as “Parties”.

W I T N E S S E T H:

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, County received funds through a settlement with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, the County has identified and approved projects intended to benefit the public or that serve a public benefit that the Pinellas County Board of County Commissioners intends to be enhanced with funding from the aforementioned settlement; and

WHEREAS, on December 13, 2016, the Pinellas County Board of County Commissioners approved Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with the Parties necessary to effectuate the approved projects within the amounts approved by the Pinellas County Board of County Commissioners for each project; and

WHEREAS, the City is one of the Parties necessary to effectuate a Flow Monitoring Project recommended by the Wastewater/Stormwater Task Force, which proposes to install up to eighty (80) Flow Monitors at designated locations within the City to measure inflow and infiltration of stormwater and groundwater into the City’s sanitary sewer system (“Project”).

NOW THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Performance of Services:

   The City shall complete the Project by September 30, 2018. For purposes of this Agreement, the Project shall be considered complete once the installation of all eighty (80) Flow Monitors have been completed and invoiced to the County in accordance with Section Two (2) of this Agreement below.
The City shall comply with all terms and conditions of the Performance of Services and Project Funding. The City shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the City under this Agreement. The City shall orally consult with the County and the Wastewater/Stormwater Task Force regarding the Project at any time upon County’s request.

The City will install up to eighty (80) Flow Monitors within the City’s municipal boundaries. The City will provide the initial Project funding, up to five hundred thousand dollars ($500,000), for the installation of the Flow Monitors.

2. **Funding:**

County agrees to provide up to two hundred forty-three thousand nine hundred two and 00/100 dollars ($243,902.00) for the Project on a reimbursement basis in accordance with the following:

After the Project is complete and no later than September 30, 2018, the City shall deliver an itemized project invoice to the County that details the total project costs.

Together with the invoice, the City shall submit a certification that (1) the invoice is accurate, and (2) the City has expended all invoiced funds in furtherance of the Project. Also together with the invoice, the City shall submit a project completion report, summarizing how the cumulative amount of invoiced and non-invoiced funds have been expended for Project completion along with comprehensive evidence thereof (“Project Completion Report”).

Within forty-five (45) days of receiving the invoice, County shall either: (1) provide full payment to the City for the invoice; or (2) if County finds the invoice or Project Completion Report unacceptable for any reason, provide written notice to the City of any defects. If County provides a written notice of defects, the City shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to County; if the City fails to cure the defects within the requisite timeframe, or if County finds the evidence of such corrections to be defective for any reason, this Agreement is subject to termination with cause in accordance with Section Four (4) below.

3. **Agreement Term:**

This Agreement shall become effective upon execution by both parties and expire on December 31, 2018, unless terminated earlier as provided in Section Four (4) below.

4. **Termination:**

This Agreement may be terminated in writing by either Party: (1) without cause upon fifteen (15) days of receipt of notice of termination by the other Party; or (2) with cause immediately upon receipt of a notice of termination by the other Party. If the County terminates the Agreement with cause, the City shall, within seven (7) days of receipt of such notice, refund
to County, all funding awarded to the City by the County under this Agreement.

In accordance with Section Five (5) below, any termination notice shall be sent by e-mail or USPS Certified Mail and deemed delivered or received on the date reflected by the e-mail read receipt or certified mail delivery receipt.

This Agreement may also be terminated at any time by mutual written agreement of the parties.

Project Managers and Notice:

In order to assure proper coordination and review throughout the term of this Agreement, the City and County each designate a “Project Manager” as follows:

City
John Palenchar, P.E.
Water Resources Director
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842
Office: 727-892-5698
E-mail: john.palenchar@stpete.org

County
Megan Ross, P.E., ENV SP
Interim Utilities Director
Pinellas County Utilities
6730 142nd Avenue N.
Largo, FL 33771-4721
Office: (727) 582-2304
E-mail: mross@pinellascounty.org

The Project Managers shall be responsible for transmitting and receiving all communications concerning this Agreement to the other Party. All notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the respective Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt.

Payment Limitations and Fiscal Non-Funding:

The County shall not be responsible for the operation, maintenance, or capital refreshment of any assets resulting in any way from the Project.

This Agreement is not a general obligation of County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in
which this Agreement is executed. No liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. County agrees to promptly notify the City in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to County.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

7. Records and Audit:

The City agrees:

a) To retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement ("Records") for a period of three (3) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section Seven (7) below and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) To maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by County under this Agreement.

c) To assure that all Records are subject at all reasonable times for inspection, review, audit, copy, or removal from premises by County personnel and other personnel duly authorized by County.

d) To fully comply with the provisions of Chapter 119, Florida Statutes, as applicable.

e) To include all requirements in this Section Seven (7) in all approved contracts and subcontracts under this Agreement.

8. Indemnification and Non-Agency Relationship:

The County and the City shall be fully responsible for their own acts of negligence and their respective agents’ acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent
permitted by section 768.28, Florida Statutes. Nothing herein in intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement. The City acknowledges that it is an independent Party and not an agent of County.

9. **Modification of Agreement:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

10. **Assignment:**

This Agreement may not be assigned by either Party without the prior written consent of the other Party. The parties each bind itself, its successors, assigns, and legal representatives to the other Party hereto and to the successors, assigns, and legal representatives of such other Party in respect to all covenants and obligations contained herein.

11. **Agreement to be filed with the Clerk of the Circuit Court:**

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

12. **Compliance with Applicable Laws:**

The City shall ensure that at all times and in all aspects of the Project, its employees, agents, and contractors are in compliance with all applicable Federal, state, and local laws.

13. **Governing Laws:**

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have caused these present to be duly executed, as of the day and year first above-mentioned.

PINELLAS COUNTY, FLORIDA

BY: ___________________________________
Mark S. Woodard, County Administrator

Approved as to Form:

BY: ___________________________________
Assistant County Attorney

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________
Print Name: ________________________
Title: ______________________________

ATTEST: ____________________________
Chandrahasa Srinivasa, City Clerk

(Seal)

Approved as to form and content (if applicable)

By: ________________________________
City Attorney
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of 15th February 2018

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

SUBJECT: A resolution to express support for the Public Arts Commission to form a Public Art Project Committee for the purpose of commissioning a statue of Elder Jordan.

EXPLANATION: The Public Arts Commission was approached by several groups to discuss ways to recognize the significance of Elder Jordan on not only 22nd Street South but the entire city of St. Petersburg.

The result of Public Arts Commission discussions with these groups was a request to honor Elder Jordan with a commissioned sculpture in his likeness and find an appropriate location to install same. The groups involved in discussion with the Public Arts Commission included: The Deuces Live, Inc., the Carter G. Woodson Museum and the African American Heritage Association of St. Petersburg, Inc.

Staff worked with our Real Estate Department to find an appropriate location based on the input of the three representing organizations and in consultation with the Public Arts Commission. The selected location is on city-owned land contiguous with the Manhattan Casino just north of the I-275 overpass.

RECOMMENDATION: Administration recommends that City Council exempts the Public Arts Commission from the Plaques and Monuments Policy to allow the Public Arts Commission to commission an artist to create a sculpture of Elder Jordan for placement on 22nd Street.

COST/FUNDING/ASSESSMENT INFORMATION: An artist estimate of $75,000 has been obtained and is budgeted for in the Arts in Public Places. The remaining fund balance of the Art In Public Places Fund is currently $667,426.

ATTACHMENTS: Weekly Challenger story about Elder Joran.

APPROVALS: Administration: ____________________________
RESOLUTION NO. 2018-

A RESOLUTION EXPRESSING SUPPORT FOR THE PUBLIC ARTS COMMISSION TO FORM A PUBLIC ART PROJECT COMMITTEE FOR THE PURPOSE OF COMMISSIONING A STATUE OF ELDER JORDAN, PROVIDED THE FINAL COMMISSION SHALL BE SUBJECT TO CITY COUNCIL APPROVAL PURSUANT TO THE CITY CODE; EXEMPTING THE COMMISSION OF A STATUE OF ELDER JORDAN BY THE PUBLIC ARTS COMMISSION FROM THE PLAQUES AND MONUMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 19, 2001, the City of St. Petersburg City Council adopted Resolution 2001-468, which approved a Plaques and Monuments Policy; and

WHEREAS, the Plaques and Monuments Policy sets forth the procedures and requirements for the acceptance of commemorative plaques and monuments to be placed in the City; and

WHEREAS, the Public Arts Commission desires to commission a statue of Elder Jordan to be placed on City property to honor Elder Jordan’s contributions to the City at large and to the City’s African American Community in particular; and

WHEREAS, the commission of a statue to honor Elder Jordan would typically be subject to the Plaques and Monuments Policy because it is a monument intended to commemorate a person; and

WHEREAS, the Plaques and Monuments Policy is intended to ensure, through City staff review, that any commemorative plaques and monuments placed in the City are adequately reviewed for appropriate placement, funding availability for maintenance, and significance of the people or events being commemorated; and

WHEREAS, pursuant to City Code Section 5-58(d), the Public Art Project Committee that is formed by the Public Arts Commission to assist in commissioning works of art would be tasked with ensuring that the practical
aspects of design, siting, and facility operation as well as neighborhood interests are given proper consideration; and

WHEREAS, pursuant to City Code Section 5-62(d)(3), the maintenance and repair costs, as well as other related costs, for any works of art commission by the Public Arts Commission are available in the art in public places fund; and

WHEREAS, the commission of a statue of Elder Jordan by the Public Arts Commission would be subject to City Council approval as required by City Code Section 5-59.

THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council hereby expresses support for the Public Arts Commission to form a Public Art Project Committee for the purpose of commissioning a statue of Elder Jordan, provided the final commission shall be subject to City Council approval pursuant to the City Code.

BE IT FURTHER RESOLVED that the commission of a statue of Elder Jordan by the Public Arts Commission is exempt from the Plaques and Monument Policy.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (design)
BY HOLLY KESTENIS, Staff Writer

ST. PETERSBURG – Residents old and new of long standing Jordan Park came together last Fri., June 6 to honor the contributions of Elder Jordan Sr., a man who lived a few lifetimes ago, but whose gift to the City of St. Petersburg will be remembered forever.

Jordan Park is situated on 26 landscaped acres that includes 247 housing units complete with two to four bedroom models.
But few know of its humble beginnings and the man behind it. Elder Jordan, whom the housing complex is named after, was born into slavery in the mid-1800s, though the exact date is a bit sketchy. According to old stories, family members have estimated his birth in 1848, although a bust on display at the University of South Florida, St. Petersburg, dates his birth some 15 years later.

Elder Jordan is known for erecting, along with his sons, the Jordan dance hall, which is now known as the Manhattan Casino. He was also responsible for the construction of houses and establishing a bus line and a beach for African Americans during the time of segregation here in St. Petersburg.

“Whatcha gonna leave behind,” asked Dr. Basha Jordan, Jr., the grandson of Elder Jordan, who currently splits his time between here and Baltimore. “What memories, what words of wisdom that will propel your family toward excellence [do you have]?”

As he stood in front of a small crowd at the Dr. Carter G. Woodson African American Museum, a place he fondly recalls being named originally after his grandfather, he was flooded with old memories. He didn’t want to recite just the same facts that could be found in any historical book on Elder Jordan, but wanted to share snippets of his past with his own father in the hopes of highlighting what a great man his grandfather was.

“For a black man to live in St. Petersburg during that time and gain the respect of whites and blacks in that era, it had to be God ordained,” preached Dr. Jordan, a pastor for 37 years.

Indeed his grandfather started out peddling fruit, sometimes delivering door-to-door. He was even known to own his own livery stable. But it was Elder Jordan’s demeanor and apt for business that earned him respect amongst the races during a time when racial tensions were high and segregation was the norm.
Dr. Jordan recalls a story passed down from his father involving a close call with the Ku Klux Klan. “You won’t find this written down,” he said as he told of a night when white supremacists came looking for his uncle for what he did to a white man who whistled at his wife. “When they approached the house that night, they changed their minds when they heard a colored man’s voice shout, ‘keep coming, we’re ready for you all.’”

The voice they heard was Elder Jordan who later used his influence with authorities to settle the dispute and avoid a violent racial conflict because during those times, lynching was still the order of the day.

Before Jordan Sr. died in 1936, he fought for a school to be erected for African Americans and Jordan Elementary, which was opened in 1925, was named after him. He was also the first chairman of the board of trustees for black schools in St. Petersburg.

He also donated land to the city which later became the Jordan Park housing development that has for years been a haven for those struggling to make ends meet and in need of a decent, safe, and sanitary place to live until they could move up and out.

So the legacy of Jordan Park was established. Residents of Jordan Park and its surrounding area attended the forum and elicited a panel discussion about what makes Jordan Park such a mainstay in the Midtown community.

School board member Renee Flowers was born and raised in St. Petersburg. She grew up with her mother and her 11 siblings in Jordan Park. She fondly recalled her summers spent helping her grandmother, who also had an apartment there.

“My grandmother was the community grandmother and mother to a lot of people. She was most known for her flips, her hand churned ice cream that I churned and candy apples,” she recalled.

Flowers reminisced about summer recreation with camp counselor Nixon and her grandmother and Mrs. Carmichael running meals on wheels for the area all out of the very building that the museum is housed in today.

“This entire community has given me so much, which is why I have no problem spending my time not looking at how tired I am or how much I give or how much I still owe to this community because I would not be the person that I am if it were not for those that have helped raised me,” she said.

Reverend Robert Perry moved to Jordan Park when he was five years old and lived there for 12 years. He attended Jordan Elementary school and played football in an open field around where the museum is now.

“I want you to know that there’s a lot of misconceptions about Jordan Park,” he said as he recalled thinking his family had moved up to the middle class when they started living there.

Like Flowers, Perry recalled a time when everybody looked out for everybody. If someone was doing wrong, there was always a neighbor that would set them straight. A community within the greater St. Petersburg community was established and a sort of extended family among its residents began to emerge.

“We cared so much about each other that we could leave our doors open and no one would break into your house,” said Rev. Perry. “I understand that has changed a lot.”
Author and The Weekly Challenger columnist Jon Wilson, known for his knowledge of historical facts involving the African-American community shared a personal story of a little boy from Nebraska who moved to the north side of town.

“The first thing my new classmate said to me was are you a yankee or are you a rebel?” recalled Wilson who admits he had little clue as to what they were going on about. “They soon began to warn me don’t go to the south side.” But being the inquisitor that he is, Wilson grabbed his bike and rode to the south side thinking he might find someone who knew Jackie Robinson.

No ill will befell Wilson that day and years later he had a chance to write some stories for the St. Petersburg Times about how people were losing their homes to eminent domain to make room for the Job Corps building.

From those articles author Rosalie Peck contacted him and asked if he’d like to write a book with her about African Americans in St. Petersburg. And the rest, as they say, is history.

Gwendolyn Reese moderated the panel discussion and kept the questions coming, but the conversation couldn’t help but make its way back to a time when the culture of togetherness was appreciated, to Friday nights of fish and grits, noisy Christmases on the streets of Jordan Park, children running around together.

“Be proud of what you have and cherish it, share it,” Flowers told the current residents explaining that by teaching the kids who live there now about the past can only encourage them to greatness. “This is not the end,” she said, “it’s a pass-through.”
MEMORANDUM

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

FROM: Jacqueline M. Kovilaritch, City Attorney

DATE: February 15, 2018

RE: Resolution Amending City Council Policy and Procedures Manual

In connection with the new business item approved during the February 1, 2018 meeting, attached is a resolution amending the City Council Policy and Procedures Manual ("Manual"). The amendment revises Chapter Seven, Section I, Paragraph A, subparagraph 6 to rename the Youth Services Committee and expand its scope to include family services.

Please feel free to contact me with any questions.
A RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL RELATED TO THE YOUTH SERVICES COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously adopted the City Council Policy and Procedures Manual ("Manual"); and

WHEREAS, the Manual provides that City Council shall have the authority to amend or modify the policies and procedures established in the Manual by resolution unless the policy or procedure is required by law or the Charter; and

WHEREAS, City Council wishes to amend the Manual to revise Chapter Seven, Section I, Paragraph A, subparagraph 6 to rename the Youth Services Committee and expand its scope to include family services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council Policy and Procedures Manual is hereby amended to revise Chapter Seven, Section I, Paragraph A, subparagraph 6 to rename the Youth Services Committee and expand its scope to include family services, as attached hereto.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)

00360857.doc