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/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. Correspondence

*NOTE: Only the person who has written the letter, or an authorized representative, will be permitted to speak in connection with an item of correspondence. The person speaking will be given three minutes ONLY to state the request. In some instances and at the discretion of City Council, more than three minutes speaking time will be granted.*

1. Requesting to appear before City Council to request support to set new policy for those SPPD patrol officers who carry both a badge and gun, to be equipped with “Body Cameras” not Gun Cameras.

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

Setting July 12, 2018 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance approving a substantial change of use of park property at Soreno/Straub Park; allowing the construction of a vehicular roundabout in the adjacent right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast.

2. Ordinance of the City of St. Petersburg, Florida, amending the definitions of active park uses and passive park uses in section 21-78 of the City Code; Amending section 21-83 of the City Code relating to designations of Charter Park Properties; adding a new section 21-84(13) redesignating Spa Beach Park from a Passive Park to an Active Park; and providing an effective date.

F. Reports
1. **A report for the Repetitive Loss Area Analysis that provides educational information to the residents of Riviera Bay and Shore Acres regarding the flooding hazards within that area.** (Noah Taylor)

2. **Sewer Report**

   (a) Authorizing the Mayor or his designee to execute Task Order No. 16-01-HDR/W (Task Order) to the Architect/Engineering Agreement between the City of St. Petersburg, Florida (City) and HDR Engineering, Inc. (A/E) dated December 13, 2016, for A/E to provide professional engineering services related to the Northeast Water Reclamation Facility Effluent Filtration System and Transfer Pump Station Improvements Project in an amount not to exceed $78,945.06 (Engineering Project No. 18104-111; Oracle No. 16381).

   (b) Approving the renewal of blanket purchase agreements with Hydra Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Company, LLC dba Hudson Pump & Equipment; Xylem Water Solution Florida, LLC; and Altec Inc. dba Digital Control Company, sole source providers, for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,860,000.

   (c) Approving the renewal of blanket purchase agreements with John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc., dba TAW Tampa Service Center for pumps, pump parts and repair services, for the Water Resources Department, for a total contract amount of $1,500,000.

3. **Homeless Leadership Board**

4. **Pier Report**

   (a) Accepting Addendum No. 1 in an amount not to exceed $185,239 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for pile procurement for the Doc Ford’s Restaurant; providing that the total GMP for the Pier Approach Project shall not exceed $15,215,849; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended (“Contract”), to incorporate Addendum No. 1 to the GMP proposal into the Contract.

5. **A resolution initiating an amendment to the Official Zoning Map and Future Land Use Map designations for a portion of the City’s Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South and 10th Avenue South.**

G. **New Business**

1. **Referral to PSI for discussion on modifying garbage collection frequency for seniors and low-income residents.** (Councilmember Montanari)

H. **Council Committee Reports**

I. **Legal**

1. **Settlement re: Stephen Woodworth v. City of St. Petersburg, Kenneth Pienik, Case No. 8:18-CV-00747.**
J. 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 1590.

2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1236.

3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 462.

4. Ordinance 329-H concerning emergency management during a state of local emergency; making findings regarding emergency management; amending City Code to clarify procedures for emergency procurement; amending City Code to authorize the Mayor (or designee) to declare a state of local emergency without prior authorization from City Council while maintaining the authority of City Council to terminate a state of local emergency; amending City Code to clarify emergency management provisions for the purpose of promoting efficiency and reducing delay; amending City Code to clarify that the Mayor may suspend enforcement activities as needed to cope with the emergency.

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

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

5. Ordinance 109-HL approving the owner-initiated designation of Southeast Kenwood Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places. (City File HPC 18-9030001)

6. Amending the land use and zoning of an estimated 3.77 acre subject area, generally located east of 31st Street South and north of 54th Avenue South. (City File FLUM-50)

(a) Ordinance 730-L amending the Future Land Use Map designation from Institutional to Planned Redevelopment-Mixed Use.

(b) Ordinance 761-Z amending the Official Zoning Map designation from CRS-1 (Corridor Residential Suburban-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

(c) Resolution requesting amendment to the Countywide Plan Map, as described above, to comply with the requirements of Forward Pinellas and Countywide Planning Authority.
7. Amending the land use and zoning of an estimated 1.47 acre portion of subject area, located at 5908 4th Street North. (City File FLUM-51)

(a) Ordinance 731-L amending the Future Land Use Map designation from Residential Medium to Planned Redevelopment Mixed-Use.

(b) Ordinance 762-Z amending the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Mult-Family-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

(c) Resolution requesting amendment to Countywide Plan Map, as described above, to comply with the requirements of Forward Pinellas and Countywide Planning Authority.

K. Open Forum

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

(Procurement)

1. Approving the renewal of blanket purchase agreements with Hydra Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Company, LLC dba Hudson Pump & Equipment; Xylem Water Solution Florida, LLC; and Altec Inc. dba Digital Control Company, sole source providers, for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,860,000. [MOVED TO REPORTS AS F-2(b)]

2. Approving the renewal of blanket purchase agreements with John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc., dba TAW Tampa Service Center for pumps, pump parts and repair services, for the Water Resources Department, for a total contract amount of $1,500,000. [MOVED TO REPORTS AS F-2(c)]

3. Accepting a proposal for automated HVAC temperature control and security systems upgrades and for automated HVAC building control system maintenance services from Honeywell International Inc., a sole source supplier, for the Real Estate & Property Management Department and the Library, for a total cost of $931,798; Rescinding unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $12,898.75 from the General Library Improvements FY17 Project (15665) and $71,426.62 from General Library Improvements FY18 Project (16160); Approving a transfer in the amount of $84,325.37 from the unappropriated balance of the Recreation & Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the City Facilities Capital Improvement Fund (3031); Approving a supplemental appropriation in the amount of $84,325.37 from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the above transfer to the South Community Library HVAC Chiller Project (Engineering/CID Project No. 17214-019; Oracle No. 15673), and providing an effective date.

4. Approving the renewal of a blanket purchase agreement with Pinellas County Schools for the after-school snack program, at an estimated annual cost of $203,000, for a total contract amount of $575,600.

(City Development)

(Leisure Services)
5. Approving the second amendment to the amended and restated architect/engineering agreement between the City of St. Petersburg and Harvard Jolly, Inc. (“A/E”) dated August 20, 2015, as amended, for A/E to provide additional design and construction administration services related to the new St. Petersburg Police Department Headquarters project in an amount not to exceed $87,000 and to add a reports to Council provision; Providing that the total contract amount shall not exceed $4,725,230; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date. (Engineering Project No.11234-018, Oracle No.12847).

(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 an increase in allocation for reflective sign material with Osburn Associates Inc., in the amount of $10,000, for the Stormwater, Pavement & Traffic Operations Department, for a total contract amount of $109,000.

2. Accepting a bid from Sunsational Energy LLC, dba Lot Lines Striping, for patterned textured surface work for the Transportation & Parking Management Department, at a total cost of $100,000.


(City Development)

4. A resolution approving the plat of Fuller Subdivision Block 13 Replat, generally located between 16th Street North and 17th Street North, between Central Avenue and 1st Avenue North; setting forth conditions for approval; and providing an effective date. (City File 18-20000001)

5. Authorizing the Mayor, or his designee, to sell the surplus, improved City-owned property located at 2527 – 31st Street South, St. Petersburg, to Smart Reentry "Incorporated", a Florida not-for-profit corporation, for the sum of $70,000.

6. Authorizing the Mayor, or his designee, to execute a First Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months. (Requires affirmative vote of at least six (6) members of City Council.)

7. Authorizing the Mayor, or his designee, to execute a License Agreement with the Florida Fish and Wildlife Conservation Commission, to utilize certain City-owned submerged lands in Bayboro Harbor, as described herein, to operate the Fish and Wildlife Research Institute Moorage for a term of five (5) years. (Requires an affirmative vote of at least six (6) members of City Council.)

(Leisure Services)
8. Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding in an amount not to exceed $12,350 for the Residential Clothes Washer Rebate Pilot Program (“Program”) and all other documents necessary to effectuate this transaction.

(Appointments)

9. Confirming the appointment of Christine Boussias as Assistant City Attorney.

(Miscellaneous)

10. Authorizing the Mayor to execute the Hurricane Irma Disaster Declaration (FEMA-4337-DR-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for hurricane Irma (“Irma Documents”); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Irma Documents.

11. Approving a grant agreement with Star-Tec Enterprises, Inc. d/b/a Tampa Bay Innovation Center and Tec Garage (Star-Tec) in an amount not to exceed $50,000 for Star-Tec to provide business development support services in the City through business incubation, acceleration, and related business development programs; authorizing the Mayor or his designee to execute the grant agreement and any other documents necessary to effectuate this transaction. [DELETED]

12. Approving agreements between the city of St. Petersburg, Florida, and MGA sculpture studio, LLC (“Artist”), for Artist to (i) design, fabricate, and install a piece of interior art entitled “Shielded” in the main entrance of the City’s new Police Headquarters Complex (“Complex”) for a firm fixed price of $130,000, and (ii) design, fabricate, deliver, and oversee the installation of a piece of exterior art entitled “Gladiolus Blossom” to be installed in the main entry plaza of the Complex for a firm fixed price of $226,000; exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install shielded; approving a transfer in the amount of $500,000 from the Public Safety Capital Improvement Fund (3025) to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $356,000 from the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayor’s Office Cultural Affairs division (0201777); authorizing the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions.
MEETING AGENDA
Note: An abbreviated listing of upcoming City Council meetings.

City Council Meeting  
Thursday, June 7, 2018, 8:30 a.m., Council Chamber

Budget, Finance & Taxation Committee  
Thursday, June 14, 2018, 8:00 a.m., Room 100

Public Services & Infrastructure Committee  
Thursday, June 14, 2018, 10:15 a.m., Room 100

Health, Energy, Resiliency & Sustainability Committee  
Thursday, June 14, 2018, 11:30 a.m., Room 100

Housing, Land Use & Transportation Committee  
Thursday, June 14, 2018, 1:30 p.m., Room 100

CRA/Agenda Review  
Monday, July 9, 2018, 1:30 p.m., Room 100

Budget, Finance & Taxation Committee  
Thursday, July 12, 2018, 8:00 a.m., Room 100

Public Services & Infrastructure Committee  
Thursday, July 12, 2018, 9:15 a.m., Room 100

Health, Energy, Resiliency & Sustainability Committee  
Thursday, July 12, 2018, 10:30 a.m., Room 100

CRA / Agenda Review  
Thursday, July 12, 2018, 1:30 p.m., Room 100

City Council Meeting  
Thursday, July 12, 2018, 3:00 p.m., Council Chamber
Civil Service Board
1 Alternate Member
(Term expires 6/30/20)

City Beautiful Commission
4 Regular Members
(Terms expires 6/30/20)

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.
May 15, 2018

TO: The Honorable Members of City Council

SUBJECT: Requesting to appear before City Council to request support to set new policy for those SPPD patrol officers who carry both a badge and gun, to be equipped with “Body Cameras” not Gun Cameras.

CORRESPONDENT:
Sevell C. Brown, III National Director
National Christian League of Councils

SCHEDULE FOR COUNCIL ON:
Agenda of June 14, 2018

Lisa Wheeler-Bowman
Council Chair
St. Petersburg City Council
Meeting of June 14, 2018

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

From: Michael J. Dema, Managing Assistant City Attorney

Subject: An Ordinance approving a substantial change of use of park property at Soreno/Straub Park allowing the construction of a vehicular roundabout in the adjacent right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast.

Background: In constructing its new St. Pete Pier™ ("Pier"), the City of St. Petersburg ("City") has designed a site plan for the Pier that includes several transformative features along the City’s waterfront. Some of these features are slated to be located within Charter Park (as that term is defined in Section 21-1 of the City Code) property. Soreno/Straub Park ("Park") is a Charter-protected park property located in St. Petersburg’s downtown waterfront currently designated as passive park property in Chapter 21 of the City Code. Section 21-79 of the City Code defines substantial change of use of park property, which includes a permanent change of use to a use other than a passive use in a passive park.

The City’s plans for the primary entry point to the Pier at the intersection of Second Avenue Northeast and Bayshore Drive Northeast include the construction of a vehicular roundabout traffic feature located primarily in lands designated as public right-of-way. A portion of the roundabout as it is currently designed is slated to have an impact on the northeast corner of the southern parcel of the Park. This use would constitute a use other than a passive use, which requires a substantial change of use ordinance to be passed by six (6) members of the City Council. Attached is a proposed substantial change of use ordinance, pursuant to City Charter Section 1.02(e), for your consideration. Also attached is a copy of the notice and reference map that was mailed to owners and residents of property within 200 yards of the Park on Thursday, June 7, 2018.
ORDINANCE NO. 
AN ORDINANCE APPROVING A 
SUBSTANTIAL CHANGE OF USE OF PARK 
PROPERTY AT SORENO/STRAUB PARK; 
ALLOWING THE CONSTRUCTION OF A 
VEHICULAR ROUNDABOUT IN THE 
ADJACENT RIGHT-OF-WAY AT THE 
INTERSECTION OF SECOND AVENUE 
NORTHEAST AND BAYSHORE DRIVE 
NORTHEAST; AND PROVIDING AN 
effective date.

WHEREAS, Section 1.02(e) of the St. Petersburg City Charter (“Charter”) allows the City to substantially change the use of any Charter Park (as defined in Section 21-1 of the City Code) property only after approval by the City Council of an ordinance receiving an affirmative vote from at least six (6) Council Members; and

WHEREAS, Section 21-79 of the City Code defines substantial change of use of park property, which includes a permanent change of use to a use other than a passive use in a passive park; and

WHEREAS, Soreno/Straub Park (“Park”) is a Charter-protected park property located in St. Petersburg’s downtown waterfront currently designated as passive park property in Chapter 21 of the City Code; and

WHEREAS, the Park is located adjacent to the right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast; and

WHEREAS, the City of St. Petersburg (“City”) is currently in the process of replacing the municipal pier located east of the Park with the new St. Pete Pier™; and

WHEREAS, the City has approved a site plan for the St. Pete Pier™, which includes the design and construction of a vehicular roundabout (“Roundabout”), for purposes which include aesthetics and traffic calming functions, as the primary entry point to the St. Pete Pier™; and

WHEREAS, the design and construction of the Roundabout is slated to have an impact on the northeast corner of the southern parcel of the Park, as more particularly described in Exhibit A; and

WHEREAS, the City considers the proposed Roundabout to be a use other than a passive park use, as those uses are enumerated in Section 21-78 of the City Code; and
WHEREAS, because the proposed Roundabout is a use other than a passive park use, a substantial change of use ordinance adopted in accordance with the Charter is required in order to allow such a use in the Park; and

WHEREAS, the City has provided notice to owners and residents within 200 yards of the Park and has conducted a public hearing, meeting the procedural requirements of Section 1.02(e) of the Charter.

THE CITY OF ST. PETERSBURG DOES ORDAIN;

Section One. The findings made in the foregoing recitals are adopted and incorporated herein as findings of fact by the City Council.

Section Two. The City Council approves a permanent substantial change of use of park property in Soreno/Straub Park for the construction of a vehicular roundabout located adjacent to the right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast, within the specific boundaries of the area shown on Exhibit A, which is attached hereto and made a part of this Ordinance.

Section Three. 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 Substance:

City Attorney (Designee)

00379497.docx
DESCRIPTION:
A portion of land within the REPLAT OF STRAUB PARK as recorded in Plat Book 107, Page 36 of the Pinellas County Public Records and lying in Section 19, Township 31 South, Range 17 East, Pinellas County, Florida, more particularly described as follows:

COMMENCE at the northwest corner of Lot 1, Block 1, REPLAT OF STRAUB PARK, as recorded in said Public Records; thence N89°51'15"E, 260.00 feet along the northerly boundary line of said Lot 1, Block 1 to the POINT OF BEGINNING; thence N89°51'15"E, 26.12 along said northerly boundary line to the northeast corner of said Lot 1, Block 1; thence 81.02 feet along an arc concave easterly with a radius of 7702.33 feet (Delta 00°36'10", Chord S15°18'29"W 81.02 feet) being the easterly boundary line of said Lot 1, Block 1; thence 33.93 feet along an arc concave westerly with a radius of 466.55 feet (Delta 04°10'00", Chord Bearing N05°30'54"E 33.92 feet); thence 33.11 feet along an arc concave westerly with a radius of 94.00 feet (Delta 20°10'53", Chord Bearing N01°20'52"W 32.94 feet); thence 13.78 feet along an arc concave westerly with a radius of 19.00 feet (Delta 41°33'17", Chord Bearing N32°21'41"W 13.48 feet) to the POINT OF BEGINNING.

Containing 643 square feet, plus or minus.

Surveyor's Notes:
1. Bearings are based on the northerly boundary line of Lot 1, Block 1 which bears N89°51'15"E per the plat of REPLAT OF STRAUB PARK, recorded in Plat Book 107, Page 36 of the Pinellas County Public Records.
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.
5. Not valid without accompanying sheet.

Timothy R. Collins
Professional Surveyor and Mapper
Florida Registration Number 6882

DATE: June 4, 2018

SHEET No. 1 OF 2
Description and Sketch
(NOT A SURVEY)

POINT OF COMMENCEMENT
Northwest corner of Lot 1, Block 1
REPLAT OF STRAUB PARK
2nd Avenue Northeast

26.12'
N89°51'15"E, 260.00'
Northerly boundary line
Lot 1, Block 1
Southerly right-of-way line
2nd Avenue Northeast

AREA
±643 Square Feet

City of St. Petersburg
Tax Parcel Identification 19-31-17-85570-001-001
Lot 1, Block 1
Replat of Straub Park
Plat Book 107, Page 36

CURVE | RADIUS | ARC | DELTA | CHORD BEARING | CHORD DISTANCE
C1   | 7702.33 | 81.02 | 00°36'10" | S15°18'29"W | 81.02
C2   | 466.55  | 33.93 | 04°10'00" | N09°30'54"E | 33.92
C3   | 94.00   | 33.11 | 20°10'33" | N01°20'52"W | 32.94
C4   | 19.00   | 13.78 | 41°33'17" | N32°21'41"W | 13.48

See sheet 1 of 2 for Description, Signature and Seal.

REVISIONS
BY
DATE

ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY of ST. PETERSBURG

2nd Avenue Northeast at Bayshore Drive Northeast
Southwest Corner

SECTION 19
TOWNSHIP 31 SOUTH
RANGE 17 EAST

DATE: June 4, 2018
SHEET No. 2 OF 2
NOTICE OF PROPOSED SUBSTANTIAL CHANGE OF USE
OF A PORTION OF THE SORENO/STRAUB PARK FOR THE PURPOSE OF
CONSTRUCTING A VEHICULAR ROUNDBOARD

NOTICE IS HEREBY given pursuant to Section 1.02 (e) of the St. Petersburg
City Charter and Chapter 21, City Code, that the City Council shall consider an ordinance
which approves a substantial change of use of a portion of the City of St. Petersburg’s
park property known as Soreno/Straub Park (“Park”). A substantial change of use is
necessary for the construction of a vehicular roundabout (“Roundabout”) in the adjacent
right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive
Northeast. The Roundabout will be adjacent to the northeast corner of the Park’s
southern parcel, also unofficially known as South Straub Park, and will encroach upon
the Park within specific boundaries identified in the ordinance. A reference map is
attached to this notice as Exhibit A, which shows the extent of the encroachment of the
Roundabout on the Park. The City will make every effort to mitigate impacts to the
public’s use of the Park during the construction phase.

On June 14, 2018, City Council will have a first reading and set the second
reading and public hearing on an ordinance which approves the substantial change of use
for July 12, 2018 at 9:00 A.M., or as soon thereafter as the same may be heard, in
Council Chambers, Municipal Building (City Hall) located at 175 5th Street North, St.
Petersburg, Florida.

You may contact David Hugglestone, Senior Capital Projects Coordinator, with
the City Engineering Department at (727) 893-7861 to receive additional information or
provide verbal comments.

If you are the owner or the property manager of a multi-tenant building or
facility, or if you are the association for a property in condominium or cooperative
ownership, you should provide a copy of this notice to all tenants, businesses,
owners or other persons with any interest in this property as soon as possible. Multi-
tenant building or facility includes but is not limited to apartment complexes,
nursing homes, group homes, hotels, motels, marinas, mobile home parks,
campgrounds, community residential homes, etc.
As a regular course of project development and review, the City Code is reviewed for compliance. Throughout the development and approval of the St. Pete Pier™ plan, City Council has had multiple opportunities to guide and improve the St. Pete Pier™ project. At this juncture, the pier site plan, project details, and budgets are now firmly in place. There is clarity on what both Council and the community have directed for this landmark waterfront asset. Among the new uses to be featured in Spa Beach Park at the new St. Pete Pier™ upon completion are (i) an approximately 54,000 square-foot paved plaza that can be used as an amphitheater for modest sized events, (ii) kayak and paddle-board rentals, (iii) a playground with multiple play features designed as a destination for children of all abilities that also includes seating areas, shade and a central theme, and (iv) a large vessel docking area that will be located along the south seawall of the North Yacht Basin with passenger loading/unloading zones. The plaza and kayak and paddle-board rentals are currently permissible active park uses. Administration believes that interactive playground systems and vessel docking are inherently compatible uses for all active parks and proposes to amend the City Code accordingly (proposed amendments are outlined below). In addition to improving park use definitions, the subject ordinance changes the Spa Beach Park designation of Spa Beach Park from a Passive Park to an Active Park.

As the Code was reviewed further and its City-wide application evaluated in detail, it became clear that Section 21-78 of the City Code, which includes definitions of active park uses and passive park uses, does not reflect a St. Petersburg that has evolved in many ways, including as a City of the arts. Consistent with guidance from the Downtown Waterfront Master Plan, Administration
believes that updating the definitions of active park uses and passive park uses is appropriate and beneficial for all parks. A substantial change of use was considered for some of the new features in Spa Beach Park at the new St. Pete Pier™. However, utilizing the substantial change of use process for a particular use in an individual park, when the type of use would benefit other active or passive parks, fails to maximize the public’s use and enjoyment of parks and fails to provide uniformity in permissible park uses. As a point of reference, recent substantial changes of use were for such uses as a fire station, an injection well, a firing range, and the proposed vehicular roundabout at Soreno/Straub Park.

More specifically, the attached ordinance amends the Active Park Use definition to include interactive playground systems and vessel docking facilities with passenger loading/unloading zones. The definition is also clarified to reflect that Active Park Uses include Passive Park Uses, which codifies past and current interpretation of the City Code. Regarding the definition of Passive Park Uses, amendments are made to expressly include shade structures and public art, and to clarify that playground apparatus includes splash pads. As stated above, the ordinance also re-designates Spa Beach Park from a passive park to an active park. As a reminder, City Code text amendment ordinances require a first reading (June 14, 2018) and public hearing (July 12, 2018) providing ample opportunity for review and public input.

The Proposed Ordinance is attached.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, AMENDING THE DEFINITIONS OF ACTIVE PARK USES AND PASSIVE PARK USES IN SECTION 21-78 OF THE CITY CODE; AMENDING SECTION 21-83 OF THE CITY CODE RELATING TO DESIGNATIONS OF CHARTER PARK PROPERTIES; ADDING A NEW SECTION 21-84(13) REDESIGNATING SPA BEACH PARK FROM A PASSIVE PARK TO AN ACTIVE PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Spa Beach Park ("Park") is a Charter-protected park property located in St. Petersburg's downtown waterfront and is currently designated as passive park property in Chapter 21 of the City Code; and

WHEREAS, the Park is located in and adjacent to an area historically used to site a municipal pier and other accessory uses; and

WHEREAS, the City of St. Petersburg ("City") is currently in the process of replacing the municipal pier with the new St. Pete Pier™; and

WHEREAS, the City has approved a site plan for the St. Pete Pier™, which includes several new features slated for the Park; and

WHEREAS, among the new Park uses to be featured at the St. Pete Pier™ upon its completion are: (i) an approximately 54,000 square-foot paved plaza that can be used as an amphitheater for modest sized events, (ii) kayak and paddle-board rentals, (iii) a playground with multiple play features designed as a destination for children of all abilities that also includes seating areas, shade and a central theme, and (iv) a large vessel docking area that will be located along the south seawall of the North Yacht Basin with passenger loading/unloading zones; and

WHEREAS, Section 21-78 of the St. Petersburg City Code defines active park uses and passive park uses; and

WHEREAS, pursuant to Section 21-78 of the City Code, the active park property designation category is designed to integrate programmed or highly structured recreational uses that are of a vigorous or competitive nature; and

WHEREAS, park uses such as amphitheaters and boat ramps and boating facilities are currently defined as active park uses; and
WHEREAS, in order to accommodate the active recreational uses in the Park at the new St. Pete Pier™, the designation of the Park should be changed from a passive park to an active park, as such terms are defined in Chapter 21 of the City Code; and

WHEREAS, since interactive playground systems and vessel docking with passenger loading/unloading zones are inherently compatible uses for all active parks, not just the Park, Section 21-78 should be amended to expressly include such uses in the definition of active park uses; and

WHEREAS, certain clarifications to the active park uses definition are also advisable, including a clarification to reflect that active park uses include passive park uses, which codifies past and current interpretation of the City Code.

WHEREAS, the definition of passive park uses should be amended to expressly include public art and shade structures, and to clarify terminology; and

WHEREAS, updating the definitions of active park uses and passive park uses is appropriate and beneficial for all parks.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The definitions of active park uses and passive park uses set forth in Section 21-78 of the St. Petersburg City Code are hereby amended to read as follows:

**Active park uses** means programmed or highly structured recreational uses that are of a vigorous or competitive nature; or facilities associated with civic uses. Active park uses may include the following uses: swimming pools, tennis and racquetball courts, boating and swimming areas, athletic fields, play areas, interactive playground systems, multi-purpose senior citizens areas, recreational buildings, multi-purpose courts, boat ramps and boating facilities, outdoor amphitheaters, golf courses, tennis walls, exercise courts, skateboarding facilities, bicycle competition areas, basketball courts, libraries, museums, and marinas, and vessel docking facilities with passenger loading/unloading zones. Active park uses shall also include passive park uses, as defined in this section.

**Passive park uses** means unprogrammed, self-guided recreational uses primarily of a noncompetitive nature. Passive park uses may include the following uses: Passive recreation areas, rest room facilities, hiking and nature trails, picnic areas with shelters, shade structures, landscaping, bicycle paths, jogging trails, parking facilities, playground apparatus (including splash pads), wooded areas, nature centers, dog parks, golf practice area, boating and swimming areas, beaches, camping areas, botanical gardens, arboretums, horseshoe courts, shuffleboard courts, lawn bowling courts, disc golf areas, decorative fountains, public art, concession stands, park and recreation offices, facilities or uses accessory to or utilized in connection with the described uses of this definition; and area or border fencing compatible with the character of the Park.
Section Two. Section 21-83(1) of the St. Petersburg City Code is hereby amended to read as follows:

(1) Active park property.
2. Sunlit Boat Ramp
6. Fossil Park
7. Mangrove Bay Golf Course/Northeast Park
10. Jack Puryear Park
11. Denver Park
13. Roberts Park
14. Shores Acres Park
16. Kiwanis Park
18. Crisp Park
25. North Shore Park (see Section 21-87(9) for a description of that portion of this Park now known as Elva Rouse Park)
26. Woodlawn Park
30. Spa Beach Park
39. Al Lang Field
42. Campbell Park
46. Playlot No. 1
48. Playlot No. 2
49. Wildwood Park
50. Silver Lake Playlot
51. Playlot No. 3
53. Bartlett Park
54. Auburn St. Playlot
59. Coquina Key Park
64. Lake Vista Park
66. Bay Vista Park
72. Twin Brooks Golf Cr.
73. Childs Park
89. Azalea Park (South of Adult Center)
90. Jungle Prada Park
91. Northwest Park
94. Walter Fuller Park
95. Gladden Park

Section Three. Section 21-83(2) of the St. Petersburg City Code is hereby amended to read as follows:
(2) Passive park property:

1. George Hedke Park (formerly known as Sunlit Shores Park)
3. Rio Vista Park
4. Meadowlawn Park
5. Lynch Lake Park
8. Mastry Lake Park
12. Shore Acres Mini-Park
15. Kelly Lake Park
17. Allendale Park
19. Northeast Exchange Club Coffee Pot Park (formerly known as Coffee Pot Park)
20. Blanc Park
21. Coffee Pot Blvd/Granda Terr. & Traffic Circles
22. Euclid Lake Park
23. Crescent Lake Park
24. Flora Wylie Park
27. Baywood Park Indian Midden
28. Vinoy Park and Mole
29. Historic Round Lake Park (formerly known as Round Lake Park)
30. Spa Beach Park
31a. Edgewater Waterfront Park
32. International Park
33. Jamestown Park
34. Mirror Lake Park
35. Soreno/Straub Park
36. Williams Park
37. Pioneer Park
38. Demens Landing Park
39a. Fountain of Youth
43. Wood Park
44. Roser Park
45. Poynter Park
52. Lassing Park
56. Taylor Park
57. South Shore Park
58. Grandview Park
60. Unnamed Park
61. Cook Park
62. Lake Maggiore Park (See section 21-87(5) for a description of that portion of this Park now known as Dell Holmes Park)
67. Indian Mound Park
68. Pinellas Point Park (see Ordinance No. 925-G for a description of that portion of this Park now known as Katherine B. Tippetts Park).
69. Maximo Park
70. Broadwaters Park
73a. Childs Park Linear
74. Coconut Park
75. Pasadena Circle
76. Sunset Park
77. Bear Creek Park
78. Disston Lake Park
79. Lake Pasadena Park
80. Seminole Park
81. Eagle Crest Lake Park
82. Jorgenson Lake Park
83. Booker Creek Linear
84. Booker Creek Park
85. Mt. Vernon Park
86. Harshaw Lake No. 1
87. Louise Lake Park
88. Tyrone Park
89. Azalea Park (North of Adult Center)
92. Sheffield Lake Park
93. Leslee Lake Park
96. Sirmons Lake Park
97. Sunhaven Lake Park
99. Downtown Waterfront Park
100. Snell Isle Park
101. Unnamed Lake
102. Treasure Island Beach

Section Four. The St. Petersburg City Code is hereby amended by adding a new Section 21-84(13), to read as follows:

13) Spa Beach Park.

a. The Spa Beach Park is located on City-owned property generally located northeast of the intersection of Bayshore Drive Northeast and Second
Avenue Northeast and identified as number 30 on the Park and Waterfront Property Map.

b. The Spa Beach Park is redesignated to be an active park property as that term is defined within this article.

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

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

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

LEGAL:

City Attorney (designee)
00380795
To: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A report for the Repetitive Loss Area Analysis that provides education to the residents of Riviera Bay and Shore Acres regarding the flooding hazards within that area.

EXPLANATION:

The City of St. Petersburg conducted a Repetitive Loss Area Analysis (RLAA) (as recommended by FEMA and following the Community Rating System guidelines). As a result of this analysis, two RLAA documents were developed. These RLAA documents must be submitted to City Council on a yearly basis. The Community Rating System (CRS) credits the implementation of analyzing the most severely flooded areas with the City of St. Petersburg.

RECOMMENDATION:

Administration recommends that City Council review the attached reports.

ATTACHMENTS: Reports

APPROVAL:
Administration:
CITY OF ST PETERSBURG

st.petersburg
www.stpete.org

SHORE ACRES
REPETITIVE LOSS AREA
ANALYSIS REPORT

2018
TERMINOLOGY

1% Annual Flood Chance: The flood that has a one percent (1%) chance of being equaled or exceeded each year. Also known as the base flood or regulatory floodplain.

Area Analysis: An approach to identify repeatedly flooded areas, evaluate mitigation approaches, and determine the most appropriate alternatives to reduce future repeated flood losses.

BFE: Base Flood Elevation - The elevation of the crest of the base flood or one percent (1%) annual chance.

CRS: Community Rating System

FEMA: Federal Emergency Management Agency

FIRM: Flood Insurance Rate Map

Floodway: The channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

Freeboard: A factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management. Also known as the design flood elevation.

GIS: Geographic Information Systems

Hazard Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazardous event.

ICC: Increased Cost of Compliance, a $30,000 rider on flood insurance policies for policy holders located in the special flood hazard area that can be used to bring the structure into compliance in the event that it is substantially damaged by a flood.

NFIP: National Flood Insurance Program

Repetitive Loss property (RL): An NFIP-insured property where two or more claim payments of more than $1,000 have been paid within a 10-year period since 1978.

Severe Repetitive Loss Property (SRL): A 1-4 family residence that is a repetitive loss property that has had four or more claims of more than $5,000 or two claims that cumulatively exceed the reported building’s value.

Substantial Improvement: The repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either, (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred.

Special Flood Hazard Area: The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.
EXECUTIVE SUMMARY

Background
The National Flood Insurance Program (NFIP) is continually faced with the task of paying claims while trying to keep the price of flood insurance at an affordable level. It has a particular problem with repetitive flood loss properties, which are estimated to cost $3.5 million per year in flood insurance claim payments throughout the United States. Repetitive flood loss properties represent only 1.4% of all flood insurance policies, yet historically they have accounted for nearly one-fourth of the claim payments (over $9 billion to date). Mitigating these repeatedly flooded properties will reduce the overall costs to the NFIP, the communities in which they are located, and the individual homeowners. The City of St. Petersburg conducted an area analysis based on the Repetitive Loss Area Analysis, as described on page 5 of this report and in accordance to the Community Rating System. This area analysis follows FEMA guidelines to determine why an area has repeated flood losses and what alternative flood protection measures would help break the cycle of repetitive flooding.

Study Area
The repetitive loss area analysis is a detailed mitigation plan for a repetitive loss area. The study area for this report is located in the Shore Acres area, stretching from approximately 62nd Avenue North East, to Bayou Placido Boulevard North East, and in-between Shore Acres Boulevard North East, to Jersey Street North East. There are 1530 structures in the study area. The majority of them are residential, with a fire station, school, church, care facility, and grocery store rounding out the rest. More information on these properties can be found on page 4 within the introduction.

Problem Statement
Flooding is caused by high tides and heavy rains and is aggravated by two problems:
- The study area is low lying and close to the bay. Tidal flooding is a main cause of flooding within this area, especially when a major rain event coincides with a high tide.
- The storm drains are sometimes overgrown or otherwise unable to convey water correctly. Therefore, water tends to drain slowly into the bay.
There have been some drainage improvements, but they have not stopped all flooding.

Recommendations
- Encourage everyone to pursue a mitigation measure.
- Assist interested property owners in applying for a mitigation grant.
- Street cleaning or sweeping program to remove debris from street and drainage culverts.
- Seek out and secure funding for the drainage improvements outlined in this report.
- Improve the City’s CRS classification.
- Installing individual backflow preventers at the street catch basin structure.
- Education campaign about keeping streets and drainage culverts clean.

For residents of the study area
- Contact the City for more information about possible funding opportunities
- Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation.
- Purchase and maintain a flood insurance policy on the home and its contents.
- Report flooding hazards via See Click Fix or Mayor’s Action line.
INTRODUCTION

St. Petersburg is exposed to flooding from hurricanes, tropical storms, storm water runoff, and storm surges from Tampa Bay, Boca Ciega Bay, and the Gulf of Mexico, as well as flooding from St. Joes Creek and many small lakes within the area.

St. Petersburg is mostly flat with some rise towards the center of the peninsula, creating areas where water runs very quickly to the bay and other areas where it drains away slowly. There are several communities built over bayous and along the coastline. Flooding of streets, yards, and buildings often occur from heavy rains in some areas.

In sum, areas of the City can be flooded from overwhelmed bayous, creeks, coastal sources, sheet flow, and local drainage ways. The official FEMA Flood Insurance Rate Map designates the Special Flood Hazard Areas (SFHA), the deeper riverine and coastal flood prone areas as A, AE, or VE zones and the entire City may be subject to flooding.

In most areas, especially outside the SFHA, flooding is relatively shallow. Residents have several days of warning before a coastal storm occurs and can take steps to protect themselves from flooding if they have necessary information.

There have been some drainage improvements, but they have not stopped all flooding. For more in-depth analysis regarding improvements reference building information on page 11.

Since flooding typically occurs over an area that may affect several buildings, determining a repetitive loss area may include homes not previously flooded, but are instead surrounded by those structures that have been repetitively flooded. This allows determination of drainage and may indicate where future homes may sustain flood damage. Additionally, because repetitive loss structures are privacy protected by the federal government it is necessary to include surrounding homes, so as to maintain the privacy of those repetitive loss structures as per the Privacy Act of 1974.

The RLAA is part of the Community Rating System, which is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” (www.FEMA.gov). Participating communities are rewarded with reduced insurance premiums.
THE PROCESS

The repetitive loss area analysis is a detailed mitigation plan for a repetitive loss area. It provides more specific guidance on how to reduce damage from repetitive flooding than a community-wide floodplain management or hazard mitigation plan. Shore Acres was one of the two areas identified as a repetitive loss area. In order to better understand the issues in the area a process must be followed according to the NFIP CRS program.

The Community Rating System is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” (www.FEMA.gov). Participating communities are rewarded with reduced insurance premiums.

The FEMA-prescribed five step process for conducting an area analyses is as follows:

Step 1: Advise all the property owners in the repetitive flood loss area that the repetitive loss area analysis will be conducted to determine the problems associated with flooding.

Step 2: Contact agencies or organizations that may have plans that could affect the cause or impacts of the flooding.

Step 3: Collect data on the analysis area and each building in the identified study area within the neighborhood to determine the cause(s) of the repetitive damage.

Step 4: Review alternative mitigation approaches and determine whether any property protection measures or drainage improvements are feasible.

Step 5: Document the findings, including information gathered from agencies and organizations, and relevant maps of the analysis area.
STEP 1: NEIGHBORHOOD NOTIFICATION

The first step in FEMA's five-step process is to notify the residents in the area about the project. In February, 2018 the City of St. Petersburg Community Rating System Coordinator sent out a letter to the homeowners introducing them to the project.

The letter asked homeowners to submit any flooding concerns to the CRS Coordinator via mail, email, or phone, and to include address and pertinent information. One thousand five hundred and thirty-nine (1539) letters were mailed out.

Copies of the letter and homeowner comments can be found in Appendices A & B of this report.

STEP 2: COLLABORATION

Coordination with relevant agencies, offices, and organizations is an important step in the analysis process. This step helps to open lines of communication among those interested in flood protection in the St. Petersburg area. The City collected information and data in order to complete this analysis from the Stormwater and Engineering Division, Construction Services and Permitting, and the Geographic Information System data provided from FEMA and Pinellas County.

STEP 3: DATA COLLECTION

The third step in the process is the collection of data that pertains to the area; both as a whole and specifically about the causes of the repetitive flooding. The data was collected through coordination with several agencies and departments.

Although the entire city is flood prone, certain areas have been harder hit than others. Using repetitive flood insurance claims, the City has identified two repetitive loss areas, Shore Acres and Riviera Bay.

Of the approximate 82,300 buildings in the City, 373 have been paid at least 2 claims of $1000 over a 10-year period (FEMA's definition of a repetitive loss property). There are 38 structures on FEMA's repetitive loss list that have been relocated, elevated, or otherwise improved and are no longer subject to repetitive flood damage.

This report focuses on Shore Acres and the houses identified in the mapped repetitive loss area as depicted on the page 9 map.
FLOOD INSURANCE DATA

There are two sources of flood insurance data that the City of St. Petersburg has reviewed. Those sources of data are:

A. The Digital Flood Insurance Rate Map (DFIRM)
B. Claims data

A. The Digital Flood Insurance Rate Map: The City of St. Petersburg Flood Insurance Rate Map, September 2003: A Flood Insurance Rate Map (FIRM), published by FEMA, shows potential flood risk according to zones of severity and is used in setting flood insurance rates. The regulatory floodplain used by FEMA for the floodplain management and insurance aspects of the National Flood Insurance Program (NFIP) is based on the elevation of the 1% annual flood chance or base flood. This type of flood has a 1% chance of occurring in any given year. For another frame of reference, the 1% annual flood has a 26% chance of occurring over the life of a 30-year mortgage. It is important to note that more frequent flooding does occur in the regulatory floodplain, as witnessed by the number of repetitive loss properties. The study area falls in only one flood zone: the riskier AE Zone.

The Base Flood Elevation (BFE) is the elevation of the 1% chance annual flood above mean sea level. In October 2015, St. Petersburg now requires two feet of freeboard. This means that all new or substantially improved residential construction must be at least two feet above the BFE. The BFE for the area is nine feet above sea level.

B. Claims Data: The Privacy Act of 1974 (5 U.S.C. 522a) restricts the release of certain types of data to the public. Flood insurance policy and claims data are included in the list of restricted information. FEMA can only release such data to state and local governments, and only if the data are used for floodplain management, mitigation, or research purposes. Therefore, this report does not identify the repetitive loss properties or include claims data for any individual property. Rather, it discusses them only in summary form.

The City of St. Petersburg obtained claims data from FEMA Region IV for all repetitive loss properties in the area. There are 241 (15.75%) properties within the 1530 property study area that qualify as repetitive loss. Of those 241 repetitive loss properties, 32 are considered to be severe repetitive loss properties. Homeowners for the 241 repetitive loss properties have made 371 claims and received $13,935,632.75 in flood insurance payments since 1978. The average repetitive flood loss claim is $18,911.05.

It is likely that the data in this section understates the flooding problem for the following reasons:

1. NFIP records do not include claims data prior to 1978, so there could have been additional losses not shown here.
2. Policy holders may not have submitted claims for smaller floods for fear of it affecting their coverage or premium rates.
3. Only data for listed repetitive loss properties were reviewed. There could be other properties that have been repeatedly flooded but did not have insurance at the time of the flood or did not submit claims.

The losses only account for items covered by the insurance policy. Things not covered include living expenses during evacuation, swimming pools, and automobiles.
The City of St. Petersburg examined two areas of related information on the area’s drainage. Those two areas are:

A. Canals and Culverts

B. Shore Acres Watershed

A. Canals and Culverts: The City of St. Petersburg relies on several canals and culverts to drain storm water from the streets. The study area is directly south of Riviera Bayou which has a drainage area of roughly 416.48 square miles. There is Butterfly Lake and many canals that provide drainage to the area listed on the page 10 map.

Butterfly Lake and the canals are unable at this time to properly drain water during high tide events coupled with heavy rainfall. When it floods, this makes it difficult for residents in the study area to evacuate the area and to get to their residence. Additional flooding is caused from vehicles driving through the high water that then pushes the water into adjacent houses.

B. Shore Acres Watershed: This large watershed is over 416.48 square miles and drains in several areas to the bay. The drainage from the Shore Acres Watershed is not a major factor for flooding within this area. There are several drainage ditches, small lakes, and canals within the area that may absorb some of the watershed runoff, but not all. Additionally, when these ditches, small lakes, and canals fill they could cause additional flooding throughout the area surrounding them.
BUILDING INFORMATION

As discussed in Step 1: A neighborhood notification letter was mailed out to the residents, informing them that an analysis was going to be conducted with reference to flooding. Of the 1530 properties to which postcards were sent.

The residents who commented on the postcard offered insight into the flooding issues in the area and can be found in Appendix B of this report on page 22.

From February to March the City visited the study area and collected data on each property. The City collected information such as the type of structure, construction, condition, the number of stories, drainage patterns, and a photo.

One-hundred twenty-nine structures in the area are built on a slab (60%), forty-seven are on a crawlspace (3%), four hundred twenty-seven on a stem-wall (28%), forty-eight were on posts/piers (1%), seventy-eight are walkout levels (5%), twelve are post/partial enclosure (2%), and the remaining nine either being vacant or unable to observe base (1%).

![Distribution of Shore Acres Building Classification](image)

The majority of structures, one thousand two hundred and forty-eight (81%) are single-story, with one thousand three hundred and eighty-two built from masonry or brick (90%). The rest are vinyl/wood and there are three manufactured homes.
Distribution of Shore Building Height

- 1 Story
- 2 Story
- 3 Story
- 4+ / Unknown

Distribution of Shore Acres Structure Material

- Brick
- Siding (Wood, Vinyl)
- Masonry
- Unsure
Based on the data collected the following bullets summarize the repetitive flooding problems in the area:

- All the structures fall in the riskier AE Zone.
- Flooding is caused by heavy rains, but aggravated by two problems:
  - High tides
  - Poor street drainage
- There have been some drainage improvements made to the area, but they have not stopped all flooding.

There are 1530 properties subject to flooding, 241 of the insured properties have been flooded to the extent that they qualify as repetitive loss structures under the NFIP. In the study area, 32 of which are severe repetitive loss properties. These 32 repetitive loss properties have made 731 flood insurance claims for a total of $13,935,632.75 since 1978.
STEP 4: MITIGATION MEASURES

Knowing the flooding history, type, and condition of the buildings in the area, leads to the fourth step in the area analysis procedure—a review of alternative mitigation approaches to protect properties from, or reduce, future flood damage. Property owners should look at these alternatives but understand they are not all guaranteed to provide protection at different levels of flooding. Six approaches were reviewed:

I. Acquisition
II. Elevating the houses above the 1% annual flood level
III. Dry floodproofing
IV. Utility protection
V. Drainage improvements
VI. Maintaining flood insurance coverage on the building

I. ACQUISITION

This measure involves buying one or more properties and clearing the site. If there is no building subject to flooding, there is no flood damage. Acquisitions are usually recommended where the flood hazard is so great or so frequent that it is not safe to leave the structure on the site.

An alternative to buying and clearing the whole subdivision is buying out individual, “worst case,” structures with FEMA funds.

A. Cost: This approach would involve purchasing and clearing the lowest or the most severe repeatedly flooded homes. If FEMA funds are to be used, three requirements will apply:
   1. The applicant for FEMA must demonstrate that the benefits exceed the costs, using FEMA’s benefit/cost software.
   2. The owner must be a willing seller.
   3. The parcel must be deeded to a public agency that agrees to maintain the lot and keep it forever as open space.

B. Feasibility: Due to the high cost and difficulty to obtain a favorable benefit-cost ratio in shallow flooding areas, acquisitions are reserved for the worst case buildings. Not everyone wants to sell their home, so a checkerboard pattern of vacant and occupied lots often remains after a buyout project, leaving “holes” in the neighborhood. There is no reduction in expenses to maintain the neighborhood’s infrastructure for the City, although the tax base is reduced. The vacant lots must be maintained by the new owner agency, and additional expense is added to the community. If the lot is only minimally maintained, its presence may reduce the property values of the remaining houses. The City of ST. Petersburg is not considering acquisitions at this time for the above reasons.
II. ELEVATION

Raising the structure above the flood level is generally viewed as the best flood protection measure, short of removing the building from the floodplain. All damageable portions of the building and its contents are high and dry during a flood, which flows under the building instead of into the house. Houses can be elevated on fill, posts/piles, or a crawlspace.

A house elevated on fill requires adding a specific type of dirt to a lot and building the house on top of the added dirt. It should be noted that St. Petersburg does not allow fill to be brought into the floodplain to elevate the house. Unless that fill is part of a stem-wall foundation.

A house elevated on posts/piles is either built or raised on a foundation of piers that are driven into the earth and rise high enough above the ground to elevate the house above the flow of flood water or the design flood elevation.

A house elevated on a crawlspace or enclosure is built or raised on a continuous wall-like foundation that elevates the house above the design flood level. It is important to include vents or openings in the walls below the design flood level that are appropriately sized: one square inch for each square foot of the crawlspace or enclosures footprint. Additionally, all materials below the design flood level must be flood resistant and all machinery, equipment, and plumbing must be above the design flood level.

A. Cost: A majority of the cost to elevate a building is in the preparation and foundation construction. The cost to elevate six feet is little more than the cost to go up two feet. Elevation is usually cost-effective for wood frame buildings on posts/piles or crawlspace because it is easiest for lifting equipment to be used under the floor and disruption to the habitable part of the house is minimal. Elevating a slab house is much costlier and disruptive. In St. Petersburg, 60% percent of the houses in the study area are on a slab. The actual cost of elevating a building depends on factors such as its condition, whether it is masonry or brick faced, and if additions have been added on over time. While the cost of elevating a home can be high, there are funding programs that can help. The usual arrangement is for a FEMA grant to pay 75% of the cost while the owner pays the other 25%. In the case of elevating a slab foundation, the homeowner's portion could be as high as $25,000 or more. In some cases, assistance can be provided by Increased Cost of Compliance (ICC) funds, which is discussed on page 19 under Possible Funding Sources, or the use of state funds.

B. Feasibility: Federal funding support for an elevation project requires a study that shows that the benefits of the project exceed the cost of the elevation. Project benefits include savings in insurance claims paid on the structure. Elevating a masonry or a slab home can cost up to $100,000, which means that benefit/cost ratios may be low. Looking at each property individually could result in funding for the worst-case properties, i.e., those that are the lowest below the base flood elevation, subject to the most frequent flooding, and in good enough condition to elevate.
III. DRY FLOODPROOFING

This measure keeps floodwaters out of a building by modifying the structure. Walls are coated with waterproofing compounds or plastic sheeting. Openings (i.e. doors, windows, and vents) are closed either permanently, or temporarily with removable shields or sandbags.

Make the walls watertight. This is easiest to do for masonry or brick faced walls. The brick or stucco walls can be covered with a waterproof sealant and bricked or stuccoed over with a veneer to camouflage the sealant. Houses with wood, vinyl, or metal siding need to be wrapped with plastic sheeting to make walls watertight, and then covered with a veneer to camouflage and protect the plastic sheeting. Provide closures, such as removable shields or sandbags, for the openings; including doors, windows, dryer vents and weep holes. There must also be an account for sewer backup and other sources of water entering the building. For shallow flood levels, this can be done with a floor drain plug or standpipe; although a check valve system is more secure.

Dry floodproofing employs the building itself as part of the barrier to the passage of floodwaters, and therefore this technique is only recommended for buildings with slab foundations that are not cracked. The solid slab foundation prevents floodwaters from entering a building from below. Also, even if the building is in sound condition, tests by the Corps of Engineers have shown that dry floodproofing should not be used for depths greater than three feet over the floor, because water pressure on the structure can collapse the walls and/or buckle the floor.

Dry floodproofing is a mitigation technique that is appropriate for some houses in the Shore Acres study area: those with slab foundations that typically receive floodwater up to three feet in the house. From the fieldwork it was found that eighty-nine percent of the houses in the analysis area are on slab foundations.

Not all parts of the building need to be floodproofed. It is difficult to floodproof a garage door, for example, so some owners let the garage flood and floodproof the walls between the garage and the rest of the house. Appliances, electrical outlets, and other damage-prone materials located in the garage should be elevated above the expected flood levels.

Dry floodproofing has the following shortcomings as a flood protection measure:

- It usually requires human intervention, i.e., someone must be home to close the openings.
- Its success depends on the building’s condition, which may not be readily evident. It is very difficult to tell if there are cracks in the slab under the floor covering.
- Periodic maintenance is required to check for cracks in the walls and to ensure that the waterproofing compounds do not decompose.
- There is no government financial assistance programs available for dry floodproofing, therefore the entire cost of the project must be paid by the homeowner.
- The NFIP will typically not offer a lower insurance rate for dry floodproofed residences. However, this may be a viable option if homeowners want to protect their structure and contents.
A. Cost: The cost for a floodproofing project can vary according to the building's construction and condition. It can range from $5,000 to $20,000, depending on how secure the owner wants to be from flooding. Owners can do some of the work by themselves, although an experienced contractor provides greater security. Each property owner can determine how much of their own labor they can contribute and whether the cost and appearance of a project is worth the protection from flooding that it may provide.

B. Feasibility: As with floodwalls, floodproofing is appropriate where flood depths are shallow and are of relatively short duration. It can be an effective measure for some of the structures and flood conditions found in the study analysis area. It can also be more attractive than a floodwall around a house. However, floodproofing requires the homeowner to install or place door and window shields or sandbags and to ensure maintenance on a yearly basis. This may be difficult for the elderly or disabled. Finally, ample warning of flooding must be available, so the homeowner can determine when to place the door or window shields and sandbags.

IV. UTILITY PROTECTION

This measure applies to several different utilities that can be adversely affected by floodwaters such as:
- Heating, Ventilation, and Air Conditioning (HVAC) systems
- Fuel meters and pipes
- Electrical service boxes, wiring and fixtures
- Sewage systems
- Drinking Water systems

Damage to utilities can prevent a residence that remains structurally sound after a flood from being reoccupied. Retrofitting utilities includes things as simple as raising them above the flood level and building small walls around furnaces and water heaters to protect from shallow flooding.

A. Cost: The cost for protecting utilities varies and is dependent upon the measure itself, condition of the system, structure, and foundation. A lot of the measures can be performed by the homeowners themselves, although it is always a good idea to consult a professional contractor and/or engineer (depending on the project). The costs can be lower when done as part of a repair or remodeling project. Residents interested in pursuing a retrofitting measure to protect their utilities should contact the City of St. Petersburg to determine whether a permit is required.

B. Feasibility: Given that the flooding experienced by the homeowners in the Shore Acres study area includes both shallow and deep flooding, utility protection is an acceptable mitigation measure. Interested homeowners should examine their flooding history and decide if utility protection is an appropriate measure for their building.
V. DRAINAGE IMPROVEMENTS

The Engineering and Stormwater Department prepared a Master Drainage plan for the entire City of St. Petersburg. The Plan has a list of recommendations that were created after reviewing previous studies and reports. There are several different drainage improvements called for in the Plan.

<table>
<thead>
<tr>
<th>Date</th>
<th>Project Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/03/07</td>
<td>Shore Acres Water Quality &amp; Flood Prevention Vaults</td>
</tr>
<tr>
<td>12/09/09</td>
<td>Shore Acres Storm Water Vaults Phase 2</td>
</tr>
<tr>
<td>12/09/09</td>
<td>Shore Acres Storm Water Vaults Phase 3</td>
</tr>
<tr>
<td>12/30/09</td>
<td>Shore Acres Storm Water Vaults Phase 4</td>
</tr>
</tbody>
</table>

These projects helped to reduce some of the flooding within the Shore Acres Repetitive Loss area. No other projects are currently proposed for this area. Maintenance for all projects and ongoing street sweeping continues for this area.

VI. MAINTAINING INSURANCE

Although insurance is not a mitigation measure that reduces property damage from a flood, a National Flood Insurance Program policy has the following advantages for the homeowner or renter:

1. A flood insurance policy covers surface flooding from the overflow of inland or tidal waters or from storm water runoff.

2. Flood insurance may be the only source of assistance to help owners of damaged property quickly pay for cleanup and repairs after a disaster. The ensures that people can get back into their homes faster than if they had to wait for disaster assistance funding, which often is in the form of a loan and may take months to pay.

3. Once in effect there is no need for human intervention. Coverage is available for the contents of a home as well as for the structure. Renters can buy contents coverage, even if the building owner does not buy coverage for the structure itself.

Cost: Flood insurance rates are based on several factors including what flood zone the building falls in and the age of the structure. All the homes in the study area fall in the AE zone. Homes constructed before December 31st, 1974 are “pre-FIRM” buildings, which means that they were built before the date of the first FIRM for the community, and are thus eligible for the “subsidized” flood insurance premium rates.

A building that is located in the AE flood zone and constructed or substantially improved after the date of the most current FIRM - such as one built or substantially improved – is required to be built above the base flood elevation and is therefore subject to rates based on the actual risk rather than a subsidized rate. Rates on pre-FIRM buildings are subsidized because the flood risk was unknown at the time of construction. If a pre-FIRM house in the SFHA is elevated to the design flood elevation, the owner will be able to take advantage of the much lower post-FIRM rates.
Communities that join the CRS complete floodplain management activities that are worth a certain amount of credit. The more credit earned, the better the class ranking of that community. The CRS has 10 classes; a Class ranking of 10 carries the lowest flood insurance premium reduction, whereas a Class 1 carries the maximum discount. The City of St Petersburg has a CRS Class of 5.

STEP 5: FINDINGS & RECOMMENDATIONS

A. Findings

Properties in the Shore Acres study area are subject to flooding due to heavy rains, high tide, and drainage problems. When Sunlit-cove and the connecting canals are inundated by heavy rains, especially during high tides, it does not have the capacity to convey the water out of the area quickly enough. This is mainly due to backflow and that pipes are either under water or do not close due to barnacles. There is also concern over the drains being clogged from debris and unable to convey water from the street in a timely fashion.

B. Recommendations

1. The City of St. Petersburg should continue to encourage everyone to pursue a mitigation measure. Assist interested property owners in applying for a mitigation grant. Address the issues with the street drainage in order to improve the drainage in the study area. Institute a maintenance program that encourages homeowners to frequently clear their ditches of debris to ensure open flow for storm water. Seek out and secure funding for the drainage improvements outlined in this report. Improve the City’s CRS classification and adopt this Repetitive Loss Area Analysis according to the process detailed in the CRS Coordinator’s Manual.

2. For the residents of the study area, they should contact the City of St. Petersburg for more information about possible funding opportunities and site visits to determine remedial measures. Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation. Purchase and maintain a flood insurance policy on the home and its contents.
POSSIBLE FUNDING SOURCES

There are several possible sources of funding for mitigation projects:

A. FEMA grants: Most of the FEMA programs provide 75% of the cost of a project. In most Gulf communities, the 25% non-FEMA share is paid by the benefiting property owner. Each program has different Congressional authorization and slightly different rules.

1. The Hazard Mitigation Grant Program (HMGP): The HMGP provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. Projects must provide a long-term solution to a problem (e.g., elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood). Examples of eligible projects include acquisition and elevation, as well as local drainage projects.

2. The Severe Repetitive Loss Program (SRL): The Severe Repetitive Loss (SRL) grant program funds mitigation projects for properties on the severe repetitive loss list. Eligible flood mitigation projects include: Acquisition and demolition or relocation of structures that are listed on FEMA’s severe repetitive loss list and conversion of the property to open space. Elevation of existing SRL structures to at least the Base Flood Elevation (BFE). There is a new SRL ICC Program that can be used to cover the non-FEMA share of the cost. That program is discussed further in bullet C below.

B. The Flood Mitigation Assistance Program (FMA): FMA funds assist States and communities in implementing measures that reduce or eliminate the long-term risk of flood damage to structures insured under the NFIP. Project Grants to implement measures to reduce flood losses, such as elevation, acquisition, or relocation of NFIP-insured structures. States are encouraged to prioritize FMA funds for applications that include repetitive loss properties; these include structures with 2 or more losses each with a claim of at least $1,000 within any ten-year period since 1978.

1. Pre-Disaster Mitigation Program (PDM): The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. For more information visit http://www.fema.gov/government/grant/pdm/index.shtm.

C. Flood insurance: There is a special funding provision in the National Flood Insurance Program (NFIP) for insured buildings that have been substantially damaged by a flood, "Increased Cost of Compliance." ICC coverage pays for the cost to comply with floodplain management regulations after a flood if the building has been declared substantially damaged. ICC will pay up to $30,000 to help cover elevation, relocation, demolition, and (for nonresidential buildings) floodproofing. It can also be used to help pay the 25% owner’s share of a FEMA funded mitigation project.

The building’s flood insurance policy must have been in effect during the flood. This payment is in addition to the damage claim payment that would be made under the regular policy coverage, as long as the total claim does not exceed $250,000. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator. For more information, contact your insurance agent or visit: www.fema.gov/plan/prevent/floodplain/ICC.shtm.

Coverage under the ICC does have limitations: It covers only damage caused by a flood, as opposed to wind or fire damage. The building’s flood insurance policy must have been in effect during the flood.
ICC payments are limited to $30,000 per structure. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator and the structure must be in an A zone.

The average claim payment in the study area is $18,911.054. With an average claim of that amount, it is not likely that many homes in the study area would sustain substantial damage from a flood event. Homeowners should make themselves aware of the approximate value of their homes, and in the case of incurring flood damage, be aware of the need for a substantial damage declaration in order to receive the ICC coverage.

Severe Repetitive Loss ICC Pilot Program: While the conventional ICC only covers buildings that are located in the Special Flood Hazard Areas (SFHA), there is a new pilot program that is aiming to target buildings not in the SFHA. Focusing specifically on Severe Repetitive Loss (SRL) buildings, this pilot program will offer ICC benefits to those SRL properties that are located in X zones and will include those SRL buildings that have grandfathered X zone rates. Under this new pilot program, the ICC benefits could be used to cover the homeowner's 10% match in a SRL grant.

Alternative language adopted into the local floodplain management ordinance would enable residents with shallower flooding to access ICC funding. Since local ordinances determine the threshold at which substantial damage and/or repetitive claims are reached, adopting language that would lower these thresholds would benefit the homeowners of repetitive loss properties. Adopting alternative language allows for cumulative damages to reach the threshold for federal mitigation resources more quickly, meaning that some of the properties in St. Petersburg that sustain minor damage regularly would qualify for mitigation assistance through ICC.

D. Rebates: A rebate is a grant in which the costs are shared by the homeowner and another source, such as the local government, usually given to a property owner after a project has been completed. Many communities favor it because the owner handles all the design details, contracting, and payment before the community makes a final commitment. The owner ensures that the project meets all of the program's criteria, has the project constructed, and then goes to the community for the rebate after the completed project passes inspection.

Rebates are more successful where the cost of the project is relatively small, e.g., under $5,000, because the owner is more likely to be able to afford the bulk of the cost. The rebate acts more as an incentive, rather than as needed financial support.

E. Small Business Administration Mitigation Loans: The Small Business Administration (SBA) offers mitigation loans to SBA disaster loan applicants who have not yet closed on their disaster loan. Applicants who have already closed must demonstrate that the delay in application was beyond their control.

For example, mitigation loans made following a flood can only be used for a measure to protect against future flooding, not a tornado. If the measure existed prior to the declared disaster, an SBA mitigation loan will cover the replacement cost. If the measure did not exist prior to the declared disaster the mitigation loan will only cover the cost of the measure if it is deemed absolutely necessary for repairing the property by a professional third-party, such as an engineer.
Dear Resident:

You have received this postcard because your property is in an area that is subject to repetitive flooding. The city has an active program to help you protect yourself and your property from future flooding.

City staff will visit your neighborhood soon to collect data on flooding issues. Your input is greatly appreciated. Please send flooding concerns to: Noah.Taylor@stpete.org or call 727-893-SAVE (7283).

Be sure to include your address and contact information. Thank you for your participation.
APPENDIX B: HOMEOWNER'S COMMENTS

Homeowner Comments from 2016

- According to homeowner they are the first ones to flood and last to drain. Many neighbors are fed up with the flooding and are selling their homes after 25 plus years of living there.
- Homeowner claims that a house that was built some years ago has caused more flooding. Needs some kind of trench on the side of the house as per other homeowner.
- Reported by homeowner that there has been flooding near the carport "den" area, water pooling in street is further spread from people driving in the street and causing the water to splash against the house. Only time it floods is from big storms in gulf.
- Homeowner reported ponding in some areas of front yard and left side of house there is a lot of water that ponds in that area near foundation.
- According to homeowner when there is a full moon or high tide the street will flood.
- Homeowner wanted to know why new improvements were not working in Shore Acres.

Homeowner Comments from 2017

- Reported flooding in street New Hampshire and chancellor.
- Some flooding on Dover Street and Venetian with rain and high tides.
- Issues with flooding issues on Harrisburg & Connecticut.
- Flooding issues in the Bayou Grande Blvd Street, between Denver and Pennsylvania. Flooding from 62nd towards Bayou Grande. Happens during high tide and heavy rain or combination.
- Denver Park has flooding from drainage ditch into homeowner’s yard; ditch and drains seem to be clogged.
- Reported issue with standing water near Helena St Northeast, after high tides fill gutters.
- Flooding reported at the intersections of Venetian Blvd Northeast, during even the slightest rain storm.
- Major concern about flooding that happens in Ponderosa Shores and on Dakota Ave Northeast.
- Reported that Helena and Delaware continuing east flood, where vehicles sometimes drive in yards to avoid flooded roads.
- Comment about worst section being 40th and Shore Acres Blvd by the pool and Shore Acres Blvd from the pool to 46th Ave Northeast. Also Venetian Blvd/Bayou Grande and Chancellor/Grand Canal.
- Repetitive flooding at corner of Overlook Dr Northeast and Shore Acres Blvd Northeast.
- Significant change to flooding on Helena St Northeast after City put in new storm drains. Homeowner reports they are very happy with the improvements.
- After raising parts of home and floodproofing doors with barriers, homeowner reports that they have had little to no damage from flooding to their home. They have however, seen waves come under the doors from people creating wakes in the roads, when they drive past.
- Major flooding reported at Delaware and Carson Street. Homeowner would like to see people restricted in speed when streets are flooded to minimize wakes created. They also encourage the City to continue to upgrade backflow preventers and give incentives for people to build with sea level rise taken into consideration.
• Comment from homeowner as to why the southern section of Helena St Northeast has been mitigated, but the northern section hasn't seen any stormwater construction. They have flooding issues and would like to see their taxes going to pay for flood mitigation to improve the storm drains along the northern section of Helena.
• Concerns over the sewer manhole covers and better seals was mentioned concerning Bayou Grande Blvd Northeast. Reported bubbling saltwater could be seen over the manhole covers.

**New Homeowner Comments from 2018**

• Area are constantly flooded after small rain storms and would like to see improved drainage in the area.
• Expressed interest about storm drainage systems with no back flow from residential areas to bay.
• City road drainage pipe is blocked open due to heavy amounts of debris and results in increased vehicle corrosion damage. The faulty drainage pipe also increases property degradation by killing grass and eroding soil due to vehicle traffic.
• During periods of flooding on Dover Street, Residents are forced to wade through unsanitary waters or risk of possible vehicle damage.
• Some properties on Venetian Blvd. have noticed perpetual standing waters under power lines.
• Homeowner that wanted to know if the city could put up “no-wake” signs in Shore Acres.
• Residents that live on Massachusetts Ave NE have expressed interest for the city to address the high tide problem areas, explicit concerns for Helena Street.
• Residents of Alabama Street have commented on the severity of flooding with average amounts of rainfall and are interested in city actions to correct this.
• Severe flooding by residents was reported at Arizona & Overlook Dr.
• Residents on Bayshore Blvd NE experience flooding in the streets during heavy rain fall and believes that this may be the result of a blocked or faulty drainage pipe.
• Some residents along Shore Acres Blvd NE have expressed interest in being involved at a community level in aiding the future planning of repetitive flood areas. There are also concerns about many of the surrounding drainage pipes being blocked or faulty.
• Residents have expressed concern about the condition of drainage systems on Chancellor and Massachusetts all the way up to Lansing and would like to see the roads repaired as well.

*These comments were collected while in the field and from phone calls or emails.*
CITY OF ST PETERSBURG

st.petersburg
www.stpete.org

RIVIERA BAY
REPETITIVE LOSS AREA
ANALYSIS REPORT

2018
Table of Contents

TERMINOLOGY ........................................................................................................... 2
EXECUTIVE SUMMARY ............................................................................................. 3
INTRODUCTION ............................................................................................................ 4
THE PROCESS ............................................................................................................. 5
STEP 1: NEIGHBORHOOD NOTIFICATION ................................................................. 6
STEP 2: COLLABORATION ......................................................................................... 6
STEP 3: DATA COLLECTION ....................................................................................... 6
  FLOOD INSURANCE DATA ....................................................................................... 7
  DRAINAGE INFORMATION ....................................................................................... 8
  MAPS ......................................................................................................................... 9
  BUILDING INFORMATION ....................................................................................... 11
STEP 4: MITIGATION MEASURES ............................................................................. 14
  I. ACQUISITION ........................................................................................................ 14
  II. ELEVATION .......................................................................................................... 15
  III. DRY FLOODPROOFING ................................................................................... 16
  IV. UTILITY PROTECTION ....................................................................................... 17
  V. DRAINAGE IMPROVEMENTS ........................................................................... 18
  VI. MAINTAINING INSURANCE ............................................................................. 18
STEP 5: FINDINGS & RECOMMENDATIONS ............................................................ 19
POSSIBLE FUNDING SOURCES .............................................................................. 20
APPENDIX A: POSTCARD TO RESIDENTS ............................................................... 22
APPENDIX B: HOMEOWNER’S COMMENTS* ............................................................ 23
**TERMINOLOGY**

1% Annual Flood Chance: The flood that has a one percent (1%) chance of being equaled or exceeded each year. Also known as the base flood or regulatory floodplain.

Area Analysis: An approach to identify repeatedly flooded areas, evaluate mitigation approaches, and determine the most appropriate alternatives to reduce future repeated flood losses.

BFE: Base Flood Elevation - The elevation of the crest of the base flood or one percent (1%) annual chance.

CRS: Community Rating System

FEMA: Federal Emergency Management Agency

FIRM: Flood Insurance Rate Map

Floodway: The channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

Freeboard: A factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management. Also known as the design flood elevation.

GIS: Geographic Information Systems

Hazard Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazardous event.

ICC: Increased Cost of Compliance, a $30,000 rider on flood insurance policies for policy holders located in the special flood hazard area that can be used to bring the structure into compliance in the event that it is substantially damaged by a flood.

NFIP: National Flood Insurance Program

Repetitive Loss property (RL): An NFIP-insured property where two or more claim payments of more than $1,000 have been paid within a 10-year period since 1978.

Severe Repetitive Loss Property (SRL): A 1-4 family residence that is a repetitive loss property that has had four or more claims of more than $5,000 or two claims that cumulatively exceed the reported building’s value.

Substantial Improvement: The repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either, (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred.

Special Flood Hazard Area: The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program’s (NFIP’s) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.
EXECUTIVE SUMMARY

Background
The National Flood Insurance Program (NFIP) is continually faced with the task of paying claims while trying to keep the price of flood insurance at an affordable level. It has a particular problem with repetitive flood loss properties, which are estimated to cost $3.5 million per year in flood insurance claim payments throughout the United States. Repetitive flood loss properties represent only 1.4% of all flood insurance policies, yet historically they have accounted for nearly one-fourth of the claim payments (over $9 billion to date). Mitigating these repeatedly flooded properties will reduce the overall costs to the NFIP, the communities in which they are located, and the individual homeowners. The City of St. Petersburg conducted an area analysis based on the Repetitive Loss Area Analysis, as described on page 5 of this report and in accordance to the Community Rating System. This area analysis follows FEMA guidelines to determine why an area has repeated flood losses and what alternative flood protection measures would help break the cycle of repetitive flooding.

Study Area
The study area for this report is in the Riviera Bay area, on two sides of Sun-lit Cove, stretching from approximately 90th Avenue North East, to 80th Avenue North and in-between 4th Street North, to Orient Way North East. There are 370 structures in the study area. All but one structure, are residential. More information on these properties can be found on page 4 within the introduction.

Problem Statement
Flooding is caused by high tides and heavy rain, but aggravated by three problems:

- This area is low lying and close to the bay. Tidal flooding is a main cause of flooding within this area, especially when a major rain event coincides with a high tide.
- The street drainage ditches are sometimes overgrown or otherwise unable to convey water correctly. Therefore, water tends to drain slowly into the bay.
- Some canals are clogged up with debris from pines and mangroves.

There have been some drainage improvements, but these improvements have not stopped all flooding.

Recommendations

- Encourage everyone to pursue a mitigation measure.
- Address the issues with the clogged and/or undersized street drainage ditches.
- Install more backflow preventers.
- More frequent cleaning of backflow devices.
- Clean/dredge canal to remove debris on a more frequent basis.
- Seek out and secure funding for the drainage improvements outlined in this report.
- Improve the City’s CRS classification.

For residents of the study area

- Contact the City for more information about possible funding opportunities
- Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation.
- Purchase and maintain a flood insurance policy on the home and its contents.
- Report flooding hazards via See Click Fix or Mayor’s Action line.
INTRODUCTION

St. Petersburg is exposed to flooding from hurricanes, tropical storms, storm water runoff, and storm surges from Tampa Bay, Boca Ciega Bay, and the Gulf of Mexico, as well as flooding from St. Joes Creek and many small lakes within the area.

St. Petersburg is mostly flat with some rise towards the center of the peninsula, creating areas where water runs very quickly to the bay and other areas where it drains away slowly. There are several communities built over bayous and along the coastline. Flooding of streets, yards, and buildings often occur from heavy rains in some areas.

In sum, areas of the City can be flooded from overwhelmed bayous, creeks, coastal sources, sheet flow, and local drainage ways. The official FEMA Flood Insurance Rate Map designates the Special Flood Hazard Areas (SFHA), the deeper riverine and coastal flood prone areas as A, AE, or VE zones and the entire City may be subject to flooding.

In most areas, especially outside the AE and VE Zones, flooding is relatively shallow. Residents have several days of warning before a coastal storm occurs and can take steps to protect themselves from flooding if they have necessary information.

There have been some drainage improvements, but they have not stopped all flooding. For more in-depth analysis regarding improvements reference building information on page 11.

Since flooding typically occurs over an area that may affect several buildings, determining a repetitive loss area may include homes not previously flooded, but are instead surrounded by those structures that have been repetitively flooded. This allows determination of drainage and may indicate where future homes may sustain flood damage. Additionally, because repetitive loss structures are privacy protected by the federal government, it is necessary to include surrounding homes, so as to maintain the privacy of those repetitive loss structures as per the Privacy Act of 1974.

The RLAA is part of the Community Rating System, which is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” (www.FEMA.gov). Participating communities are rewarded with reduced insurance premiums.

Repetitive Loss Area Analysis (RLAA): An Approach that identifies repetitive loss areas, evaluates mitigation approaches, and determines the most appropriate alternatives to reduce future losses.

Hazard Mitigation: Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.

Repetitive Loss Property (RL): An NFIP-insured property where two or more claim payments of more than $1,000 have been paid within a 10-year period since 1978.

Severe Repetitive Loss Property (SRL): A 1-4 family residence that is repetitive loss property that has had four or more claims of $5,000 or two claims that cumulatively exceed the reported buildings value.
THE PROCESS

The repetitive loss area analysis is a detailed mitigation plan for a repetitive loss area. It provides more specific guidance on how to reduce damage from repetitive flooding than a community-wide floodplain management or hazard mitigation plan. Riviera Bay was one of the two areas identified as a repetitive loss area. In order to better understand the issues in the area a process must be followed according to the NFIP CRS program.

The Community Rating System is a “voluntary incentive program that recognizes and encourages community floodplain activities that exceed the minimum National Flood Insurance Program (NFIP) requirements” (www.FEMA.gov). Participating communities are rewarded with reduced insurance premiums.

The FEMA-prescribed five step process for conducting an area analyses is as follows:

Step 1: Advise all the property owners in the repetitive flood loss area that the repetitive loss area analysis will be conducted to determine the problems associated with flooding.

Step 2: Contact agencies or organizations that may have plans that could affect the cause or impacts of the flooding.

Step 3: Collect data on the area and each building to determine the cause(s) of the repetitive damage.

Step 4: Review alternative mitigation approaches and determine whether any property protection measures or drainage improvements are feasible.

Step 5: Document the findings, including information gathered from agencies and organizations, homeowners, and relevant maps of the analysis area.
STEP 1: NEIGHBORHOOD NOTIFICATION

The first step in FEMA's five-step process is to notify the residents in the area about the project. In February 2018 the City of St. Petersburg Community Rating System Coordinator sent out a postcard to the homeowners introducing them to the project.

The postcard asked homeowners to submit any flooding concerns to the CRS Coordinator via email, or phone, and to include address and pertinent information. Three hundred and seventy-two (372) postcards were mailed out.

An example of the postcard and homeowner comments can be found in Appendices A & B of this report.

STEP 2: COLLABORATION

Coordination with relevant agencies, offices, and organizations is an important step in the analysis process. This step helps to open lines of communication among those interested in flood protection in the St. Petersburg area. The City collected information and data in order to complete this analysis from the Stormwater and Engineering Division, Construction Services and Permitting, and the Geographic Information System data provided from FEMA and Pinellas County.

STEP 3: DATA COLLECTION

The third step in the process is the collection of data that pertains to the area; both as a whole and specifically about the causes of the repetitive flooding. The data was collected through coordination with several agencies and departments.

Although the entire city is flood prone, certain areas have been harder hit than others. Using repetitive flood insurance claims, the City has identified two repetitive loss areas, Shore Acres and Riviera Bay.

Of the approximate 82,300 buildings in the City, 373 have been paid at least 2 claims of $1000 over a 10-year period (FEMA's definition of a repetitive loss property). There are 38 structures on FEMA's repetitive loss list that have been relocated, elevated, or otherwise improved and are no longer subject to repetitive flood damage.

This report focuses on Riviera Bay and the houses identified in the mapped repetitive loss area as depicted on the page 9 Map.
FLOOD INSURANCE DATA

There are two sources of flood insurance data that the City of St. Petersburg has reviewed. Those sources of data are:

A. The Digital Flood Insurance Rate Map (DFIRM)
B. Claims data

A. The Digital Flood Insurance Rate Map: The City of St. Petersburg Flood Insurance Rate Map, dated September 2003, published by FEMA, shows potential flood risk according to zones of severity and is used in setting flood insurance rates. The regulatory floodplain used by FEMA for the floodplain management and insurance aspects of the National Flood Insurance Program (NFIP) is based on the elevation of the 1% annual flood chance or base flood. This type of flood has a 1% chance of occurring in any given year. For another frame of reference, the 1% annual flood has a 26% chance of occurring over the life of a 30-year mortgage. It is important to note that more frequent flooding does occur in the regulatory floodplain, as witnessed by the number of repetitive loss properties. The study area falls in only one flood zone: the riskier AE Zone.

The Base Flood Elevation (BFE) is the elevation of the 1% chance annual flood above mean sea level. As of October 2015, St. Petersburg requires two feet of freeboard. This means that all new or substantially improved construction must be at least two feet above the BFE. The BFE for this area is nine feet above sea level.

B. Claims Data: The Privacy Act of 1974 (5 U.S.C. 522a) restricts the release of certain types of data to the public. Flood insurance policy and claims data are included in the list of restricted information. FEMA can only release such data to state and local governments, and only if the data are used for floodplain management, mitigation, or research purposes. Therefore, this report does not identify the repetitive loss properties or include claims data for any individual property. Rather, it discusses them only in summary form.

The City of St. Petersburg obtained claims data from FEMA Region IV for all repetitive loss properties in the area. There are 40 (10.81%) properties within the 370 properties study area that qualify as repetitive loss. Of those 40 repetitive loss properties, 5 are considered severe repetitive loss properties. Homeowners for the 40 repetitive loss properties have made 123 claims and received $1,753,371.10 in flood insurance payments since 1978. The average repetitive flood loss claim is $13,724.65.

It is likely that the data in this section understates the flooding problem for the following reasons:

1. NFIP records do not include claims data prior to 1978, so there could have been additional losses not shown here.
2. Policy holders may not have submitted claims for smaller floods for fear of it affecting their coverage or premium rates.
3. Only data for listed repetitive loss properties were reviewed. There could be other properties that have been repeatedly flooded but did not have insurance at the time of the flood or did not submit claims.

The losses only account for items covered by the insurance policy. Things not covered include living expenses during evacuation, swimming pools, and automobiles.
DRAINAGE INFORMATION

The City of St. Petersburg examined three areas of related information on the area’s drainage. Those three areas are:

A. Sun-lit Cove
B. Riviera Bay Watershed
C. Riverside Canal

A. Sun-lit Cove: The City of St. Petersburg relies on several canals to drain storm water from the streets. The study area is directly south of Sun-lit Cove which has a drainage area of roughly 99 square miles. There is one major tributary to Sun-lit Cove, Ditch D-27, which runs west to east towards the Bay and Sun-lit Cove. Petersburg that outfalls into Sun-lit Cove and provides drainage for the southwestern part of St. Petersburg. Sun-lit Cove floodway covers parts of the study area.

Sun-lit Cove canal is unable to convey tidal flooding events during major rain events; the most serious of which occurs west of Riverside Drive North. When these floods, it makes it difficult for residents in the study area to evacuate the area and to get to their residence. Sun-lit Cove is known to flood at Riverside Drive North; most likely due to high tide events and simultaneous heavy rainfall.

B. Riviera Bay Watershed: This large watershed is over 99 square miles and drains in several areas to the bay. The drainage from the Riviera Bay Watershed is not a major factor for flooding within this area. There are several drainage ditches, small lakes, and canals within the area, D-27, D-21, D-23, L59, and L57, that may absorb some of the watershed runoff, but not all. Additionally, when these ditches, small lakes, and canals fill they could cause additional flooding throughout the area surrounding them.

C. Riverside Canal: Residents have expressed concern about the Riverside canal and water back-flowing into the streets during a high tide and major rain event. Concern is that the pipes leading to the canal can no longer close correctly, to prevent water from entering the pipes, because of barnacle and sediment buildup. Reports from residents indicate that even on sunny days and high tides that water can sometime be seen in the road and other low-lying areas. During times of heavy rain, the water has come close to steps of homes and some houses have even been flooded.
As discussed in Step 1: A neighborhood notification postcard was mailed out to the residents, informing them that an analysis was going to be conducted with reference to flooding. Of the 370 properties to which postcards were sent.

The residents who commented on the postcard offered insight into the flooding issues in the area and can be found in Appendix B of this report on page 21.

From February to March, the City visited the study area and collected data on each property. The City collected information such as the type of structure, construction, condition, number of stories, drainage patterns, and a photo.

Two hundred sixty-three structures in the area are built on a slab (71%), thirty-seven are on a crawlspace (10%), forty-six on a stem-wall (12%), sixteen were on posts/piers (4%), eight are walkout levels (2%), and the remaining seven either being vacant or unable to observe base (1%).

The majority of structures, three hundred twenty-one (86%) are single-story. Three hundred and seven (83%) are masonry or brick. The rest are vinyl/wood and along with two manufactured homes.
Distribution of Riviera Bay Building Height

- 1 Story
- 2 Story
- 3 Story
- 4+/Unknown

Distribution of Riviera Bay Structure Material

- Brick
- Siding (Wood, Vinyl)
- Masonry
- Unsure
Based on the data collected, the following bullets summarize the repetitive flooding problems in the area:

- Structures fall in the AE Flood Zone.
- Flooding is caused by heavy rains, but aggravated by two problems:
  - High tides
  - Poor street drainage
- There have been some drainage improvements made to the area, but they have not stopped all flooding.

There are 370 properties subject to flooding, 40 of the insured properties have been flooded to the extent that they qualify as repetitive loss structures under the NFIP in the study area, 5 of which are severe repetitive loss properties. These 40 repetitive loss properties have made 123 claims and received $1,753,371.10 in flood insurance payments since 1978.
STEP 4: MITIGATION MEASURES

Knowing the flooding history, and types and condition of the buildings in the area leads to the fourth step in the area analysis procedure—a review of alternative mitigation approaches to protect properties from, or reduce, future flood damage. Property owners should look at these alternatives but understand they are not all guaranteed to provide protection at different levels of flooding. Six approaches were reviewed:

I. Acquisition
II. Elevating the houses above the 1% annual flood level
III. Dry floodproofing
IV. Utility protection
V. Drainage improvements
VI. Maintaining flood insurance coverage on the building

I. ACQUISITION

This measure involves buying one or more properties and clearing the site. If there is no building subject to flooding, there is no flood damage. Acquisitions are usually recommended where the flood hazard is so great or so frequent that it is not safe to leave the structure on the site.

An alternative to buying and clearing the whole subdivision is buying out individual, “worst case,” structures with FEMA funds.

A. Cost: This approach would involve purchasing and clearing the lowest or the most severe repeatedly flooded homes. If FEMA funds are to be used, three requirements will apply:
   1. The applicant for FEMA must demonstrate that the benefits exceed the costs, using FEMA’s benefit/cost software.
   2. The owner must be a willing seller.
   3. The parcel must be deeded to a public agency that agrees to maintain the lot and keep it forever as open space.

B. Feasibility: Due to the high cost and difficulty to obtain a favorable benefit-cost ratio in shallow flooding areas, acquisitions are reserved for the worst case buildings. Not everyone wants to sell their home, so a checkerboard pattern of vacant and occupied lots often remains after a buyout project, leaving “holes” in the neighborhood. There is no reduction in expenses to maintain the neighborhood’s infrastructure for the City, although the tax base is reduced. The vacant lots must be maintained by the new owner agency, and additional expense is added to the community. If the lot is only minimally maintained, its presence may reduce the property values of the remaining houses. The City of St. Petersburg is not considering acquisitions at this time for the above reasons.
II. ELEVATION

Raising the structure above the flood level is generally viewed as the best flood protection measure, short of removing the building from the floodplain. All damageable portions of the building and its contents are high and dry during a flood, which flows under the building instead of into the house. Houses can be elevated on fill, posts/piles, or a crawlspace.

A house elevated on fill requires adding a specific type of dirt to a lot and building the house on top of the added dirt. It should be noted that St. Petersburg does not allow fill to be brought into the floodplain to elevate the house.

A house elevated on posts/piles is either built or raised on a foundation of piers that are driven into the earth and rise high enough above the ground to elevate the house above the flow of flood water.

A house elevated on a crawlspace is built or raised on a continuous wall-like foundation that elevates the house above the flood level. If a crawlspace is used, it is important to include vents or openings in the crawlspace that are appropriately sized: one square inch for each square foot of the building’s footprint. Additionally, all materials below the design flood level must be flood resistance and all machinery, equipment, and plumbing must be above the design flood level.

A. Cost: Most of the cost to elevate a building is in the preparation and foundation construction. The cost to elevate six feet is little more than the cost to go up two feet. Elevation is usually cost-effective for wood frame buildings on posts/piles or crawlspace because it is easiest to get lifting equipment under the floor and disruption to the habitable part of the house is minimal. Elevating a slab house is much costlier and disruptive. In St. Petersburg, 71% percent of the houses in the study area are on a slab. The actual cost of elevating a building depends on factors such as its condition, whether it is masonry or brick faced, and if additions have been added on over time. While the cost of elevating a home can be high, there are funding programs that can help. The usual arrangement is for a FEMA grant to pay 75% of the cost while the owner pays the other 25%. In the case of elevating a slab foundation, the homeowner’s portion could be as high as $25,000 or more. In some cases, assistance can be provided by Increased Cost of Compliance (ICC) funds, which is discussed on page 30, or state funds.

B. Feasibility: Federal funding support for an elevation project requires a study that shows that the benefits of the project exceed the cost of the elevation. Project benefits include savings in insurance claims paid on the structure. Elevating a masonry home or a slab can cost up to $100,000, which means that benefit/cost ratios may be low. Looking at each property individually could result in funding for the worst-case properties, i.e., those that are lowest, subject to the most frequent flooding, and in good enough condition to elevate.
III. DRY FLOODPROOFING

This measure keeps floodwaters out of a building by modifying the structure. Walls are coated with waterproofing compounds or plastic sheeting. Openings (i.e. doors, windows, and vents) are closed either permanently, or temporarily with removable shields or sandbags.

Make the walls watertight. This is easiest to do for masonry or brick faced walls. The brick or stucco walls can be covered with a waterproof sealant and bricked or stuccoed over with a veneer to camouflage the sealant. Houses with wood, vinyl, or metal siding need to be wrapped with plastic sheeting to make walls watertight, and then covered with a veneer to camouflage and protect the plastic sheeting. Provide closures, such as removable shields or sandbags, for the openings; including doors, windows, dryer vents and weep holes. There must also be an account for sewer backup and other sources of water entering the building. For shallow flood levels, this can be done with a floor drain plug or standpipe; although a check valve system is more secure.

Dry floodproofing employs the building itself as part of the barrier to the passage of floodwaters, and therefore this technique is only recommended for buildings with slab foundations that are not cracked. The solid slab foundation prevents floodwaters from entering a building from below. Also, even if the building is in sound condition, tests by the Corps of Engineers have shown that dry floodproofing should not be used for depths greater than three feet over the floor, because water pressure on the structure can collapse the walls and/or buckle the floor.

Dry floodproofing is a mitigation technique that is appropriate for some houses in the Riviera Bay study area: those with slab foundations that typically receive floodwater up to three feet in the house. From the fieldwork it was found that eighty-nine percent of the houses in the analysis area are on slab foundations.

Not all parts of the building need to be floodproofed. It is difficult to floodproof a garage door, for example, so some owners let the garage flood and floodproof the walls between the garage and the rest of the house. Appliances, electrical outlets, and other damage-prone materials located in the garage should be elevated above the expected flood levels.

Dry floodproofing has the following shortcomings as a flood protection measure:

- It usually requires human intervention, i.e., someone must be home to close the openings.
- Its success depends on the building’s condition, which may not be readily evident. It is very difficult to tell if there are cracks in the slab under the floor covering.
- Periodic maintenance is required to check for cracks in the walls and to ensure that the waterproofing compounds do not decompose.
- There is no government financial assistance programs available for dry floodproofing, therefore the entire cost of the project must be paid by the homeowner.
- The NFIP will not offer a lower insurance rate for dry floodproofed residences. However, this may be a viable option if homeowners want to protect their structure and contents.
A. Cost: The cost for a floodproofing project can vary according to the building’s construction and condition. It can range from $5,000 to $20,000, depending on how secure the owner wants to be from flooding. Owners can do some of the work by themselves, although an experienced contractor provides greater security. Each property owner can determine how much of their own labor they can contribute and whether the cost and appearance of a project is worth the protection from flooding that it may provide.

B. Feasibility: As with floodwalls, floodproofing is appropriate where flood depths are shallow and are of relatively short duration. It can be an effective measure for some of the structures and flood conditions found in the study analysis area. It can also be more attractive than a floodwall around a house. However, floodproofing requires the homeowner to install or place door and window shields or sandbags and to ensure maintenance on a yearly basis. This may be difficult for the elderly or disabled. Finally, ample warning of flooding must be available, so the homeowner can determine when to place the door or window shields and sandbags.

IV. UTILITY PROTECTION

This measure applies to several different utilities that can be adversely affected by floodwaters such as:

- Heating, Ventilation, and Air Conditioning (HVAC) systems
- Fuel meters and pipes
- Electrical service boxes, wiring and fixtures
- Sewage systems
- Water systems

Damage to utilities can prevent a residence that remains structurally sound after a flood from being reoccupied. Retrofitting utilities includes things as simple as raising them above the flood level and building small walls around furnaces and water heaters to protect from shallow flooding.

A. Cost: The cost for protecting utilities varies and is dependent upon the measure itself, condition of the system, structure, and foundation. A lot of the measures can be performed by the homeowners themselves, although it is always a good idea to consult a professional contractor and/or engineer (depending on the project). The costs can be lower when done as part of a repair or remodeling project. Residents interested in pursuing a retrofitting measure to protect their utilities should contact the City of St. Petersburg to determine whether a permit is required.

B. Feasibility: Given that the flooding experienced by the homeowners in the Riviera Bay study area includes both shallow and deep flooding, utility protection is an acceptable mitigation measure. Interested homeowners should examine their flooding history and decide if utility protection is an appropriate measure for their building.
V. DRAINAGE IMPROVEMENTS

The Engineering and Stormwater Department prepared a Master Drainage plan for the entire City of St. Petersburg. The Plan has a list of recommendations that were created after reviewing previous studies and reports. There is only one drainage improvement called for in the Plan for Riviera Bay.

<table>
<thead>
<tr>
<th>Date</th>
<th>Project Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/24/11</td>
<td>Riverside Dr Storm Water Vaults</td>
</tr>
</tbody>
</table>

This project helped to reduce some of the flooding within the Riviera Bay Repetitive Loss area. No other projects are currently proposed for this area. Maintenance for the project and ongoing street sweeping continues for this area.

VI. MAINTAINING INSURANCE

Although insurance is not a mitigation measure that reduces property damage from a flood, a National Flood Insurance Program policy has the following advantages for the homeowner or renter:

1. A flood insurance policy covers surface flooding from the overflow of inland or tidal waters or from storm water runoff.

2. Flood insurance may be the only source of assistance to help owners of damaged property quickly pay for cleanup and repairs after a disaster. The ensures that people can get back into their homes faster than if they had to wait for disaster assistance funding, which often is in the form of a loan and may take months to pay.

3. Once in effect there is no need for human intervention. Coverage is available for the contents of a home as well as for the structure. Renters can buy contents coverage, even if the building owner does not buy coverage for the structure itself.

Cost: Flood insurance rates are based on several factors including what flood zone the building falls in and the age of the structure. All the homes in the study area fall in the AE zone. Homes constructed before December 31st, 1974 are “pre-FIRM” buildings, which means that they were built before the date of the first FIRM for the community, and are thus eligible for the “subsidized” flood insurance premium rates.

A building that is located in the AE flood zone and constructed or substantially improved after the date of the most current FIRM - such as one built or substantially improved – is required to be built above the base flood elevation and is therefore subject to rates based on the actual risk rather than a subsidized rate. Rates on pre-FIRM buildings are subsidized because the flood risk was unknown at the time of construction. If a pre-FIRM house in the SFHA is elevated to the design flood elevation, the owner will be able to take advantage of the much lower post-FIRM rates.

Communities that join the CRS complete floodplain management activities that are worth a certain amount of credit. The more credit earned, the better the class ranking of that community. The CRS has 10 classes; a Class ranking of 10 carries the lowest flood insurance premium reduction, whereas a Class 1 carries the maximum discount. The City of St. Petersburg has a CRS Class of 5, which gives an effective discount of 25 percent to all flood insurance premiums for those within the SFHA.
STEP 5: FINDINGS & RECOMMENDATIONS

A. Findings

Properties in the Riviera Bay study area are subject to flooding due to heavy rains, high tide, and drainage problems. When Sunlit-cove and the connecting canals are inundated by heavy rains, especially during high tides, it does not have the capacity to convey the water out of the area quickly enough. This is mainly due to backflow and pipes which are either under water or do not close due to barnacles. There is also concern over the drains being clogged from debris and unable to convey water from the street in a timely fashion.

B. Recommendations

1. The City of St. Petersburg should continue to encourage everyone to pursue a mitigation measure. Assist interested property owners in applying for a mitigation grant. Address the issues with the street drainage in order to improve the drainage in the study area. Institute a maintenance program that encourages homeowners to frequently clear their ditches of debris to ensure open flow for storm water. Seek out and secure funding for the drainage improvements outlined in this report. Improve the City’s CRS classification and adopt this Repetitive Loss Area Analysis according to the process detailed in the CRS Coordinator’s Manual.

2. For the residents of the study area, they should contact the City of St. Petersburg for more information about possible funding opportunities and site visits to determine remedial measures. Review the alternative mitigation measures discussed in this analysis and implement those that are most appropriate for their situation. Purchase and maintain a flood insurance policy on the home and its contents.
POSSIBLE FUNDING SOURCES

There are several possible sources of funding for mitigation projects:

A. FEMA grants: Most of the FEMA programs provide 75% of the cost of a project. In most Gulf communities, the 25% non-FEMA share is paid by the benefitting property owner. Each program has different Congressional authorization and slightly different rules.

1. The Hazard Mitigation Grant Program (HMGP): The HMGP provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. Projects must provide a long-term solution to a problem (e.g., elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood). Examples of eligible projects include acquisition and elevation, as well as local drainage projects.

2. The Severe Repetitive Loss Program (SRL): The Severe Repetitive Loss (SRL) grant program funds mitigation projects for properties on the severe repetitive loss list. Eligible flood mitigation projects include: Acquisition and demolition or relocation of structures that are listed on FEMA’s severe repetitive loss list and conversion of the property to open space. Elevation of existing SRL structures to at least the Base Flood Elevation (BFE). There is a new SRL ICC Program that can be used to cover the non-FEMA share of the cost. That program is discussed further in bullet C below.

B. The Flood Mitigation Assistance Program (FMA): FMA funds assist States and communities in implementing measures that reduce or eliminate the long-term risk of flood damage to structures insured under the NFIP. Project Grants to implement measures to reduce flood losses, such as elevation, acquisition, or relocation of NFIP-insured structures. States are encouraged to prioritize FMA funds for applications that include repetitive loss properties; these include structures with 2 or more losses each with a claim of at least $1,000 within any ten-year period since 1978.

1. Pre-Disaster Mitigation Program (PDM): The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. For more information visit http://www.fema.gov/government/grant/pdm/index.shtm.

C. Flood insurance: There is a special funding provision in the National Flood Insurance Program (NFIP) for insured buildings that have been substantially damaged by a flood, “Increased Cost of Compliance.” ICC coverage pays for the cost to comply with floodplain management regulations after a flood if the building has been declared substantially damaged. ICC will pay up to $30,000 to help cover elevation, relocation, demolition, and (for nonresidential buildings) floodproofing. It can also be used to help pay the 25% owner’s share of a FEMA funded mitigation project.

The building’s flood insurance policy must have been in effect during the flood. This payment is in addition to the damage claim payment that would be made under the regular policy coverage, as long as the total claim does not exceed $250,000. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator. For more information, contact your insurance agent or visit: www.fema.gov/plan/prevent/floodplain/ICC.shtm.
Coverage under the ICC does have limitations: It covers only damage caused by a flood, as opposed to wind or fire damage. The building’s flood insurance policy must have been in effect during the flood. ICC payments are limited to $30,000 per structure. Claims must be accompanied by a substantial or repetitive damage determination made by the local floodplain administrator and the structure must be in an A zone.

The average claims payment in the study area is $13,724.66. With an average claim of that amount, it is not likely that many homes in the study area would sustain substantial damage from a flood event. Homeowners should make themselves aware of the approximate value of their homes, and in the case of incurring flood damage, be aware of the need for a substantial damage declaration in order to receive the ICC coverage.

Severe Repetitive Loss ICC Pilot Program: While the conventional ICC only covers buildings that are located in the Special Flood Hazard Areas (SFHA), there is a new pilot program that is aiming to target buildings not in the SFHA. Focusing specifically on Severe Repetitive Loss (SRL) buildings, this pilot program will offer ICC benefits to those SRL properties that are located in X zones and will include those SRL buildings that have grandfathered X zone rates. Under this new pilot program, the ICC benefits could be used to cover the homeowner’s 10% match in a SRL grant.

Alternative language adopted into the local floodplain management ordinance would enable residents with shallower flooding to access ICC funding. Since local ordinances determine the threshold at which substantial damage and/or repetitive claims are reached, adopting language that would lower these thresholds would benefit the homeowners of repetitive loss properties. Adopting alternative language allows for cumulative damages to reach the threshold for federal mitigation resources more quickly, meaning that some of the properties in St. Petersburg that sustain minor damage regularly would qualify for mitigation assistance through ICC.

D. Rebates: A rebate is a grant in which the costs are shared by the homeowner and another source, such as the local government, usually given to a property owner after a project has been completed. Many communities favor it because the owner handles all the design details, contracting, and payment before the community makes a final commitment. The owner ensures that the project meets all of the program’s criteria, has the project constructed, and then goes to the community for the rebate after the completed project passes inspection.

Rebates are more successful where the cost of the project is relatively small, e.g., under $5,000, because the owner is more likely to be able to afford the bulk of the cost. The rebate acts more as an incentive, rather than as needed financial support.

E. Small Business Administration Mitigation Loans: The Small Business Administration (SBA) offers mitigation loans to SBA disaster loan applicants who have not yet closed on their disaster loan. Applicants who have already closed must demonstrate that the delay in application was beyond their control.

For example, mitigation loans made following a flood can only be used for a measure to protect against future flooding, not a tornado. If the measure existed prior to the declared disaster, an SBA mitigation loan will cover the replacement cost. If the measure did not exist prior to the declared disaster the mitigation loan will only cover the cost of the measure if it is deemed absolutely necessary for repairing the property by a professional third-party, such as an engineer.
APPENDIX A: POSTCARD TO RESIDENTS

Dear Resident:

You have received this postcard because your property is in an area that is subject to repetitive flooding. The city has an active program to help you protect yourself and your property from future flooding.

City staff will visit your neighborhood soon to collect data on flooding issues. Your input is greatly appreciated. Please send flooding concerns to:
Noah.Taylor@stpete.org or call 727-893-SAVE (7283).

Be sure to include your address and contact information. Thank you for your participation.
APPENDIX B: HOMEOWNER’S COMMENTS*

Homeowner Comments from 2016

- One homeowner reported that their street must be roped off at the end because of deep water with every storm, many times deep enough to paddle a canoe. They also mentioned that an elevated house on fill that may be causing more flooding issues.
- A homeowner reported that the flooding is worse since the City put in the sea wall.
- Another homeowner mentioned that barnacles keep the back-flow preventers from doing their job.
- A homeowner reported water comes up near neighbor’s house, during excessive heavy rains,
- One homeowner reported flooding at 89th Avenue after you come off of Sunlit Cove.
- Report from homeowner mentioned that prior to storm vaults the street didn’t flood as much. Now the area is hard to access roads, both in and out. Often the street is blocked off area to flooding so vehicles can’t drive through.
- Another homeowner commented about where the seawall ends and how they made it higher, but it doesn’t help the problem.
- A homeowner mentioned that the pine trees plug up the storm drain, and the city doesn’t come out and clean enough.
- One homeowner reports that the drain at the end of Diagonal Road North, near the stop sign, often overflows and water comes in from the bay.

Homeowner Comments from 2017

- Report from homeowner that there are storm drain issues towards riverside drive. This has shifted from previously being on the Orient Way Northeast.
- Comment from homeowner that the sea wall is higher on Riverside Dr NE, vs Riverside Dr N; Homeowner suggests City having pumps to distribute water away from flooded areas into canal.
- Flooding issues observed at Tobay Rd North and 85th Ave North.
- One resident that has lived in the area since 1983, comments that the high tide is the real issue and that a storm that coincides with a high tide is when the flooding gets really bad, areas such as 80th Ave to 83rd Ave.
- Concerns about the flooding from the canal on 83rd Ave North, coming from the west. Observed that the flooding on the east side of the canal is even worse as the property is lower.

New Homeowner Comments from 2018

- During high tide 84 & 85 block of Riverside Dr N floods, even on sunny days.
- Inquiry about the possibility of raising the flood wall.

*These comments were collected while in the field and from phone calls or emails.
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-HDR/W (Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) dated December 13, 2016, for A/E to provide professional engineering services related to the Northeast Water Reclamation Facility Effluent Filtration System and Transfer Pump Station Improvements Project in an amount not to exceed $78,945.06 (Engineering Project No. 18104-111; Oracle No. 16381); and providing an effective date.

EXPLANATION: Northeast Water Reclamation Facility (“NEWRF”) is comprised of what is referred to as an “old plant” constructed in the 1950’s and the “new plant” built in the late 1970’s. The effluent from the secondary clarifier of the “old plant” flows by gravity to the “old plant transfer station” which pumps water to the existing deep bed filters. Variable frequency drives (VFDs) pumps are used to control speed and maintain a constant water level in the basin. The “new plant” has a similar configuration and the combined effluent from the secondary clarifiers flows into the existing deep bed multimedia filters.

On December 13, 2016, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) entered into architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

Task Order No. 16-01-HDR/W in the amount of $78,945.06 shall provide professional engineering services including but not limited to review options and provide recommendations to either refurbish the existing deep bed filters or replace with alternate technology; this will also include a study to evaluate the hydraulic profile through the transfer pump station(s) to evaluate if either pump stations could be bypassed.

Task Order No. 16-01-HDR/W includes the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Description</th>
<th>Cost (New)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-01-HDR/W</td>
<td>Data Collection</td>
<td>$15,397.40</td>
</tr>
<tr>
<td></td>
<td>Condition Assessment and Recommendations</td>
<td>$23,987.32</td>
</tr>
<tr>
<td></td>
<td>Filter Technology and Plant Hydraulic Evaluation</td>
<td>$15,298.62</td>
</tr>
<tr>
<td></td>
<td>Filter Technology and Plant Hydraulic Memorandum</td>
<td>$14,261.72</td>
</tr>
<tr>
<td></td>
<td>Allowance</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Contract Administration/ Inspection/Misc.</td>
<td>$7,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total A/E</strong></td>
<td><strong>$68,945.06</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total Allowance</strong></td>
<td><strong>$10,000.00</strong></td>
</tr>
<tr>
<td></td>
<td>**Total Contract Administration/ Inspection/Misc.</td>
<td><strong>$7,000.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total Project Cost</strong></td>
<td><strong>$85,945.06</strong></td>
</tr>
</tbody>
</table>
Following recommendations and conceptual costs estimates, A/E services for design phase will be provided to Council for approval.

RECOMMENDATION: Administration recommends Mayor or his designee to execute Task Order No. 16-01-HDR/W (Task Order”) to the Architect/Engineering Agreement between the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) dated December 13, 2016, for A/E to provide professional engineering services related to the Northeast Water Reclamation Facility Effluent Filtration System and Transfer Pump Station Improvements Project in an amount not to exceed $78,945.06 (Engineering Project No. 18104-111; Oracle No. 16381); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF NE Add E. Filter FY18 Project (16381).

ATTACHMENTS: Resolution
Task Order No. 16-01-HDR/W

APPROVALS: [Signatures]
Administrative
Budget
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-01-HDR/W (TASK ORDER”) TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND HDR ENGINEERING, INC. (“A/E”) DATED DECEMBER 13, 2016, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE NORTHEAST WATER RECLAMATION FACILITY EFFLUENT FILTRATION SYSTEM AND TRANSFER PUMP STATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $78,945.06 (ENGINEERING PROJECT NO. 18104-111; ORACLE NO. 16381); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) entered into an architect/engineering agreement on December 13, 2016, for A/E to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-01-HDR/W in the amount not to exceed $78,945.06 for A/E to provide various options to either refurbish the existing deep bed filters or replace with alternate technology and conduct a study to evaluate the hydraulic profile through the transfer pump station(s) to determine if either pump station could be bypassed for the Northeast Water Reclamation Facility Effluent Filtration System and Transfer Pump Station Improvements Project.

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-HDR/W to the architect/engineering agreement between the City of St. Petersburg, Florida (City) and HDR Engineering, Inc. (A/E) dated December 13, 2016, for A/E to provide professional engineering services related to the Northeast Water Reclamation Facility Effluent Filtration System and Transfer Pump Station Improvements Project in an amount not to exceed $78,945.06.

This resolution shall become effective immediately upon its adoption.

Approved by:  
Approved by:

Brijesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director

City Attorney (Designee)  
00378403
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: HDR Engineering, Inc.
Task Order No. 16-01-HDR/W in the amount of $82,734.07

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 evaluation of plant hydraulics and filtration options.

HDR Engineering, Inc. has significant experience in the treatment plant design, hydraulics and modeling.

HDR Engineering, Inc. has satisfactorily completed similar work for other Agencies.

This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
ATTACHMENT A

Transaction Report
for
HDR Engineering, Inc.
Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects
A/E Agreement Effective - December 13, 2016
A/E Agreement Expiration - November 2, 2020

<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>18104-111</td>
<td>Northeast Water Reclamation Facility Effluent Filtration System and Transfer Pump Station Improvements</td>
<td>Pending</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total: 0.00
This Task Order No. 16-01-HDR/W is made and entered into this _____ day of ________________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between HDR Engineering, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The North East Water Reclamation Facility (NEWRF) is comprised of an "old plant" from the 1950s and a "new plant" that was built late 1970s. The "old plant" secondary effluent flows by gravity to the "old plant transfer station" to pump the water to the existing deep bed filters. The pumps are on variable frequency drives (VFDs) and their speed is controlled to maintain a constant water level in the pump station basin. The "new plant" has a similar setup and the combined secondary effluent flows into the existing deep bed multimedia filters. The scope of this project is to provide recommendations on options for the filters; either refurbish existing filters or replace with alternate technology. Based upon filter recommendations, this study will also evaluate the hydraulics of the transfer pump station(s) to evaluate if either of these pump stations could be eliminated. If the transfer pump stations are required, recommendations on necessary repair or refurbishment of the pump station(s) and the associated piping will be provided.

II. SCOPE OF SERVICES

Task 1 – Project Management, Coordination and Data Collection

1.1 Project Meetings and Coordination
The A/E shall prepare and attend up to three (3) project meetings to review the progress of the project and coordinate with the City. The anticipated project meetings are as follows:
- Project Kick-Off Meeting
- Review of Proposed Filter Technology Options, Plant Hydraulics, and Review of Proposed Rehab vs. Replace Equipment
- Draft Report Findings Comment Resolution

1.2 Monthly Progress Reports, Invoicing and Schedule Management
The A/E shall prepare monthly progress reports to accompany monthly invoices. The progress reports will also include a schedule update and review.

1.3 Data Collection/Review
The following information will be provided by the City to the A/E for review:
• Design Flows and Loads to be considered for the two pump stations and filter evaluation. Design flows should include at a minimum current annual average flow, plant ultimate design annual average flow, maximum month flow, peak week flow, peak day flow and peak hourly flow. Loads to include load into the filters for solids content at the different flow conditions previously described in this paragraph.
• Record drawings of the NEWRF for the two pump stations and filters as well as upstream processes to evaluate the plant hydraulic grade line.
• Griscomb Smith Report Study dated March 8, 2018 regarding "new plant" pump station and filter evaluation.
• “Old plant” and "new plant" transfer pump shop drawings, operations and maintenance manuals, vibration test data, natural frequency test data (also called bump test).
• Record drawings for the Southwest and Northwest filter configuration and associated construction costs for the multimedia filters, the disc filters and the influent splitter box to the multimedia and disc filters.
• Any other relevant studies, reports, drawings related to the facilities evaluated in this scope of services.

Task 2 – Rapid Condition Assessment and Recommendation for Rehab. Vs. Replace

2.1 Data Collection/Review
The City will provide the A/E with records of equipment break/rehab/repair history, visual inspections, asset management records, geotechnical data/reports, cathodic protection plans, corrosion reports and any other records that will help in the determination for rehabilitation or replacement of equipment prior to the A/E visual inspection and site visit.

If during the visual inspection it is deemed valuable to take and review basin concrete core samples and/or piping coupons for adequate condition assessment review, the recommendation will be made at that time and this additional scope will be discussed with the City.

2.2 Visual Inspection and Site Visit
The A/E shall perform a visual inspection of the existing “old plant” transfer station and the filters to determine the condition of the equipment and facility. Additionally, A/E will review provided Griscomb Smith report on "new plant" transfer pump station where it is assumed a recommendation has already been made for repair/replacement. Based on the determination of need for the pump stations in the future, A/E will provide recommendations for rehabilitation or replacement of equipment for the "old plant" transfer station. The "new plant" recommendation for rehabilitation or replacement will follow the recommendation made in the Griscomb Smith report.

Rather than exposing the piping from the "old plant" transfer station to the filters, the A/E will perform an over-the-line survey to evaluate the condition of the pipe exterior. This survey will consist of an electromagnetic survey (Emag), three (3) Wenner Four Pin soil resistivity tests (supplementary to Emag). Wenner Four Pin tests will be performed at the locations where Emag testing illustrated irregular values or could not be performed. This
method does not require any excavation. Soil sample laboratory analysis may be performed based on above test results; this is cost is not included in the A/E’s current fee but could be performed within the allowance if deemed necessary. It is anticipated due to the material, age, soil and groundwater conditions, that this survey results will indicate this pipe should be replaced. Should that not be the case, the City could consider spot excavations of the pipe to test pipe thickness to account for internal corrosion that won’t be detected by an over-the-line survey. This cost is not included in the A/E’s current fee.

At the time of the visual inspection site visit, the A/E will meet with the City operations staff to discuss facility needs and standard practices and review existing practices for operations, maintenance and asset management.

2.3 Rehab vs. Replacement Recommendation

The A/E will summarize the findings/observations and data collected in an excel spreadsheet. The spreadsheet shall provide a list of equipment/structures recommended for rehabilitation vs. replacement. Photographs from the inspection will be organized and cataloged to coordinate with the spreadsheet.

Following the filter option review and plant hydraulics evaluations (Task 3), the findings in this spreadsheet and Grissom Smith’s report will be discussed with the City to ensure agreement between parties prior to developing the Technical Memorandum (Task 4).

Task 3 – Filter Technology Option and Plant Hydraulic Evaluation

The A/E will evaluate up to three (3) combinations of plant hydraulics and filter technology options. The focus will be to try to eliminate, if possible, one (1) or two (2) of the pump stations. For the up to three (3) options, the A/E will prepare:

- A hydraulic profile: hydraulic profile will start at the secondary clarifiers and end at the filters.
- A plan view and section view of the filter options.
- A budget level cost estimate with contingency for the up to three (3) options.

Task 4 – Filter Technology Options and Plant Hydraulics Technical Memorandum

The A/E will summarize the above information in a Technical Memorandum (TM). This TM will include: back-up calculations related to the hydraulic profiles, details on the filter technology options and costs and documentation from rapid condition assessment.

Assumptions:

- The A/E’s rapid condition assessment will be based on exterior inspection, review of existing inspection reports and operations staff input.
- Basin concrete core samples and/or piping coupons for adequate condition assessment review are not included in this scope of services.
- The A/E will not inspect the “new plant” transfer station or provide a recommendation for rehabilitation or replacement for this equipment.
• No survey, subsurface utility engineering (SUE) or geotechnical services are included in the scope of services.
• It is assumed that no cathodic protection is provided for the pipeline from the “old plant” transfer station to the filters.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed (NTP). This schedule assumes the City provides comments on draft deliverables and responds to information requests within one week.

<table>
<thead>
<tr>
<th>Event</th>
<th>No Later than X Weeks from NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kick-Off meeting with the City</td>
<td>1</td>
</tr>
<tr>
<td>Data Collection as described in Tasks 1.3 and 2.1 shall be provided to A/E</td>
<td>2</td>
</tr>
<tr>
<td>Visual Inspection and Site Visit</td>
<td>3</td>
</tr>
<tr>
<td>Draft Rehab. Vs. Replacement Draft Spreadsheet</td>
<td>6</td>
</tr>
<tr>
<td>Review Meeting of Proposed Filter Technology Options and Plant Hydraulics with City</td>
<td>10</td>
</tr>
<tr>
<td>City Comments on Hydraulics, Options and Rehab vs Replacement</td>
<td>11</td>
</tr>
<tr>
<td>Draft Filter Technology Options and Plant Hydraulics TM</td>
<td>15</td>
</tr>
<tr>
<td>City Comments Meeting on Draft TM (all comments provided to A/E)</td>
<td>16</td>
</tr>
<tr>
<td>Final Filter Technology Options and Plant Hydraulics TM</td>
<td>18</td>
</tr>
</tbody>
</table>

IV. A/E’S RESPONSIBILITIES

As described in the Scope of Services above.

V. CITY’S RESPONSIBILITIES

As described in the Scope of Services above.

VI. DELIVERABLES

• Draft Filter Technology Options and Plant Hydraulics Technical Memorandum; PDF format submitted via email

• Final Filter Technology Options and Plant Hydraulics Technical Memorandum; PDF format submitted via email

VII. A/E’S COMPENSATION
For Tasks 1 through 4, the City shall compensate the A/E the lump sum amount of $68,945.06.

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

The total Task Order amount is $78,945.06, per Appendix A.

VIII. PROJECT TEAM

A/E, no subconsultants.

- Project Manager – Marie Pellegrin, PE
- Project Engineers – Heather Manganiello, PE; Julie Florez, EI; Mersedeh Akhoondan, PE; Jose Gonzalez, PE
- QA/QC – John Plattsmler, PE; John Koch, PE

IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ________________________________________
    Chandrahasa Srinivasa
    City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: ________________________________________

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

By: ________________________________________
    City Attorney (Designee)

__________________________________________
(HDR Engineering, Inc.)

By: ________________________________________
    (Signature)
    Carol C. Wonska
    (Christian Engineer, Vice President)

Date: 4. 13-18

WITNESSES:

By: ________________________________________
    (Signature)
    Judith A. Mack Adams
    (Printed Name)

By: ________________________________________
    (Signature)
    Christine E. Eckerfield
    (Printed Name)
## I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rate Classifications</th>
<th>Company Officer</th>
<th>Engineer/Scientist I</th>
<th>Engineer/Scientist II</th>
<th>Engineer/Scientist III</th>
<th>Engineer/Scientist IV</th>
<th>Engineer/Scientist V</th>
<th>Engineer/Scientist VI</th>
<th>Engineering Assistant</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Salary</td>
<td>$84.90</td>
<td>$120.02</td>
<td>$86.49</td>
<td>$79.02</td>
<td>$50.38</td>
<td>$58.70</td>
<td>$44.13</td>
<td>$29.62</td>
<td>$94.08</td>
<td>$29.62</td>
</tr>
<tr>
<td>Multiplier/Overhead (LSO)</td>
<td>$197.22</td>
<td>$22.04</td>
<td>$164.08</td>
<td>$146.18</td>
<td>$93.99</td>
<td>$136.43</td>
<td>$81.89</td>
<td>$48.40</td>
<td>$82.89</td>
<td>$35.25</td>
</tr>
<tr>
<td>Profit Pct.</td>
<td>$16.96</td>
<td>$23.95</td>
<td>$17.77</td>
<td>$10.00</td>
<td>$11.82</td>
<td>$8.81</td>
<td>$5.93</td>
<td>$0.90</td>
<td>$5.96</td>
<td>$5.40</td>
</tr>
<tr>
<td>Billing Rate</td>
<td>$259.15</td>
<td>$266.01</td>
<td>$270.87</td>
<td>$249.98</td>
<td>$183.29</td>
<td>$182.07</td>
<td>$134.39</td>
<td>$105.65</td>
<td>$91.07</td>
<td>$62.64</td>
</tr>
</tbody>
</table>

### Task
1. Project Management, Coordination and Data Collection
   - 4
   - 28
   - 20
   - 4

2. Rapid Condition Assessment and Recommendation for Rehab. Vs. Replace
   - 12
   - 4
   - 8
   - 16
   - 12
   - 24
   - 6
   - 8

3. Filter Technology Options and Plant Hydraulic Evaluation
   - 4
   - 8
   - 4
   - 8
   - 118

4. Filter Technology Options and Plant Hydraulic Technical Memorandum
   - 4
   - 8
   - 4
   - 8
   - 104
   - 34,161.72

Totals: 4

### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Markup on Subconsultant Services</th>
<th>Total Cost With Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$15,147.60</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$15,297.60</td>
</tr>
<tr>
<td>2</td>
<td>$20,987.32</td>
<td>$500.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$21,537.32</td>
</tr>
<tr>
<td>3</td>
<td>$15,048.62</td>
<td>$200.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$15,298.62</td>
</tr>
<tr>
<td>4</td>
<td>$14,161.72</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$14,261.72</td>
</tr>
<tr>
<td>Total</td>
<td>$65,345.06</td>
<td>$1,300.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$66,845.06</td>
</tr>
</tbody>
</table>

### III. Fee Limit

- Lump Sum Cost: $66,845.06
- Allowance: $10,000.00
- Total: $76,845.06

### IV. Notes:
1. Rate x overhead + profit (per contract).
2. Includes expenses for printing, mailing, postage, travel for corrosion engineers, shipping for equipment.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Hydra Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Company, LLC dba Hudson Pump & Equipment; Xylem Water Solution Florida, LLC; and Altec Inc. dba Digital Control Company, sole source providers, for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,860,000.

Explanation: On July 23, 2015, City Council approved five, three-year agreements for pumps, pump parts and repair services through June 30, 2018. The agreements have two, one-year renewal options. This is the first renewal.

Additional allocation is not requested for the first renewal. The costs for services required through the balance of this renewal will not exceed the previously approved allocation amount.

The vendors furnish new ABS, Aurora, Moyno, ITT A-C (Allis Chalmers), ITT Goulds and ITT Water & Wastewater Flygt pumps and specialized pump controllers, bubblers and pump parts at water reclamation facilities and lift stations. Pump types include circulating, portable, stationary, centrifugal, diaphragm, hydraulic, propeller, injector, rotary submersible, surface-mounted sewage, sludge, sump and well pumps. The vendors also provide software support for their respective pumps. Pumps will be purchased based on various discounts.

The Procurement Department, in cooperation with the Water Resources Department, recommends for award:

- Altec Inc., dba Digital Control Company (Tampa, FL)
- Carl Eric Johnson, Inc. (Lawrenceville, GA)
- Hydra Service(s), Inc. (Warrior, AL)
- Tencarva Machinery Company, LLC dba Hudson Pump & Equipment (Greensboro, NC)
- Xylem Water Solution Florida, LLC (Apopka, FL)

<table>
<thead>
<tr>
<th>Original agreement amount</th>
<th>$1,860,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st renewal</td>
<td>0</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$1,860,000</td>
</tr>
</tbody>
</table>

The vendors have agreed to renew under the same terms and conditions. Administration recommends renewal of the agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract.

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. The renewals will be effective from date of approval through June 30, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), and the Water Resources Capital Projects Fund (4003).

Attachments: Sole Sources (5 pages)

Resolution

Approvals:
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

<table>
<thead>
<tr>
<th>Department:</th>
<th>Water Resources</th>
<th>Requisition No.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td>X Sole Source</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Proposed Vendor:** Altec Corporation dba Digital Controls Company

**Estimated Total Cost:** $20,000 (per each year)

**Description of Items (or Services) to be purchased:** Dedicated pump controllers, RTU'S, level sensing equipment and parts, service repair for pump controllers, RTU’S and level sensing Systems.

**Purpose of Function of items:** This equipment is part of an extensive system that controls Pumps, collects data and notifies us of lift station alarms.

**Justification for Sole Source of Proprietary specification:**

1. Other similar equipment is not interchangeable with this equipment.

2. 

3. 

4. 

5. 

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

Charles R. Wise  
WRF Manager  

Jane Fall  
Department Director

Louis Moore, Director  
Purchasing and Materials Management

5/11/2018  
Date  

05-11-2018  
Date  

25/7/18  
Date  

5/8/18  
Date
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources
Requisition No. N/A

Check One: X Sole Source

Proposed Vendor: Carl Eric Johnson (Moyno)

Estimated Total Cost: $150,000 (per each year)

Description of Items (or Services) to be purchased:
Moyno Pumps, Pump Parts and Repair Services.

Purpose of Function of items:
N/A

Justification for Sole Source of Proprietary specification:
1 Carl Eric Johnson is the OEM supplier for Moyno Pumps.
2 Carl Eric Johnson can supply the proper parts from records they have for our pumps.
3 Purchase from Carl Eric Johnson will not require additional charges for modifications and testing.
4 Carl Eric Johnson parts and pumps will match the other existing pumps and will be a direct replacement.
5 Carl Eric Johnson is the sole legal provider of OEM parts and service for Moyno pumps in the Central Florida Area.

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

Charles R. Wise
WRF Manager

Date 5/11/2018

Director

Date 05-11-2018

Administrator/Chief

Date 05/17/18

Louis Moore, Director

Purchase and Materials Management

Date 5/22/18
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

<table>
<thead>
<tr>
<th>Department:</th>
<th>Water Resources</th>
<th>Requisition No.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Sole Source</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Vendor:</td>
<td>Hydra Services Inc. (ABS Pumps Sulzer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Cost:</td>
<td>$150,000 (per each year)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Items (or Services) to be purchased:

ABS Pumps, Pump, Parts & Repair Services

Purpose of Function of items:
Pumps are primarily used in lift stations throughout the City and all three of our Water Reclamation Facilities. These pumps pump wastewater and recycle water.

Justification for Sole Source of Proprietary specification:

1. Hydra Services Inc. is the OEM supplier for ABS Pumps.
2. Hydra Services Inc. can supply the proper parts from records they have for our existing pumps.
3. Purchase from Hydra Services Inc will not require additional charges for modifications and testing.
4. Hydra Services Inc. parts and pumps will match the other existing pumps and will be a direct replacement.
5. Hydra Services Inc. is the sole legal provider of OEM parts and service for ABS Pumps in the State of Florida.

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

Charles R. Wise
WRF Manager

Date 5/11/2018

Date 05-11-2018

Date 05/17/18

Date 5/22/18

Administrator/Chief

Louis Moore, Director
Purchasing and Materials Management
REQUEST FOR SOLE SOURCE

Department: Water Resources
Requisition No.: N/A

Check One: X Sole Source
Proprietary Specifications

Proposed Vendor: Tencarva dba Hudson Pump

Estimated Total Cost: $100,000 (per each year)

Description of Items (or Services) to be purchased:
ITT Allis-Chalmers & ITT Goulds Pumps, Pump Parts & Repair Services

Purpose of Function of items:
N/A

Justification for Sole Source of Proprietary specification:

1. Tencarva is the OEM supplier for ITT Allis-Chalmers (A-C) pumps, Goulds Pumps And Gorman Rupp Pumps.
2. Tencarva can supply the proper parts from records they have for our pumps.
3. Purchase from Tencarva will not require additional charges for modifications and testing.
4. Tencarva parts, pumps will match the other existing equipment and will be a direct replacement.
5. Tencarva is the sole legal provider of OEM parts and service for Allis-Chalmers A-C, Goulds, Gorman Rupp pumps in the State of Florida.

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

Charles B. Wise
WRF Manager

Date 5/11/2018

Department Director

Date 5/11/2018

Administrator/Chief

Date 5/17/18

Louis Moore, Director
Purchasing and Materials Management

Date 5/22/18
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources
Requisition No. N/A

Check One: X Sole Source
Proprietary Specifications

Proposed Vendor: Xylem (ITT-FLYGT)

Estimated Total Cost: $200,000 (per each year)

Description of Items (or Services) to be purchased:

ITT-FLYGT Pumps, Pump Parts & Repair Services

Purpose of Function of items:

N/A

Justification for Sole Source of Proprietary specification:

1. Xylem is the OEM supplier for ITT-FLYGT pumps
2. Xylem can supply the proper parts from records they have for our existing pumps.
3. Purchase from Xylem will not require additional charges for modifications and testing.
4. Xylem parts, pumps will match the other existing equipment and will be a direct replacement.
5. Xylem is the sole legal provider of OEM parts and service for Flygt pumps in the State of Florida.

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

Charles R. Wise
WRF Manager

Joe Hille
Department Director

Administrator/Chief
Louis Moore, Director
Purchasing and Materials Management
RESOLUTION NO.__________

A RESOLUTION APPROVING THE FIRST RENEWAL OPTION OF THE BLANKET PURCHASE AGREEMENT WITH HYDRA SERVICE(S), INC., CARL ERIC JOHNSON, INC, TENCARVA MACHINERY COMPANY, LLC DBA HUDSON PUMP & EQUIPMENT, XYLEM WATER SOLUTION FLORIDA, LLC AND ALTEC INC., DBA DIGITAL CONTROL COMPANY FOR PUMPS, PUMP PARTS AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT; FOR A TOTAL CONTRACT AMOUNT NOT EXCEED $1,860,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2015, City Council approved the award of five, three-year blanket purchase agreements ("Agreements") with two one-year renewal options; and

WHEREAS, Administration desires to exercise the first renewal option; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Water Resources Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first renewal option of the blanket purchase agreement with Hydra Service(s), Inc., Carl Eric Johnson, Inc., Tencarva Machinery Company, LLC dba Hudson Pump & Equipment, Xylem Water Solution Florida, LLC and Altec, Inc., dba Digital Control Company, for pumps, pump parts and repair services for the Water Resources Department; for a total contract amount not to exceed $1,860,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00379068
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc., dba TAW Tampa Service Center for pumps, pump parts and repair services, for the Water Resources Department, for a total contract amount of $1,500,000.

Explanation: On July 23, 2015, City Council approved two, three-year agreements for pumps, pump parts and repair services through June 30, 2018. The agreements have two, one-year renewal options. This is the first renewal.

Additional allocation is not requested for the first renewal. The costs for services required through the balance of this renewal will not exceed the previously approved allocation amount.

The vendors furnish, replace and install circulating, portable, stationary, centrifugal, diaphragm, hydraulic, propeller, injector, rotary submersible, surface mounts sewage, sludge, sump and well pumps. They also provide onsite service and software support for approximately 424 pumps at the water reclamation facilities and lift stations. Pumps will be purchased based on various discounts.

The Procurement Department, in cooperation with the Water Department, recommends for renewal:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pumps, Pump Parts and Repairs</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

John Mader Enterprises, Inc., dba Mader Electric and Tampa Armature Works, Inc., dba TAW Tampa Service Center have agreed to renew under the terms and conditions of Bid No. 5719, dated May 12, 2015. Administration recommends renewal of the agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewals will be effective from the date of approval through June 30, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001) and the Water Resource Capital Projects Fund (4003).

Attachments: Bid Tabulation
             Resolution

Approvals: Administrative
           Budget

[Signatures]
City of St. Petersburg
Bid Tabulation
Procurement Supply Management

John Mader Enterprises, Inc. dba Tampa Armature Works, Inc. dba Mader Electric Motors
Ft. Meyers, FL
Terms: Net 30 Days
Delivery: 5 Days

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Labor Rate for Work Performed at Contractor's Facility:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mechanic, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>640</td>
<td>HR</td>
<td>$45.00</td>
<td>$28,800.00</td>
<td>$55.00</td>
<td>$41,600.00</td>
</tr>
<tr>
<td>2</td>
<td>Mechanic, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>200</td>
<td>HR</td>
<td>50.00</td>
<td>10,000.00</td>
<td>75.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Mechanic, City Holiday, Saturday, Sunday</td>
<td>100</td>
<td>HR</td>
<td>60.00</td>
<td>5,000.00</td>
<td>90.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Machinist, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>350</td>
<td>HR</td>
<td>40.00</td>
<td>14,000.00</td>
<td>65.00</td>
<td>22,750.00</td>
</tr>
<tr>
<td>5</td>
<td>Machinist, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>40.00</td>
<td>4,000.00</td>
<td>75.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>6</td>
<td>Machinist, City Holiday, Saturday, Sunday</td>
<td>500</td>
<td>HR</td>
<td>40.00</td>
<td>20,000.00</td>
<td>90.00</td>
<td>45,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Welder, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>250</td>
<td>HR</td>
<td>25.00</td>
<td>6,250.00</td>
<td>65.00</td>
<td>16,250.00</td>
</tr>
<tr>
<td>8</td>
<td>Welder, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>30.00</td>
<td>3,000.00</td>
<td>75.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>9</td>
<td>Welder, City Holiday, Saturday, Sunday</td>
<td>50</td>
<td>HR</td>
<td>30.00</td>
<td>1,500.00</td>
<td>90.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td>10</td>
<td>Laborer, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>15.00</td>
<td>1,500.00</td>
<td>50.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Laborer, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>15.00</td>
<td>1,500.00</td>
<td>65.00</td>
<td>6,500.00</td>
</tr>
<tr>
<td>12</td>
<td>Laborer, City Holiday, Saturday, Sunday</td>
<td>50</td>
<td>HR</td>
<td>15.00</td>
<td>750.00</td>
<td>90.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td></td>
<td>Labor Rate for Work Performed at City's Facility:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Mechanic, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>320</td>
<td>HR</td>
<td>65.00</td>
<td>20,800.00</td>
<td>65.00</td>
<td>20,800.00</td>
</tr>
<tr>
<td>14</td>
<td>Mechanic, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>75.00</td>
<td>7,500.00</td>
<td>75.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>15</td>
<td>Mechanic, City Holiday, Saturday, Sunday</td>
<td>50</td>
<td>HR</td>
<td>75.00</td>
<td>3,750.00</td>
<td>97.00</td>
<td>4,850.00</td>
</tr>
<tr>
<td>16</td>
<td>Machinist, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>150</td>
<td>HR</td>
<td>35.00</td>
<td>5,250.00</td>
<td>65.00</td>
<td>9,750.00</td>
</tr>
<tr>
<td>17</td>
<td>Machinist, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>35.00</td>
<td>3,500.00</td>
<td>75.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>18</td>
<td>Machinist, City Holiday, Saturday, Sunday</td>
<td>250</td>
<td>HR</td>
<td>35.00</td>
<td>8,750.00</td>
<td>105.00</td>
<td>26,250.00</td>
</tr>
<tr>
<td>19</td>
<td>Welder, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>125</td>
<td>HR</td>
<td>30.00</td>
<td>3,750.00</td>
<td>65.00</td>
<td>8,125.00</td>
</tr>
<tr>
<td>20</td>
<td>Welder, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>50</td>
<td>HR</td>
<td>30.00</td>
<td>1,500.00</td>
<td>75.00</td>
<td>3,750.00</td>
</tr>
<tr>
<td>21</td>
<td>Welder, City Holiday, Saturday, Sunday</td>
<td>100</td>
<td>HR</td>
<td>30.00</td>
<td>3,000.00</td>
<td>97.00</td>
<td>9,700.00</td>
</tr>
<tr>
<td>22</td>
<td>Laborer, 7:00 a.m. - 5:00 p.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>15.00</td>
<td>1,500.00</td>
<td>65.00</td>
<td>6,500.00</td>
</tr>
<tr>
<td>23</td>
<td>Laborer, 5:01 p.m. - 7:59 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>15.00</td>
<td>1,500.00</td>
<td>75.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>24</td>
<td>Laborer, City Holiday, Saturday, Sunday</td>
<td>50</td>
<td>HR</td>
<td>15.00</td>
<td>750.00</td>
<td>90.00</td>
<td>4,500.00</td>
</tr>
</tbody>
</table>

Total: $157,850.00
Total: $301,825.00
RESOLUTION NO. ____________

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENTS WITH JOHN MADER ENTERPRISES, INC. DBA MADER ELECTRIC AND TAMPA ARMATURE WORKS, INC. DBA TAW TAMPA SERVICE CENTER FOR PUMPS, PUMP PARTS, AND REPAIR SERVICES; PROVIDING THAT THE TOTAL AMOUNT FOR SUCH AGREEMENTS SHALL NOT EXCEED $1,500,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2015, City Council approved the award of two three-year agreements ("Agreements") with two one-year renewal options to John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc. dba TAW Tampa Service Center ("Vendors") for pumps, pump parts, and repair services for the Water Resources Department pursuant to Bid No. 5719 dated May 12, 2015; and

WHEREAS, Administration desires to exercise the first one-year renewal option to extend the term of the Agreements until June 30, 2019; and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of Bid No. 5719; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Water Resources Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal option to the agreements with John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc. dba TAW Tampa Service Center for pumps, pump parts, and repairs are hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for such agreements shall not exceed $1,500,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
Exhibit A
Pinellas Hope Revised Methodology
RFP 2014-102
Financing Permanent Supportive Housing for
High Need/High Cost Chronically Homeless Person

Catholic Charities, Diocese St. Petersburg, Inc. is pleased to resubmit this revised methodology section of the above awarded contract per requirements for closing of the loan for the 45 unit permanent supportive housing project called Pinellas Hope V. Feedback from the Florida Housing Finance Corporation and state agency partners has led to several adjusted, streamlined, and improved processes, as well as a new research collaboration which will be discussed below. In addition, this methodology follows closely other approved cost/benefit projects conducted nationally and within the State of Florida.

I. **Objective**

The objective of the study will be to determine the cost/benefit of permanent supportive housing for high need/high cost chronically homeless persons residing in Pinellas Hope V, a 45 unit permanent supportive housing facility to be located in the St. Petersburg, FL community.

II. **Questions**

The questions this research will be studying are:

1. For the study population, what are the annual costs in public expenditures connected with their use of public systems such as jails, emergency rooms, crisis units, shelters, nursing homes/Assisted Living Facilities, long term care facilities, and other institutions?
2. For the study population, what are the cost benefits by providing this housing option, and is this more cost effective than providing little, if any coordinated housing or service intervention?
3. For the study population, what are the socio-economic and behavioral outcomes for all residents of this housing option over the course of the occupancy (i.e. are resident outcomes improved)?

III. **Proposed Methodology—Study Design**

This is a pre-post, repeated measures study design capturing baseline data of cost/benefit and socio-economic-behavioral outcomes for those individuals entering into Pinellas Hope V and comparing these data variables at set time points throughout the study period. Aggregate data from various data sources (discussed below) will be used to answer the above questions regarding the overall cost/benefit of the project.

To provide information for how demographic and cost data will be collected, the methodology for identifying participants and data sources will be discussed below. Standard
demographic information, available on intake forms, will be collected to include, but not limited to: race/ethnicity, national origin, age, gender, sexual orientation, education level, marital status, number of children, veteran status, housing history, work history, income and benefits, social supports, and health data including primary health care status, addiction history, and mental health status.

a. Participant Selection

This project is for Pinellas Hope V, a permanent supportive housing development of 45 units for high need/high cost chronically homeless persons. Priority for admission to Pinellas Hope V will be given to highly vulnerable and high system usage homeless adults/residents seeking housing. Priority status will be determined using the Pinellas County Coordinated Entry List, which includes completion of Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT), essential service provider input such as homeless outreach team members, and Pinellas Hope staff. All potential residents have the right to refuse housing at PHV. Efforts to reengage those who decline will continue.

In summary, priority of resident placement is determined through:

1. Placement on the Pinellas County Coordinated Entry System
2. Service provider input
3. Pinellas Hope staff recommendation.

Once individuals are identified, it is expected that they will remain in this housing situation for the duration of the study period. If a resident is unable to stay within the unit, another high need/high cost homeless individual will take up residence in the unit per the process described above. Residents who remain housed at Pinellas Hope V will be followed for the duration of the study. However, it is expected that there will be residents who do not want to continue to live in the community. Unsuccessful departures include those who are arrested, fail to meet residency requirements and are subject to eviction, and those who leave, disappear and/or become homeless again.

b. Data Sources

Data collection will begin once all residents are in place, or with those in residence in November 2017, and continue until the end of the study period approximately 30 months. It is expected that client level data will be collected at baseline, 6, 12, 24, 30 months until the close of the study. Data on residents will be collected using the internal case management tools, and other electronic health records, and cross referenced with other administrative files. Appropriate statistical analysis to address the research questions will be employed such as dependent t-tests and the equivalent logistic or Poisson procedure for dichotomous or count metrics respectively.

Depending on if residents are willing to participate in the following, individual meetings or very small groupings (2-3 residents) with residents will be scheduled to get resident feedback on their living situation and issues that may not be captured by the standardized tools or case management meetings. This qualitative data will help to alert Catholic Charities to strengths, challenges, or unintended consequences of living in the housing unit. Dr. Fogel will participate and, if other study members participate, supervise this data effort and provide overviews and themes of emerging issues.
Cost data will be collected following a process similar to what will be followed by another project funded by this RFP. The methodology to use for this project was suggested by the University of South Florida's (USF) Policy and Services Research Data Center (PSRDC), in the Department of Mental Health Law and Policy at the Louis de la Parte Florida Mental Health Institute (FMHI) which will now join with this project to provide the cost/benefit data and analysis and also provide the master index of high needs/high cost individuals.

**Cost data collection:** Policy and Services Research Data Center (PSRDC) has previously established agreements with the below sources to attain data for other similar studies. However, for this study, agreements will need to be expanded and/or executed anew in order to apply to this initiative. This includes the Pinellas County Data Collaborative. Because USF has previously executed data sharing agreements with these entities, the process and contact persons are already established.

- Florida Department of Children and Families (DCF/IDS) – SAMHIS mental health and substance abuse service events
- Florida Department of Children and Families – State mental hospital stays
- Florida Agency for Health Care Administration (AHCA) – Medicaid claims
- Florida Baker Act Initiations (BA) – 72 hour involuntary psychiatric evaluations
- Florida Department of Corrections (DOC) – State prison, probation
- Department of Law Enforcement (FDLE) – Statewide arrests
- Pinellas County Criminal Justice Information System (CJIS) – County arrests
- Florida Department of Health (DOH) – Deaths with causes
- Pinellas County Emergency Medical Services (EMS)

**Costs prior to living in Pinellas Hope V:** Following the process from the other funded projects, Policy and Services Research Data Center (PSRDC) will establish the annual cost of public services for those living in Pinellas Hope V by adding up the cost of each recognized contact with any public system. Rubrics that specify the costs associated with each interaction type will be developed based on the data sources. A flat rate per interaction by type of service contact will be developed based on rates provided by that service institution (i.e. jails), or actual known costs (Medicaid), or known average costs. These costs will then be matched and added up for each individual on the master index.

**Cost to public systems after placement in Pinellas Hope V:** Following the process from the other funded project, PSRDC will utilize the same administrative data utilized to establish pre-placement costs and match post housing service interactions by residents in Pinellas Hope V. In addition, case files will be reviewed and matched with available system level data. It is expected that Pinellas Hope V case managers will know of many, if not all, of the situations when a resident may encumber a public service cost.

**Additional costs:** It is expected that initial costs related to the relocation and integration of the residents will increase as public services and organizational costs (Catholic Charities) are utilized to initially intervene with the residents in order to promote stability and long term positive outcomes. Catholic Charities will provide available internal costs, if applicable, and other new service costs will be determined based on the rubrics described above.

It is important to emphasize the difference between costs associated with housing residents (i.e. “Housing First”) and those costs associated with providing a comprehensive array
of services for highly vulnerable and high need clients/residents. Housing costs rely on a landlord/tenant relationship. Service costs for high vulnerability clients include behavioral health services and treatment, substance abuse services and treatment, medication management, case management, life and employability skills training, GED, education and certification training and other services. Most of these services are provided by outside organizations that co-locate staff at PHV to assist with serving this populations. In addition, most of these organizations are significantly underfunded and this create challenges for addressing the acute needs of this highly vulnerable population. Co-located services provided by other organizations will be documented and estimates of service costs to this population will attempt to be made.

**Entities performing demographic and cost data collection:** This study will utilize the services of the Policy and Services Research Data Center (PSRDC) to access the system-level administrative data needed for cost data collection as well as to create the master index of high need/high cost homeless individuals. In addition, client level data will be collected by Pinellas Hope V case managers or other staff assigned to this housing unit. Oversight of the cost and client data collection will be assumed by Dr. Sondra J. Fogel, Principal Investigator, USF, School of Social Work and co-investigator Charles Dion, MA, PSRDC.

**IV. Analysis Methods**

As stated above, PSRDC has the experience and capacity to capture and analyze the administrative cost data required for this study. In addition, Catholic Charities has an internal system for reporting client information at both the individual and aggregate level (see below in Resident Outcomes). The study investigators will oversee the export of aggregated data from both sources to ensure compliance with study procedures noted above and will provide regular reports on study progress to Catholic Charities.

**Resident Outcomes.** Resident outcomes will be collected at the pre-set times of baseline, 6, 12, 24, and 30 months. The internal assessment forms used by Catholic Charities, case manager input, as well as the required VI-SPDAT will be used to determine resident socio-economic-behavioral outcomes over time. Examples of resident socio-economic-behavioral outcomes include:

- Increased income (through access to benefits or employment)
- Case plan compliance and goal success
- Maintaining sobriety
- Improved health and mental health outcomes on identified indicators

Residents will meet with a PHV case manager, to address goals mutually agreed upon in an individual service plan. Examples of goal domains include: mental health, substance abuse, medical, housing, education, employability, social skills and income.

Prior to the beginning of the data collection, all forms will be reviewed to ensure that appropriate data is being collected and a process for sharing information with the resident on his/her outcomes is in place. If additional information or a development of an additional form is needed, reliable and validated measures will be looked at such as SAMSHA’s Government and
Performance Results (GPRA) National Outcome Measurement tool to develop an appropriate instrument.

V. Researchers: Co-PIs

Dr. Sondra J. Fogel, at the University of South Florida will be the lead PI. Dr. Fogel has extensive research and history working with this population, resulting in numerous publications, presentations, and funding. Dr. Fogel has a master’s degree from Columbia University and her Ph.D. in Social Work from the University of Illinois at Urbana-Champaign. She is a licensed clinical social worker as well. Dr. Fogel was the lead author of the initial Pinellas Hope evaluation and the later follow up study. In addition, she is familiar with the community and service agencies that work with Pinellas Hope. Dr. Fogel is a past recipient of the HUD COPC grant and has recently completed research investigating how Pinellas and Hillsborough counties are prepared to help those who are homeless during disasters. This work is in conjunction with the National Health Care for the Homeless Council.

The PSRDC’s Director, Charles Dion, MA, is a co-investigator on this project. He will oversee the actions of the PSRDC in this project. The PSRDC has access to statewide Medicaid claims data, mental health claims data on services paid for by the state and general revenue funds, adult corrections data, and all petitions for involuntary examination under Florida’s civil commitment law (nearly 600,000 petitions generated over the last six years). The PSRDC has become an expert in all of the complex activities (data cleaning, assuring reliability, etc.) that are essential to working with large archival data sets. Of particular relevance is PSRDC’s experience as the host entity and analyst for data generated through the Pinellas County Data Collaborative, an initiative established in 1999 to enhance county mental health services by encouraging collaboration among community service providers, government agencies, and educational institutions.

VI. Funding

Catholic Charities will seek funds from private foundations, donors and fundraisers that have a deep interest in homelessness. Prior to the new partnerships with PSRDC, the expected amount needed to be raised to support this project was in the range of $80,000 to $125,000 to be spread over the three years of the study. It is expected that this range may increase due to the addition of PSRDC work. However, these costs will be spread over numerous years giving Catholic Charities time to collect these funds privately. Any remaining costs not collected privately will be paid for directly by Catholic Charities general account and/or using their developer fees collected from this project.

VII. Challenges

Construction challenges and delays in permits related to occupancy of PHV presented many unanticipated circumstances which significantly impacted the start of this study and data collection. The ability to fill PHV with those in need of housing spanned almost a year. The following items are expected challenges to completing this study:

• The ability to track, locate and follow residents who have left, especially those that leave unsuccessfully (jail, eviction, etc.) to include their follow-up data in the study. The
chronic homeless population has a history of difficulty in maintaining contact with case managers following program exit.

- At times, units may not be occupied due to needed repairs.
- Funding continuation of intensive wrap around services (behavioral/mental health services, substance abuse treatment/services, intensive case management, employability skills training, job development and other intensive and necessary services) once the individuals are placed into this housing.
- Access to timely data from each of the data systems. All of the data systems have varying lag times for when the data are available.

VIII. Timeline

Pinellas Hope V (PHV) is a 45 permeant supportive housing residence. As of December 14, 2017, 43 units are occupied. The first resident moved in on December 27, 2016. However, due to unanticipated delays, PHV occupancy was slower than expected during the first 4 months of this study. However, occupancy rates began to rise with the bulk of residents in units by late Fall 2017. The latest resident to enter PHV occurred on October 18, 2017. Given the span of the occupancy rates, the following timeline is projected for the completion of this RFP. However, please note that 2 more residents may move in before the end of the year. Socio-behavioral data collection starts when the resident assumes occupancy (baseline) and follows the timeline in the methodology.

Baseline public data: Public cost data will be collected for each resident for the time period of 363 days prior to move in date and aggregated.

Ex. Move in date 12/27/2016- baseline data: Costs of services available through the Policy and Service Research Data Center (PSRDC) will be collected for the time period from 12/27/2015-12/26/2016 and aggregated.

Participants: All residents to date are included in the study.

Projected completion: As stated in the methodology, the last data collection period of the resident is at the 30 month mark of his/her tenure in housing. Socio-behavioral data collection will end at the 30th month for each resident. This will vary by the initial month of occupancy of each resident. The PSRDC typically receives data from the various sources at set time points, typically 6-months to 1 year following a time period. Using a late occupancy as an example which occurred on 10/18/17, a projected timeline for this study is as follows:

<table>
<thead>
<tr>
<th>Aggregate baseline date:</th>
<th>10/18/2016-10/17/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move in date:</td>
<td>10/18/2017</td>
</tr>
<tr>
<td>Aggregate 6 month data:</td>
<td>April 2018</td>
</tr>
<tr>
<td>Aggregate 12 month data:</td>
<td>October 2018</td>
</tr>
</tbody>
</table>
Aggregate 24 month data          October 2019
Aggregate 30 month data          April 2020

Accounting for another 3 months for PSRDC to receive necessary data to generate aggregate 30 month data, we are projecting that this will be July 2020. It is expected that data analysis will take 2 months after the final receipt which is expected by September 2020. The final report may take 2-3 months to compile, with a projected completion data no later than 12/30/2020.

IX: Deliverables:

A final report will be delivered no later than 12/30/20 to Catholic Charities which will address in detail the findings to the 3 research questions. In addition, the study investigators will collaborate to present reports of findings from this project to key stakeholders and other professionals.
## AGENDA ITEM DESCRIPTION FORM

<table>
<thead>
<tr>
<th>Meeting Name:</th>
<th>Homeless Leadership Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date:</td>
<td>6/1/2018</td>
</tr>
<tr>
<td>Agenda Item Number:</td>
<td>5</td>
</tr>
<tr>
<td>Item Title:</td>
<td>April 2018 Data Summary Report</td>
</tr>
<tr>
<td>Name of Staff Member Submitting:</td>
<td>Avery Slyker</td>
</tr>
</tbody>
</table>

**Background:**

Summary of the April 2018 CoC performance reporting, per data within PHMIS. The data date range for the report was April 1, 2018 – April 30, 2018, with the data for the report being ran on May 9th and May 21st. The report provides a summary of the CoC’s current capacity, as per the Housing Inventory County; system entries and exits; exit destinations; and system flow from FY 2016-2017.

The findings for April 2018 include:

- Compared to March 2018, were 562 additional entries and 677 additional exits within the Homeless Emergency Response System in April 2018.
- The Housing Placement Rate for April 2018 was 341 Positive Exits < 1,916 Entries. Housing Placement Rate need to reflect Positive Exits that are equal to or less than the Monthly Entries. The April 2018 Housing Placement Rate was 10% higher than the rate for March 2018, which means 10% more of the exits within April were positive than in March.
- 5% of the system’s exits for April 2018 were missed curfew. Out of the 933 Missed Curfews, 523 exits were duplicative, meaning the individual came in and out of the system more than once during the month.

This report was reviewed and approved by the Data and System Performance Committee on May 10, 2018. The Data and System Performance Committee has requested that the HLB staff prepare analyses of the Positive Exits, Rental/Owned By Client, No Subsidies; Entries, Prior Residence Rental/Owned By Client, No Subsidies; and Missed Curfew.

<table>
<thead>
<tr>
<th>Budget Impact (if any):</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Recommendation:</td>
<td>HLB Performance Improvement Manager recommends approval of the April 2018 Data Summary Report.</td>
</tr>
<tr>
<td>CEO Approval:</td>
<td>Susan Myers, CEO – Approved 05/29/2018</td>
</tr>
</tbody>
</table>
The first two charts represent the number of episodes during the month of April 2018.

The second two charts represent the number of unduplicated clients during the month of April 2018. Note these individuals may have also entered and exited the system of care during a previous month.

The third chart measures the total number of entries within PHMIS, the number of entries that were carried over from March 2018 and the number of exits from PHMIS. Entries refer to the "touches" made to the Homeless Emergency Response System by an individual. This data contains duplication, which is why the data differs from the above four charts.
### Client Information

**Gender**
- Male
- Female
- Gender Non-Conforming

**Age Ranges April 2018**
- Under 5: 1.9%
- 5 to 12: 2.6%
- 13 to 17: 1.9%
- 18 to 24: 4.3%
- 25 to 34: 18.7%
- 35 to 44: 21.0%
- 45 to 54: 24.7%
- 55 to 61: 17.5%
- 62 and Over: 7.4%

**Client Race April 2018**
- White: 69.8%
- Black or African American: 28.0%
- American Indian or Alaskan Native: 0.8%
- Asian: 0.3%
- Native Hawaiian or Other Pacific Islander: 0.3%
- Unknown: 0.7%
- Client Doesn’t Know: 0.0%

**Length of Stay By Project Type April 2018 Exits**

<table>
<thead>
<tr>
<th>Emergency Shelter (HUD)</th>
<th>PH - Rapid Re-Housing (HUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Length of Stay for Exits</strong></td>
<td><strong>Count</strong></td>
</tr>
<tr>
<td>366 to 730 Days</td>
<td>3</td>
</tr>
<tr>
<td>181 to 365 Days</td>
<td>19</td>
</tr>
<tr>
<td>91 to 180 Days</td>
<td>51</td>
</tr>
<tr>
<td>61 to 90 Days</td>
<td>150</td>
</tr>
<tr>
<td>30 Days or Less</td>
<td>930</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>1182</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PH - Housing only (HUD)</th>
<th>Safe Haven (HUD)</th>
<th>Street Outreach (HUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Length of Stay for Exits</strong></td>
<td><strong>Count</strong></td>
<td><strong>Percentage</strong></td>
</tr>
<tr>
<td>181 to 365 Days</td>
<td>1</td>
<td>50.00%</td>
</tr>
<tr>
<td>91 to 180 Days</td>
<td>1</td>
<td>50.00%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PH - Permanent Supportive Housing (disability required for entry) (HUD)</th>
<th>Transitional Housing (HUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Length of Stay for Exits</strong></td>
<td><strong>Count</strong></td>
</tr>
<tr>
<td>More than 1825 Days</td>
<td>1</td>
</tr>
<tr>
<td>1481 to 1825 Days</td>
<td>1</td>
</tr>
<tr>
<td>1096 to 1480 Days</td>
<td>1</td>
</tr>
<tr>
<td>365 to 730 Days</td>
<td>7</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>10</td>
</tr>
</tbody>
</table>
Each exit destination within the first chart contains an un-duplicated client count. However, there are 602 duplicate exits for the month and these duplications are reflected in the second and third charts due.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution accepting Addendum No. 1 in an amount not to exceed $185,239 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for pile procurement for the Doc Ford’s Restaurant; providing that the total GMP for the Pier Approach Project shall not exceed $15,215,849; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended ("Contract"), to incorporate Addendum No. 1 to the GMP proposal into the Contract; and providing an effective date.

EXPLANATION: The City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") executed the Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on January 10, 2017 ("Contract") for Skanska to provide preconstruction and construction phase services for the Pier Approach Project. On April 19, 2018, City Council accepted a GMP Proposal dated April 3, 2018 in the amount of $15,030,610 for construction of the Pier Approach and approved a First Amendment to the Skanska Agreement. City Council also approved a lease with Doc Ford providing that the City will design and construct the core and shell of an approximately 10,000 square foot restaurant and 2,000 square feet of administrative space.

The City has authorized design services with W-Architecture and Landscape Architecture for the design of the new restaurant which includes the preparation of foundation design. Since the location of the new restaurant is in a VE Flood Zone, the structure must be supported on a pile foundation. Given the need to move forward with the construction of the restaurant in a timely schedule, the piles have been designed by the consulting structural engineer and priced by Skanska. A total of sixty-four (64) 14” square precast concrete piles, 75 feet in length will be required. Approval of this Addendum No. 1 to GMP Proposal dated April 3, 2018 will allow Skanska to order the piles needed to support the Doc Ford’s Restaurant so that piles can be fabricated and delivered on site at the time they are needed to be driven. Prior to authorization for driving the piles, Administration will present Addendum No. 2 to the GMP Proposal for the full restaurant construction to City Council for approval.

The revised GMP for the Project includes the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pier Approach GMP Proposal – First Amendment</td>
<td>$15,030,610</td>
</tr>
<tr>
<td>Pile Procurement – Addendum No. 1</td>
<td>$185,239</td>
</tr>
<tr>
<td>Revised Total GMP for Pier Approach Project</td>
<td>$15,215,849</td>
</tr>
</tbody>
</table>

The total GMP is within the funds appropriated for the Pier Approach in the amount of $22,495,000.

After approval by City Council, the City and Skanska will execute the Second Amendment to the contract.
Recommendation: Administration recommends City Council approve the attached resolution accepting Addendum No. 1 in an amount not to exceed $185,239 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for pile procurement for the Doc Ford’s Restaurant; providing that the total GMP for the Pier Approach Project shall not exceed $15,215,849; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended ("Contract"), to incorporate Addendum No. 1 to the GMP proposal into the Contract; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Capital Improvements Fund (3001), Pier Approach Project (15377).

ATTACHMENTS: Resolution
Addendum No. 1

APPROVALS: [Signature]
Administrative
[Signature]
Budget
RESOLUTION NO. 2018-______

A RESOLUTION ACCEPTING ADDENDUM NO. 1 IN AN AMOUNT NOT TO EXCEED $185,239 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED APRIL 3, 2018 FOR PILE PROCUREMENT FOR THE DOC FORD'S RESTAURANT; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $15,215,849; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, AS AMENDED ("CONTRACT"), TO INCORPORATE ADDENDUM NO. 1 TO THE GMP PROPOSAL INTO THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on January 10, 2017 ("Contract"), for Skanska to provide preconstruction and construction phase services for the Pier Approach Project; and

WHEREAS, on April 19, 2018, the City and Skanska entered into a First Amendment to incorporate the GMP Proposal in an amount not to exceed $15,030,610 dated April 3, 2018, into the Contract, add additional preconstruction phase services, revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and modify other necessary provisions; and

WHEREAS, the City and Skanska desire to execute a Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford's Restaurant for a total GMP for the Pier Approach Project not to exceed $15,215,849.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 1 in an amount not to exceed $185,239 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for pile procurement for the Doc Ford's Restaurant is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Approach Project shall not exceed $15,215,849.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended ("Contract"), to incorporate Addendum No. 1 to the GMP proposal into the Contract.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee) Administration

00380403
SECOND AMENDMENT

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into on this ____ day of June, 2018, by and between the City of St. Petersburg, Florida ("City" or "Owner") and Skanska USA Building Inc. ("Construction Manager" or "Contractor").

WHEREAS, the Owner and the Construction Manager entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on January 10, 2017, for Construction Manager to provide preconstruction and construction phase services for the Pier Approach Project; and

WHEREAS, following execution of such agreement, the Owner authorized the Construction Manager to provide the preconstruction phase services in an amount not to exceed $200,000; and

WHEREAS, on April 19, 2018, the Owner and Construction Manager entered into a First Amendment to incorporate the GMP Proposal in an amount not to exceed $15,030,610 dated April 3, 2018, into the Contract, add additional preconstruction phase services, revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and modify other necessary provisions; and

WHEREAS, the Owner and Construction Manager desire to further amend the Contract to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford’s Restaurant for a total GMP for the Pier Approach Project not to exceed $15,215,849.

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Second Amendment and are incorporated herein by reference) and the promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner and Construction Manager hereby agree as follows:

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

2. Addendum No. 1 in the amount of $185,239 to the GMP proposal dated April 3, 2018 for pile procurement for the Doc Ford’s Restaurant, which is attached hereto, is hereby accepted and incorporated in the Contract as Attachment 1 to Exhibit E. The total GMP shall not exceed $15,215,849.

3. Any and all provisions of the Contract not specifically amended by this Second Amendment shall remain in full force and effect.
IN WITNESS WHEREOF, the City and Construction Manager have caused this Second Amendment to be executed by their duly authorized representatives on the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________

Print: ____________________________

Title: ____________________________

Approved as to Form and Content:

______________________________
City Attorney (Designee)

SKANSKA USA BUILDING, INC:

By: ____________________________

Print: ____________________________

Title: ____________________________

WITNESSES

By: ____________________________

Print: ____________________________

By: ____________________________

Print: ____________________________
June 6, 2018

Mr. Brejesh Prayman, PE
Engineering and Capital Improvements Director
City of St. Petersburg
One 4th Street N.
St. Petersburg, FL 33701

Re: Pier Approach
Addendum No. 1 to the Pier Approach GMP Proposal dated April 3, 2018

Dear Mr. Prayman,

Skanska USA Building, Inc. is pleased to submit the following proposal to furnish the precast pilings for the new Doc Fords Restaurant. If you should have any questions, please do not hesitate to give us a call.

We look forward to moving forward with this portion of the work.

Sincerely,
SKANSKA USA BUILDING INC.

Chuck Jablon, Sr. Vice President - Account Manager
### All Costs are Order of Magnitude

<table>
<thead>
<tr>
<th>A</th>
<th>Substructure / Foundations (Pile Fabrication / Delivery only)</th>
<th>Cost / GSF</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>B 1</td>
<td>Structure</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>B 2</td>
<td>Exterior Enclosure</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>B 3</td>
<td>Roofing</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>C 1</td>
<td>Interior Construction</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>D 2</td>
<td>Plumbing</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>D 3</td>
<td>HVAC</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>D 4</td>
<td>Fire Sprinkler</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>D 5</td>
<td>Electrical</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Equipment &amp; Furnishings</td>
<td>NIC $0</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Sitework</td>
<td>NIC $0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total: Cost of Work</th>
<th>$167,887</th>
<th>$13</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Notes</th>
<th>Cost / GSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimating Contingency</td>
<td>$0</td>
</tr>
<tr>
<td>Construction Contingency Allowance</td>
<td>$0</td>
</tr>
<tr>
<td>Escalation Contingency</td>
<td></td>
</tr>
<tr>
<td>Sub Bonds / Subcontractor Default Insurance (SDI)</td>
<td>$2,384 $0.19</td>
</tr>
<tr>
<td>Building Permit</td>
<td></td>
</tr>
<tr>
<td>Misc. Permits/Fees (LDP, Tap Fees, Etc.)</td>
<td></td>
</tr>
<tr>
<td>CCIP</td>
<td>$4,779 $0.37</td>
</tr>
<tr>
<td>Builder's Risk</td>
<td>$1,852 $0.14</td>
</tr>
<tr>
<td>Skanska P&amp;P Bond</td>
<td>$1,852 $0.14</td>
</tr>
<tr>
<td>General Conditions (LS)</td>
<td>$0</td>
</tr>
<tr>
<td>Preconstruction</td>
<td></td>
</tr>
<tr>
<td>Design Fees</td>
<td>$6,483 $0.50</td>
</tr>
</tbody>
</table>

| Total: Cost of Work | $185,239 | $14 |
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

FROM: Derek Kilborn, Manager, Urban Planning and Historic Preservation Division

DATE: June 7, 2018

REQUEST: ST. PETE INNOVATION DISTRICT: Initiate an amendment to the Official Zoning Map and Future Land Use Map designations for a portion of the City’s Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South, and 10th Avenue South.

In the area immediately south of downtown St. Petersburg, a critical cluster of institutions and property owners representing higher education, marine & life sciences, healthcare, business incubation, and media communication have been working collaboratively with the St. Petersburg Chamber of Commerce, St. Petersburg Downtown Partnership, St. Petersburg Economic Development Agency and other economic development groups to create a cohesive district centered on the common theme of innovation. The area is now referred to as “The Innovation District” (“District”).

The purpose of this city-initiated application is to integrate supportive uses throughout a portion of the District using a combination of text and map amendments to the City’s Comprehensive Plan and City Code, Chapter 16, Land Development Regulations and Official Zoning Map and Future Land Use Map. In addition to existing institutional uses, the proposed supportive uses include allowances for residential, office, daily commercial services, dining, children services, and lodging. Urban design standards, similar to the downtown center, will further complement physical connections by strengthening the area’s pedestrian and transportation network.

The attached Resolution initiates the process for rezoning and future land use map amendments and refers the item to the Community Planning and Preservation Commission (“CPPC”) for further study and a public hearing. Text amendments to the City’s Comprehensive Plan and City Code, Chapter 16, Land Development Regulations will also be considered and include, in addition to the CPPC, the City’s Development Review Commission (“DRC”).

Attachments:
1. Resolution
2. Map

CC: The Honorable Mayor Rick Kriseman
    Tom Greenc, City Administrator
    Alan DeLisle, City Development Administrator
    Brian Caper, Economic Development Analyst
    Chan Srinivasa, City Clerk
RESOLUTION NO. 2018-

A RESOLUTION INITIATING AN AMENDMENT TO THE OFFICIAL ZONING AND FUTURE LAND USE MAP DESIGNATIONS FOR PROPERTY LOCATED WITHIN A PORTION OF THE CITY’S INNOVATION DISTRICT AND GENERALLY BOUNDED BY 5TH AVENUE SOUTH, 10TH STREET SOUTH, 1ST STREET SOUTH, AND 10TH AVENUE SOUTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the area immediately south of downtown St. Petersburg is a critical cluster of institutions and property owners representing higher education, marine & life sciences, healthcare, business incubation, and media communication; and

WHEREAS, these institutions and property owners have been working collaboratively with the St. Petersburg Chamber of Commerce, St. Petersburg Downtown Partnership, St. Petersburg Economic Development Agency and other economic development groups to create a cohesive district centered on the common theme of innovation; and

WHEREAS, this collaborative effort resulted in a unified brand known as the “St. Pete Innovation District” (“District”) and establishment of a District board to help shape future decisions impacting the District; and

WHEREAS, an analysis of existing conditions and plan for future opportunities were outlined to the District board in 2015’s “St. Petersburg Innovation District: A Place of Innovation, Collaboration, and Opportunity” and 2017’s “St. Pete Innovation District: Streetscape and Connectivity Concept Plan, Final Report”; and

WHEREAS, the City of St. Petersburg desires to support the District by implementing zoning and future land use changes that reinforce recommendations of these coordinated planning efforts; and

WHEREAS, the City of St. Petersburg finds that the proposed creation of a new “EC-2 (Employment Center)” zoning category will support achieving the land use and economic development objectives of the District; and

WHEREAS, the City of St. Petersburg finds that the proposed creation of a new “AC (Activity Center)” future land use map category will be necessary for establishing compatibility with the proposed “EC-2 (Employment Center)” zoning category; and

WHEREAS, City Council is authorized by Section 16.70.040.1.1.B of the St. Petersburg City Code of Ordinances, to initiate amendments to the Official Zoning Map and Future land Use Map; and

WHEREAS, the subject area is outlined on the attached “Exhibit A”; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council hereby initiates an application for amendment to: 1) Create a new zoning category titled “EC-2 (Employment Center)”; 2) Create a new Future Land Use Map category titled “AC (Activity Center)”; 3) Amend Official Zoning Map for a portion of the subject area from CCT-1 (Corridor Commercial Traditional) to EC-2 (Employment Center); 4) Amend Official Zoning Map for a portion of the subject area from CRT-1 (Corridor Residential Traditional) to EC-2 (Employment Center); 5) Amend Official Zoning Map for a portion of the subject area from IC-I (Institutional Center) to EC-2 (Employment Center); 6) Amend Future Land Use Map for a portion of the subject area from PR-MU (Planned Redevelopment Mixed Use) to AC (Activity Center), 7) Amend Future Land Use Map for a portion of the subject area from I (Institutional) to AC (Activity Center); and 8) Amend the text of related portions of the City’s Comprehensive Plan and City Code, Chapter 16, Land Development

Resolution 2018 - _____
St. Pete Innovation District
Regulations, which shall be referred to the City’s Community Planning and Preservation Commission and Development Review Commission for study and required public hearings.

This Resolution shall become effective upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE

Planning and Development Department

City Attorney’s Office

Resolution 2018 - 
St. Pete Innovation District
TO: Members of City Council  
DATE: June 5, 2018  
COUNCIL DATE: June 14, 2018  
RE: Referral to PSI for discussion on modifying garbage collection frequency for seniors and low-income residents.

______________________________________________________________________________

ACTION DESIRED:

Requesting a referral to the PS&I Committee to discuss providing relief to seniors and low-income residents, allowing them to request one garbage pickup per week, regardless of lot size. Many seniors on fixed incomes have lower rates of garbage accumulation, and should be allowed to request one pickup per week as a cost-saving measure.

Ed Montanari, Council Member  
District 3
RESOLUTION NO._______

A RESOLUTION AUTHORIZING AND CONFIRMING THE OFFER OF $50,000.00 IN THE CASE OF STEPHEN WOODWORTH V. CITY OF ST. PETERSBURG, FLORIDA, AND KENNETH PIENIK, CASE NO. 8:18-cv-747-T-26TGW; PROVIDING AUTHORIZATION TO PAY SUCH AMOUNT IF SETTLEMENT IS REACHED; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the offer by the City of $50,000.00 to settle the case of Stephen Woodworth v. The City of St. Petersburg, Florida, and Kenneth Pienik, Case No. 8:18-cv-747-T-26TGW, is hereby authorized and confirmed.

BE IT FURTHER RESOLVED that in the event such offer is accepted by the Plaintiff in this case, the City Administration and the attorneys for the City are authorized to execute the necessary papers and pay the funds in accordance with such settlement.

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

Approved as to form and content:

City Attorney (designee)
CONFIRMING PRELIMINARY ASSESSMENT FOR LOT CLEARING NUMBER(S) LCA 1590

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: 1590
NUMBER OF STRUCTURES: 34
ASSESSABLE AMOUNT: $7,070.72

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 $7,070.72 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 ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCA 1590 78648</td>
<td>EMBARQ PROPERTY HOLDINGS LLC</td>
<td>26 31 16 00432 003 0120</td>
<td>3094 20TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>2711 DESOTO WAY S</td>
<td></td>
<td>ALLEN-GAY SUB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337124002</td>
<td></td>
<td>BLK C, LOT 12</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78649</td>
<td>TOKYO BAY RESTAURANT CORP</td>
<td>18 31 17 09504 000 0010</td>
<td>1163 DR. ML KING JR ST N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1163 DR MARTIN LUTHER KING JR</td>
<td></td>
<td>BOBBITT'S SUB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337011515</td>
<td></td>
<td>LOTS 1 &amp; 2</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78650</td>
<td>WEST COAST INVESTMENT INCORP</td>
<td>27 31 16 13860 000 0050</td>
<td>3465 15TH AVE S</td>
<td>224.47</td>
</tr>
<tr>
<td></td>
<td>PO BOX 4488</td>
<td></td>
<td>CARTER &amp; FOLEY'S SUB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DEERFIELD BEACH FL 334424488</td>
<td></td>
<td>LOT 5</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78651</td>
<td>525 CAPITAL MANAGEMENT LLC</td>
<td>25 31 16 14742 000 0080</td>
<td>1460 13TH ST S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>601 CLEVELAND ST STE 618</td>
<td></td>
<td>CHAMBER'S 1ST ADD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLEARWATER FL 337554183</td>
<td></td>
<td>TO HOLLYWOOD</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LOT 8</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78652</td>
<td>MEYER, CHARLES</td>
<td>27 31 16 15408 005 0030</td>
<td>3519 20TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>4618 BAYSHORE BLVD NE</td>
<td></td>
<td>CHILDS PARK</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33703</td>
<td></td>
<td>BLK 5, S 1/2 OF LOT 3</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78653</td>
<td>BYNUM, DWIGHT</td>
<td>23 31 16 17298 001 0110</td>
<td>516 28TH ST S</td>
<td>224.47</td>
</tr>
<tr>
<td></td>
<td>502 28TH ST S</td>
<td></td>
<td>COLONIAL ANNEX</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337121527</td>
<td></td>
<td>BLK A, LOT 11</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78654</td>
<td>JOHNSTON, THOMAS W</td>
<td>18 31 17 20934 000 0070</td>
<td>448 12TH AVE N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>448 12TH AVE N</td>
<td></td>
<td>DENTS SUB, REV MAP OF</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LOT 7 &amp; W 4 FT OF LOT 6 &amp; E 34 FT OF LOT 8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33701120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME/MAILING ADDRESS</td>
<td>PARCEL ID/LEGAL DESCRIPTION</td>
<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>LCA 1590 78655</td>
<td>HARRICHARIN, RAVINDRA S 1625 MASSACHUSETTS AVE NE</td>
<td>25 31 16 26028 000 0021 ERWIN'S SUB E 76FT OF N 100FT OF E 131</td>
<td>1101 12TH ST S</td>
<td>224.47</td>
</tr>
<tr>
<td>LCA 1590 78656</td>
<td>WHITFIELD INVESTMENT CO PO BOX 9062 BRADENTON</td>
<td>25 31 16 26028 000 0022 ERWIN'S SUB W 55FT OF N 100FT OF E 131</td>
<td>1222 11TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1590 78657</td>
<td>NELSON, KATHERINE 2230 KINGSTON ST S SAINT PETERSBURG</td>
<td>34 31 16 26154 001 0050 ESTELLE MANOR BLK A, LOT 5</td>
<td>2230 KINGSTON ST S</td>
<td>224.47</td>
</tr>
<tr>
<td>LCA 1590 78658</td>
<td>LAND TRUST NO PCFS 16 1 21 5009 N CENTRAL AVE TAMPA</td>
<td>25 31 16 26298 000 0420 BUCLID HEIGHTS E 55FT OF LOT 42</td>
<td>1314 20TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1590 78659</td>
<td>CODERLAND, GERALDINE C 1661 14TH ST S SAINT PETERSBURG</td>
<td>25 31 16 26442 000 0080 EVANS, JAMES D. SUB N 1/2 OF LOT 8</td>
<td>1661 14TH ST S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1590 78660</td>
<td>ANAE JAEE LLC 7500 NW 25TH ST STE 257 MIAMI</td>
<td>30 31 17 30078 000 0320 GARDEN CITY SUB LOT 32</td>
<td>657 15TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td>LCA 1590 78661</td>
<td>STARCHILD, I'BRENDE EST 4026 2ND AVE S SAINT PETERSBURG</td>
<td>21 31 16 35244 003 0040 HALL'S CENTRAL AVE NO. 3 BLK 3, LOT 4 (SEE S 1/2 22-31-16)</td>
<td>4026 2ND AVE S</td>
<td>184.38</td>
</tr>
</tbody>
</table>
## City of St. Petersburg
### Special Assessments Division
#### FINAL ASSESSMENT ROLL
**6-14-2018**

<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCA 1590 78662</td>
<td>WEIS, MARTIN</td>
<td>21 31 16 37566 001 0130</td>
<td>5231 DARTMOUTH AVE N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>59 SHADOWLAWN RD SE</td>
<td>HARVY'S ADD TO OAK RIDGE</td>
<td>BLK A, LOT 13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARIETTA GA 300674239</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78663</td>
<td>642 PRESTON AVE S LAND TRUST</td>
<td>30 31 17 46404 008 0060</td>
<td>642 PARIS AVE S</td>
<td>465.01</td>
</tr>
<tr>
<td></td>
<td>PO BOX 3323</td>
<td>KERR ADD</td>
<td>BLK 8, LOT 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>JAMESTOWN NY 14702</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78664</td>
<td>1501 28TH AVE S TRUST</td>
<td>36 31 16 48618 000 0200</td>
<td>1501 28TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1501 28TH AVE S</td>
<td>LAKESIDE SUB</td>
<td>LOT 20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337053447</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78665</td>
<td>MEYER, CHARLES</td>
<td>36 31 16 50418 000 0180</td>
<td>2501 11TH ST S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1618 BAYSHORE BLVD NE</td>
<td>LAUGHERN'S LAKEVIEW ADD</td>
<td>LOT 18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33703</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78666</td>
<td>TRUST NO 4417</td>
<td>01 31 16 50544 000 0200</td>
<td>4417 21ST ST N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1700 66TH ST N STE 104-180</td>
<td>LAWRENCE PLACE</td>
<td>LOT 20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33710</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78667</td>
<td>MIRANDA, CHRISTINE Y</td>
<td>01 31 16 53964 000 0020</td>
<td>3935 21ST ST N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>3935 21ST ST N</td>
<td>MCNUTT SUB</td>
<td>LOT 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337144103</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78668</td>
<td>PRINCE ENTERPRISE REALTY LLC</td>
<td>12 31 16 54900 000 0190</td>
<td>3432 20TH ST N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>2600 DR MARTIN LUTHER KING ST</td>
<td></td>
<td>MANKATO HEIGHTS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33704</td>
<td>Lot 19 &amp; S 16 FT of Lot 20 &amp; N 10 FT of Lot 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
<td>PARCEL ID /LEGAL DESCRIPTION</td>
<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------</td>
<td>------------------------------------------------------------------</td>
<td>-----------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>LCA 1590 78669</td>
<td>O'DELL, JEROME J</td>
<td>04 31 17 67860 001 0010  PATRICIAN POINT UNIT 2  TRACT B REPLAT</td>
<td>1457 40TH AVE NE</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>1271 W SKYVIEW CROSSING DR</td>
<td></td>
<td>BLK A, LOT 1 AND S 28FT OF LOT 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HERNANDO</td>
<td>FL 344426195</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78670</td>
<td>CURRY, ELIZABETH ROBINSON</td>
<td>27 31 16 69552 000 0020  PINE LAWN LOT 2</td>
<td>3705 18TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>5560 10TH ST S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG</td>
<td>FL 337055017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78671</td>
<td>PLEMMONS, C F EST</td>
<td>21 31 16 73116 000 0140  PRICE'S REPLAT LOT 14 &amp; W 20FT OF LOT 15</td>
<td>5621 3RD AVE N</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>5621 3RD AVE N</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG</td>
<td>FL 337107919</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78672</td>
<td>AYALA, OSCAR</td>
<td>07 31 17 73314 004 0110  PURVIS &amp; HARRIS 4TH ST ADD BLK 4, LOT 11</td>
<td>460 33RD AVE N</td>
<td>224.47</td>
</tr>
<tr>
<td></td>
<td>460 33RD AVE N</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG</td>
<td>FL 337041304</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78673</td>
<td>A L V 334 ST PETE LLC</td>
<td>19 31 17 74466 054 0010  REV MAP OF ST PETERSBURG BLK 54, LOTS 1 &amp; 2</td>
<td>211 3RD ST S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>800 BRICKELL AVE UNIT PH1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MIAMI</td>
<td>FL 33131</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78674</td>
<td>A L V 334 ST PETE LLC</td>
<td>19 31 17 74466 054 0030  REV MAP OF ST PETERSBURG BLK 54, LOTS 3, 4, &amp; 5</td>
<td>334 2ND AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>800 BRICKELL AVE UNIT PH1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MIAMI</td>
<td>FL 33131</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78675</td>
<td>LAWRENCE, HENRY</td>
<td>27 31 16 75402 000 1310  RIDGWOOD TERRACE LOT 131</td>
<td>3526 16TH AVE S</td>
<td>184.38</td>
</tr>
<tr>
<td></td>
<td>2110 2ND AVE E</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PALMETTO</td>
<td>FL 342213310</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
<td>PARCEL ID</td>
<td>ORIGINAL ASSESSMENT</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>------------</td>
<td>-----------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78676</td>
<td>FOWLER &amp; HALL PROPERTY MANAGEM</td>
<td>23 31 16 76590 010 0140</td>
<td>184.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>215 39TH ST S</td>
<td>ROOSEVELT PARK ADD BLK 10, LOT 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33711228</td>
<td>3327 EMERSON AVE S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78677</td>
<td>TRUST NO 4043</td>
<td>22 31 16 77562 001 0110</td>
<td>184.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2764 SUNSET POINT RD STE 200</td>
<td>RUSSELL PARK BLK 1, LOT 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLEARWATER FL 337591590</td>
<td>4043 DARTMOUTH AVE N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78678</td>
<td>HILL, LILSONJA MELETTA</td>
<td>27 31 16 91062 002 0140</td>
<td>505.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4141 13TH AVE S</td>
<td>TIOQA SUB BLK B, LOTS 13 &amp; 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337112446</td>
<td>4141 13TH AVE S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78679</td>
<td>MARCUS REAL ESTATE TRUST LLC</td>
<td>22 31 16 96228 006 0030</td>
<td>184.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PO BOX 35465</td>
<td>WEST CENTRAL AVE RESUB BLK 6, LOT 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337050508</td>
<td>3418 2ND AVE S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78680</td>
<td>MARCUS REAL ESTATE TRUST LLC</td>
<td>22 31 16 96228 006 0040</td>
<td>184.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PO BOX 35465</td>
<td>WEST CENTRAL AVE RESUB BLK 6, LOTS 4 &amp; 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337050508</td>
<td>3434 2ND AVE S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCA 1590 78681</td>
<td>ORDINSKY, INGA</td>
<td>33 31 16 96714 004 0120</td>
<td>184.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2432 47TH ST S</td>
<td>WEST SHADOW LAWN BLK D, LOT 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337113341</td>
<td>2432 47TH ST S</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL NUMBER OF ASSESSMENTS:** 34

**TOTAL ASSESSMENT AMOUNT:** 7,070.72
<table>
<thead>
<tr>
<th>CATEGORY ASSESSED</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT CLEARING COST</td>
<td>$ 4,860.72</td>
</tr>
<tr>
<td>ADMINISTRATIVE FEE</td>
<td>$ 2,210.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$ 7,070.72</td>
</tr>
</tbody>
</table>
A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1590 (“LCA 1590”) 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. 1590 (“LCA 1590”) 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. 1590 (“LCA 1590”) 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)
00379042
ST. PETERSBURG CITY COUNCIL

MEETING OF: June 14, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1236

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: 1236
NUMBER OF STRUCTURES: 7
ASSESSABLE AMOUNT: $1,079.85

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 $1,079.85 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>/MAILING ADDRESS</th>
<th>PARCEL ID /LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEC 1236 07859</td>
<td>KING OF SELF ENTERTAINMENT LLC</td>
<td>PO BOX 35003</td>
<td>25 31 16 15516 000 0160</td>
<td>CITRUS HEIGHTS LOT 16</td>
<td>241.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1236 07860</td>
<td>SOREM, LINDA J</td>
<td>29 N 29TH AVE E</td>
<td>26 31 16 27918 000 0120</td>
<td>FISHER’S, E. C. SUB NO. 1 LOT 12</td>
<td>191.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1236 07861</td>
<td>DAUGHRTRY, JO ANN W LIVING TRUS</td>
<td>364 LAKE VALLEY DR</td>
<td>02 32 16 49554 088 0100</td>
<td>LAKWOOD ESTATES SEC B BLK 88, LOT 10 (SEE NO2 MAP)</td>
<td>149.89</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1236 07862</td>
<td>BALUCH, ADBULLAH</td>
<td>16051 PENWOOD DR</td>
<td>36 31 16 50418 000 0540</td>
<td>LAUGNER’S LAKEVIEW ADD LOT 54</td>
<td>136.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1236 07863</td>
<td>BLANKENSHIP, MARGARET</td>
<td>2467 39TH AVE N</td>
<td>02 31 16 53388 002 0180</td>
<td>LYNNDALE SUB BLK 2, LOT 18</td>
<td>148.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1236 07864</td>
<td>HOWARD-WILLIAMS, LOIS F</td>
<td>2601 QUEEN ST S</td>
<td>36 31 16 73476 000 0160</td>
<td>RAINBOW VALLEY SUB LOT 16</td>
<td>126.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1236 07865</td>
<td>FARRELL, LUXLEY F</td>
<td>694 17TH AV S</td>
<td>26 31 16 89676 005 0230</td>
<td>TANGERINE TERRACE BLK 5, LOT 23</td>
<td>86.15</td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME /MAILING ADDRESS</td>
<td>PARCEL ID /LEGAL DESCRIPTION</td>
<td>PROPERTY ADDRESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL NUMBER OF ASSESSMENTS: 7

TOTAL ASSESSMENT AMOUNT: 1,079.85
## Building Securing Number SEC 1236

### Cost/Funding/Assessment Information

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount to Be Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Securing Cost</td>
<td>$345.00</td>
</tr>
<tr>
<td>Material Cost</td>
<td>$245.00</td>
</tr>
<tr>
<td>Legal AD</td>
<td>$174.85</td>
</tr>
<tr>
<td>Admin. Fee</td>
<td>$315.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,079.85</strong></td>
</tr>
</tbody>
</table>
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1236 ("SEC 1236") 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. 1236 ("SEC 1236"); 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 June 14, 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. 1236 ("SEC 1236") 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)

00379043
TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 462

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: 462
NUMBER OF STRUCTURES: 4
ASSESSABLE AMOUNT: $131,247.97

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 $131,247.97 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ________________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ___________________________ AGENDA NO. ____________
<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Mailing Address</th>
<th>Parcel Address</th>
<th>Total Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMC 0462 03305</td>
<td>CROMWELL HEIGHTS 20TH AVE S LA</td>
<td>2531 16 1950 005 0040 CROMWELL HEIGHTS BLK 6, LOT 4</td>
<td>11,831.89</td>
</tr>
<tr>
<td>DMC 0462 03306</td>
<td>BANK OF AMERICA 7105 CORPORATE DR</td>
<td>TX 75024</td>
<td>14,875.16</td>
</tr>
<tr>
<td>DMC 0462 03307</td>
<td>LAND TRUST NO 4043 2401 N BAY DR UNIT 302</td>
<td>FL 33770</td>
<td>84,563.18</td>
</tr>
<tr>
<td>DMC 0462 03308</td>
<td>BOYCE, E &amp; C FAMILY TRUST 144 23RD AVE S</td>
<td>FL 33705210</td>
<td></td>
</tr>
</tbody>
</table>
## BUILDING DEMOLITION NUMBER DMO 462

### COST/FUNDING/ASSESSMENT INFORMATION

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition Cost</td>
<td>$ 97,026.62</td>
</tr>
<tr>
<td>Asbestos Cost</td>
<td>$ 31,782.92</td>
</tr>
<tr>
<td>Legal Ad</td>
<td>$ 1,086.92</td>
</tr>
<tr>
<td>Engineer's Charge</td>
<td>$ 175.00</td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>$ 1,175.51</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$ 131,247.97</strong></td>
</tr>
</tbody>
</table>
A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 462 ("DMO NO. 462") 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. 462 ("DMO No. 462"); 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 June 14, 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. 462 ("DMO No. 462") 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)

00379041
MEMORANDUM
Council Meeting of June 14, 2018

TO: Lisa Wheeler-Bowman, City Council Chair; Members of City Council
FROM: Brett B. Pettigrew, Assistant City Attorney
SUBJECT: Ordinance concerning emergency management during a state of local emergency

As documented in the Hurricane Irma Corrective Action Plan and discussed at the Committee of the Whole meeting held on May 10, 2018, portions of City Code concerning emergency management during a state of local emergency were found to be cumbersome during Hurricane Irma.

Based on lessons learned during Hurricane Irma, discussions with the Office of Emergency Management, and a review of emergency-management provisions from other Florida jurisdictions, the Legal Department has drafted a proposed ordinance that amends the majority of the City Code provisions concerning emergency management during a state of local emergency.

The reasoning behind these amendments is documented in the findings section of the ordinance, and for purposes of brevity, I will not repeat them in this memo. But it is worth noting that, other than allowing the Mayor to declare and extend a state of local emergency without consulting City Council, these amendments are intended solely to clarify and streamline the emergency powers already provided under City Code—not to expand those powers.

Please also note that portions of City Code dealing with disaster debris have not been addressed in this ordinance, but will be addressed in a subsequent ordinance that incorporates guidance from the City’s recently-hired FEMA Public Assistance program consultant.

I look forward to discussing any questions or feedback you have on the proposed ordinance.

ATTACHMENTS:
1. Proposed ordinance
ORDINANCE NO. _____

AN ORDINANCE CONCERNING EMERGENCY MANAGEMENT DURING A STATE OF LOCAL EMERGENCY; MAKING FINDINGS REGARDING EMERGENCY MANAGEMENT; AMENDING CITY CODE TO CLARIFY PROCEDURES FOR EMERGENCY PROCUREMENT; AMENDING CITY CODE TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO DECLARE A STATE OF LOCAL EMERGENCY WITHOUT PRIOR AUTHORIZATION FROM CITY COUNCIL WHILE MAINTAINING THE AUTHORITY OF CITY COUNCIL TO TERMINATE A STATE OF LOCAL EMERGENCY; AMENDING CITY CODE TO CLARIFY EMERGENCY MANAGEMENT PROVISIONS FOR THE PURPOSE OF PROMOTING EFFICIENCY AND REDUCING DELAY; AMENDING CITY CODE TO CLARIFY THAT THE MAYOR MAY SUSPEND ENFORCEMENT ACTIVITIES AS NEEDED TO COPE WITH THE EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, makes the following findings:

(a) In the event of an emergency that poses an immediate danger to the public health, safety, or welfare of any portion of the City, City officials and staff will need to take immediate action for the protection of people and property in the City.

(b) A state of local emergency, as authorized by state law and the City Code, may need to be declared to allow City officials and staff to fully respond to an emergency and to qualify for reimbursement from applicable federal and state aid programs.
City Council is not well-situated to declare a state of local emergency on short notice given the public notice required to hold a meeting of City Council and the practical difficulty of assembling a quorum of City Council on short notice—particularly in the midst of an emergency.

The process for declaring and extending a state of local emergency currently set forth in City Code requires a degree of involvement by City Council that could delay a timely declaration of a state of local emergency and prevent the exercise of emergency powers necessary to fully respond to the emergency.

City Code has, historically, authorized the City’s chief executive to take immediate action to respond to emergencies without prior authorization from City Council.

Accordingly, City Code should be amended to allow the Mayor (or another City official or staff member designated to act in that capacity if the Mayor is absent, incapacitated, or otherwise unavailable) to declare a state of local emergency without consulting City Council.

But City Code should continue to provide City Council with authority to terminate a state of emergency in the event it determines that the conditions justifying a state of emergency are not met.

Additionally, City Code provisions concerning emergency management should be thoroughly revised to improve clarity for the purpose of allowing emergency management activities to be carried out efficiently and without delay—including (i) provisions concerning emergency procurement; (ii) provisions concerning the process for declaring and extending a state of emergency; and (iii) provisions concerning the process for invoking and exercising emergency powers.

Although the Charter implies that the Mayor, as the chief administrative official of the City responsible for enforcing City Code, may suspend certain enforcement activities (e.g., parking enforcement or termination of water service) to the extent necessary to deal with an emergency, City Code should be amended to explicitly authorize such suspension of enforcement activities and to clarify that such suspension of enforcement activities does not constitute a waiver of subsequent enforcement or a forgiveness of any fines, fees, or other costs.

SECTION 2—AMENDMENT OF CITY CODE: Portions of City Code chapter 2 are hereby amended as set forth below. Unless otherwise indicated, additions are indicated by underlining, deletions are indicated by strike-through, and unchanged paragraphs omitted for brevity are indicated by three widely spaced ellipsis dots centered on a separate line.
Sec. 2-250. - Emergency procurement.

(a) If an emergency situation exists, the Mayor shall have the authority to waive the requirements and procedures set forth in any requirement, procedure, or other provision of this division; negotiate and execute contracts or otherwise effect purchases for supplies, services and construction in excess of the amounts otherwise provided in this division; to the extent the Mayor determines it is necessary to deal with the emergency situation. And pursuant to such waiver, the Mayor may negotiate, enter into contracts, or otherwise effectuate the purchase of any supply, service, or construction, to the extent the Mayor determines that it is necessary to deal with the emergency situation.

(b) For purposes of this section, the term "emergency situation" means any of the following situations:

1. The Mayor has determined that a disruption of essential operations or conditions is adversely affecting the safety, health, or security of persons or property, where in the City and that it is considered infeasible to remedy such disruption or conditions through the use of competitive bidding procedures required by this division.

2. An instance where the Mayor determines that an emergency exists in regard to the purchase of any commodity or execution of any contract, such that the delay resulting from competitive bidding procedures required by this division would be detrimental to the best interest of the City.

3. A state of emergency is in effect for any portion of the City after having been declared by the Governor or President for an area which includes the City.

(bg) In all instances where the Mayor invokes the authority of this section, the Mayor shall formally advise
City Council of such action during the next regularly scheduled session of City Council.

(b) City Code chapter 2, article VIII, division 2, is hereby amended by replacing sections 2-425 through 2-427 in their entirety with the following new provisions:

DIVISION 2. - EMERGENCY MANAGEMENT

Sec. 2-425. - General provisions.

(a) Definitions. The following words, terms, and phrases, when used in this division, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Clerk means the City Clerk or the POD performing the functions of the Office of the City Clerk during the state of emergency.

City work forces means officers, employees and agents of the City including but not limited to contractors engaged by the City to push, remove, store or dispose of disaster-generated debris or otherwise to respond to threats to life, public health, and safety or immediate threats of significant damage to property, during and following a state of emergency or disaster within the City.

Disaster-generated debris or debris means any material, including trees, branches, personal property and building material found on public or private property or public or private roads that was directly deposited by any occurrence that results in a declaration of a state of emergency. The term includes but is not limited to debris created by the removal of disaster-damaged interior and exterior materials from improved property, and household hazardous wastes such as, but not limited to, household cleaning supplies, insecticides and herbicides. The term “disaster-generated debris” or “debris” does not include concrete slabs or foundations on grade, or reconstruction debris consisting of materials used in the reconstruction of disaster-damaged improved property.

Emergency means the occurrence or imminent threat of widespread or substantial damage, injury, or loss of life or property resulting from any natural, artificial, or human cause. This may include, but is not limited to, fire, flood, hurricane, wind, thunderstorm, tornado.
hazardous material spill, epidemic, air contamination, critical material shortage, infestation, act of terrorism, cyber-attack, explosion, radiological dispersion or other major incident requiring emergency action to avert danger or damage.

*Mayor* means the Mayor of the City or, during any period in which the Mayor is absent, incapacitated, or otherwise unavailable, the highest-ranking person currently available to serve in this capacity, as determined by the line of succession established in accordance with this division.

*Order* means a proclamation, executive order, administrative policy, or other written directive made by the Mayor in accordance with this division.

*Private property* means land that is owned by nongovernmental entities and structures affixed to the land, including, but not limited to, tangible personal property contained within the structures. The term “private property” does not include private roads.

*Private road* means any nonpublic road that the City is not legally responsible to maintain. The term “private road” includes, but is not limited to, roads owned and maintained by homeowners associations, including gated communities, and roads for which no entity has claimed or exercised maintenance responsibility.

*Proclamation* means a written proclamation made by the Mayor in accordance with this division.

*State of emergency* means a state of local emergency authorized by F.S. 255.38 and declared within the limits of the City in accordance with subsection (c).

(b) *Mayoral authority and line of succession*. The Mayor shall file with the City Clerk a line of succession that establishes the order in which a City officer or staff member will act in the capacity of Mayor for purposes of this division during any period in which the Mayor is absent, incapacitated, or otherwise unavailable. The Mayor may amend that line of succession at any time by filing a new version with the City Clerk. The highest-ranked person in the line of succession must be the City Administrator; otherwise, the Mayor has
discretion to determine the ranking of City officers and staff in the line of succession.

(c) Declaration and duration of state of emergency.

(1) If an emergency poses an immediate danger to the public health, safety, or welfare of any portion of the City, the Mayor may declare a state of emergency by proclamation, and the initial duration of that state of emergency is seven days.

(2) If the proclamation declaring the state of emergency does not establish a specific date and time at which the state of emergency begins, the state of emergency is deemed to be effective as of 12:01 AM as of the date that proclamation is signed by the Mayor.

(3) If an emergency continues to pose an immediate danger to the public health, safety, or welfare, the Mayor may extend a state of emergency, as needed, in seven-day increments. Such extension must be made by proclamation, and such proclamation is deemed to extend the duration of the then-current state of emergency without interruption, regardless of when the proclamation is actually signed.

(4) A state of emergency may be terminated at any time by proclamation of the Mayor or by ordinance or resolution of City Council. Such termination must be supported by findings, contained in the proclamation or ordinance, that document the absence of an immediate danger to the public health, safety, or welfare.

(5) If a state of emergency has not been extended or terminated in accordance with this subsection, the state of emergency terminates by operation of law at the end of the then-current seven-day period.

(d) Invoking and exercising emergency powers.

(1) The Mayor may exercise an emergency power authorized by this division only after invoking such power pursuant to an order made in accordance with this division.
Unless a longer time period is explicitly authorized by this division, the Mayor may exercise an emergency power authorized by this division only during the state of emergency during which it was invoked.

The limits placed on the exercise of emergency powers by this division apply only to the coordinated exercise of such powers by the Mayor. Accordingly, these limits are not intended to restrict the ability of emergency personnel or other City staff participating in emergency response activities from taking action in response to an immediate threat to any person or property during the state of emergency.

Standards for orders.

In accordance with F.S. 252.46, an order has full force and effect of law when filed with the City Clerk.

Once an order has been filed with the City Clerk, the POD shall promptly distribute a copy of that order to each of the following: (i) to the Chief of Police; (ii) to the Fire Chief; (iii) to any applicable City department; (iv) to each member of City Council; (v) to Pinellas County government; (vi) to other applicable municipalities in the Tampa Bay area; (vii) to local media outlets; and (viii) to the public. The method of distribution used by the POD and the promptness with which the POD makes such distribution must be fair and reasonable under the circumstances.

An order must contain the following provisions: (i) a finding that there is an immediate danger to the public health, safety, or welfare that requires emergency action; (ii) a finding that the action authorized or taken by the order is necessary to protect the public interest; (iii) a finding that the procedure used to make the order is fair under the circumstances; (iv) a statement that the Mayor has considered these findings in making the order; (v) any information required for the exercise of certain emergency powers by section 2-427; (vi) any other information required by applicable law.
Sec. 2-426. - Emergency powers to be exercised generally.

(a) *Exercise of powers authorized by this section.* Once the Mayor has invoked an emergency power authorized by this section, the Mayor may exercise that power generally, without issuing an order for each specific exercise of that power.

(b) *Utilize City resources.* The Mayor may utilize any available resource of the City government necessary to cope with the emergency.

(c) *Emergency housing and warehousing.* The Mayor may make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(d) *Emergency operations centers and shelters.* The Mayor may establish emergency operations centers and shelters in addition to or in place of those provided for in the City’s emergency plan.

(e) *Confiscation.* The Mayor may order confiscation of any merchandise, equipment, vehicle, or other property needed to alleviate the emergency. No more than 60 days after termination of the state of emergency, the City shall either (i) return the confiscated property to its owner or (ii) compensate the owner of the confiscated property in an amount equal to the customary value charged for the property during the 90 days preceding the state of emergency.

(f) *Coordination and requests for assistance and resources.* The Mayor may coordinate with and request emergency assistance and resources from any federal, state, or local government, in accordance with the following, as applicable: (i) the Florida Comprehensive Emergency Management Plan; (ii) the Florida Emergency Management Assistance Compact; (iii) any interlocal agreement or mutual aid agreement to which the City is a party; and (iv) as otherwise authorized by law.

(g) *Removal of debris.* The Mayor may order the removal of disaster-generated debris in accordance with this division during the state of emergency and for as long afterwards as long as the Mayor determines that such removal is necessary for any of the following purposes: (i) to eliminate immediate threats to life, public health, and safety; (ii) to eliminate immediate threats of significant damage.
to improved public or private property; or (iii) to promote post-disaster economic recovery of the City.

(h) **Procurement.** The Mayor may invoke any of the following, individually or in combination: (i) any provision of State law regarding the emergency procurement of goods or services and (ii) the City’s provisions for emergency procurement in section 2-250. Any limit on expenditures imposed by any of these provisions does not limit overtime compensation for work performed by any City employee during the state of emergency unless otherwise required by law.

(i) **Waiver of procedures and formalities.** The Mayor, pursuant to F.S. 252.38(3), may waive the procedures and formalities otherwise required of the City pertaining to:

1. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts.
3. Incurring obligations.
4. Employment of permanent and temporary workers.
5. Utilization of volunteer workers.
6. Rental of equipment.
7. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
8. Appropriation and expenditure of public funds.

(j) **Suspension of enforcement.** The Mayor may suspend enforcement of any provision of City Code or any provision of any rule, regulation, policy, procedure, or other directive of any City department, if the Mayor determines that strict enforcement of that provision would prevent, hinder, or delay necessary action in coping with the emergency. Any suspension of enforcement pursuant to this subsection is not intended to constitute (i) waiver of enforcement of that provision following the state of emergency or (ii) forgiveness
of any fine, fee, or other cost that existed prior to the state of emergency of that is incurred or accumulates during the state of emergency.

Sec. 2-427. - Emergency powers to be exercised with specificity.

(a) *Exercise of powers authorized by this section.* The Mayor may exercise an emergency power authorized by this section only pursuant to an order providing reasonable notice of the specific conduct that will be required or prohibited pursuant to the exercise of that power.

(b) *Exceptions.* In invoking any emergency power authorized by this section, the Mayor may provide exceptions for certain activities, which may include any or all of the following: (i) compliance or assistance with an evacuation order; (ii) travel to a designated emergency shelter; (iii) provision of designated, essential services, such as fire, police, or utility repair; (iv) provision of medical services, including the transportation of patients to a health care facility and emergency calls by physicians; and (v) travel for the purpose of obtaining goods or services necessary to sustain the well-being of a person or that person's family or household.

(c) *Sale, dispensing, or transportation of items.* The Mayor may prohibit or regulate the sale, dispensing, or transportation of any or all of the following items: alcoholic beverages, explosives, or combustibles.

(d) *Curfews.* The Mayor may establish a curfew prohibiting pedestrians and vehicles from using any public roadway or other public property in the City. Such prohibition may be limited to certain areas or times of day, but regardless of the scope and duration, such curfew applies to any movement, standing, or parking during the time it is in effect.

(e) *Areas off limits.* The Mayor may declare certain areas off limits.

(f) *Use of fresh water.* The Mayor may limit the use of fresh water supplied by the City to specific times or for specific purposes, including cooking, drinking, or bathing.

(g) *Price gouging.* The Mayor may prohibit any person from charging more than the average retail price for any merchandise, goods, or services sold in the City during the state of emergency. For purposes
of this subsection, "average retail price" means the higher of the following: (i) the average price at which similar merchandise, goods, or services were sold during the 90 days preceding the state of emergency or (ii) the average wholesale cost plus the mark-up percentage that was charged for similar merchandise, goods, or services during the 90 days preceding the state of emergency.

(c) City Code chapter 2, article VIII, division 2, section 2-429 is hereby amended as follows:

Sec. 2-429. - Authority of the City Council.

Nothing in-Unless explicitly stated, this article shall be construed-is not intended to limit the authority of the City Council to declare or terminate a state of emergency and take any action authorized by law when sitting in regular or special session.

SECTION 3—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

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

Approved as to form and content:

[Signature]
City Attorney (Designee)
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation of the Kenwood Section – Southeast Kenwood Local Historic District, which shall roughly include 2000 and 2100 blocks of Burlington Avenue North, 3rd Avenue North, and 4th Avenue North (City File HPC 18-90300001).

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

REQUEST: The request is to designate the Kenwood Section – Southeast Kenwood Local Historic District as a local historic district to be included in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On May 8, 2018, the Community Planning and Preservation Commission held a public hearing on this matter, and voted unanimously 7 to 0 to recommend approval of the landmark designation to City Council.

Recommended City Council Action: 1) CONDUCT the second reading and quasi-judicial public hearing, AND 2) APPROVE the proposed ordinance

Attachments: Ordinance (including map), CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
Community Planning and Preservation Commission
Proposed Southeast Kenwood-Local Historic District

AREAS TO BE APPROVED,
SHOWN IN

CASE NUMBER
18-90300001

SCALE: 1" = 167'
Community Planning and Preservation Commission

Proposed Southeast Kenwood-Local Historic District

AREA TO BE APPROVED, SHOWN IN

CASE NUMBER 18-90300001

SCALE: 1" = 167'
ORDINANCE NO. _____


THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Kenwood Section – Southeast Kenwood Local Historic District, which includes the 2000 and 2100 Blocks of Burlington Avenue North, 3rd Avenue North, and 4th Avenue North, which is recognized for its significance as a highly intact collection of single-family residences and small-scale multi-family units, accessory buildings, and streetscapes dating to a period of significance spanning from 1914 to 1961, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Kenwood Section – Southeast Kenwood Local Historic District meets the following criteria:

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

SECTION 2. The City Council finds that the Kenwood Section – Southeast Kenwood Local Historic District meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

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

SECTION 3. The Kenwood Section – Southeast Kenwood Local Historic District, located within the following described boundaries, is hereby designated as a local historic district, and shall be added to the St. Petersburg Register of Historic Places, the list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

**Designation Boundary**

The official boundary of the local landmark designation shall encompass the entire parcels, generally described as Gautier’s Subdivision Lots 1 and 2; Royal Palm Park Lots 1 through 13; and Bronx Subdivision Block 8, Lots 9 through 16, Block 9, Lots 9 through 16, Block 10, lots 1 through 16, and Block 11, Lots 1 through 16 and as depicted on Exhibit “A.”

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

Approved as to Form and Substance: 5/21/18

City Attorney (or Designer) 5/17/18

Planning and Economic Development Department 5/17/18
Boundaries and Contributing Properties
Southeast Kenwood
Local Historic District

Contributing Building-Primary Residence
- Non-Contributing Building-Primary Residence
- Contributing Property
- Contributing Building-Garage Apartment
- Contributing Building-Garage
- Non-Contributing Property
- Non-Contributing Resource
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
May 8, 2018

QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 18-90300001

Request: Owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.

Location: The proposed district includes all parcels bounded by 20th Street North to the east, 22nd Street North to the west, the alley between 2nd Avenue North and Burlington Avenue North to the south, and the alley between 4th Avenue North and Dartmouth Avenue North to the north.

Staff Presentation

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

Applicant Presentation

Brenda Gordon gave a PowerPoint presentation in support of the request.

Public Hearing

The following people spoke in support of the request:

Earl Waters, 2901 3rd Ave N
Maria Herrera, 2058 3rd Ave N
Brenda Gordon, 2934 Burlington Ave N
James Woodfield, 2253 Central Ave, #105
Bob Jeffrey, 2302 1st Ave N
Mary Jo Baker, 2225 4th Ave N and representing Historic Kenwood NA Artist Enclave
Caryn Nesmith, 2059 Burlington Ave N
Laura McGrath, 2900 Burlington Ave N
Peter Belmont, 102 Fareham Pl N and representing Preserve the Burg
John Stewart, 2130 Burlington Ave N
Joel Rhodes, 2120 4th Ave N
Arwen Saxon, 2135 & 2143 Burlington Ave N
Madeline Gulliver, 2027 Burlington Ave N

Closing Remarks

Derek Kilborn stated that this is a great opportunity to say that every small contribution from a resident in a neighborhood has a long meaningful arc over time. This process today began over 20 years ago with individual investments by people who resides in that neighborhood and those investments grew to become what was a
National Register designation in the early 2000s and lead up to this process that we have to consider today. So, never discount how small your contribution is to the neighborhood. He also complimented the applicants who have done an exceptional job organizing this effort on the way they have put this application together; it will be a model for other neighborhood associations to follow as well as a model for staff to refer to. Finally, in reference to the encouragement of City Council to City-initiate future applications by Peter Belmont, he acknowledged the Historic Preservation staff, Laura Duvekot and Larry Frey, who continue to provide assistance on each of these applications and help the residents understand the general designation process as well as the possible outcomes.

Executive Session

Commissioner Rogo asked if the approval of today’s designation will diminish the ability of other districts within the Historic Kenwood neighborhood to bring forward similar applications and wanting to avoid an enclave within Historic Kenwood that would have a greater number of new structures than historic structures. Ms. Duvekot stated that she did not believe so; there is a procedure for expansion of Local Historic Districts and there is no concentration large enough in Historic Kenwood that would create such a challenge.

Commissioner Rogo stated that he would like to see the entire Kenwood neighborhood designated but does understand the challenges; he would like to find a way to help the neighborhood get there.

Commissioner Michaels stated that he would like to see the entire Kenwood neighborhood designated as a Local Historic District and understands the difficulties; he feels that the policy issues need to be addressed. He congratulated all for their efforts in this process; very aspiring and a terrific achievement.

Commissioner Burke asked how small a district can be. Mr. Kilborn stated that staff has had that discussion with City Council and currently they are comfortable with the criteria in place already. He believes that a lot of that was influenced by a recent application of Mediterranean Row in the Old Northeast neighborhood on 19th Avenue. That was clearly an example where half of the block made sense and if any minimums were in place, which would have prevented that application from being considered.

**MOTION:** Commissioner Reese moved and Commissioner Michaels seconded a motion to approve the designation of Southeast Kenwood Local Historic District to the St. Petersburg Register of Historic Places in accordance with the staff report.

**VOTE:**

YES – Burke, Michaels, Reese, Rogo, Wolf, Wannemacher, Carter

NO – None

Motion passed by a vote of 7 to 0.
STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION
REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on May 8, 2018 beginning at 2:00 PM, Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

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

<table>
<thead>
<tr>
<th>CASE NUMBER:</th>
<th>HPC 18-90300001</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PROPERTIES INCLUDED IN POTENTIAL DISTRICT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>20th St. N.: 312 and 400.</td>
</tr>
<tr>
<td>21st St. N.: 330 and 415.</td>
</tr>
<tr>
<td>22nd St. N.: 261, 301, and 327.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGAL DESCRIPTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gautier’s Subdivision: Lots 1 and 2;</td>
</tr>
<tr>
<td>Royal Palm Park: Lots 1 through 13;</td>
</tr>
<tr>
<td>Bronx Subdivision:</td>
</tr>
<tr>
<td>Block 8, Lots 9 through 16;</td>
</tr>
<tr>
<td>Block 9, Lots 9 through 16;</td>
</tr>
<tr>
<td>Block 10 – Lots 1 through 16; and</td>
</tr>
<tr>
<td>Block 11 – Lots 1 through 16.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LANDMARK NAME:</th>
<th>Southeast Kenwood Local Historic District</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER:</td>
<td>Multiple</td>
</tr>
<tr>
<td>APPLICANTS:</td>
<td>Maria Herrera-Turner</td>
</tr>
<tr>
<td>REQUEST:</td>
<td>Designation of the properties noted above as a local historic district to be added to the St. Petersburg Register of Historic Places</td>
</tr>
</tbody>
</table>
Contents
Background .................................................................................................................. 1
Staff Findings ................................................................................................................ 2
  Summary ...................................................................................................................... 2
  Narrative Description and Historical Context ............................................................ 3
  Historic Significance and Satisfaction of Eligibility Criteria ........................................ 13
  Historic Integrity ......................................................................................................... 15
Character-Defining Features ......................................................................................... 17
Results of Designation .................................................................................................. 17
Consistency with St. Petersburg’s Comprehensive Plan, Existing Land Use Plan, and Future Land Use Plan ................................................................................................................. 18
District Name ................................................................................................................. 19
Recommendation ............................................................................................................ 20
References ...................................................................................................................... 21
Appendix A: Sample Ballot ............................................................................................. 1
Appendix B: Local Historic Landmark Designation Application ..................................... 2
Appendix C: Additional Staff Photographs of Proposed District ...................................... 3
Appendix D: Maps of Proposed District .......................................................................... 4
BACKGROUND

The Kenwood Historic District (referred to herein as the Kenwood National Register Historic District for clarity), a residential area encompassing approximately 375 acres and over 2,000 buildings, was listed in the National Register of Historic Places on June 18, 2003. A portion of the district, is the subject of this application for local historic district designation.

During the winter of 2017, at the request of property owners and the Kenwood Neighborhood Association, City staff held several meetings with residents of the properties within the southeastern area of the Kenwood National Register Historic District, at which the possibility, process, and implications of designating a portion of the National Register district as a local historic district were discussed. Owners of all properties located within the boundaries of the proposed local district considered herein were notified by staff via direct mail invitation of a meeting held on January 28, 2018 at Metro Wellness and Community Center. At this meeting, staff explained the distinction between National Register and local district designation and discussed the process and effects of local designation with property owners. In addition to meetings with staff, the applicants conducted an organized and thorough effort to educate property owners both within and surrounding the proposed district on the process and effects of seeking local district designation. Staff remained available to individually answer any specific questions that owners had about designation of the resulting Certificate of Appropriateness (COA) process.

St. Petersburg’s Historic Preservation Ordinance, City Code Section 16.30.070.2, specifies that, in order for an application for local historic district designation to be considered complete and proceed to public hearing before the Community Planning and Preservation Commission (CPPC) and City Council, support for the application from owners of 50% + 1 parcels within the district must be shown through ballots issued by, and returned to, City staff. Individual ballots were mailed on February 16, 2018 by staff to each registered owner of property within the boundaries of the proposed district. These boundaries were suggested by the applicant and evaluated by staff to be in keeping with criteria for local historic district eligibility, as established by City Code and guided by national standards set by the National Park Service.

A total of 129 ballots were mailed to owners of 97 parcels. Per Code, each parcel is counted as a single vote, but conflicting votes from multiple owners of a single parcel shall cancel one another out. Votes of support have been received from all owners of 65 of the proposed district’s 97 properties, or 67 percent. A vote of opposition was received by two (2) owners (2 percent), and return ballots were not received from owners of the remaining 30 (31 percent) properties. A sample ballot is included in Appendix A of this report.

A completed Local Landmark Designation Application form and the required fee were received by staff on March 22, 2018. Since ballots showing sufficient support to proceed had already been received by that date, the application was determined to be complete at that time. The application was prepared by Maria Herrera-Turner, chairwoman of Residents for Southeast Kenwood Local Historic District and owner of property within the propose district. Laura McGrath and Brenda Gordon; Robert Jeffrey, Caryn Nesmith, Geraldine Del Grande, John Stewart, Jeffery
Vest, Diohn Brancaleoni, Lisa Presnail, all owners of property within the proposed district; and Tom McGrath. Local historic preservation nonprofit Preserve the 'Burg “provided significant funding...and championed [the group’s] efforts.” The Local Historic Landmark Designation Application narratives and photographic documentation provide a thorough evaluation of the properties within the proposed district and justification for their listing in the St. Petersburg Register of Historic Preservation (Appendix B). Staff analysis of the application’s merit follows.

STAFF FINDINGS

Summary
Staff recommends approval of the attached application for designation of the Southeast Kenwood Local Historic District as a resource listed in the St. Petersburg Register of Historic Places due to its satisfaction of the following criteria:

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

E. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

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

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

Only one criterion must be met in order for a property to be designated as a local landmark.

There are 97 parcels in the proposed district, of which 91, or 94 percent, are contributing, and six (6) are non-contributing. Contributing resources, all of which are residential in nature, were constructed between 1914 and 1961, making this 47-year span the Period of Significance for the district. Although the architectural identity of the district is most visibly tied to the Craftsman-style bungalow, contributing resources also can be found which exhibit the American Foursquare, Dutch Colonial Revival, Mid-Century Modern, Minimal Traditional, Mission, Prairie, and Tudor Revival styles. The district additionally contains a significant number of resources, both primary residential buildings and ancillary garage or garage apartment buildings, whose vernacular character does not necessarily reference a formal architectural style, but are demonstrative of local building practices and materials of their era. The proposed district is visibly united by a cohesive rhythm of early twentieth century residences and has retained a number of historic landscape features, such as brick streets, granite curbs, hexagonal concrete block sidewalks, and mature street trees. Collectively these six city blocks, though only a fraction of the larger Kenwood National Register Historic District, create a cohesive, intact, and easily-legible selection of homes that depict the developmental history of one of St. Petersburg’s earliest streetcar suburbs.
Historical Context

The southern portion of the Florida peninsula remained largely unsettled through the mid-nineteenth century. The expansion of railroad construction further into the state allowed a growing number of large-scale landowners to begin developing what had previously been agricultural land in the final decades of the 1800s. One such landowner was Peter Demens (born Pyotr Alexeyevitch Dementyev), a Russian immigrant and speculative real estate developer. Partially financed by Philadelphian and fellow area landowner Hamilton Disston, Demens expanded a rail line into, and platted the land that would become St. Petersburg. When the first trains arrived in the newly-named town in 1888, it was home to only 30 residents. By 1892, when St. Petersburg was incorporated as a city, the population had grown to over 300.

Demens did not remain in Florida, but Disston’s brother Jacob and a group of fellow Philadelphia investors including Frank A. Davis, George Gandy, and Charles Hall continued to develop the land surrounding downtown St. Petersburg through the dawn of the twentieth century. Other notable developers included C.M. Roser and C. Perry Snell, whose developments spread north and south of the downtown center. Over 20,000 residential lots were created in St. Petersburg between 1911 and 1914 alone. Charles Hall, who is often credited with being one of the primary drivers of development of the neighborhood now known as Kenwood, filed the plats for Hall’s Central Avenue Subdivisions No. 1 and No. 2 on January 22 of 1914. This plat created a number of residential parcels to the west of the proposed district and reserved Seminole Park as a community space, which is continues to be today (Figure 1).

Figure 1: Halls Central Avenue Subdivision No. 2. Plat filed January 22, 2017.

1 This context statement is distilled from the nomination form for the Kenwood National Register Historic District (8P11176).
The individual residential plats for what would become the proposed district were filed in 1921, 1923, and 1925, though at least two contributing resources (the residences at 2100 3rd Ave. N. and 2101 4th Ave. N.) predate this land division, having been documented to have construction dates of 1915 and 1914, respectively.

Throughout St. Petersburg, tracks were laid and roads were paved, connecting planned residential neighborhoods to the central business district. Developers, investors, and the City itself began promoting "the Sunshine City" heavily to tourists, transplants, and winter residents. In fact, St. Petersburg became the first American city government to hire a public relations director when John Lodwick was appointed in 1918. Promotional campaigns were successful, and as the city's population grew, so too did the number of boarding houses, apartments, and hotels.

The neighborhood now known collectively as Kenwood was developed rapidly during the 1920s, with many of the houses being constructed by speculative builders. Within the proposed district, 59 of the 91 contributing primary residences were constructed between 1921 and 1927, including three (3) apartment buildings and 56 single family residences. The vast majority of these resources exhibit the Craftsman architectural style that has become nearly synonymous with the name "Kenwood;" the second-most prevalent style (or lack thereof) tends to be vernacular cottages which don't follow a formal architectural aesthetic, but many of these, still, feature references to the Craftsman movement in their form and massing. Small, two- or three-story apartment buildings featuring ten or fewer dwelling units, are found somewhat commonly in St. Petersburg's early-twentieth century neighborhoods, often on large corner parcels. These buildings, along with garage apartments, provided access to established neighborhoods for both winter residents and individuals at life stages or income levels that were unable to purchase single-family homes.

The Florida Land Boom swept the state beginning in 1920 and peaked in 1925 before crashing in 1926-1927. Construction in St. Petersburg came to a virtual halt, though the local tourism industry remained fairly steady until 1930. The city's status as an "escape," being a winter resort town, helped the local economy survive the Great Depression despite the drastic slowdown of construction. Nonetheless, some residential building continued, primarily in the form of the filling-in of empty parcels in neighborhoods developed during the Land Boom.

Although tourism essentially ceased during World War II, a number of empty hotels were used as military barracks, resulting in over 100,000 military personnel passing through St. Petersburg in 1942 and 1943. At the war's end, the city's population boomed once more when servicemen who had come to St. Petersburg for training returned to become permanent residents. Post-war development would drift further from the city's center as families, retirees, and winter residents were attracted to decentralized, suburban forms.

Many of the city's Boom-era neighborhoods suffered from neglect as suburbs became more fashionable. Kenwood was no exception; by the early 1990s nearly 90% of its properties were tenant-occupied. The Historic Kenwood Neighborhood Association formed in 1990, with goals that included promoting home ownership, decreasing crime rates, and promoting pride of place. The neighborhood has since accomplished a high proportion of owner-occupied homes,
improved Seminole Park with a new pavilion, and hosts an annual “BungalowFest” to celebrate its architectural heritage.

**Existing Conditions**

Detailed architectural descriptions of each of the 97 properties within the proposed district, including 97 primary residential buildings, and an additional 52 detached garage or garage apartment accessory buildings,\(^2\) is included in the Local Landmark Designation Application (Appendix B). Of the 90 contributing primary buildings, two (2) exhibit the American Foursquare style, 45 the Craftsman style, one (1) each display the Dutch Colonial Revival and Mid-Century Modern styles, eight (8) are Minimal Traditional, three (3) are Mission style, two (2) are Prairie style, five (5) are Tudor Revival, and 23 are vernacular, meaning that they do not necessarily exhibit a formal architectural style but reflect common materials and design and construction processes for their time. As shown in Figure 2, the Florida Land Boom of 1920-1927 fostered the majority of the growth within the proposed district.

![Styles Constructed by Historic Period](image)

**Figure 2: Contributing resources in proposed district demonstrating popularity of various styles over time.**

Additionally, and despite the obvious dominance of the Craftsman style during this period, however, the greatest number of styles was used during this period, with a total of six (6) styles, ranging from the rustic Dutch Colonial Revival to the eclectic Mission style, appearing with these construction dates. Relatively simple styles such as Minimal Traditional became more popular both during the lean years following the Land Boom’s end, and the period of construction that followed the end of World War II. However, the area had been largely developed by that time,

\(^2\) The distinction between “garage” and “garage apartment” was made based on field observations only. Garage apartments, therefore, are garages that contain what appears to be finished rooms or living space, not necessarily rented units.
so not only was development therein fairly limited, but it was confined to more traditional proportions than elsewhere in the city by the pattern of deep but narrow parcels which had already been established. This blend of architectural styles is fairly representative of that found in the Kenwood National Register Historic District as a whole. Nearly all accessory buildings within the proposed district are relatively utilitarian and vernacular in style, although several feature architectural references to the style of the primary building on their properties.

The Southeast Kenwood Local Historic District, like the Kenwood National Register Historic District overall, retains the historic landscape characteristics which so enhance its significance as an early twentieth century suburb. Streets and avenues follow a tidy grid pattern, with blocks generally divided into long and narrow parcels to accommodate a primary residence and accessory garage building. Corner lots are generally 50 feet wide (sometimes housing apartment buildings rather than single family dwellings), with the remaining center lots being 45 feet wide. Parcels are typically 128 feet deep throughout the proposed district. The application notes that front porches tend to be roughly 15 to 18 feet from the sidewalk edge, with the primary dwelling’s façade featuring a total 22- to 25-foot setback. This neighborhood design reflects both the growing importance of automobiles, which were prevalent enough that homes were consistently constructed with garages, and the retention of the traditional urban housing form, which placed front porches at “conversation distance” from sidewalks and, therefore, friendly interactions with neighbors.

Of the 81 contributing single family residences within the proposed district 73, or about 90 percent are one (1) or 1.5 stories; the remaining eight (8) houses are two stories. There are nine (9) multi-family buildings, which are fairly evenly divided with four (4), all duplexes, being one story in height, and the remaining five (5) featuring two stories.

A total of five (5) properties were documented as non-contributing in the nomination paperwork for the Kenwood National Register Historic District, but, due to the time that has lapsed since the survey for that project was done, have now surpassed 50 years in age and are considered contributing for the purposes of this local district designation. These buildings, constructed between 1955 and 1961, were constructed within the existing neighborhood framework, as noted above. Interestingly, three (3) of these buildings were constructed as duplexes and are vernacular in nature, perhaps emphasizing the need for affordable housing in accessible neighborhoods during this post-War growth era.

Burlington, Third, and Fourth Avenues North, as well as 21st Street North retain their historic vitrified brick pavement. Many areas additionally retain their historic hexagonal concrete block sidewalks, and granite curbs are present along nearly every street within the proposed district. These historic landscape features are protected by St. Petersburg’s Traditional Streetscape Policy, and their continued presence heightens the sense of connection to the past that permeates the proposed district. Mature street trees create a dense canopy that further connects each individual property to the surrounding neighborhood, the street, and to one another. A number of front yards have been fenced, though these fences are generally both low and feature high transparency, thus allowing the streetscape to retain a feeling of openness. Rear yards often
The proposed district’s boundaries encompass all properties fronting the 2000 and 2100 blocks of Burlington Ave. N., 3rd Ave. N., and 4th Ave. N., as well as the small number of buildings facing 20th St. N., 21st St. N., and 22nd St. N. within the boundary created by 20th St. N., 22nd St. N., the alley south of Burlington Ave. N., and the alley north of 4th Ave. N. (Figure 4). Although these boundaries do not include the entirety of the developmentally-united area known as Kenwood and listed as the Kenwood National Register Historic District, they define a logical and cohesive section of the neighborhood. The proposed district is clearly and visibly a collection of resources with a commonality of developmental and social history.

The boundaries were proposed by the applicants after a number of conversations with staff and several meetings with property owners concerning the most appropriate method of capturing this historically significant portion of the much larger, but no less significant, Kenwood National Register Historic District. As discussed further below, this approach is consistent with St. Petersburg City Code Section 16.30.070.2.S.D, Criteria for designation of property.
Figure 4: Proposed Boundaries and Contributing Properties to Kenwood Section – Southeast Kenwood Local Historic District
### Contributing Properties

<table>
<thead>
<tr>
<th>Address</th>
<th>Building Type</th>
<th>Year Built</th>
<th>Style</th>
<th>FMSF No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>20th St. N.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>312</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>400</td>
<td>Duplex (aka 2001 4th Ave. N.)</td>
<td>1939</td>
<td>Vernacular</td>
<td>8PI11108</td>
</tr>
<tr>
<td>400</td>
<td>Garage</td>
<td>1939</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>21st St. N.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>330</td>
<td>Triplex</td>
<td>1940</td>
<td>Vernacular</td>
<td>8PIO7603</td>
</tr>
<tr>
<td>22nd St. N.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>301</td>
<td>Duplex</td>
<td>1959</td>
<td>Vernacular</td>
<td>8PI11118</td>
</tr>
<tr>
<td>327</td>
<td>Single Family Residence</td>
<td>1923</td>
<td>Vernacular</td>
<td>8PIO7608</td>
</tr>
<tr>
<td>3rd Ave. N.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7842</td>
</tr>
<tr>
<td>2001</td>
<td>Single Family Residence</td>
<td>1921</td>
<td>Craftsman</td>
<td>8PIO7843</td>
</tr>
<tr>
<td>2010</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7844</td>
</tr>
<tr>
<td>2011</td>
<td>Single Family Residence</td>
<td>1946</td>
<td>Minimal Traditional</td>
<td>8PI11049</td>
</tr>
<tr>
<td>2020</td>
<td>Single Family Residence</td>
<td>1930</td>
<td>Craftsman</td>
<td>8PIO7846</td>
</tr>
<tr>
<td>2025</td>
<td>Garage Apartment</td>
<td>1930</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2026</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7847</td>
</tr>
<tr>
<td>2026</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2035</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7849</td>
</tr>
<tr>
<td>2036</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7313</td>
</tr>
<tr>
<td>2036</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2042</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7850</td>
</tr>
<tr>
<td>2045</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Minimal Traditional</td>
<td>8PIO7851</td>
</tr>
<tr>
<td>2045</td>
<td>Garage Apartment</td>
<td>1942</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2050</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7852</td>
</tr>
<tr>
<td>2053</td>
<td>Single Family Residence</td>
<td>1924</td>
<td>Craftsman</td>
<td>8PIO7853</td>
</tr>
<tr>
<td>2053</td>
<td>Garage Apartment</td>
<td>1924</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2058</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7854</td>
</tr>
<tr>
<td>2058</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2059</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Vernacular</td>
<td>8PIO7855</td>
</tr>
<tr>
<td>2059</td>
<td>Garage</td>
<td>1940</td>
<td>Vernacular</td>
<td></td>
</tr>
<tr>
<td>2100</td>
<td>Single Family Residence</td>
<td>1915</td>
<td>Craftsman</td>
<td>8PIO7856</td>
</tr>
<tr>
<td>2101</td>
<td>Single Family Residence</td>
<td>1922</td>
<td>Craftsman</td>
<td>8PIO7857</td>
</tr>
<tr>
<td>2109</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7314</td>
</tr>
<tr>
<td>2109</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2110</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7858</td>
</tr>
<tr>
<td>2121</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8PIO7859</td>
</tr>
<tr>
<td>2126</td>
<td>Single Family Residence</td>
<td>1922</td>
<td>Craftsman</td>
<td>8PIO7860</td>
</tr>
<tr>
<td>Address</td>
<td>Building Type</td>
<td>Year Built</td>
<td>Style</td>
<td>FMSF No.</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------</td>
<td>------------</td>
<td>-------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>2127</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107315</td>
</tr>
<tr>
<td>2134</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107861</td>
</tr>
<tr>
<td>2134</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2142</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107863</td>
</tr>
<tr>
<td>2142</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2143</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107316</td>
</tr>
<tr>
<td>2143</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2155</td>
<td>Single Family Residence</td>
<td>1924</td>
<td>Craftsman</td>
<td>8P107864</td>
</tr>
<tr>
<td>2155</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2158</td>
<td>Duplex</td>
<td>1960</td>
<td>Vernacular</td>
<td>N/A</td>
</tr>
<tr>
<td>2000</td>
<td>Single Family Residence</td>
<td>1924</td>
<td>Craftsman</td>
<td>8P107969</td>
</tr>
<tr>
<td>2010</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107339</td>
</tr>
<tr>
<td>2010</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2011</td>
<td>Single Family Residence</td>
<td>1948</td>
<td>Vernacular</td>
<td>8P10979</td>
</tr>
<tr>
<td>2012</td>
<td>Garage</td>
<td>1954</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2020</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Vernacular</td>
<td>8P107968</td>
</tr>
<tr>
<td>2020</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2023</td>
<td>Single Family Residence</td>
<td>1929</td>
<td>Vernacular</td>
<td>8P107967</td>
</tr>
<tr>
<td>2023</td>
<td>Garage</td>
<td>1957</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2026</td>
<td>Single Family Residence</td>
<td>1928</td>
<td>Vernacular</td>
<td>8P107194</td>
</tr>
<tr>
<td>2029</td>
<td>Single Family Residence</td>
<td>1945</td>
<td>Minimal Traditional</td>
<td>8P107340</td>
</tr>
<tr>
<td>2029</td>
<td>Garage</td>
<td>1945</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2034</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Tudor Revival</td>
<td>8P107195</td>
</tr>
<tr>
<td>2035</td>
<td>Single Family Residence</td>
<td>1939</td>
<td>Minimal Traditional</td>
<td>8P107196</td>
</tr>
<tr>
<td>2035</td>
<td>Garage</td>
<td>1939</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2044</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Tudor Revival</td>
<td>8P107341</td>
</tr>
<tr>
<td>2045</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Vernacular</td>
<td>8P107138</td>
</tr>
<tr>
<td>2045</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2050</td>
<td>Single Family Residence</td>
<td>1924</td>
<td>Craftsman</td>
<td>8P107197</td>
</tr>
<tr>
<td>2050</td>
<td>Garage</td>
<td>1924</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2051</td>
<td>Single Family Residence</td>
<td>1936</td>
<td>Tudor Revival</td>
<td>8P107198</td>
</tr>
<tr>
<td>2051</td>
<td>Garage</td>
<td>1936</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2062</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Minimal Traditional</td>
<td>8P107199</td>
</tr>
<tr>
<td>2062</td>
<td>Garage Apartment</td>
<td>1939</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2101</td>
<td>Single Family Residence</td>
<td>1914</td>
<td>Craftsman</td>
<td>8P107200</td>
</tr>
<tr>
<td>2101</td>
<td>Garage Apartment</td>
<td>1936</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2109</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107201</td>
</tr>
<tr>
<td>2109</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>Address</td>
<td>Building Type</td>
<td>Year Built</td>
<td>Style</td>
<td>FMSF No.</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>2110</td>
<td>Single Family Residence</td>
<td>1927</td>
<td>Craftsman</td>
<td>8P107202</td>
</tr>
<tr>
<td>2110</td>
<td>Garage</td>
<td>1927</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2120</td>
<td>Single Family Residence</td>
<td>1926</td>
<td>Vernacular</td>
<td>8P107342</td>
</tr>
<tr>
<td>2125</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107203</td>
</tr>
<tr>
<td>2126</td>
<td>Single Family Residence</td>
<td>1923</td>
<td>Craftsman</td>
<td>8P107204</td>
</tr>
<tr>
<td>2126</td>
<td>Garage</td>
<td>1923</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2134</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Vernacular</td>
<td>8P107205</td>
</tr>
<tr>
<td>2134</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2135</td>
<td>Single Family Residence</td>
<td>1924</td>
<td>Craftsman</td>
<td>8P107206</td>
</tr>
<tr>
<td>2135</td>
<td>Garage</td>
<td>1924</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2140</td>
<td>Single Family Residence</td>
<td>1948</td>
<td>Vernacular</td>
<td>8P10980</td>
</tr>
<tr>
<td>2145</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107207</td>
</tr>
<tr>
<td>2145</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2150</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107208</td>
</tr>
<tr>
<td>2150</td>
<td>Garage</td>
<td>1928</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2151</td>
<td>Single Family Residence</td>
<td>1955</td>
<td>Vernacular</td>
<td>8P107209</td>
</tr>
<tr>
<td>2159</td>
<td>Single Family Residence</td>
<td>1927</td>
<td>American</td>
<td>8P107210</td>
</tr>
<tr>
<td>2159</td>
<td>Garage Apartment</td>
<td>1927</td>
<td>Vernacular</td>
<td>-</td>
</tr>
</tbody>
</table>

**Burlington Ave. N.**

<table>
<thead>
<tr>
<th>Address</th>
<th>Building Type</th>
<th>Year Built</th>
<th>Style</th>
<th>FMSF No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>Apartment Building</td>
<td>1924</td>
<td>Mission</td>
<td>8P107274</td>
</tr>
<tr>
<td>2003</td>
<td>Garage Apartment</td>
<td>1924</td>
<td>Mission</td>
<td>-</td>
</tr>
<tr>
<td>2010</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Vernacular</td>
<td>8P107927</td>
</tr>
<tr>
<td>2010</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2011</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107926</td>
</tr>
<tr>
<td>2011</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2020</td>
<td>Apartment Building</td>
<td>1926</td>
<td>Mission</td>
<td>8P107275</td>
</tr>
<tr>
<td>2021</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107925</td>
</tr>
<tr>
<td>2021</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2026</td>
<td>Single Family Residence</td>
<td>1961</td>
<td>Mid-Century</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Modern</td>
<td></td>
</tr>
<tr>
<td>2027</td>
<td>Single Family Residence</td>
<td>1924</td>
<td>Craftsman</td>
<td>8P107924</td>
</tr>
<tr>
<td>2034</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Minimal Traditional</td>
<td>8P107923</td>
</tr>
<tr>
<td>2034</td>
<td>Garage</td>
<td>1938</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2035</td>
<td>Single Family Residence</td>
<td>1947</td>
<td>Minimal Traditional</td>
<td>8P11059</td>
</tr>
<tr>
<td>2035</td>
<td>Garage</td>
<td>1947</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2042</td>
<td>Single Family Residence</td>
<td>1935</td>
<td>Vernacular</td>
<td>8P107276</td>
</tr>
<tr>
<td>2042</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2045</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107922</td>
</tr>
<tr>
<td>2045</td>
<td>Garage Apartment</td>
<td>1935</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2050</td>
<td>Single Family Residence</td>
<td>1946</td>
<td>Vernacular</td>
<td>8P107921</td>
</tr>
</tbody>
</table>
### Address Building Type Year Built Style FMSF No.

<table>
<thead>
<tr>
<th>Address</th>
<th>Building Type</th>
<th>Year Built</th>
<th>Style</th>
<th>FMSF No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2051</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107920</td>
</tr>
<tr>
<td>2059</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107919</td>
</tr>
<tr>
<td>2062</td>
<td>Single Family Residence</td>
<td>1947</td>
<td>Vernacular</td>
<td>8P11062</td>
</tr>
<tr>
<td>2100</td>
<td>Single Family Residence</td>
<td>1926</td>
<td>Vernacular</td>
<td>8P107277</td>
</tr>
<tr>
<td>2100</td>
<td>Garage Apartment</td>
<td>1926</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2101</td>
<td>Single Family Residence</td>
<td>1937</td>
<td>Tudor Revival</td>
<td>8P107278</td>
</tr>
<tr>
<td>2110</td>
<td>Single Family Residence</td>
<td>1926</td>
<td>Craftsman</td>
<td>8P107918</td>
</tr>
<tr>
<td>2110</td>
<td>Garage</td>
<td>1926</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2111</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107279</td>
</tr>
<tr>
<td>2111</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2120</td>
<td>Duplex</td>
<td>1959</td>
<td>Vernacular</td>
<td>N/A</td>
</tr>
<tr>
<td>2123</td>
<td>Duplex</td>
<td>1960</td>
<td>Vernacular</td>
<td>N/A</td>
</tr>
<tr>
<td>2123</td>
<td>Garage Apartment</td>
<td>1926</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2125</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>American Foursquare</td>
<td>8P107123</td>
</tr>
<tr>
<td>2125</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2130</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Prairie</td>
<td>8P107917</td>
</tr>
<tr>
<td>2130</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2134</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Dutch Colonial Revival</td>
<td>8P107124</td>
</tr>
<tr>
<td>2135</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Craftsman</td>
<td>8P107125</td>
</tr>
<tr>
<td>2135</td>
<td>Garage</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2142</td>
<td>Single Family Residence</td>
<td>1925</td>
<td>Prairie</td>
<td>8P107126</td>
</tr>
<tr>
<td>2142</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2143</td>
<td>Single Family Residence</td>
<td>1926</td>
<td>Craftsman</td>
<td>8P107280</td>
</tr>
<tr>
<td>2143</td>
<td>Garage</td>
<td>1926</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2159</td>
<td>Single Family Residence</td>
<td>1926</td>
<td>Craftsman</td>
<td>8P107916</td>
</tr>
<tr>
<td>2159</td>
<td>Garage</td>
<td>1926</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2162</td>
<td>Single Family Residence</td>
<td>1941</td>
<td>Minimal Traditional</td>
<td>8P107281</td>
</tr>
<tr>
<td>2162</td>
<td>Garage</td>
<td>1941</td>
<td>Vernacular</td>
<td>-</td>
</tr>
<tr>
<td>2163</td>
<td>Apartment Building</td>
<td>1925</td>
<td>Mission</td>
<td>8P107915</td>
</tr>
<tr>
<td>2163</td>
<td>Garage Apartment</td>
<td>1925</td>
<td>Mission</td>
<td>-</td>
</tr>
</tbody>
</table>

### Non-Contributing Properties

<table>
<thead>
<tr>
<th>Address</th>
<th>Building Type</th>
<th>Year Built</th>
<th>Reason for Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>21st St. N.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>415</td>
<td>Single Family Residence</td>
<td>1930</td>
<td>Loss of Integrity</td>
</tr>
<tr>
<td>3rd Ave. N.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>Single Family Residence</td>
<td>1997</td>
<td>Year Built</td>
</tr>
<tr>
<td>2120</td>
<td>Single Family Residence</td>
<td>1988</td>
<td>Year Built</td>
</tr>
<tr>
<td>2121</td>
<td>Garage Apartment</td>
<td>2013</td>
<td>Year Built</td>
</tr>
</tbody>
</table>
4th Ave. N.

<table>
<thead>
<tr>
<th>2119</th>
<th>Single Family Residence</th>
<th>1986</th>
<th>Year Built</th>
</tr>
</thead>
</table>

Burlington Ave. N.

| 2000 (vacant and unbuildable parcel) | Vacant | Vacant | Building demolished |
| 2134 | Garage | 1925 | Loss of Integrity |
| 2152 | Single Family Residence | 2017 | Year Built |

Historic Significance and Satisfaction of Eligibility Criteria

Summary

Staff finds the proposed *Southeast Kenwood Local Historic District* to be eligible for listing as a resource listed in the St. Petersburg Register of Historic Places due to its satisfaction of the following criteria:

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

E. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

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

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

Its period of significance spans from 1914 to 1961, the period during which its contributing resources were constructed. The district additionally exhibits a high degree of integrity overall, making it a legible and significant tangible connection to St. Petersburg’s early twentieth century developmental history.

Criteria for Significance

Eligibility for the St. Petersburg Register of Historic Places is determined through evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that contributing resources within the proposed district were constructed between 1914 and 1961, meaning that they range from 57 to 104 years in age. This surpasses the 50-year mark that serves as the general milestone at which resources begin to be considered potentially historic.

Evaluation of potential local historic landmarks then considers a resource’s historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based off of the National Park Service’s criteria for placement in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed
Southeast Kenwood Local Historic District, staff finds that the resource satisfies the St. Petersburg Register criteria as follows.

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

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

In the area of Community Planning and Development, the Southeast Kenwood Local Historic District serves as a significant representation of an early twentieth century suburb. This significance was recognized through the listing of the larger Kenwood National Register Historic District by the National Park Service in 2003. The proposed district’s uniform grid, auto access via rear alleys, and central community space uphold this significance to a remarkable degree.

E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;

The proposed district contains a collection of 97 primary houses, of which 90 are recommended for designation as contributing buildings. While individually these buildings may not each represent a high style, collectively they successfully depict both the stylistic tastes and desired housing forms of St. Petersburg’s middle-class residents during the early twentieth century. As illustrated in Figure 2, the predominant style in the district is Craftsman, though numerous additional styles, including American Foursquare, Tudor Revival, Mission, and Prairie are also represented.

This collection is representative of the architectural significance of the Kenwood National Register Historic District as a whole. According to the National Register of Historic Places designation documentation,

> There are a wide variety of architectural styles in Kenwood Historic District, reflecting popular twentieth century styles from 1913 to 1953. Outbuildings are generally vernacular in style or reflect the architectural style of the associated residence. The majority of the houses within the district are Frame Vernacular or Craftsman Bungalow. Buildings of this type were constructed throughout the period of significance...

> There are more than 500 Craftsman Bungalow style buildings within the Kenwood Historic District. The Craftsman style was the most popular design for small residential buildings built throughout the country in the first three decades of the twentieth century. Influenced by the English Arts and Crafts Movement and Oriental and Indian architecture, the style was popularized by the work of...

---

3 In the case of this stylistic evaluation, the style of accessory units such as garages and garage apartments (which generally have minimal visibility from the street) is being excluded in order to best demonstrate the district’s overall architectural aesthetic and eliminate the overrepresentation of their Folk Vernacular style. For this reason, the property at 2931 Third Avenue North, which is a garage apartment whose primary residence was demolished following fire damage in 1985, is not included in the above numbers.
two brothers, Charles S. and Henry M. Greene. The Greenes designed a number of large, elaborate prototypes of the style. Their innovative designs received a significant amount of publicity in national magazines. By the turn of the century, the design had been adapted to smaller houses, commonly referred to as bungalows. It was this scaled down version of the Craftsman style that became a ubiquitous feature of Florida's residential neighborhoods during the early twentieth Century.⁴

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

The proposed district's concentration of houses dating to the speculative building frenzy of the Florida Land Boom represents an incredibly important chapter in the development of St. Petersburg as “the Sunshine City,” a destination for retirees, winter residents, and families seeking a fresh start in a friendly climate. Despite their modest scale relative to the more opulent construction occurring at the time in high-end developments such as North Shore and Roser Park, the style of the homes within the proposed Southeast Kenwood Local Historic District demonstrate thoughtful design

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

The proposed district possesses a high concentration of not only historically significant buildings, but structures such as vitrified brick streets, granite curbs, and hex block sidewalks within a logically-defined area.

Historic Integrity

The second portion of the two-part evaluation for eligibility for listing in the St. Petersburg Register of Historic Places questions whether at least one of seven factors of historic integrity have been met. In the case of the proposed Southeast Kenwood Local Historic District, staff finds all seven factors to remain intact.

<table>
<thead>
<tr>
<th></th>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is at least one of the following factors of integrity met?</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

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

Location

Nearly all properties within the proposed district remain in their original locations, with the exception of a small handful of buildings moved into the area during the 1920s and 1930s. These buildings, generally moved from areas that had been planned but not fully built out before the

⁴ National Register of Historic Places, Kenwood Historic District, St. Petersburg, Pinellas County, Florida, National Register #03000729, Section 7, Page 4.
city's boom-era building subsided and the city fell into Depression, have become historic in their own rights at their present locations.

Design
The intended design of both the district overall and its individual properties has been well-preserved. The individual buildings, sites, and structures within the district have maintained their historic designs to a large degree, with 91 of the proposed district's 97 parcels remaining contributing.

Setting
The proposed district is entirely surrounded by the Kenwood National Register Historic District, which remains a vibrant and intact historic residential neighborhood.

Materials
Although some individual properties have seen alterations such as the application of aluminum siding and the replacement of windows, which has somewhat diminished this aspect of integrity, the district as a whole maintains sufficient historic materials to allow the viewer to read the district in its entirety as being composed of historic materials. Several properties have also been affected by the alteration of enclosed porches, a change which has been reversed on a number of homes as restoration continues throughout the district.

Workmanship
Workmanship is defined by the National Park Services as "the physical evidence of the crafts of a particular culture or people during any given period of history."5 The proposed Southeast Kenwood Local Historic District serves as physical documentation of the historic construction techniques that were prevalent during its period of significance. The aesthetic principals that guided the area's development remain visible in the way that the landscapes and individual resources were constructed, from hand-laid brick streets to carefully-detailed exposed rafters visible among the Craftsman residences.

Feeling
Feeling, a resource's aesthetic or historic sense of a particular period of time, permeates the proposed district through its visible and undeniable representation of an early-twentieth century suburb.

Association
Association is generally defined as the link between a resource and an important historic event. In the case of the proposed Southeast Kenwood Local Historic District, its retention of the other

---

six aspects of integrity and continued use as a residential neighborhood with traditional traffic flow provide this link and allow the district to represent its historic nature.

CHARACTER-DEFINING FEATURES

In addition to the architectural significance of each property, the proposed Kenwood Section – Seminole Local Historic District’s overall significance is enhanced by elements that unite its resources, including:

- Consistent front setbacks;
- Overall consistency of scale with primary residences generally one story in height and accessory buildings ranging from one to two stories;
- Vehicular access generally limited to the rear of properties via alleyways; and
- Remaining historic streetscape materials throughout the district, including hexagonal concrete block sidewalks, granite curbs, and vitrified brick pavement present along the avenues.

RESULTS OF DESIGNATION

The creation and preservation of historic districts enhances the city’s historic character, fulfills the City’s goals as a Certified Local Government in Historic Preservation, reinforces a strong sense of place, and plays a role in the local economy. A 2010 study of the Economic Impacts of Historic Preservation in Florida concluded that preservation-related activities including historic rehabilitation projects, heritage tourism, Main Street Programs, and history museums created over 110 thousand jobs in Florida and another 20 thousand in other parts of the country during the period of 2007-2008. During that same time frame, preservation activities added $3.77 billion to in-state wealth. The study additionally concluded that “historic designation does not depress property values and may help maintain value” after analyzing the fluctuation of property values in 18 designated historic districts throughout the state between 2006 and 2009. Property was found to have appreciated at a significantly higher rate than comparable non-historic areas in at least 12 of the 18 districts during the years 2001 through 2009. Recent studies have additionally demonstrated a comfortable, and often even beneficial, relationship between the objectives of historic preservation and sustainability/resiliency, which have sometimes been misinterpreted as being conflicting goals.

The proposed district is located entirely within an area already designated as a National Register historic district. As such, certain benefits such as the Ad Valorem Tax Exemption for Rehabilitation and relief from some requirements of the Florida Building Code are already available to property owners.


7 Ibid, 9.
The additional listing at the local level being sought by this nomination will provide the proposed district and its property owners with a heightened degree of protection against unnecessary demolition and unsympathetic alterations and infill construction through design reviews to be conducted by staff of the Urban Planning and Historic Preservation Division under the guidance of the Community Planning and Preservation Commission. This process, which results in the issuance of Certificates of Appropriateness (COAs), is required in addition to any other building permits required by law. Only exterior modifications are reviewed through the COA process.

These determinations of appropriateness are guided by City Code Section 16.30.070.2.6, Approval of Changes to Local Landmarks, and by St. Petersburg’s Design Guidelines for Historic Properties, both of which are based on principals set forth by the National Park Service through the Secretary of the Interior’s Guidelines for Rehabilitation. The documentation of properties' history and extant conditions within the proposed district amassed within this nomination, and especially the Character-Defining Features identified above, will further serve as guides for future decisions, as they act to highlight the characteristics of the proposed district that relate directly to its architectural and historic significance.

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

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

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

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

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

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

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

Policy HP2.7: An applicant may bring before the Commission designated in the Land Development Regulations and City Council for nomination as a City-initiated landmark district an area designated as a National Register of Historic Places district and not designated as a local landmark district, provided that the applicant secures approval from the owners of the properties in the proposed district as required by the Historic and Archaeological Preservation Overlay section of the Land Development Regulations.

DISTRICT NAME

The name recommended by staff for this designation, “Southeast Kenwood Local Historic District” follows a pattern that staff concludes will be useful as the City of St. Petersburg’s historic preservation program continues to grow in the future by referencing both the larger National Register District that contains it and distinguishing it as a locally-designated resource. Local criteria, evaluations, and standards for designation are ultimately guided by the National Park Service and its approach to resources listed in the National Register of Historic Places. In that case, the National Park Service suggests choosing a name “that best reflects the property’s historic importance or was commonly used for the property during the period of significance” when preparing nominations for the National Register of Historic Places. In naming districts, it is further suggested that designation applicants use traditional terms such as “village,” “ranch,” “courthouse square,” or “townsite,” or the generic terms “historic district” or “archaeological district,” to indicate the kind of district when naming districts based on their location or historic ownership. Modifiers such as “prehistoric,” “commercial,” “civic,” “rural,” “industrial,” or “residential” may also be used to define the predominant historic quality of a district. Names of historic and archaeological districts should reflect the area as a whole rather than specific resources within it. 8

As discussed above, the significance of the potential local historic district being discussed herein was initially established by the listing of the Kenwood National Register Historic District in the National Register of Historic Places. Additionally, the Historic Preservation Element of the St. Petersburg Comprehensive Plan, effective April 15, 2016, establishes the goal of local designation of St. Petersburg's National Register-listed districts, given that owner support is shown through the ballot process established by the Historic Preservation Ordinance.

The Kenwood National Register Historic District encompasses numerous individual subdivisions platted and developed over several decades. In the case of this application, staff has determined that it is reasonable for this small but enveloping grouping, which has demonstrated

overwhelming support, to apply for designation as a local historic district. In the Southeast Kenwood Local Historic District, the name of the larger Kenwood National Register Historic District is referenced is done in order to accommodate for any other groupings within the Kenwood National Register Historic District that may seek local designation in a similar manner in the future.

RECOMMENDATION

Given the Southeast Kenwood Local Historic District’s satisfaction of the criteria for designation as a local historic district to be added to the St. Petersburg Register of Historic Places, staff recommends approval of Case No. HPC 18-90300001, thus referring the issue to City Council for public hearing and a final determination.
REFERENCES


APPENDIX A: SAMPLE BALLOT
Dear Property Owner,

Per the *St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070 2.5.2.a*, you are receiving this notification and attached ballot because you are the owner of property that is located within a proposed local historic district. A public information session regarding this application, of which your household was directly noticed, was held on January 25, 2018 at Metro Wellness and Community Center. If you were unable to attend the meeting or have additional questions about the impacts of this proposal, please contact City staff using the information listed below.

The support of property owners representing more than 50% of the subject tax parcels is required for the application process to proceed. This vote will not finalize the designation of the above-referenced local historic district, rather it is required in order for the application to be considered by the Community Planning and Preservation Commission (CPPC) and the City Council.

**Process for Tallying Votes**

Each tax parcel is counted as one vote, regardless of the number of owners registered to that property. However, in the case of properties with multiple owners, each registered owner will receive a ballot and have the opportunity to vote. If ballots representing conflicting votes among multiple owners of a single tax parcel are received, the vote for that parcel will be counted as a vote of non-support. If there are multiple owners of a property and only one ballot has been received by Monday, April 16, 2018 then the vote indicated on the returned ballot will be counted for the entire parcel. Properties from which no ballot has been returned by April 16, 2018 will be considered to express nonsupport/opposition.

There are ninety-seven (97) properties within the proposed district. If support from the owners of fifty (50) properties and all other materials required for the submission of a designation application, including an application fee, have been provided to the City, then the district application will be certified complete and proceed to quasi-judicial hearing and review by the CPPC. Once a district application has been certified complete, no permits shall be issued for any exterior alterations, demolitions, or new construction, except in cases of ordinary repair and maintenance, until the City Council has rendered a final decision on the designation request.

**Next Steps in the Designation Process**

Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will be notified a minimum of ten days prior to the CPPC quasi-judicial hearing. This hearing will include a presentation by City staff of an analysis of the potential district's historic significance and integrity. This will be followed by a presentation from the applicant and an opportunity for public input. After hearing from staff, the applicant, and any interested parties, the CPPC will vote for or against recommendation of designation of the proposed district.
Within 60 days following the CPPC meeting, the City Council will evaluate the proposed district designation at a quasi-judicial hearing. Property owners and owners of properties within 200 feet of the proposed boundary will again be notified a minimum of ten days prior to the quasi-judicial hearing of its time and location. The hearing will be conducted in the same manner as the CPPC hearing and followed by a discussion and final decision of the City Council.

**Effects Should the Proposed District Application Be Approved**

If the application is approved by the City Council, your property will be recorded as either a contributing or non-contributing property within the local district. As such, a Certificate of Appropriateness (COA) will be required for future exterior alteration, new construction, demolition, or relocation. The COA process is essentially a design review that is generally conducted concurrently with the issuance of other necessary building or demolition permits. The process, which has recently been streamlined, is not designed to hinder owners’ ability to update and maintain their properties, but aims to ensure the sensitivity of exterior alterations and additions to the historic nature of a designated district or individual local landmark.

**Ballot Remittance and Status Updates**

Contact Laura Duvekot, Historic Preservationist, at 727.892.5451/laura.duvekot@stpete.org or visit www.stpete.org/history for further information on the City's historic preservation program and this application.

Please consider your choice of support or opposition/nonsupport and return the attached ballot to:

- Official Ballot, SE Kenwood LHD
  
c/o Laura Duvekot
  Urban Planning & Historic Preservation Division
  PO Box 2842
  St. Petersburg, FL 33731-2842

Signed ballots must be postmarked on or before Monday, April 16, 2018 or delivered in person by 4pm on that date to the Urban Planning & Historic Preservation Division, 8th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg. Please note that the results of this vote are not exempt from relevant public records laws.

Respectfully,

Derek Kilborn, Manager
Urban Planning & Historic Preservation Division
Planning and Economic Development Department

cc: Dave Goodwin, Director, Planning & Economic Development Department
    Michael Dema, Assistant City Attorney, City Attorney’s Office
I, ____________________________, owner of the property located at ____________________________, St. Petersburg, Florida 33713,

☐ SUPPORT

☐ DO NOT SUPPORT

the initiation of an application for designation of the Southeast Kenwood Local Historic District in the St. Petersburg Register of Historic Places. The proposed district includes the ninety-seven (97) properties that make up the 2000 and 2100 blocks of Burlington, 3rd, and 4th Avenues North, as shown on the reverse of this page.

A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

________________________________________  ____________________________
(Signature)                                (Date)

Ballot Instructions:

Please sign and return this ballot on or before Monday, April 16, 2018. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, SE Kenwood LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The final decision regarding this application will be determined by City Council action, not by the outcome of this vote. The application will be deemed complete immediately upon receipt of: “support” votes representing at least fifty (50) of the ninety-seven (97) tax parcels within the proposed district a complete application for the designation of the proposed area as a local historic district, and a processing fee from the applicant.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. If there are multiple owners of a property and only one ballot has been received by April 16, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Following return of the ballot, your position may not be changed.

Ballots not received or postmarked on or before April 16, 2018 will be recorded as a nonresponse and counted as a “do not support” vote, except among multiple owners of a single tax parcel where one or more ballots have been remitted. These will be recorded as described above.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days’ notice of the public hearings at which you may provide input regarding the potential district designation.
APPENDIX B: LOCAL HISTORIC LANDMARK DESIGNATION APPLICATION
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY

Southeast Kenwood Local Historic District, consisting of portions of Bronx First Addition, Royal Palm, and Gautier subdivisions, all located within the Historic Kenwood neighborhood

2. PROPERTY OWNER(S) NAME AND ADDRESS

Maria Herrera-Turner (Chairwoman representing resident initiated application process for the proposed local historic district)

2058 3rd Ave N
St. Petersburg FL 33713
7276235312 (w) turner2058@gmail.com

3. NOMINATION PREPARED BY

Maria Herrera-Turner (Chairwoman: Residents for Southeast Kenwood Local Historic District), Laura McGrath, Brenda Gordon, Robert Jeffrey, Caryn Nesmith, Geraldine Del Grande, John Stewart, Jeffrey Vest, Diohn Brancaleoni, Lisa Presnail, Tom McGrath. Preserve the Burg provided significant funding to support this application and championed our efforts.

2058 3rd Ave N
St. Petersburg FL 33713
7276235312 (w) turner2058@gmail.com
3/9/2018

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

The boundary of the proposed Kenwood Southeast Historic District consists of all the lots located between:
- Burlington Avenue north between 20th and 22nd Streets north extending to the alley immediately south of Burlington Avenue.
• THIRD AVENUE NORTH BETWEEN 20TH AND 22ND STREETS NORTH
• FOURTH AVENUE NORTH BETWEEN 20TH AND 22ND STREETS NORTH, EXTENDING TO THE ALLEY IMMEDIATELY NORTH OF FOURTH AVENUE NORTH
• PROPERTIES LOCATED BETWEEN BURLINGTON AVENUE NORTH AND FOURTH AVENUE NORTH ON 20TH STREET NORTH, 21ST STREET NORTH, AND 22ND STREET NORTH

5. GEOGRAPHICAL DATA

acreage of property       Six square blocks
property identification number

The proposed Southeast Kenwood Local Historic District is located within the overall Historic Kenwood neighborhood

Name of Property

6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential neighborhood including single family homes, multi-family structures</td>
<td>Residential neighborhood including single family homes, multi-family structures</td>
</tr>
<tr>
<td>(apartments), and garage apartments. The proposed district features a high</td>
<td>(apartments) and garage apartments. The proposed district features a high</td>
</tr>
<tr>
<td>concentration of Craftsman style bungalows</td>
<td>concentration of Craftsman style bungalows.</td>
</tr>
</tbody>
</table>

7. DESCRIPTION

<table>
<thead>
<tr>
<th>Architectural Classification</th>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See Appendix A for list)</td>
<td></td>
</tr>
<tr>
<td>Craftsman Bungalow</td>
<td>wood frame, wood siding, stucco</td>
</tr>
<tr>
<td>Tudor Revival</td>
<td>wood frame, stucco, wood siding</td>
</tr>
<tr>
<td>Four Square, Colonial Revival</td>
<td>wood frame, wood siding</td>
</tr>
<tr>
<td>Minimal Traditional, Frame Vernacular,</td>
<td>wood frame, masonry, wood siding</td>
</tr>
<tr>
<td>Masonry Vernacular</td>
<td></td>
</tr>
</tbody>
</table>

Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision
8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
<tr>
<th>Contributing</th>
<th>Noncontributing</th>
<th>Resource Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>86</td>
<td>14</td>
<td>Buildings</td>
<td>86 Homes &amp; apartments listed on 1995 and/or 2004 National Register or Local Register Surveys are contributory. 14 structures are not included on the surveys (6 duplexes, 1 apartment building, and 7 single family homes).</td>
</tr>
<tr>
<td>49</td>
<td></td>
<td>Sites</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Structures</td>
<td>35 garages and 14 garage apartments listed on 2004 National Registry Survey as contributory</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Objects</td>
<td>Number of multiple property listings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Proposed: Kenwood Southeast Historic District

Name of Property

9. STATEMENT OF SIGNIFICANCE

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

- Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- Its location is the site of a significant local, state, or national event.
- It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.
This proposed district, like Historic Kenwood as a whole, was mostly built out in the 1920's as a working class neighborhood for St. Petersburg's (relatively few) year round residents. Approximately 85% of the properties within the proposed district boundaries were listed as contributory for Historic Kenwood's designation on the National Register of Historic Places.

Period of Significance
Contributory homes & structures were built from 1915 - 1952. Of these, approximately 68% were built in the 1920's

Significant Dates (date constructed & altered)
Deeb Construction, James P. Riddle, Fred G. Crawford are builders noted in the 2003 National Register Report as particularly significant. Deeb constructed 3 homes in the proposed district, Riddle constructed 5 and Crawford built 1. Period of significance for contributory homes & structures: 1917 - 1952. Approximately 53% of the homes are Craftsman Bungalows which is representative of the overall Historic Kenwood neighborhood, which is well known for its high concentration of Bungalows.

Narrative Statement of Significance
(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

Narrative Statement of Significance

Physical Description

Portions of three subdivisions are incorporated into the proposed Southeast Kenwood Local Historic District. The Bronx Addition subdivision was platted in 1921 from 3rd Avenue North (now Burlington Avenue) to the south side of 7th Avenue North (now 5th Avenue North) in a traditional grid pattern common throughout St. Petersburg neighborhoods platted in the 1910s and 1920s. The Gautier subdivision was platted in 1923 and the Royal Palm Park in 1925—all with Augusta or Rockport red brick streets, granite curbs, hexagonal shaped paver sidewalks, and alley facing garages. The lots were long and narrow to accommodate the house at the front of the lot and garage at the back. Corner lots and the first lot are typically 50 feet wide with center lots being 45 feet wide. Most lots are 128 feet deep. A green yard tree line, 8-10 feet wide, is located between the sidewalk and the curb. Alleys are located at the back of the properties. The pattern of housing throughout the district consists of homes built narrow and deep to the lot in close proximity to the sidewalk. Most homes feature front porches which are typically set back 15-18 feet from the sidewalk. The face of most homes is setback approximately 22-25 feet.

The majority of homes in the district are single story in height. However, some two-story homes are scattered throughout the neighborhood. A small handful of quadplexes and small apartments occur throughout the neighborhood. While often two story in height, these buildings generally fit the character of the neighborhood, featuring front porches and small units. They often look like single family homes and occupy only a single lot. Garage apartments, typically two-story in height and located to the rear of the property occur on approximately 20 percent of the sites.

In 1928, due to earlier construction of St. Pete High School, a series of Avenue name changes were adopted. Third Avenue North became Burlington Avenue and 4th Avenue North became 3rd Avenue North. When originally platted, 20th Street North ended at 2nd Avenue North. In the 1970's, with the construction of Interstate 275, 20th Street North was extended to Central Avenue and beyond. 20th Street North is now a major collector road with exits leading to it from the Interstate.

Today, the original red brick is still in place on the avenues and on 21st Street. The brick was eventually paved over with asphalt on 20th and 22nd Streets. But the original granite curbs are still in excellent condition. The hexagonal paver sidewalks (most with original pavers!) are still in place in front of many of the homes - and are well utilized every day by walkers and joggers. In some places, the hexagonal pavers have been replaced with ribbon concrete. There is a lovely tree canopy lining the streets which supports the charm and character of the neighborhood. All utilities and trash collection is located in the alleys.

Setting

Located within the Historic Kenwood neighborhood, the proposed district is situated just three blocks from Central Avenue and the shops and restaurants located in the Grand Central Business District. It is
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

positioned within the southeast quadrant of the Historic Kenwood neighborhood. Of the homes listed as contributory on the National Register of Historic Places in this proposed district:

- 3 were built in the 1910’s
- 57 were built in the 1920’s
- 7 were built in the 1930’s
- 15 were built in the 1940’s
- 3 were built in the early 1950’s

Although there are some newer homes in this proposed district, the vast majority represent the original homes built in this area. Approximately 85 percent of the homes within this proposed district were listed as contributory to Historic Kenwood’s designation on the National Register of Historic Places in 2003.

Of note, while researching the properties we found some variability and discrepancies for a few properties between the Pinellas Property Appraiser website, Property Cards, 1995 Kenwood Final Survey Report, and the 2003 National Register of Historic Places Registration Form regarding the year built. The dates noted above come from the 2003 report.

Many of the homes have had some alterations (such as enclosure of front porches) over the years, and there are a number in need of some “sprucing up” or restoration, but all still possess their original architectural integrity. Sadly, one home is slated for demolition due to neglect and deterioration. Almost all of the homes have separate garage structures and a number include garage apartments for rental and/or extra living space. It was common in the 1920s for a garage apartment to be built first for the owner or contractor to live in while the primary property was under construction. Forty-nine garage structures were listed as contributory in the 2003 National Register report. In present day, many garage apartments serve as income producers for the owners or affordable housing for renters. Most of the homes have enclosed the backyards with fencing for privacy and security. Fencing material is primarily wood stockade.

Historical Context

The Historic Kenwood neighborhood, including this proposed district, was built for the working class St. Petersburg residents who lived in the city year-round. City Directories describe early owners as “salesman,” “police officer,” “teacher,” etc.

The Bronx Addition Subdivision was platted by Joseph Alva Townsend. Townsend was born May 4, 1872 and was a retired salesman from the H.P. Hood and Company, an American dairy company based in Lynnfield, Massachusetts. Hood was founded in 1846 in Charlestown, Massachusetts by Harvey Perley Hood. Presumably, Townsend, like many retirees, came to Florida and got involved with the land boom - which culminated in the 1926 bust. It is not known when Townsend arrived but he lived in St. Petersburg and later Clearwater the rest of life, passing away in 1958. He had one son, Guy R. Townsend and was divorced from his first wife, Eleanor J. Townsend in 1928. He married Dorothy McMullen from the Pioneer McMullen family. Their address in 1947 was listed in the public directories as 2408 Dartmouth Avenue (which is within present day Historic Kenwood). They had no children.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

There were a number of builders and contractors in this proposed district. Three were noted as significant in the 2003 National Register Report. These include James P. Riddle who built five homes on Burlington; Fred Crawford who built 1 home on Burlington, and Deeb Construction, which built three homes on 4th Avenue North. Research at the Museum of History and within the library archives turned up references only to Deeb Construction, who made front page news in October of 1938 as carpenters went on strike for better wages. Owner George Deeb, one of the city’s largest contractors, replaced striking workers with other carpenters, which caused quite an uproar at the time. A photograph of George Deeb passing out checks to non-union carpenters in defiance of the carpenters’ union is featured on page 288 of St. Petersburg and the Florida Dream. Fast forward to 1984 and George Deeb was recognized in the news as an influential Pinellas County builder for more than fifty years!

Architecture

The homes within the Southeast Kenwood Historic District represent a remarkable architectural diversity, in keeping with that of the Historic Kenwood neighborhood as a whole. Like the overall neighborhood, there is a large concentration of Craftsman style bungalows. Approximately 46 percent are Craftsman Bungalow, 24 percent Frame Vernacular, and the rest a mix of Tudor Revival, Prairie, Four Square, Mission, Masonry Vernacular, Ranch, and Minimal Traditional styles. Despite the variety of styles, most homes are of the bungalow building type, meaning small in scale, typically one or one and half story and featuring front porches and alley access. This consistent pattern is what defines Historic Kenwood’s unique and coherent character.

Six of the homes located in this proposed district were moved as part of the 170 homes that were moved into Historic Kenwood in the mid-1930s from other neighborhoods. It’s thought that following the economic crash in the 1920s, developments that had been started prior to the crash languished afterwards - and rather than have homes sparsely located it would be better to re-locate to a neighborhood that had been almost built out before the crash. Luckily, Historic Kenwood was one of those neighborhoods mostly built during the boom years.

This proposed local historic district overall has architectural interest and cohesiveness and has retained the historic features such as the hexagonal sidewalk pavers, granite curbs, brick streets, tree canopy, and landscaping - which supports the designation of Southeast Kenwood as a local historic district.

Community Planning and Development

The homes with the Southeast Kenwood Historic District represent an intact example of suburban development expanding from downtown St. Petersburg, with most built in the booming 1920’s. Like so many early 20th century American neighborhoods, Historic Kenwood began a mid-century decline that didn’t let up until the 1990’s. With the advent of the Historic Kenwood Neighborhood Association, neighbors banded together to turn the neighborhood, that had become nearly 90 percent rental, back into mostly owner occupied homes. Successful strategies to make this turnaround included active Crime Watch and drug marches to combat crime. Projects such as erecting Historic Kenwood street signs, and displaying Historic Kenwood flags brought a sense of pride and unity. Activities such as monthly porch
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

Parties, community picnics, and holiday decorating contests brought a sense of community. Novel projects, such as bank partnerships in the 1990’s, supported first time home ownership.

Starting in 1998 with a “Parade of Neighborhoods,” Historic Kenwood will soon host the 20th Annual BungalowFest Home Tour. Homes within this proposed district were featured in the 2000, 2003, 2005, 2010, 2015, 2016, and 2017 BungalowFest Tours. BungalowFest promotes the architectural interest and reputation of the neighborhood and encourages homeowners to renovate and “fix up” their homes. The development of the Bronx Addition, Royal Palm and Gautier subdivisions as a middle class/working class neighborhood is clearly apparent as one views this neighborhood in present day. The homes, although modest in size, boast interesting architectural details bringing charm and comfort. Notably, in the National Register of Historic Places report is the following statement that sums up the need for this preservation effort: “The significance of the composition of the neighborhood is particularly important, as the quality of the architectural design is not a result of income, but rather the result of high-minded planning ideals and inherently good design. Kenwood Historic District illustrates the democracy of design that has been maintained for more than sixty years” (now seventy-five years).

References

Books:


Newspaper Articles:
Creative Loafing, “Pinellas St Petersburg/Historic Kenwood,” Eric Snider, March 2, 2005

Evening Independent, “Building Unions Strike Over Wages,” October 22, 1938, page 1

Evening Independent, “Mediation Committee Settles Strike,” November 19, 1938, page 12

Evening Independent, “5th Avenue Overpass,” February 6, 1975, page 16A

Evening Independent, “To Open 5th Avenue,” April 27, 1976, page 1A

Evening Independent, “Suncoast Builders for Fifty Years,” July 31, 1984, page 3B


St. Pete Times, “Historic Kenwood to Flap in the Wind,” Jennifer Brett, December 1, 1996

St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

Journal Articles:


Other Sources:


City of St. Petersburg, Property Cards

Kitchen, Ernest. Section Map of the City of St. Petersburg. Pinellas County, FL, early 1920’s


Pinellas County Property Appraiser, On-line Address Search: http://www.pcpao.org

Plats: (provided by Laura Duvekot): 1921 Bronx Addition, bk 5, page 42; 1923 Cautier bk 4, page 76; 1925 Royal Palm Park, page 56

R. L. Polk, ed. Polk’s St. Petersburg City Directories

Sanborn Map Company. Sanborn Fire Insurance Maps. 1918, 1923

St. Pete Map of Subdivisions, 1940 Zoning Map, page 4

Florida Site Files:

<table>
<thead>
<tr>
<th>Burlington Ave</th>
<th>3rd Ave N</th>
<th>4th Ave N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site File No.</td>
<td>Form Date</td>
<td>Site File No.</td>
</tr>
<tr>
<td>7274</td>
<td>2/10/95</td>
<td>7842</td>
</tr>
<tr>
<td>7275</td>
<td>2/10/95</td>
<td>7844</td>
</tr>
<tr>
<td>7924</td>
<td>9/28/94</td>
<td>7845</td>
</tr>
<tr>
<td>7923</td>
<td>9/28/94</td>
<td>7846</td>
</tr>
<tr>
<td>11059</td>
<td>9/2001</td>
<td>7847</td>
</tr>
<tr>
<td>7276</td>
<td>2/10/95</td>
<td>7848</td>
</tr>
<tr>
<td>7922</td>
<td>2/10/95</td>
<td>7849</td>
</tr>
<tr>
<td>7921</td>
<td>9/28/94</td>
<td>7313</td>
</tr>
<tr>
<td>7920</td>
<td>2/10/95</td>
<td>7850</td>
</tr>
<tr>
<td>7919</td>
<td>2/10/95</td>
<td>7851</td>
</tr>
<tr>
<td>11060</td>
<td>9/2001</td>
<td>7852</td>
</tr>
<tr>
<td>7277</td>
<td>9/28/94</td>
<td>7853</td>
</tr>
</tbody>
</table>
20TH STREET NORTH

312 20th Street N.
The property card shows this five-room, single-story Frame Vernacular house and garage as being built in 1925 for $4000, but the National Register of Historic Places Continuation Sheet lists it as being built about 1940. The detail on the property card seems irrefutable. The first owner was C. J. Keys, and the next was A. Murphy, who bought it in 1927 and added a two-story porch. Today there is no evidence of such a porch. The house has cross gables, wide overhangs, and decorative slat eave vents. A brick chimney along the side of the house. Hans Schmans bought it in 1954 and installed new siding and windows. It may be that these windows include the floor-to-ceiling jalousies that now enclose the front porch.

400 20th Street N.
Incorporated with 2001 4th Ave. N.
Name of Property: Southeast Kenwood Local Historic District
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

21ST STREET NORTH

330 21st Street N.
This Frame and Masonry Vernacular home consists of a concrete block first floor and a wood frame second floor. The foundation is continuous concrete block. A brick chimney is located in the interior center of the house. Windows are 1/1 double hung. This large three-family residence was constructed about 1940 with two apartments on the second floor and one apartment and space for two cars on the first. The original owner of this property was A.L. Childs, and Phil Shearer was the owner in 1954. In February of 1995, a certificate of occupancy was issued to Martha Shearer for a Rental Triplex on the property.

The Historical Structure Form indicates “This architect-designed large 3-unit garage apartment building...makes a contribution to the architectural significance and historical development of the neighborhood.”

415 21st Street N.
This Masonry Vernacular home, originally built c. 1930, has a wood frame and concrete structural system. Much altered over the years, this residence with an attached garage may have started out as a small cottage. The major addition came in 1975, a 14’ X 30’ shed-roofed three bedrooms. A 10’ X 20” porch addition followed in 1979, and in 1988 an open carport was added. That carport is now a 2 car garage. Changes to this 1930 Masonry Vernacular private residence have almost totally obscured the original design. As a consequence, this building was not considered to contribute to the Kenwood neighborhood’s NHRP nomination.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

22nd STREET NORTH

261-263 22nd St. N.
This one story block duplex built in 1960 bears a strong resemblance to the one behind it at 2158 3rd Ave. N. It has a hip roof and brick façade. Each unit includes three rooms and a bath. Records indicate it was originally built with two carports; however, there is no evidence of carports at this date.

The original property owner Gleicer Inc. got approval to build the duplex in 1959 and paid $12,060 to build it in 1960.

301-305 22nd Street N.
This one story Masonry Vernacular duplex was built in the 1950s and consists of three rooms, plus a bath, utility room and carport for each unit. The total living space for both units is approximately 1113 sq. ft. The domicile has slab on grade foundation with block construction and a shallow side facing gable roof. Decorative wrought iron roof overhang supports highlight the open porch walkway from the carports to the front doors.

The duplex was first owned by Theodore Tenaglia in 1959. The cost of the home was $9500.

The Historical Structure Report indicates the house was eligible for the National Register and a significant part of the district and the local level. The summary of significance states: “Built in circa-1950, this Masonry Vernacular style house exhibits a design type and building materials prevalent during the period of construction. This building is representative of the historic architecture located in the area and contributes to the historical architectural importance of the area....”

327 22nd Street N.
This rectangular Frame Vernacular home was built about 1921 (it appears on the 1923 Sanborn map) and has had some major additions and changes. The garage addition was made in 1952; the porch was enclosed in 1957, and windows were replaced at an unknown date. The house apparently became a duplex in 1958.

The owner in 1929 was Charles Loihie, and he was still the owner in 1938. Talamonti was the owner from 1952 through 1981, when many of the changes were made. The house was listed as contributing to the National Register designation.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

BURLINGTON AVENUE NORTH

2001-2003 Burlington Ave. N.
This two-story Mission style duplex was built in 1924 with two large units measuring 1200 square feet each. It was constructed of clay tile with sand finish stucco in a rectangular form with a flat roof and curvilinear parapet consistent with the mission style. It has porches on both first and second floor which were originally enclosed. It was a standout on the street then, as now.

A two-story, three-stall garage and garage apartment were built in 1925. Built out of wood frame, the Mission style is consistent with the main building. In 1934, one room was repurposed from the first floor unit and a three-room addition of wood frame was added to the rear of the main building. This created a much smaller fourth unit. Interior work was done in 1950 and parapets rebuilt in 1974. In 2015 the building was purchased by Town Improvement Association which has renovated a majority of the apartment buildings in the neighborhood. The renovation followed the Secretary of the Interior’s guideline for renovation.

The original owner was R. L. Murphy, who owned the property until it was purchased by H.S. Hinkle in 1949, and then by 1954 by Albert Supplee.

The building contributes to the design, character of the neighborhood and development pattern, demonstrating the ability to provide multi-unit housing within the context of the single family neighborhood.

2010 Burlington Ave. N.
This Minimal Traditional style bungalow was built circa 1936. The three bedroom, two-bathroom home features a front porch and minimal roof overhangs. A two stall garage was moved to the site in at some unidentified point but it is known that it was relocated from lot 13 in Rio Vista subdivision (218 80th Ave. North). Little is known about alterations to the building other than routine maintenance. Vinyl siding was added at one point however this is not reflected on property records.

The building is contributing to the scale and development pattern of the neighborhood.

2011 Burlington Ave. N.
This Craftsman Style bungalow was constructed in 1925 and is an example of the common main-gable-with-lower-gable-porch bungalow. It has received additions to the west side, and the addition of asbestos shingle siding probably in the late 1940s. At that same period, the front porch was enclosed. Miami casement windows were added at some point in time. A two story garage apartment with rusticated block first floor and frame second floor is located to the rear of
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

the site. It, too, has received many of the same alterations as the main house with the exception
of retaining a number of its original windows. The current owners have made alterations to be
more in keeping with the original structure. The porch has been reopened, and Miami awning
windows of the front have been replaced with plate glass windows.

It appears that both the house and garage apartment were built by J.A. Leary. J.R. Callahan
owned the property in the 1950s and Edward Stauffer was the owner at the end of that decade to
about 1970.

This mid-1920s bungalow is highly representative of the housing stock built throughout the
neighborhood in the 1920s boom period. It contributes to the visual and historical significance
of the area and retains its mid-1920s two story garage apartment.

2020 Burlington Ave. N.
Constructed in 1926 in the Mission Style, this eight-apartment building originally had 24 rooms,
or three per unit. The garage was built several months after the main building. The original site
included both this lot and the lot to the west (2026 Burlington). A boiler room was added in
1935. In 1951, two more units were added. This may also be the date that the original open
porches were enclosed. In October 1958, The Board of Adjustment (B of A) allowed the original
garage to encroach on the setback of 2026 Burlington and for the second lot to be separated. A
home was constructed on the western lot in October of 1961.

The building contributes to the design, character of the neighborhood and development pattern,
demonstrating the ability to provide multi unit housing within the context of the single family
neighborhood.

2021 Burlington Ave. N.
Built about 1925, this typical Craftsman Style bungalow has wood frame construction with
clapboard siding. The front porch features square masonry columns and the porch is contained
within the main roof gable, a pattern common in about one third of the Craftsman bungalows in
the neighborhood. The west side of the front porch has been enclosed with T-111 siding. This
was done in the 1980s without permit. The house at one point had a garage which has been
demolished.

The earliest owner listed on the city’s card is J. McGinty in 1928. He was still listed as owner in
1944. Mr. and Mrs. Carrington Gary were listed as owners in 1960 and Ted Hussey appears
throughout the 1970s. The home is currently a rental.

The home retains much of its original form and contributes to the development and context of the
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

neighborhood. Reopening the front porch would significantly improve the visual appeal of this home.

2026 Burlington Ave. N.
A five room and one bath house was constructed in October of 1961 on what was a lot associated with the apartment building at 2020 Burlington. The home is in the mid century modern style typical of what was constructed in the neighborhood during this time period. It is constructed of concrete block with applied stucco decoration.

It is located on the site consistent with the 1920s development pattern of the neighborhood. It contributes to the overall development pattern representing infill housing of the mid-century period.

2027 Burlington Ave. N.
This six room Craftsman Style bungalow was built in 1924. It is highly representative of the simple Craftsman Style built throughout the entirety of the Historic Kenwood neighborhood. It features a cross gabled roof and a front porch with an integral roof. Tan brick piers and tapered wood posts are consistent with the Craftsman Style. The porch gable features a shallow arch, which is rare, but not unusual for the Craftsman Style, and adds a significant amount of character to the simple design.

Much of the original character is retained on the exterior of the home. Its clapboard siding has been restored and the home retains its original wood one over one double hung windows. The original garage was demolished at some point.

The early owners were J.O. McClay, followed by Cash Keeley, M.J. Billings (1935), R.G. Beam (1954), and A.E. Harrison (1976).

This Craftsman Style Bungalow is highly representative of the neighborhood’s character and development pattern. Its recent exterior restoration has brought back and enhanced many of the original feature of the structure and is an excellent example of the style and development pattern of the district.

2034 Burlington Ave. N.
This unadorned Frame Vernacular/Minimal Traditional style wood-frame house was constructed in 1938 by an architect listed as Sparklin and builders The Maynard Brothers. It has a gabled roof. It is an excellent example of the Minimal Traditional style that became popular after the Great Depression when housing construction began to resume in Florida. The home and detached one-story gabled garage appear not to have been altered in any major way, other than window
replacements and some updating of the interior of the house. A stoop with open rafters was added during a recent renovation.

The original owner was A.H. Dauble and he owned the property until 1959. Houses such as this one provide a sense of historical continuity to the street. The house is set back consistent with other houses built in the 1920s development period. The house is consistent with the development pattern of the neighborhood and is an excellent example of Minimal Traditional design changes that occurred shortly after the great depression.

2035 Burlington Ave. N.
This Minimal Traditional style, wood frame, one-story house was built circa 1945. The roof gable runs parallel to the street which is indicative of the Minimal Traditional style. The house features a cross gable front porch with wood supports and railing that appear to recognize and support the pattern of front porches throughout the neighborhood. Alterations have included covering of the drop siding with asbestos shingles. In the 1980s, the windows were replaced.

It was built by contractor Charles W. Long and the owner listed in 1947 was Lee Rosenbloom.

The house is consistent with the development pattern of the neighborhood, despite the change of siding and windows and is an excellent example of Minimal Traditional design changes that occurred shortly after the Great Depression.

2042 Burlington Ave. N.
This Frame Vernacular style, one-story home was constructed in 1935 with a front cross gable porch featuring wood posts and decorative wood railing. The detached two story garage with gable roof was moved prior to the home's construction from its original location in Fairmont Park. It contains one apartment with a porch on its second floor. The original builder may have been Reese Rise and the original owners were J.F Byers and his wife until at least 1970. Charles R. Dietz was the owner in 1980.

The property contributes to the historical development of the area.

2045 Burlington Ave. N.
This Craftsman Bungalow was relocated to this location circa 1925 by builder A.A. Stebbins. Stebbins was a prolific builder in the Historic Kenwood neighborhood and is best known for his bungalows which surround Seminole Park. Stebbins was a considerable force in the development of St. Petersburg. Like many Stebbins homes, this one has a wide front porch supported by piers topped with straight brick columns. The porch is now partially enclosed with screening and entered from the side. The porch's front facing gable has a wide overhang with slatted eave trim.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

The detached two-story garage and garage apartment contribute to the property. It is not known whether this structure was relocated or built on site.

The owner in 1935 was W.H Lester, Jr, and his name appears as owner into the 1940s. Isadore Levini is listed for 1945, until the mid 1970s.

This bungalow and garage apartment make a historical contribution to the area.

2050 Burlington Ave. N.
This Ranch style home was constructed in 1946 by E.C. Alfast. It features an incised porch and a two-car garage attached by a breezeway. The home’s pyramid roof stands out on the street. Alterations have included enclosing the front porch with Miami Style windows.

In 1948, the listed owner is Dr. Woodward Esters, and James J. Kucan was the property owner in the late 1970s and 1980s.

The house is consistent with the development pattern of the neighborhood and is an excellent example of Ranch style being introduced shortly after the great depression.

2051 Burlington Ave. N.
This Craftsman Bungalow and its garage were constructed in 1925 with a wooden porch and clipped gable roofs. It is clad in clapboard siding with one over one wooden windows. A garage apartment addition sized 13' x 18' was constructed in 1949. However, the garage and garage apartment are no longer present.

The original owner was A.W. Bedford until at least 1935. Walter W. Warner was the owner from 1949-1975.

This bungalow contributes to the historical significance of the neighborhood.

2059 Burlington Ave. N.
This Craftsman Bungalow was built in 1925 and moved in 1930 to its current location on a corner lot on the north east corner of 21st Street and Burlington Ave. N. from 1750 Central Ave. It has a front porch with the lower gable extending on one side, with stuccoed piers and tapered wood posts. An 8' x 21' addition to the home was constructed in 1930, probably the sunroom and west cross gable. A rear porch was added in 1947. There is also a detached garage in the rear of the property. The property received major renovations in the mid-1970s and in 2010.
Name of Property: Southeast Kenwood Local Historic District

Either Frank Fogg or N.N. Lefler was the owner at the time of the 1930 move. Walter W. Warner owned the property from 1940 to at least 1961. Richard Towland was the owner during the 1970s.

The bungalow and garage contribute to the historical development of the area.

2062 Burlington Ave. N.
Built in 1910, this Masonry Vernacular style home sits on the southeast corner of 21st Street and Burlington Ave. North and features a hipped roof with a forward-facing hipped roof extension and an enclosed breezeway. It has a front porch and a west facing attached two-car garage. Craftsman details were added to the front porch during a recent renovation. However, the original character is still present.

The house exhibits a design type and building materials that were prevalent during the period of construction.

This building is representative of the historic architecture located in the area and contributes to the historical and architectural importance of the area now known as Kenwood. Therefore, it is considered a contributing resource within the potential Kenwood Historic District.

2100 Burlington Ave. N.
A two-story Frame Vernacular house, this 1926 structure is much larger than many of its neighbors. The aluminum-clad house has a square footage of 2,404 and a hip roof with diagonal asbestos shingles. It sits on a piers-with-infill foundation consisting of rusticated concrete block. An open porch with a flat roof and painted brick piers and columns is on the street-facing (north) side of the house; a brick chimney is on the eastern exterior. Behind the house is a 1,327 square foot two-story garage apartment with a pyramid roof.

The house was one of several on this block built by J. E. Riddle, noted in the National Register Continuation Sheet as a prominent builder. By 1928 Miss E. M. Williams owned the property, and she was still listed as the owner in 1945. In the early 1950s W. B. Tippetts was the owner, followed by L. D. Thomas in 1973. St. Petersburg Architectural Historian Judith L. Kitchen writes that the house “retains its early form and many original features, including the 6/1 wood window sash and porch details, although the porch has been altered somewhat.... This is a prominent corner lot with a prominent house, and the property contributes to the architectural significance of the area today known as Kenwood.”

2101 Burlington Ave. N.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

Situated on a prominent corner lot, this 2,098 square foot Tudor Revival rectangular wood-frame house has one and a half stories. It sits on a continuous stuccoed foundation with vents. It has an asbestos shingled gable roof with side-facing returns and cross gables with returns. There are two brick chimneys: one is interior central and the other is on the east exterior. There is a gable-roofed vestibule at the entrance. The exterior is decorated with wood and slat shutters. A one story, gable-roofed garage is attached to the house by a jalousie-windowed breezeway that was built in 1954.

This house was built in 1937 by Fred G. Crawford, who was noted in the National Register continuation sheets as a builder of note. The Historical Structure Report notes that this house “is a good example of a late-1930s Tudor Revival example for the neighborhood,” that the house and garage “contribute to the architectural importance of the area” and that “the multiple steeply-pitched gables are especially striking.” Charles Heim (or Hein) was the owner after Crawford. The Heim/Hein name appears until 1954.

2110 Burlington Ave. N.
This two-story rectangular wood frame wide clapboard craftsman house has a rusticated concrete block pier with infill foundation. It has a composition gable roof and a brick chimney on its eastern exterior. There is a one-story gabled front porch with painted brick piers and tapered paneled wood posts. The exterior ornamentation includes exposed rafter tails, triangular knee braces, fancy decorative beam extensions and gable decoration. There is a one-story garage with a gabled roof behind the house.

The 2,580 square foot house and its garage were built and first owned in 1926 by J.E. Riddle, whom St. Petersburg Architectural Historian Judith L. Kitchen describes in the Historical Structure Report as a “contractor for several other houses of similar significance.” Kitchen calls the house “wonderful” and a “true standout” and says it “contributes to [the neighborhood’s] richness and historical importance.” She also says the house’s “size and fine details distinguish it on this block.” Anderson was the owner in 1929, Howard W. Pope in 1935, M.C. Holt in 1942, G. Beck in 1957, and Mrs. P. Rogers in 1973. The porch was enclosed with glass panes and a prairie style door, and an addition was built in 1942. The current window sash in the front is from 1973.

2111 Burlington Ave. N.
This is a one story wood frame rectangular Craftsman Bungalow with a wide clapboard exterior and a side-facing composition shingle gable roof. The foundation is continuous and stuccoed. The porches are all street-facing: one open, one closed, and one incised. The porch roof is a shed extension of the main gable and has stuccoed piers. The exterior ornament is wooden triangular knee braces and fancy “sawtooth” triangular knee braces and a vent on the gabled dormer. The
St. Petersburg Landmark Designation Application

Name of Property: **Southeast Kenwood Local Historic District**

The house is 1,604 square feet. There is a one-story garage with a gabled roof behind the house.

In the Historical Structure Report, Judith L. Kitchen calls this bungalow “fine” and “nicely detailed.” She says “the house and its garage contribute to the considerable visual significance of their historic neighborhood.” It was constructed c. 1925; the architect and builder are unknown. W. E. Wells was the owner in 1936, Beatrice Cantwell in 1946, James F. Essig in 1947, and the house was owned by H.B. Williams in 1960. Half the porch was glassed-in in 1947 with windows that are compatible with the original sash. The vents appear to be recent.

**2120/2122 Burlington Ave. N.**

This one-story concrete block duplex was built in 1959. It has a continuous footing foundation and a hipped shingle composition roof. It has 1,198 square feet of living space. It was listed as not contributing to the NRHP designation but its mid-century style, and its size fit with others nearby in the neighborhood.

**2121-2123 Burlington Ave. N.**

This property has two distinct structures on it, built 34 years apart. The front of the property contains a 1,218 square foot one-story duplex built in 1960. It is concrete block construction and sits on a continuous footing foundation. It has a hipped roof of composite shingles. The structure in the rear of the property is a garage apartment built in 1926. It is a wooden framed-structure with a hipped shingle roof. The apartment has a porch. The total gross square feet is 1,796 feet; the total living area is 780 square feet. This property did not contribute to the NRHP designation.

**2125 Burlington Ave. N.**

An American Foursquare rectangular house, this two-story structure has a continuous concrete vented foundation and a wide clapboard exterior. The gabled roof has composition shingles. The exterior western chimney, the two-part piers and base of the south-facing open porch, and the piers of the porte cochere are all constructed of a cream colored brick. The front porch has a cross gable roof; there is an enclosed porch on the eastern side of the house. The house features decorative wooden beam extensions, a gabled garage and a breezeway that was added in 1954.

This 3,065 square foot house and its rear garage were built in 1925. The original owner was B. D. Love who owned the property until the 1940s. Lucy Steinke appears in the 1950s and P. G. Kilpatrick in 1974. Architectural Historian Judith L. Kitchen calls this house “fine” and says it “truly stands out on the street” and that it “makes a definite contribution to the architectural significance and historical development of the Bronx Addition, Burlington Ave. North, and the larger area known today as Kenwood.” She points out that the house’s porte cochere is “one of the very few in the neighborhood.”
2130 Burlington Ave. N.
This is a two-story rectangular wood frame Prairie Style house is one of an especially fine group architecturally significant houses in this block of Burlington built by J. E. Riddle. The foundation is piers with infill of rusticated concrete block. There is a street-facing (north) one-story screened porch with a hip roof and painted brick piers. A brick chimney is on the west exterior of the house. Low-profile wood “strap” brackets are at the eaves. The house now has aluminum siding, and hip roof is composition shingle. A one story garage with a pyramid roof is behind the house. The house totals 2,861 square feet.

Riddle built this house and garage in 1925. Kitchen writes that “this fine Prairie style dwelling from 1925 is a contributing element in the historic neighborhood” and that it “is the easternmost house in a fine group of three [built by Riddle] – 2134 and 2142 are the others. With 2110 also [built by Riddle] on this block, the effect is quite nice.” Interior changes were made in the 1940s, the front porch was rescreened in 1966, the aluminum siding dates from 1970, and $7,000 in repairs was made in the 1970s.

J. S. Lambdin was the owner in 1929, Jean S. Hawthorne is listed for 1933, D. J. D’Angelo for 1949, Hugh Lake Jr. for most of the 1960s, Gardner in 1970 and Richard Arnold in 1975.

2134 Burlington Ave. N.
This is a two-story 2,486 square foot wood frame rectangular Dutch Colonial Revival house and Frame Vernacular garage. The house has a flared-gambrel side facing roof of composition shingles with pent roofs east and west, shed dormers to the north (front), and gable dormers to the south (rear). The porch roof is integral gambrel with a brick base and piers. The foundation is piers with infill and concrete block. There are porches on the front and eastern sides. The exterior cladding is wide clapboard, and a brick chimney is on the east side. There is a cottage behind the house, replacing the original garage. The cottage, which was designed to imitate the Dutch Revival style of the house, was designed and built in 2015 by architect Jon Wenberg.

The house was built in 1925, apparently by the notable J. E. Riddle, who also owned the house. L. L. Reid was the owner from at least 1934 to at least 1964. St. Petersburg Architectural Historian Judith L. Kitchen calls this house “a good example of a Dutch Colonial Revival-style gambrel-roofed house from the mid 1920s,” which “is not common in the area... the gambrel roof is one of only about five in the entire larger Kenwood neighborhood.” She says the house contributes “to the architectural development and history of the larger Kenwood neighborhood.”
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

This Craftsman bungalow is a wood-frame structure that has a gabled composition shingle roof with flared eaves. The rusticated concrete block foundation is piers with infill. There is a tan brick chimney in the eastern interior. The open, south-facing front porch has a cross-gabled roof and a tan brick base and piers that support paneled tapered wood posts. Exterior ornaments include exposed rafter tails and fancy double beam extensions. There is a one-story garage with a gabled roof behind the house.

Built in 1926, this 1,810 square foot house was first owned by John Hennes. E. W. Boots owned it in 1932, C.E. Brickett in 1940, Robert Hutchins in 1945, J. W. Keister in 1953, and A. H. Reed in 1958. St. Petersburg Architectural Historian Judith L. Kitchen called this “fine” house “well-preserved,” and said the details and exterior ornaments made it “one of the best of its type in the area” and that it “contributes to the considerable architectural and historical significance of Burlington Ave. and the neighborhood as a whole.”

2142 Burlington Ave. N.
One of the few Prairie Style houses in the Kenwood neighborhood, this wood-frame house with a wide clapboard exterior has a hip roof of composition shingles and a concrete block foundation of piers with infill. It has a brick chimney on the western exterior. Its flat-roofed porch has a brick base and piers, and the house’s flat roof has brackets paired in soffits. Behind the house there is a two-story garage apartment with a gable on its hipped roof.

St. Petersburg Architectural Historian Judith L. Kitchen points out that this house, “along with its neighbors at 2130 and 2134 to the east, forms a fine group of two-story houses, all constructed by J.E. Riddle.” It and the garage were built in 1925. After Riddle, J. L. Grantham was the owner until at least 1936. D. F. Kocher was the owner from at least 1960-1970, with Robert Greene’s name appearing in 1980. Kitchen says that “due to its horizontal proportions and fenestration” this 2,378 square foot house is a “fine example” of a “good, unchanged Prairie style house” and that “the Prairie style is not particularly common in the neighborhood.” She says that the house “contributes to the architectural history and significance of the street and neighborhood,” particularly since it is one of the three adjacent J. E. Riddle houses on the street.

2143 Burlington Ave. N.
This wood-frame Craftsman bungalow has 1.5 stories and a composition gable roof with shed extensions. There are also dormers in the front and rear with flared eaves. The clapboard-exterior house sits on a piers-with-infill concrete block foundation. The chimney on the east exterior of the house is stuccoed. There is one open porch on front (south) of the house and a closed porch in the rear (north). The front porch has a stuccoed base and piers. Exterior ornament includes wood exposed rafter tails and triangular knee braces.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

This 2,594 square foot house and its one story gable-roofed garage were built in the early 1920s. J. H. McNey was the owner in 1925, Frank S. Jones in 1934, and Mrs. Howard O'Neal from 1958-1987. “The stuccoed piers and base,” writes St. Petersburg Architectural Historian Judith L. Kitchen, “along with the large dormer, give the façade a striking appearance... This early 1920s Craftsman Bungalow contributes to the architectural significance of its historic street and neighborhood.”

2152 Burlington Ave. N.
This two-story 2911 square-foot home and 484 square-foot garage were built in 2016-2017. The architecture incorporates some Craftsman elements, including an open front porch supported by battered columns on top of piers and a double-gabled portion of the façade. Other aspects of the design, such as narrow overhangs, the low foundation, and the use of modern stacked stone in the pillars, are inconsistent with neighboring period Craftsman style homes.

2159 Burlington Ave. N.
This mid-1920s Frame Vernacular house contains 2,138 square feet. It sits on a concrete block piers-with-infill foundation. There are a gable-roofed one story garage and a metal utility shed on the property. The enclosed front (south) porch has an integral gable and aluminum-clad supports. “This mid-1920s bungalow retains its simple gable-roofed form,” writes Judith L. Kitchen, St. Petersburg Architectural Historian, “but it has been altered by a rear addition, the installation of aluminum siding and cladding, and changes to the porch. Some of the changes were made following a 1970 fire.” Nevertheless, Kitchen says the “dwelling makes a visual contribution to the significance of the neighborhood today known as Kenwood.”

J. H. McNey is the earliest owner listed. Mrs. Vista Manderscheit is listed for the mid-1950s, C. W. Kast (or Kost; both spellings are listed) in the mid-1960s, and Joseph Sheppard (Sheperd?) for the mid-1970s-mid 1980s.

2162 Burlington Ave. N.
This 1,954 square foot Frame Vernacular house, built in 1941, has a pyramid roof with asbestos shingles. It has a one-story garage, also with a pyramid roof. There is an interior brick chimney on the south and a continuous vented concrete block foundation. There were alterations to the appearance of the house in the early- to mid-1960s: an integral porch was probably enclosed, the house was clad in aluminum, and the windows were replaced by Miami awning windows. Despite these alterations, the house was listed as contributing to the NRHP designation.

The original owner, Thomas L. Dean, was followed by C. E. Lynch about 1950, Martha Pocklington in the 1960s and Gasper Palmisano in the early 1970s.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

2163 Burlington Ave. and 245 22nd Street N.

There are two related buildings on this parcel: at 2163 Burlington Ave. N., a two-story wood frame Mission style apartment building with six on-bedroom apartments, and at 245 22nd Ave. N., a second building with a three-stall garage and second floor apartment at the rear. The apartment building was built in 1925, and pictorial evidence suggests that the garage was built at about the same time. This contradicts information in the Historical Structures Report speculating that the garage may have been built later and moved a few feet.

J. H. McVey was both the owner and the builder. The apartment building was designed by George Feltham, who played a significant role in the early development of St. Petersburg. After training in Atlanta and practicing as an architect in Savannah, Feltham arrived in St. Petersburg in 1913. As one of the first practicing architects in the city, Feltham designed early landmarks including the Sunset Hotel and the Ponce DeLeon Hotel, and the Lantern Lane apartments.

Both buildings have flat roofs with shaped parapets, continuous foundations with vents, and the rough-finished stucco exteriors. The main building has a tiled visor roof below the parapets. Stacked porches with arched opening face Burlington Avenue and also the rear of the site. Both buildings have small tiled roofs over the 22nd Avenue entrances. Alterations included enclosing the porches with jalousies at some time during the 1940s or 1950s. The building fell into significant disrepair during the late 1970s and '80s. In 1994 the Florida Site File Historical Report lists the building’s condition as “deteriorated.”

In 1999, Town Improvement Association bought the building and restored to its original form, including reopening porches and rebuilding the entire rotted frame of the building. New wooden windows matched to the original 1/1 sashes were installed. New hardwood floors, new wiring, plumbing, and central heat and air were installed. The original claw foot tubs were refinished and remain in many of the units. It is currently well maintained and occupied by tenants.

Following McVey, Lum Howell appears as the owner in 1935, Mrs. R. Wynn Owen in 1942, and Martin Seastrom and Francis Miele for the 1950s. Architectural Historian Judith L. Kitchen describes this apartment building as “very likely the largest” in Kenwood and says it “contributes to the historical development of the street and area.”
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

3RD AVENUE NORTH

2000 3rd Ave. N.
This single-story Craftsman Bungalow was built in 1925. The property owner was Dr. W. Porter. Curtis A. Wood was the owner during the 1940 and added a rear bedroom. Other owners were Mr. Myers in 1957 and Andrew Gombos in the 1970s. The eaves were clad in aluminum in 1973. This unusual masonry house (most likely concrete block underneath the brick veneer) is one of only a handful of the type in the neighborhood. The property also has a one-story concrete block garage with a flat roof. The property is listed as contributing to the National Register designation.

2001 3rd Ave. N.
This one-story house was built in 1921 in the Craftsman Bungalow style. The porch is distinctive, with nice curved stuccoed cheeks framing the front steps (off 20th Street N) and a stuccoed base with 2-part piers supporting the integral gable roof. All of these details have brick trim. Jalousie windows were added to the front porch in 1959 and the porch was partially enclosed in 1965. At some point the porch was re-opened, but the rear porch was enclosed. This enclosure incorporates windows similar to those in the rest of the house, and its rafter tails and distinctive stacked beam extensions were preserved. The home’s surface is stuccoed and appears to have had some TLC, including fresh paint. The property once had a garage, which no longer exists. This property contributes to the National Register designation.

2010 3rd Ave. N.
This single-story Craftsman Bungalow was built circa 1925, according to the property card, but the first owner listed is Manson in 1928. The cream and gray brick veneer, thought to be applied over concrete block, is quite distinctive for the area. The exterior features include exposed rafter tails and decorative beam extensions. The back porch was glassed-in in 1960; the front porch later that same year. There is also a one-story for two car garage made of concrete block and flat roof in the back, with entrance from 3rd Ave. N. The property contributes to the National Register designation.

2011 3rd Ave. N.
This single-story L-shaped house was built in 1947 in the Frame Vernacular style at a cost of $5,000. It exhibits a design type and building materials that were prevalent during the period of construction. The wood frame, now clad in asbestos siding, sits on a concrete block foundation. The house features a side gable with a front-facing gable. Exterior ornaments include cornerboards and vents. Window awnings were added in the 1980s. The house and rear garage, attached via an enclosed porch, contribute to the National Register designation.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

2019 3rd Ave. N.
The original home on this property was demolished at some point and replaced with a new home. The original five-room bungalow was built on this location about 1925 and a small addition was attached to the rear of the house at some point. Photos of the house that appear in the Historic Structures Report reveal Craftsman style elements - an asymmetrical double gabled facade with decorative eave vents and a wide, open front porch. The Pinellas County Property Appraiser website shows a single family house with a living area of 1258 square feet, plus porches and an attached 300 s.f. garage, being built on a slab foundation in 1997. The home reflects some Craftsman bungalow elements, with a front-facing gable over the house and another over the front porch, the latter supported by straight columns. The east and west sides of the roof have wide overhangs.

2020 3rd Ave. N.
This single-story Craftsman Bungalow was built in 1926 and a one-story garage was built in 1930. Some of the fine Craftsman details include a front-facing gable with flared eaves, wide porch with substantial supporting piers, and saw-toothed knee braces contribute to the visual development and significance of 3rd Avenue North and the surrounding neighborhood. Later alterations include screening the front porch and adding vinyl siding. The original owner was apparently C.H. Goldthaite, followed by J.C. Pressley in 1941 and James and Ethel Parrish in 1949. The home and garage are listed as contributing to the National Register designation. At the present garage has been converted in one bedroom and one-bathroom rental.

2025 3rd Ave. N.
This one-story house is a very well preserved example of a flared-eve Craftsman Bungalow, with a lower gable extending to one side from the main gabled porch. Estimated year of construction is 1925 at which time the residence included a garage. Exterior ornamentation includes exposed rafter tails with notched ends and decorative beam extensions as well as “picket fence” attic vents high in the gables. The original exterior shiplap siding is intact.

Except for the screening of the front porch, this double-gabled house appears to be in nearly original condition and retains all of its Craftsman Bungalow features and details, of which the front porch and gable treatment stand out. The property contributes to the architectural significance of the street and neighborhood and thus to the National Register designation.

2026 3rd Ave. N.
This 1925 single-story, double-gabled Craftsman Bungalow home has a lower gabled porch and substantial piers supporting the porch roof. At some point, the porch was enclosed, but the home nonetheless retains its original character. It has wide clapboard cladding on a foundation of stuccoed concrete block. Carefoot was listed as property owner in 1927 and “alterations and
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

repairs” were made beginning in 1929. F.H. Young owned the property in 1933, Lena Matchett from 1937 to 1954, and the garage addition was built in 1948. Thompson purchased the house in 1970. The property contributes to the historic architectural character of the neighborhood and the National Register designation.

2035 3rd Ave. N.
Despite having undergone significant decline in the 1970s, this single-story clipped-gable Craftsman Bungalow, built about 1920, retains much of its original character. The garage was demolished in 1979. The home has obviously been repaired and updated. Vinyl siding and aluminum cladding were likely installed in the 1980s, and at some point the wide front porch was enclosed. Nonetheless, the home contributes to the architectural character of the neighborhood and the National Register designation.

2036 3rd Ave. N.
This cross-gabled one-story Craftsman Bungalow was built circa 1924 and the 2-story block and frame 3-car garage with 5-room apartment in 1925. Fire damage to the home was repaired in 1938, and a sizeable rear addition (14’ x 26’ 4”) to enlarge the kitchen and add a study and bath was built in 1958. Asbestos shingles and a jalousie sash were added at unknown dates. L.G. Parker was the property owner in 1925 and his name appears as late as 1948. O.R. Parker appears to be the owner in 1961. Christ Tabernacle appears as owner in the mid-1960s. The property is listed as contributing to the National Register designation.

2042 3rd Ave. N.
This single-story house was built around 1925 in the Craftsman Bungalow style that was very popular at the time. Its architectural detail includes exposed rafter tails and triangular knee braces. The wide front-facing gabled front porch is supported by substantial piers. It is probable that a garage was built on the rear of the property at about the same time as the home, but the only information on the property card indicates that the “existing” garage was demolished and replaced with a new one in 1965. The front porch was enclosed with Miami awning sash in 1963. At the present 2018 front porch enclosure has been removed. The earliest owner found is Mrs. H.A. Williams in 1934. Perley Hill was the owner in 1944, Agnes N. Cheetham in 1963, and H.D. Davenport in 1965. The property is listed as contributing to the National Register designation.

2045 3rd Ave. N.
This tiny Frame Vernacular four-room house was built in 1940 at a cost of $3,000. A detached garage was added in 1942. It appears that Dr. and Mrs. M.H. Draper were the original owners, followed by C.S. Sprague in the late 1940s. The garage was converted into a garage apartment in 1949. The cross-gabled house features two front facing gables. The Historic Structures report
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

notes that there may have been an original front porch, but if so, it has since been enclosed and incorporated into the home. The vinyl siding and cladding were added at an unknown date, and 2 over 2 double-hung windows replaced the originals. Exterior decking has been added to the front of the house. The Historic Structures report notes that this property contributes to the historical development and visual diversity of the neighborhood.

2050 3rd Ave. N.
This circa 1925 single-story house was constructed in the Craftsman Bungalow style. The original porch details are intact and include an internal gable, with stucco base and 2-part piers. The porch was screened in the past. This house has had at least two rear additions. The first addition was in 1947 when a rear sunroom was added in the back. A rear screen enclosure was added in 1958. The building has also been altered by the addition of steel siding in 1980. The house is noted as contributing to the historical development of the neighborhood and to the National Register designation.

2053 3rd Ave. N.
The one-story house was built in 1924 in a Frame Vernacular style, and a garage was constructed in 1926. The front of the home was at some point altered severely, but the remainder of the building appears to be relatively unaltered on the exterior. A portion of the original lower-gabled front porch was enclosed and incorporated into the house; the rest remains open. Other alterations include the addition of asbestos siding and plywood on the exterior and Miami awning windows. S. Whitton was the owner in 1924; S.T. Marchall in 1926. Marchall (Marshall) owned the property at least until 1951. William Marsh is the next owner given. The Historic Structures report notes that, even with its alterations, the house contributes to the historical development of the neighborhood.

2058 3rd Ave. N. and 249 21st Street N.
This single-story house was built prior to 1925 in Craftsman Bungalow style, and the second story garage apartment dates from that year. The house received an addition in 1929. It is assumed that the addition was either the front or, perhaps more likely, the rear porch. The property is quite visible as it is a corner lot. The Historic Structures report notes that “This is a fine example of Craftsman Bungalow and large garage apartment, both in close-to-original condition...” and further notes that the two structures contribute to the visual and historical significance of the area. The owner in 1925 was Humes Laughlin, in 1931 A.J. Rawlinson, and for the period roughly 1949-1970 S.J. & Marion I. Marks.

2059 3rd Ave. N.
This circa 1925 single-story house was built in the Frame Vernacular style. It was moved to the property in 1936, and the garage was moved in 1940. L. L. Allen was both the owner and
moving contractor in 1936, and he was still listed as the property owner in 1949. The original front porch, which may be the lower-gabled section to the south side, was changed from a flat roof to the gabled roof in 1949. At some point the front was moved from the south to the west side on 21st Street N, where a small cross gable was added over the entrance. The Historic Structures report notes that this home was likely originally a bungalow which faced 3rd Ave. The home contributes to the historical development of the neighborhood and to the National Register designation.

2100 3rd Ave. N.
This is one of the earliest homes in Historic Kenwood; the Historical Structure Form indicates it may have been built between 1915 and 1917. It was originally built with a garage. This one-and-a-half story Craftsman Bungalow is distinctive for its walls which flare out at the foundation, as well as for its porch, decorative exposed rafter tails, triangular knee braces, and multiple-gabled facade. Its rooms include two bedrooms, two bathrooms and a loft which is approximately 1800 square feet. At some point, part of the attic was converted to a functional living space, complete with a custom wooden spiral staircase. A stucco chimney on the east side accommodates a wood-burning fireplace. Construction consists of cypress siding complimented by cedar shingles on the "skirt" of the foundation walls. Exterior construction has custom decorative notched wood rafter beams which are also repeated in the backyard gazebo and the new porch. The original front porch was enclosed with awning windows in 1971 and completely enclosed some time afterward. Another open porch has been built which has decorative wooden beams to match the house and its metal roof.

The home's architect and builder are unknown. J.E Riddle owned the house in 1925. W.H. Carr owned it in 1928, Harry Macon in 1952, Rubenstein in 1962, Lane in 1964, Kearney in 1965, Paluza in 1970, and Deanna and Josepha Balzauma owned it in the early 1970s. Linda Derk has been the owner since 2007.

2101 3rd Ave. N.
This circa 1922 one story Craftsman Bungalow style house has approximately 1010 sq. ft. of living space. The house has wood siding and a foundation of concrete block piers without infill. Drop siding is made of composition shingle and a gable roof with exposed rafter tails and triangle knee braces adorn the home. The front porch was likely added in 1926 and is enclosed. A rear addition was built in 1947. In 1949 the existing vernacular garage was removed and relocated to 2620 4th Ave. N. and a new one-story block garage was built on site. The garage has stucco and composite shingles, gable roof and exposed rafters in the style of the house. A breezeway was added to the rear of the house in 1982.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

A.F Adcock owned the home in 1926 up until at least 1962. His is the next owner cited in 1982. Hurricane Irma felled several trees on the property in September 2017. Currently (1/2018) the house is condemned and slated for demolition. The owner Robert Foster has indicated he hopes to rebuild in the style of the one story bungalows in the neighborhood.

2109 3rd Ave. N.
This is a 1927 or 1928 one-story wood frame Craftsman Bungalow style house is approximately 950 sq. ft. with shiplap composition shingle siding and a side facing gable roof. The foundation is continuous with vents in rusticated concrete block. There is an enclosed street facing porch with wood posts and a cross gable roof. Triangular knee braces are ornamental additions to the main entrance.

The house appears not to have had any significant changes to the exterior. Florida site file indicates that the two buildings at the rear of the property likely predate the main house, and that the main house may have been moved to the site at an unknown date. The two buildings at the rear of the lot include a 1925 Frame Vernacular garage that became a private residence and an additional storage building. In 1954 the garage apartment was extended 8'x10' for a utility room and is approximately 650 sq. ft. total. Both rear buildings appear not to have had major exterior alterations.

The architect and builder are not known, however the original property owner in 1925 was either A.L. Desaulniers and/or A.F. Adcock up until 1935. Effa W. Millar owned the property in the late 1940s and J.P. Edwards owned it during the 1950s and '60s.

2110 3rd Ave. N.
Built about 1925, this wood frame Craftsman Bungalow has an integral roof gable as well as decorative rafter tails and knee braces. Records indicate that a number of changes were made over the years, including enclosing the front porch and replacing some original windows. The porch has since been reopened, highlighted by tapered stucco piers and exposed decorative rafter tails. Owners include Edellson (1929), L.B. Moore (1940), Mae Bowman (1959), J.Strothers (1963), and Frank Zatlin (1971). The Historical Structure Form indicates the house contributes to the historic significance of the street and neighborhood.

2120 3rd Ave. N.
The original one-story frame home on this property was damaged by fire in 1987 and subsequently demolished. The property originally had a two-car garage. Records show a one-story masonry garage was also demolished in 1987. It is difficult to assess when this home was built, but the earliest dates on the property card show plumbing permitted in 1938 and electrical work in 1939.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

The current rectangular concrete house was built on a slab foundation in 1988. It has a hipped roof and an attached front-facing garage with a breezeway to the entrance of the house. The landscape includes mature trees.

2121 3rd Ave. N.
This is a circa 1925 one-story wood frame Craftsman Bungalow. Its five rooms total approximately 960 sq. ft. The house was moved from lot 18 block 2 Coolige Park to the Bronx section of the Kenwood district in 1934. Construction consists of a continuous stucco foundation, asbestos shingles siding (1954), and gable roof with composition shingles. The secondary dormers are cross gable and the street facing front porch has a lower gable roof to one side with stucco base piers and wood above. A stucco chimney is on the east side. Exterior ornamentation includes exposed rafter tails and decorative beam extensions. The windows are 1/1 double hung wood frame. Metal awnings and porch screening have been removed. The original vernacular garage was razed and replaced with a two-story garage/artist studio in 2013. The construction of that addition includes composite overlap siding painted to match the house and a gable roof with exposed rafter tails. There is an ornamental wooden sunburst above the porch entrance at the top of the 2nd story studio.

The home’s architect and builder are unknown. Property owners included Harry J Murphy (1934), Harry Grooms (1936), George Baker (1952), H.G. Bahr (1954) and Leslie Burns (1961).

2126 3rd Ave. N.
This Craftsman Bungalow was built about 1922, along with a two-story garage. The garage was used as an apartment from 1925 until 1974, when it was demolished. The home’s continuous foundation is made of concrete block, and the exterior fabric is asbestos shingle and plywood. Fancy exposed rafter tails and fancy triangular knee braces adorn the rafters. The house and front porch have front-facing gables. About two-thirds of the porch was at some point enclosed with Miami awning windows. The tapered stucco piers are prominent in the open portion of the porch as well as the corners of the enclosed part. The windows have been upgraded.

The Historical Structure Form indicates that the home contributes to the visual significance of the street and neighborhood. The home’s owners include A.V. Lopez (1920s), then M.N. Zeller and F.H. Young in the 1930s. Ima H. Kleim owned the property in 1954 and John Tanner in 1974.

2127 3rd Ave. N.
This is a 1925 one-story wood frame Craftsman Bungalow style house with a continuous stucco foundation, asbestos shingle siding and stucco façade. Both the side facing gable roof and cross
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

clipped gable roof have composite shingles and fancy exposed rafter tails. A stucco chimney is on the east side. The street facing porch has a cross clipped gable roof with exposed rafter tails and triangular knee braces, as well as tapered stucco piers. The porch was enclosed in 1976 but appears to have been partially re-opened. At one time a carport was attached to the east side of the house; however, this no longer exists. The house has been extensively altered and now has approximately 2586 sq. ft. of living space, but has maintained the character of the original bungalow in its one-storied siding, roofing, and details. In 1974 the garage apartment, a two-story, five-room single residence was demolished.

A.V. Lopez was the original owner 1925-1929 with A.E. Oliver listed as owner from 1930-1937. Joseph Tanner was listed as the owner around 1974. Mary Stover was listed as owner in 1976.

2134 3rd Ave. N.
This double-gabled Craftsman Bungalow and garage were built around 1925. The front porch was screened in 1933 and the rear porch was built in 1949. Both were completely enclosed in 1978. The original siding material is not known, but asbestos shingles were installed in 1953. The foundation is continuous and stuccoed. The exposed rafter tails and triangular knee braces are fancy. There is a free standing one-story garage with jalousie windows. It appears the back porch is still enclosed, however the front porch is open and highlighted by tapered piers and exposed fancy roof rafters. The Atherton family was listed as property owner from about 1933 to 1961. W.R. Whiteford may have been the original owner in the 1920s.

2135 3rd Ave. N.
This one-story wood frame Craftsman Bungalow built in 1923 originally had five rooms, a continuous stucco foundation, asbestos shingles siding and gable roof. A stucco chimney is on the east side. Exterior ornamentation includes exposed rafter tails and decorative beam extensions. The windows are 1/1 double hung. In 1959, the porch windows were replaced and “Miami awning” aluminum jalousies were added. There are unusual three-part porch supports and bold triangular knee braces at the gable overhangs.

The house had the front porch converted to a room in 1935, however, it has since been converted back to a porch and the total living space is approximately 2160 sq. ft. The street facing porch has tapered stucco pillars and triangle brackets in the style of the neighboring bungalows. The one-story garage was built in 1941 and has been used as a single residence since 1942. It has gable roof and clapboard siding.

Ruley Watson may have been the original owner and is listed as owning the property in 1929. George A. Lee during the 40' and 50's.
Name of Property: Southeast Kenwood Local Historic District

2142 3rd Ave. N.
Built around 1925, this Craftsman Bungalow has some fine details, including notched rafter tails and wavy knee braces on its integral-gable-roofed porch. Many changes were made to the house in 1956, including interior repairs and enclosing the front porch with jalousie sash. The asbestos shingle siding is also not original. The property also includes a one-story garage which has a gable roof with a shed extension.

The porch was opened again at some point and is highlighted with tile flooring and has wood and hardie board siding. Despite the changes made to the home, the Historical Structures Form notes that it contributes to the architectural character and significance of its historic neighborhood. Owners include Ella Kelly (1941), Donald Wooster (1956), A. Z. Hunter-McKown (1958) and Rick Gilson (1977).

2143 3rd Ave. N.
This 1925 1 story 1180 sq. ft. Craftsman Bungalow style house stands out for its cream and gray brick porch base. Piers, and chimney. The house was built with wide clapboard siding and a foundation of rusticated concrete block piers with infill. The six room house and garage sold for $11,000 in 1925, which was far more expensive than comparable homes in the neighborhood. The garage was originally used as a private residence. The street facing porch was enclosed some time before 1994 but has since been opened up, maintaining its brick base and pillars, with long exposed rafter tails. The wide clapboard siding above the porch that goes up to the gabled roof has a classic wooden sunburst detail at the peak. A similar sunburst can be seen under the peak of the gable roof in the rear of the house.

F.A. Corner was the original owner and owned the house from 1925 to at least 1926.

2155 3rd Ave. N.
This 1924 one-story 973 sq. ft. Craftsman Bungalow is constructed with block and cream and gray brick veneer similar to the neighboring home to the east. The house has three front facing clipped gable rooflines with exposed rafters. A street facing porch with brick base and pillars remains in the original style. Porch screening that was visible in 1994 has been removed. There is a brick chimney on the east side. Originally measuring 28’x48’, the original cost was $4200. The garage has been a private residence since it was built in 1936 with a second story added in 1937. Aluminum siding was added in 1973. The garage sports a clipped gable roof and clapboard siding to match the house.

In 1924 the original owner was A.J White, in 1936 MH White, and in 1965 Nellie White owned the house. After the Whites, the owners were as follows: 1969 Jackson, 1973 Jacobson, and 1976 John Micek.
Name of Property: Southeast Kenwood Local Historic District

2158 3rd Ave. N.
This rectangular one story block duplex was built in 1960, as it bears a strong resemblance to the 1959 duplexes behind it and across the street. It has a hip roof and two carports flanking the structure.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

FOURTH AVENUE NORTH

2000 4th Ave. N.
This one-story Tudor Revival rectangular wood frame home and attached garage were constructed in 1941 by Deeb Construction Company at a cost of $4,000. Deeb was identified as a prominent builder in the National Register documentation. The living area is 1103 square feet. Mildred Maloney owned the property at least from 1941 to 1975. Asbestos shingle siding was installed in 1953 by then owner Mildred Maloney and tops a concrete block foundation with mill. The roof is intersecting gable with composition shingles. The exterior north front and center chimney with contrasting brick accents is a focal point of this Tudor Revival. There is a cross gable entrance porch, with wood trellis supports and a white picket fence that distinguishes the front of the home. National Register researcher Judith Kitchen noted that “this house with attached garage, built in a vernacular version of the Tudor Revival architectural style, is quite attractive and is well preserved. The property, located very near the eastern boundary of the historic residential area, contributes to the visual importance of its neighborhood.”

2001 4th Ave. N. & 400 20th Street N.
This L-shaped house was built in 1939 as a 10-room, two-unit apartment house. A two-car garage was built at the same time. Architecturally, it incorporates many of the features of an American Foursquare home - a continuous concrete block foundation, horizontal siding and a low hipped roof with wide overhangs. The house has three porches, one in the front and two in the rear. The incised front porch has a hipped roof supported by columns in the front. Two porches in the rear, one on each story, are enclosed and has a shed roof which was added in the 1950s. Other alterations include the replacement of some windows in the 1970s and probably others later. The windows include 6/1 wood-framed lights and several metal casement windows. On the September 2001 Historical Structure Form, the reviewer noted that this house “exhibits a design type and building materials that were prevalent during the period of construction. The building is representative of the historic architecture located in the area and contributes to the historical and architectural importance of the area now known as Kenwood.”

2010 4th Ave. N.
This one and a half story Craftsman Bungalow was constructed, unlike most in the area, with two rooms in the attic. The exact construction date of the house and garage is unknown, but it is about 1927. The building was apparently raised and a new porch constructed in 1934. The bungalow has wide clapboard siding and a continuous stucco foundation with vents. It has a side facing gable roof with composition shingles. There is a brick chimney on the exterior east of the building. This bungalow has a cross gabled front porch and plenty of triangular knee braces in the gables. Robert Arnold was the owner in 1934, F Wareham in 1946, Mrs. Garrett Irwin possibly in-between (1937). Ownership information is somewhat sketchy. As stated in the
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

National Register evaluation “this property contributes to the visual significance of the neighborhood.”

2011 4th Ave. N.
Built in c. 1949 for $8,500 this mid-century, one-story Masonry Vernacular style house and garage exhibit a design type and building materials that were prevalent during the period of construction. It has 1437 square feet of living space. Drop siding and concrete block top the continuous concrete block foundation. There is a gabled roof over the main portion of the house with a small lower gable that extends over a small extension on one side adjacent the four-sided front porch. The south-facing porch is enclosed by screen/metal windows. A brick chimney is centered in the ridge of the roof. Exterior ornamentation on this house is simple, consisting of ridge vents, concrete sills and awnings over several of the windows. An alley-facing Masonry Vernacular garage with a front gabled roof resembles the house. Some windows were replaced in the 1970s. An in-ground pool and hot tub were added more recently. The Historical Structure Form summarizes this house as being representative of the historic architecture located in the area and that it contributes to the historical architectural importance of Kenwood.

2020 4th Ave. N.
This one story Frame Vernacular residence was built c. 1928, and has living space of 960 square feet. It has wide clapboard siding and a stuccoed continuous foundation with vents. The roof type is hip with cross gable. There is a central brick chimney that rises through the interior. There is one incised front porch (north) with stuccoed piers and integral hip roof. Original 4/1 double hung windows remain on this home. This property has had an interesting history of buildings built on it, moved to it and moved away from it. From the available information, it seems that the house was relocated to the site from Toytown in 1934, described as “3 rm & 2 rm. & porch add.”, and in 1939 a garage was moved from the site to 1025 Lakeview Ave. S. At that point, the single-car garage which remained on the property was enlarged to a two-car garage. The house was likely a bungalow at one time. Joe Asaro was the owner in 1934, hiring L.L. Allen to move the house to the property. R.H Gable was the owner in 1939, and Kitty Chiera in 1941. As stated in the National register evaluation “this vernacular house and its garage contribute to the historical development of the street and the area.”

2023 4th Ave. N.
This single family one story wood frame Craftsman Bungalow was built c.1928. The original garage was demolished and the present one-story garage was constructed in 1957 with a gable roof. The Bungalow has shiplap siding and drop siding over a continuous concrete block foundation with vents. The roof is gabled with metal shingles. It is unknown when the metal shingles were installed. There is a brown brick chimney located on the exterior east side. The lower gable porch roof extends to one side, with painted rusticated concrete block piers and
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

quadruple wood posts. The exterior ornamentation includes exposed wooden rafter tails and knee braces. Although the porch was likely enclosed in 1961, the fine Craftsman porch details are still visible.

There was an awning on the south side of the enclosed porch that has since been removed. G. R. and Blanche Hyde may have been the original owners, and Blanche is listed as owner until the late 1940's. M. H. Mulkey appears in the 1950's and 1960s. As stated in the National register evaluation “this house and garage contribute to the visual and historical importance of the area.”

2026 4th Ave. N.
This one story Frame Vernacular single family residence has 1341 living area square feet. Formerly a bungalow, this home was constructed c. 1928 but it is difficult to ascertain when the various changes to it were made. Wide clapboard, plywood siding top the rusticated concrete block piers with infill foundation. The roof is an intersecting gable with composition shingles. There is a cream brick chimney running straight up the tallest portion of the facade. The exterior ornamentation includes exposed rafter tails and triangular knee braces. There is a one story building (former garage) in the back (south) side of the home with a gable roof. Early ownership data is unavailable, but it is known that Isbill was the owner in the late 1940’s Corben in 1960 and Vernon Mitchell in 1969.

2029 4th Ave. N.
This Minimal Traditional home, with 868 square feet of living space, and two car garage were constructed in 1945 by Guflo (Gulflow?) Building Corporation at a cost of $5,400. The dwelling has three front-facing gables, which is quite unusual for the area. The home has a brick chimney which is located interior center. There is an incised west side porch with a Miami awning sash. Asbestos shingles and Miami awning sash porch were installed at a date unknown. N. E. Perry had the house and garage built in 1945. J. N. Gedenberg was the owner in 1958 and Robinson in 1971. According to the National register evaluation, “this 1945 house and garage add to the architectural variety of the neighborhood.”

2034 4th Ave. N.
This one-story Tudor Revival, rectangular wood frame home, and attached garage were constructed c. 1941 by Deeb Construction Company, a prominent builder, at a cost of $3,000. The contractor built a number of houses in the area. There are 1095 square feet of living space in this home. Asbestos shingles applied in 1948 by then owner James K. Clark top the foundation of painted concrete block and piers with infill. The dwelling has a gable roof (side facing) with composition shingles and a secondary cross gable. The main entrance has a cross gable roof over an entrance stoop, with double wood posts. In 1959 owner Catherine Miller had the breezeway between house and garage enclosed. There is a painted brick chimney located on the exterior
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

north. The National Register researcher Judith Kitchen noted that “This is a Tudor Revival style house built in 1941 and a contributing element in the potential historic district for the neighborhood.”

2035 4th Ave. N.
Constructed in 1939, this Frame Vernacular residence and garage cost $2500. A rear two-bedroom addition was constructed in 1948 for $2,000. The front porch was built in 1941 for $300. The original garage (apartment) was demolished and the present garage built in 1954 for $1,000. The dwelling has a gable roof with composition shingles and a secondary cross gable. The windows are Miami awning; the date the Miami awning sash was installed is not available. Asbestos shingles were also added at a date unknown. Ralph Banks, Jr. was the owner in 1939. Mr. and Mrs. George A. Lee were owners in 1942. The entry for the Lees may be in error, because Mr. Banks is again listed for 1948-1954. The evaluation narrative on the National Historical Structure form states “this late 1930s house contributes to the history and visual variety of the street and neighborhood.”

2044 4th Ave. N.
This 1129 square foot one-story Tudor Revival home and attached garage were constructed in 1941 by Deeb Construction Company at a cost of $3500. Deeb was one of St. Pete’s premier builders for several decades. John Upton was the first owner occupant of the house, owning it until at least 1965. The home has a continuous concrete block foundation with vents and the roof is intersecting gable with composition shingles. Asbestos siding was added at an unknown date. The one story attached garage has a gable roof. This very picturesque Tudor Revival dwelling has a particularly striking gabled entrance and front chimney. The main entrance has a round-arched doorway in the wildly asymmetrical gabled vestibule. The original windows are 6/1 double-hung and 8-light wood casement. In 1960 owner John Upton had a 56” high block wall erected in rear side yard. More recently a three-foot stuccoed wall with pilaster posts at each end was added to the front yard that compliments both the style and finish of the house. The National Historical Structure form states that home is “a real standout on the street, this Tudor Revival style dwelling from 1941 contributes much to the architectural significance of the area.”

2045 4th Ave. N.
This one story Craftsman Bungalow and alley facing Frame Vernacular garage were constructed in 1925 at a cost of $4,000. The home has a living space of 1318 square feet. The original owner was M. B. Welch. Wide clapboard siding on the house tops a continuous rusticated concrete block foundation with vents. The bungalow has a gable roof with composition shingles and secondary cross gabled roofs on the east and west. The exterior ornamentation includes triangular knee braces, exposed rafter tails and slatted vents high in gables. There is a cream brick chimney on the west exterior. The front (south) has two porches: one open with a flat
latticed roof and the other closed with a lower gable, a cream brick base, rusticated concrete block piers and tapered wood posts. Originally the open porch had an opened latticed roof and was closed in 1940 by then owner George Wright. The closed porch was likely originally open with jalousie windows, screens and awnings added later. The porch deck floor has been extended past the house and has been modified to wood decking. With the exception of the enclosed front and rear porches, the windows and doors are original. The door is a 15-light wood door and the windows are 9/1 double hung. A post and beam carport with shed roof was constructed on the west side of the garage. The National Register researcher Judith Kitchen noted that “this fine craftsman bungalow is a major building in the significant Bronx Addition, and it contributes to the architectural importance of the street and the larger neighborhood.”

2050 4th Ave. N.
Constructed in 1924 this one story Craftsman Bungalow and alley facing Frame Vernacular Garage cost $4,000. Shiplap siding tops rock-faced concrete block piers with infill foundation. There is a gable roof with composition shingles. The bungalow has a symmetrical facade with a full-width lower-gable porch and cream brick piers. The porch was screened at an unknown date. There is a chimney of cream brick on the exterior east. A. J. Walker was the original owner, with B.T. Vokey listed for the late 1940s, Emma Cook for 1963 and Lessie Coleman for 1977. The National Historical Structure form notes this Craftsman Bungalow and garage “contribute to the visual and historical significance of 4th Ave. N. and the neighborhood as a whole.”

2051 4th Ave. N.
This 1537 square foot Tudor Revival wood-frame house has one and a half stories. It is one of only a very few architect-designed houses (H. C. Wendell) in the neighborhood. The house with the alley-facing garage were constructed in 1936 by L. C. Parker at a cost of $5,000. Wide clapboard siding tops the concrete block-piers with infill foundation. The roof is intersecting gable with composition shingles. There is a brick chimney located interior center. This Tudor Revival has a round arched doorway, a front (south) porch with integral flared gable roof and decorative metal support. The windows are original 6/1 wood double hung. No specific alterations or additions are mentioned on the property card except for the usual re-roofings and fences. The metal porch support is likely a replacement. The original owner was W.B Wiley. Jack Duran is listed for 1952, Octavia Ashcraft for 1962-1980. The National Historical Structure form states “this Tudor Revival inspired dwelling contributes to the significance of the historic area.”

2062 4th Ave. N. & 331 21st St. N.
Grady Swope owned this property and built two structures on it in 1939: a frame Vernacular L-shaped one-story residence faces 4th Avenue, and a two-story garage apartment and shed extension face 21st Street. Asbestos shingles were added to both the house and garage apartment
Name of Property: Southeast Kenwood Local Historic District

at an unknown date and the foundation is continuous stuccoed with vents. The roof is gabled with a secondary cross gable structure. There is a painted brick chimney interior center. There is an incised front porch that has been screened, and has a lower gable which extends over one side. O. R. Hall was likely the owner in 1957, Kelzer in 1974. Both structures contribute to the historical development and significance of the area.

2101 4th Ave. N. and 412 21st St. N.
The home at 2101 4th Avenue North is an early Craftsman Bungalow, circa 1915, according to the Pinellas County appraisal data. The house is wood frame and the foundation is piers with infill, constructed with concrete block. Asbestos shingles adorn the gabled roof. There is one open porch and one closed porch. The roof of the porch has a lower gable which extends on one side, with cream brick 2-part piers. It is likely that the front residence was re-sided in 1951, the rear one is 1959. The front porch of 2101 was likely "jalousied" in 1958 but has since been reopened.

The small house at the back (north end) of the lot, 412 21st Street North, is almost certain to have been constructed circa 1936. Its roof is a side-facing gable with wide overhangs and exposed rafter tails. There is a little gable over the small front porch, which now has an awning. There are mullioned sidelights on both sides of the front door.

The first property owner listed was: William F. Grable, "E. Grable" is listed as a recently as 1954. Virgil Miller was the owner in 1958, and "A. Miller" was the owner is listed through 1973. The property contributes to the significance of the potential historic district for the area.

2109 Fourth Ave. N.
This is a one-story, wood-frame Bungalow built about 1925, along with its garage, and the porch may have been glassed-in in 1948. Aluminum siding, according to the Historical Structure Form for Pinellas County, was added in 1973.

C.D. Southworth was the original owner in 1925, although the description of the house does not match the house that stands on this location now. W.T. Jackson was the contractor for the original structure, which cost $7,500. The house was originally planned to have 2 floors and 8 rooms, but it is a one-story dwelling without evidence of change. On the Historical Structure Form, Judith Kitchen speculated that "the owner changed his mind mid-construction." G.W. Waldron and later, Athena Waldron, were the property owners from as early as 1940 to 1973.

The house has a lower-gable porch and symmetrical facade. It contributes to the visual significance and history of the neighborhood. The exterior plan was originally rectangular and the foundation is piers with infill and includes brick. Vinyl siding is on the exterior. The house
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

has a chimney, with painted brick, which faces east. Ancillary to the main house is a one-story garage, with a gable roof, and entry from Fourth Ave. N. The house contributes to the visual significance and history of the neighborhood.

2110 4th Ave. N.
This is a one-story Craftsman-inspired bungalow with wood frame. The foundation is piers with infill and painted concrete block, and wide clapboard on the exterior. The roof is gable, with cross gables and the lower gabled porch roof is supported by substantial piers that are paneled and stuccoed. The roofs have exposed rafter tails and triangular knee braces. One unusual feature is the home's Spanish Colonial Revival-inspired low wing walls flanking the lower gable, as it extends on one from the main gable, side-entry front porch.

The house was constructed in 1927, and the first owner listed in the Historical Structure Form is L.D. Carpenter in the 1930's, then Dr. Blanc in 1951, then George Millham in the 1960's.

In 1938, the garage was expanded to house two cars, from one. Another alteration was the addition of Miami awning windows, which were installed on the porch. The date of this alteration is not known. These were later removed, and the porch currently has inconspicuous screening.

The dwelling and its garage, both constructed about 1927, contribute to the visual variety and historical significance of the potential historic district for the neighborhood.

2119 4th Ave. N.
This is a new residence in the Bronx Addition neighborhood. Owner Frank Kozack erected a one story wood frame residence with six rooms and two baths in 1986. The cost was $35,000. The home has 1272 square feet of living space and a small (36 s.f.) open front porch. One portion of the home has a wide gable, and the other a flat roof. It has vertical wood siding and fenestration includes double-hung 1/1 windows and Miami awning windows.

2120 4th Ave. N
This rectangular, wood-frame bungalow and garage were constructed in 1926 for $4,500. The one story garage was subsequently demolished. The foundation is piers with infill, built with cream and gray brick. Exterior materials include wide clapboard and wood shingles in the gables. The main portion of the home has a side-gabled roof, and the porch has a front-facing gable. F. A. Corner is the only owner listed on the city's property card. He was the original owner and is still listed as recently as 1964, when he had a central furnace and air conditioner installed. This bungalow and its garage remained in its original state for at least the first 40 years of its existence. Currently, the side-entry front porch is screened in.
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

The property contributes to the historical development and visual significance of the street and the neighborhood.

2125 4th Ave. N.
This single family one-story wood frame Craftsman Bungalow was built c. 1925, and has living space of 1057 square feet. The asbestos shingles likely date from the 1950s and top a continuous stuccoed foundation with vents. The bungalow has a clipped gable roof with composition shingles. There is a stuccoed chimney on the west exterior. The front porch, which extends across the entire façade, was enclosed at one time but it is now in its original open form, with a substantial stucco base and piers and an integral gable roof. The ornamentation includes exposed rafter tails and fancy curved brackets at eaves that are noteworthy. The original one-story garage with gable roof was removed and a 10' X 10' shed in the style of the house, constructed by Historic Shed, added to the property. In 1931 the owner was C.P. Damm, and that name appears until about 1942. Ray Quinn was the owner until at least 1965. The National Register researcher Judith Kitchen noted that “this is a Craftsman Bungalow of the simple, integral-roofed-porch variety, and it contributes much to the history of the street and the architectural significance of the area as a whole.”

2126 4th Ave. N.
This one-story Craftsman Bungalow and alley-facing Frame Vernacular garage were constructed in 1923. The bungalow has living space of 1099 square feet. The earliest owner found was H. C. Bell (1928) followed by Wilson Overturf (1939) and Ellis V. Gunter (1949-1982, at least). Asbestos siding on the house tops a continuous concrete block foundation with vents. It is unknown when the siding was installed. The bungalow has a gable roof with composition shingles and secondary cross gable on the west side of the home. Fancy curved brackets in the gable are noteworthy, as they take the place of the more common Craftsman-inspired triangular knee braces. There is a stuccoed chimney on the west exterior. The front porch that had been enclosed at one time has been opened again at a date unknown. As stated in the National register evaluation “This bungalow has unusual (for the area, anyway) curved brackets in the gable of the integral gable porch. The property contributes to the visual history of the street and area.”

2134 4th Ave. N.
This Frame Vernacular home and one-story garage were built in 1925 for $5,000. The house has a side facing gable roof with composition shingles. The garage has a gable roof with a flat extension and old garage doors. The siding is wide clapboard over rock-faced concrete block foundation with infill. There is a painted brick chimney located on the exterior east side. The windows are 6/1 double hung and there are two sets of three French doors with nine lights each door. There is a front porch (north) with a cross gabled roof, slightly tapered wood posts and
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

solid wood brackets. Ornamentation includes wooden exposed rafter tails, triangular knee braces, and a sunburst vent high in porch gable. The porch has been altered—the supports are likely not original. This is an unusual house from 1925—perhaps the west section is an addition. The owner in 1925 was P.J. Franklin. In 1949 the owner was G.B. Thomas, and in 1958 it was Shanley, who is still listed as recently as 1985. As stated in the the Historical Structures Report this house contributes to the visual variety and historical development of the neighborhood.

2135 4th Ave. N.

Built in 1924, this wood frame Craftsman Bungalow was built on a continuous brick foundation with vents. The open front porch is supported by brick piers and tapered wood posts and is now enclosed with screening. The porch roof is hipped but incorporates a small centered gable. The house roof has a front-facing gable with slatted eave vents. There is a brick chimney on the east side of the house. The Historical Structure Report indicates that a 21' x 21' rear addition was constructed in 1986.

A garage was also built in 1924. A wooden privacy fence partially obscures the rear view of the property, but it would appear that the clapboard-sided structure with rafter tails extending from the roof is likely to be the original garage.

The Historical Structures Report notes that the home “makes a contribution to the visual significance and historical development of the neighborhood.

2140 4th Ave. N.

This Minimal Traditional home, with 1028 square feet of living space, and attached garage were constructed in 1948 a cost of $6,500. Asbestos siding tops a continuous concrete block foundation. The home has a brick chimney located on the interior south. There are two porches: one north with a wood deck and no cover, and the second south porch has a shed roof and Miami type awning windows, that were added in 1978. Some windows were replaced in the 1960s. N. E. Perry had the house and garage built in 1945. J. N. Gedenberg was the owner in 1958 and Robinson in 1971. According to the Historical Structures Report, “this 1945 house and garage add to the architectural variety of the neighborhood.”

2145 4th Ave. N.

This one-story Craftsman Bungalow and alley-facing Frame Vernacular garage were constructed in 1925. The original owner Violet Smith had contractor St. Clair build this house and garage at a cost of $4,500. The house received a three-foot rear extension in 1956. Wide clapboard siding on the house tops a brick foundation with infill. The bungalow has a gable roof with composition shingles. The exterior ornamentation includes exposed rafter tails and decorative beam extensions with curved brackets. There is a brick chimney on the east exterior. The dwelling has
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

two closed porches: the front (south) porch has brick base and piers, with a hip roof, and the rear (north) porch has a hip roof. The front porch was enclosed with screens at some point, and the awning was added. The taller-than-normal bungalow is quite attractive. The gable-end bracketed beam extensions are noteworthy. The National Register researcher Judith Kitchen noted that “this tall bungalow contributes to the visual significance of the potential historic district.”

2150 4th Ave. N.
This single family one-story Craftsman Bungalow was constructed in 1925, and has living space of 1080 square feet. The original garage was built in 1928 but has since been demolished and replaced, at an unknown date, with a one story, painted concrete block and gable roof structure. Shiplap siding on the house tops a continuous stuccoed foundation with vents. The bungalow has a clipped gable roof with asbestos shingles on a diagonal and secondary cross clipped gabled roof. The exterior ornamentation includes exposed rafter tails and wavy brackets in the front gable, and triangular knee braces in the cross gable. The front north porch has an integral gable, with stuccoed base and piers. The front porch screens and awning were added at an unknown time. As stated in the Historical Structures Report, this house “contributes to the architectural and historical importance of the neighborhood as a fine clipped-gable-roofed bungalow.”

2151 4th Ave. N.
Built in 1955 for $10,000, this L-shaped one story Ranch with attached garage has 884 square feet of living space. The home is constructed of concrete block with round-corner block over a continuous painted concrete block foundation. The roof is hip type with composition shingles. It is not known when the white tile roof was removed and composition shingles installed. The one-story garage is attached to the house by a breezeway and has a pyramid roof. The main entrance of the home is a roof overhang with with metal supports. The building is a good example of a five-room ranch house of masonry construction from the mid-1950s in the neighborhood. This house has been changed very little over the years. Henry F. Benkemper was the owner when the house was built in 1955. In 1975 the owner was John McNamara. As stated in the Historical Structures Report, “Although built in 1955, this ranch house with attached garage makes an architectural contribution to the significance of the area as a possible historic district.”

2159 4th Ave. N.
This two-story American Foursquare home and single story Frame Vernacular garage were built c. 1927. The siding is wide clapboard and the roof is a low pyramid type with composition shingles. The garage has a pyramid roof and old doors. The house has 2 hipped dormer vents, front (south) & side (west). There is a stuccoed chimney located on the exterior west side. The one story front (south) porch has a hip roof and large stuccoed piers. At one time the porch was enclosed but it has, at a date unknown, been opened again. The owner in 1933 was Mrs. Charles Southworth, and in 1945 it was Florence Shuman, in 1958 Mary Hallett, who appears as owner
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

in 1967 also. As stated in the Historical Structures Report, “One of not very many American Foursquare examples in the area, this circa 1927 house is a good example of the type and contributes to the architectural history of the area.”
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

INDEX OF PHOTOS IN DROPBOX
https://www.dropbox.com/home/Southeast%20Kenwood%20LHD%20Photos

20th, 21st, 22nd Streets North

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>Photo Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>261 22nd Street N</td>
<td>261 22nd s.jpg</td>
</tr>
<tr>
<td>301 22nd Street N</td>
<td>301 22nd f.jpg</td>
</tr>
<tr>
<td></td>
<td>301 22nd s.jpg</td>
</tr>
<tr>
<td>312 20th Street N</td>
<td>312 20th Street N-back.jpg</td>
</tr>
<tr>
<td>327 22nd Street N</td>
<td>327 22nd - 22nd St. side rear.jpg</td>
</tr>
<tr>
<td></td>
<td>327 22nd - 22nd St side.jpg</td>
</tr>
<tr>
<td></td>
<td>327 22nd - b.jpg</td>
</tr>
<tr>
<td></td>
<td>327 22nd - Facing 4th Ave.jpg</td>
</tr>
<tr>
<td>330 21st Street N</td>
<td>330 21st b.jpg</td>
</tr>
<tr>
<td></td>
<td>330 21st s.jpg</td>
</tr>
<tr>
<td>400 20th Street N</td>
<td>400 20th St (with 2001 4th St).jpg</td>
</tr>
<tr>
<td>415 21st Street N</td>
<td>415 21st - facing 4th on corner.jpg</td>
</tr>
<tr>
<td></td>
<td>415 21st - facing 21st on corner.jpg</td>
</tr>
<tr>
<td></td>
<td>415 21st f.jpg</td>
</tr>
<tr>
<td></td>
<td>415 21st-b..jpg</td>
</tr>
</tbody>
</table>

Burlington Avenue North
https://www.dropbox.com/home/Southeast%20Kenwood%20LHD%20Photos/Burlington%20Avenue%20North

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>Photo Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003 Burlington Ave N</td>
<td>2003-Burlington-b2.jpg</td>
</tr>
<tr>
<td></td>
<td>2003-Burlington-f-2.jpg</td>
</tr>
<tr>
<td></td>
<td>2003-burlington-f.jpg</td>
</tr>
<tr>
<td></td>
<td>2003-burlington-side-2.jpg</td>
</tr>
<tr>
<td></td>
<td>2003-burlington-side.jpg</td>
</tr>
<tr>
<td>2010 Burlington Ave N</td>
<td>2010-2-Burlington-f.jpg</td>
</tr>
<tr>
<td></td>
<td>2010-Burlington-B.jpg</td>
</tr>
<tr>
<td></td>
<td>2010-Burlington.jpg</td>
</tr>
<tr>
<td>2011 Burlington Ave N</td>
<td>2011-burlington-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2011-burlington-b2.jpg</td>
</tr>
</tbody>
</table>
**St. Petersburg Landmark Designation Application**

Name of Property: **Southeast Kenwood Local Historic District**

<table>
<thead>
<tr>
<th>Address</th>
<th>Images</th>
</tr>
</thead>
</table>
| 2020 Burlington Ave N | 2020-burlington-b.jpg  
                        | 2020-Burlington-bA.jpg  
                        | 2020-Burlington-f.jpg |
| 2021 Burlington Ave N | 2021-burlington-b.jpg  
                        | 2021-burlington-f.jpg |
| 2026 Burlington Ave N | 2026-Burlington-b.jpg  
                        | 2026-Burlington-f.jpg  
                        | 2026-Burlington-f2.jpg |
| 2027 Burlington Ave N | 2027-burlington-b-2.jpg  
                        | 2027-burlington-f.jpg  
                        | 2027burlington-b.jpg |
| 2034 Burlington Ave N | 2034-Burlington-f.jpg  
                        | 2034-Burlington-f2.jpg  
                        | 2034burlington-b.jpg |
| 2035 Burlington Ave N | 2035-burlington-b.jpg  
                        | 2035-burlington-f.jpg |
| 2042 Burlington Ave N | 2042-Burlington-b.jpg  
                        | 2042-Burlington-f.jpg  
                        | 2042burlington-f-2.jpg |
| 2045 Burlington Ave N | 2050-Burlington-b.jpg  
                        | 2050-Burlington-b2.jpg  
                        | 2050burlington-f.jpg |
| 2051 Burlington Ave N | 2051-burlington-b.jpg  
                        | 2051-burlington-f-2.jpg  
                        | 2051-burlington-f.jpg |
| 2059 Burlington Ave N | 2059-burlington-b.jpg  
                        | 2059-burlington-f-2.jpg  
                        | 2059-burlington-f.jpg  
                        | 2059-burlington-side.jpg |
| 2062 Burlington Ave N | 2062-Burlington-b2.jpg  
                        | 2062-burlington-f.jpg  
                        | 2062burlington-b.jpg  
                        | 2062burlington-side-back.jpg |
| 2100 Burlington Ave N | 2100-2-Burlington-f.jpg  
                        | 2100-Burlington-b.jpg  
                        | 2100-Burlington-side.jpg |
**St. Petersburg Landmark Designation Application**

**Name of Property:** Southeast Kenwood Local Historic District

<table>
<thead>
<tr>
<th>Address</th>
<th>Images</th>
</tr>
</thead>
</table>
| 2101 Burlington Ave N | 2101-burlington-b.jpg  
|                  | 2101-Burlington-f.jpg  
|                  | 2101-burlington-side.jpg                                                 |
| 2110 Burlington Ave N | 2110-Burlington-b.jpg  
|                  | 2110-Burlington-f.jpg                                                 |
| 2111 Burlington Ave N | 2111-burlington-b.jpg  
|                  | 2111-burlington-f.jpg  
|                  | 2111-burlington-f2.jpg  
|                  | 2111burlington-b-2.jpg                                                 |
| 2120 Burlington Ave N | 2120-Burlington-b.jpg  
|                  | 2120-Burlington-f.jpg                                                 |
| 2123 Burlington Ave N | 2123-burlington-b.jpg  
|                  | 2123-burlington-f.jpg                                                 |
| 2125 Burlington Ave N | 2125-burlington-b.jpg  
|                  | 2125-burlington-f-2.jpg  
|                  | 2125-burlington-f.jpg                                                 |
| 2130 Burlington Ave N | 2130-Burlington-b.jpg  
|                  | 2130-Burlington-b2.jpg  
|                  | 2130-Burlington-f.jpg                                                 |
| 2134 Burlington Ave N | 2134-2-Burlington-f.jpg  
|                  | 2134-Burlington-b.jpg  
|                  | 2134-Burlington-f.jpg                                                 |
| 2135 Burlington Ave N | 2135-burlington-f.jpg  
|                  | 2135-burlington-b.jpg  
|                  | 2135-burlington-f-2.jpg  
| 2142 Burlington Ave N | 2142-2-Burlington-f.jpg  
|                  | 2142-Burlington-bA.jpg  
|                  | 2142-Burlington-f.jpg                                                 |
| 2143 Burlington Ave N | 2143-burlington-b.jpg  
|                  | 2143-burlington-f-2.jpg  
|                  | 2143-burlington-f.jpg                                                 |
| 2152 Burlington Ave N | 2152-Burlington-f.jpg  
|                  | 2152Burlington-b.jpg                                                  |
| 2159 Burlington Ave N | 2159-burlington-f.jpg  
|                  | 2159.burlington-b.jpg                                                 |
| 2162 Burlington Ave N | 2162-Burlington-b-2.jpg  
|                  | 2162-Burlington-b.jpg  
|                  | 2162-Burlington-f.jpg                                                 |
St. Petersburg Landmark Designation Application

Name of Property: Southeast Kenwood Local Historic District

2163 Burlington Ave N
2163-burlington-f.jpg
2163-burlington-b.jpg
2163.burlington-b.jpg

3rd Avenue North
https://www.dropbox.com/home/Southeast%20Kenwood%20LHD%20Photos/3rd%20Avenue%20North

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>Photo Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000 3rd Ave N</td>
<td>2000-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2000-3rdaven-f.jpg</td>
</tr>
<tr>
<td></td>
<td>2000-3rdaven-f2.jpg</td>
</tr>
<tr>
<td>2001 3rd Ave N</td>
<td>2001-3rdave.n-b-s.jpg</td>
</tr>
<tr>
<td></td>
<td>2001-3rdaven.jpg</td>
</tr>
<tr>
<td>2010 3rd Ave N</td>
<td>2010-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2010-3rdave-n-f.jpg</td>
</tr>
<tr>
<td>2011 3rd Ave N</td>
<td>2011-3rdave-n-jpg</td>
</tr>
<tr>
<td></td>
<td>2011-3rdave.n-b.jpg</td>
</tr>
<tr>
<td>2019 3rd Ave N</td>
<td>2019-3rdave.n-jpg</td>
</tr>
<tr>
<td></td>
<td>2019-3rdave.n-b.jpg</td>
</tr>
<tr>
<td>2020 3rd Ave N</td>
<td>2020-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2020-3rdaven.jpg</td>
</tr>
<tr>
<td>2025 3rd Ave N</td>
<td>2025-3rdave.n.jpg</td>
</tr>
<tr>
<td></td>
<td>2025-3rdave.n-b.jpg</td>
</tr>
<tr>
<td>2026 3rd Ave N</td>
<td>2026-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2026-3rdave-n-bA.jpg</td>
</tr>
<tr>
<td></td>
<td>2026-3rdave-n-jpg</td>
</tr>
<tr>
<td>2035 3rd Ave N</td>
<td>2035-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2035-3rdaven.jpg</td>
</tr>
<tr>
<td>2036 3rd Ave N</td>
<td>2036-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2036-3rdave-n-jpg</td>
</tr>
<tr>
<td>2042 3rd Ave N</td>
<td>2042-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2042-3rdave.n.jpg</td>
</tr>
<tr>
<td>2045 3rd Ave N</td>
<td>2045-3rdave.n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2045-3rdaven.jpg</td>
</tr>
<tr>
<td>2050 3rd Ave N</td>
<td>2050-3rdave-n-b.jpg</td>
</tr>
<tr>
<td></td>
<td>2050-3rdave-n-f.jpg</td>
</tr>
<tr>
<td>2053 3rd Ave N</td>
<td>2053-3rdave.n-b.jpg</td>
</tr>
</tbody>
</table>
St. Petersburg Landmark Designation Application

<table>
<thead>
<tr>
<th>Name of Property: Southeast Kenwood Local Historic District</th>
<th>Images</th>
</tr>
</thead>
</table>
| 2058 3rd Ave N                                             | 2058-3rdave-n-b.jpg  
|                                                            | 2058-3rdave-n-f.jpg  
|                                                            | 2058-3rdaven-s.jpg  |
| 2059 3rd Ave N                                             | 2059-3rdave.n.jpg  
|                                                            | 2059-3rdaven.jpg  |
| 2100 3rd Ave N                                             | 2100-3rdave-n-b.jpg  
|                                                            | 2100-3rdave-f.jpg  |
| 2101 3rd Ave N                                             | 2101-3rdave-n-b.jpg  
|                                                            | 2101-3rdave.n.jpg  |
| 2109 3rd Ave N                                             | 2109-3rdave.n.jpg  
|                                                            | 2109-3rdaven.jpg  |
| 2110 3rd Ave N                                             | 2110-3rdave.n.jpg  
|                                                            | 2110-3rdave-n-g.jpg  
|                                                            | 2110-3rdave-f.jpg  |
| 2120 3rd Ave N                                             | 2120-3rdave-n-b.jpg  
|                                                            | 2120-3rdave.n.jpg  |
| 2121 3rd Ave N                                             | 2121-3rdave.n.jpg  
|                                                            | 2121-3rdave.n-g.jpg  |
| 2126 3rd Ave N                                             | 2126-3rdave-n-b.jpg  
|                                                            | 2126-3rdave.n.jpg  |
| 2127 3rd Ave N                                             | 2127-3rdave.n.jpg  
|                                                            | 2127-3rdave.nA.jpg  |
| 2134 3rd Ave N                                             | 2134-3rdave-n-b.jpg  
|                                                            | 2134-3rdave.n.jpg  |
| 2135 3rd Ave N                                             | 2135-3rdave-n.jpg  
|                                                            | 2135-3rdave-nA.jpg  |
| 2142 3rd Ave N                                             | 2142-3rdave-n.jpg  
|                                                            | 2142-3rdave-n-jpg  
|                                                            | 2142-3rdave-nA.jpg  |
| 2143 3rd Ave N                                             | 2143-3rdave-n-f.jpg  
|                                                            | 2143-3rdave.n.jpg  
|                                                            | 2143-3rdave.nA.jpg  |
| 2155 3rd Ave N                                             | 2155-3rdave.n-b.jpg  
|                                                            | 2155-3rdaven.jpg  |
| 2158 3rd Ave N                                             | 2158-3rdave.n-b.jpg  
|                                                            | 2158-3rdaven.s.jpg  
|                                                            | 2158-3rdaven-side2.jpg  |
**St. Petersburg Landmark Designation Application**

Name of Property: Southeast Kenwood Local Historic District

4th Avenue North


<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>Photo Files</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000 4th Ave N</td>
<td>2000 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2000 4th - f.jpg</td>
</tr>
<tr>
<td></td>
<td>2000 4th Ave - 20th St side.jpg</td>
</tr>
<tr>
<td>2001 4th Ave N</td>
<td>2001 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2001 5th - f.jpg</td>
</tr>
<tr>
<td></td>
<td>2001 4th &amp; 400 20th St - b.jpg</td>
</tr>
<tr>
<td>2010 4th Ave N</td>
<td>2010 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2010 4th - f.jpg</td>
</tr>
<tr>
<td>2011 4th Ave N</td>
<td>2011 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2011 4th - f.jpg</td>
</tr>
<tr>
<td>2020 4th Ave N</td>
<td>2020 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2020 4th - f.jpg</td>
</tr>
<tr>
<td>2023 4th Ave N</td>
<td>2023 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2023 4th - f.jpg</td>
</tr>
<tr>
<td>2026 4th Ave N</td>
<td>2026 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2026 4th - f.jpg</td>
</tr>
<tr>
<td>2029 4th Ave N</td>
<td>2029 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2029 4th - f.jpg</td>
</tr>
<tr>
<td>2034 4th Ave N</td>
<td>2034 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2034 4th - f.jpg</td>
</tr>
<tr>
<td>2035 4th Ave N</td>
<td>2035 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2035 4th - f.jpg</td>
</tr>
<tr>
<td>2044 4th Ave N</td>
<td>2044 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2044 4th - f.jpg</td>
</tr>
<tr>
<td>2045 4th Ave N</td>
<td>2045 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2045 4th - f.jpg</td>
</tr>
<tr>
<td>2050 4th Ave N</td>
<td>2050 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2050 4th - f.jpg</td>
</tr>
<tr>
<td>2051 4th Ave N</td>
<td>2051 4th - b.jpg</td>
</tr>
<tr>
<td></td>
<td>2051 4th - f.jpg</td>
</tr>
<tr>
<td>2062 4th Ave N</td>
<td>2062 4th - b.jpg</td>
</tr>
</tbody>
</table>
# St. Petersburg Landmark Designation Application

**Name of Property:** Southeast Kenwood Local Historic District

<table>
<thead>
<tr>
<th>Address</th>
<th>Images</th>
</tr>
</thead>
</table>
| 2100 4<sup>th</sup> Ave N | 2100 4<sup>th</sup> - f.jpg  
                          | 2100 4<sup>th</sup> - s.jpg  
                          | 2100 rear 4<sup>th</sup> - b.jpg  |
| 2101 4<sup>th</sup> Ave N | 2101 4<sup>th</sup> - b.jpg  
                          | 2101 4<sup>th</sup> - f.jpg  
                          | 2101 4<sup>th</sup> Ave (numbered 412 21<sup>st</sup> St).jpg  |
| 2109 4<sup>th</sup> Ave N | 2109 4<sup>th</sup> - b.jpg  
                          | 2109 4<sup>th</sup> - f.jpg  |
| 2110 4<sup>th</sup> Ave N | 2110 4<sup>th</sup> - b.jpg  
                          | 2110 4<sup>th</sup> - f.jpg  |
| 2119 4<sup>th</sup> Ave N | 2119 4<sup>th</sup> - f.jpg  |
| 2120 4<sup>th</sup> Ave N | 2120 4<sup>th</sup> - b.jpg  
                          | 2120 4<sup>th</sup> - f.jpg  |
| 2125 4<sup>th</sup> Ave N | 2125 4<sup>th</sup> - b.jpg  
                          | 2125 4<sup>th</sup> - f.jpg  |
| 2126 4<sup>th</sup> Ave N | 2126 4<sup>th</sup> - b.jpg  
                          | 2126 4<sup>th</sup> - f.jpg  |
| 2134 4<sup>th</sup> Ave N | 2135 4<sup>th</sup> - b.jpg  
                          | 2135 4<sup>th</sup> - f.jpg  |
| 2140 4<sup>th</sup> Ave N | 2140 4<sup>th</sup> - b.jpg  
                          | 2140 4<sup>th</sup> - f.jpg  |
| 2145 4<sup>th</sup> Ave N | 2145 4<sup>th</sup> - b.jpg  
                          | 2145 4<sup>th</sup> - f.jpg  |
| 2150 4<sup>th</sup> Ave N | 2150 4<sup>th</sup> - b.jpg  
                          | 2150 4<sup>th</sup> - f.jpg  |
| 2151 4<sup>th</sup> Ave N | 2151 4<sup>th</sup> - b.jpg  
                          | 2151 4<sup>th</sup> - f.jpg  |
| 2159 4<sup>th</sup> Ave N | 2159 4<sup>th</sup> - angled.jpg  
                          | 2159 4<sup>th</sup> - b.jpg  
                          | 2159 4<sup>th</sup> - f.jpg  
                          | 2159 4<sup>th</sup> - s.jpg  |
APPENDIX C: ADDITIONAL STAFF PHOTOGRAPHS OF PROPOSED DISTRICT
APPENDIX D: MAPS OF PROPOSED DISTRICT
Boundaries and Contributing Properties
Southeast Kenwood
Local Historic District

4TH AVE N

22ND ST N

21ST ST N

3RD AVE N

BURLINGTON AVE N

- Contributing Building-Primary Residence
- Contributing Property
- Contributing Building-Garage Apartment
- Contributing Building-Garage
- Non-Contributing Building-Primary Residence
- Non-Contributing Property
- Non-Contributing Resource
400 20th St (with 2001 4th St)

415 21st - facing 4th on corner
ST. PETERSBURG CITY COUNCIL

Meeting of June 14, 2018

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

SUBJECT: City File: FLUM-50: Proposed amendment to the Official Zoning Map and Future Land Use Map designation for an estimated 3.77 acre area, generally located east of 31st Street South and north of 54th Avenue South.

A detailed analysis of the request is provided in the attached staff report.

REQUEST: (A) ORDINANCE _____-L amending the Future Land Use Map designation from Institutional to Planned Redevelopment-Mixed Use.

(B) ORDINANCE _____-Z amending the Official Zoning Map designation from CRS-1 (Corridor Residential Suburban-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

(C) RESOLUTION requesting amendment to the Countywide Plan Map to comply with the requirements of the Pinellas Planning Council and Pinellas County Board of County Commissioners, the latter in their capacity as the Countywide Planning Authority.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: City staff have received two emails and three phone calls related to this item. While a couple residents were simply seeking clarifications, two were opposed to the land use change due to concerns about commercial intrusion and traffic congestion. Judy Ellis, President of Lakewood Estates Civic Association, has registered as an opponent.

Community Planning & Preservation Commission (CPPC): On May 8th, 2018, the CPPC held a public hearing regarding this matter and voted 7 to 0 to recommend APPROVAL. At that meeting, several Commissioners expressed concern about the traffic impact of the proposed use, a small commercial drive-thru restaurant, and recommended that Staff conduct further analysis, referring to the deficient road segment of 54th Avenue South (from 34th Street South to 31st Street South) noted in the Staff Report.

In follow-up, Staff met with the Transportation and Parking Management Department to further review any potential traffic impact. At the meeting, it was determined that this application for zoning and future land use map amendment should proceed with an acknowledgement that any future development proposal(s)
on the subject area shall require submission of a traffic study and analysis that includes potential impacts to 54th Avenue South, extending from 31st Street South to 34th Street South. The traffic study and analysis shall consider the land use type and traffic circulation pattern of the proposed site plan.

Where concerns are identified by the Development Review Services Division, Transportation and Parking Management Department, and Engineering Department at the time of site plan review, the Zoning Official may schedule the proposed site plan for public hearing review with the Development Review Commission and may include requirements for mitigating any transportation related impacts. This is reinforced by Comprehensive Plan Policy T3.1(e), which states “A traffic study and/or transportation management plan ("TMP") for a development project not impacting a deficient road corridor shall be required if necessary to address the impact of additional trips generated by the project on the surrounding traffic circulation system.”

Recommended City Council Action: 1) CONDUCT the second reading and Quasi-Judicial public hearing; AND 2) APPROVE the proposed ordinances and transmittal resolution.

Attachments: Ordinances (2), Resolution, CPPC Draft Minutes and Staff Report
ORDINANCE NO. -L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION OF THE SUBJECT PORTION OF THE PROPERTY GENERALLY LOCATED EAST OF 31ST STREET SOUTH AND NORTH OF 54TH AVENUE SOUTH, FROM INSTITUIONAL TO PLANNED REDEVELOPMENT – MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg Future Land Use Map amendment provided herein as being consistent with the proposed amendment to the Countywide Future Land Use Map which has been initiated by the City; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

<table>
<thead>
<tr>
<th>Property</th>
<th>Land Use Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bethel Community Baptist Church Sub Block 1, Lot 3 less that portion lying north of Lot 4</td>
<td>Planned Redevelopment-Mixed Use</td>
</tr>
</tbody>
</table>

From: Institutional

To: Planned Redevelopment-Mixed Use

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.
SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. 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 as set forth above.

APPROVED AS TO FORM AND SUBSTANCE: FLUM-50
(Land Use)  
5-10-18

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT DATE

ASSISTANT CITY ATTORNEY DATE
ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF A PORTION OF THE SUBJECT PROPERTY GENERALLY LOCATED EAST OF 31ST STREET SOUTH AND NORTH OF 54TH AVENUE SOUTH, FROM CRS-1 (CORRIDOR RESIDENTIAL SUBURBAN) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described properties in a Zoning District as follows:

Property
Bethel Community Baptist Church Sub Block 1, Lot 3 less that portion lying north of Lot 4

District
From: CRS-1 (Corridor Residential Suburban -1)
To: CCS-1 (Corridor Commercial Suburban-1)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon adoption.

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
FLUM-50
(Zoning)

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

5-10-18
DATE

ASSISTANT CITY ATTORNEY

5/16/18
DATE
RESOLUTION NO. 2018-____

A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council has held the requisite public hearing in consideration of a request to amend the Local Government Comprehensive Plan; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg Comprehensive Plan amendment, and determined it to be consistent with the Countywide Plan.

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

That the City Council of St. Petersburg does hereby transmit the proposed amendment to the Local Government Comprehensive Plan to the Pinellas Planning Council (PPC) for a consistency review with the Countywide Plan.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE: City File FLUM-50

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT DATE

ASSISTANT CITY ATTORNEY DATE
QUASI-JUDICIAL PUBLIC HEARING

D. City File FLUM-50

Location: The subject property, estimated to be 12.26 acres in size, is located at 2901 54th Avenue South.

Request: A private application to amend the Future Land Use Map designation from Institutional to Planned Redevelopment-Mixed Use and the Official Zoning Map designation from CRS-1 (Corridor Residential Suburban-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

Staff Presentation
Robyn Keefe gave a PowerPoint presentation based on the staff report.

Applicant Presentation
Daniel Epperly with ARO Engineering and representing the applicant/owner, Bethel Community Baptist Church stated is agreement with staff’s recommendations and was available to answer questions.

Registered Opponent Presentation
Judy Ellis was not present.

Public Hearing
John Adams, 2703 Bethel Ct S, spoke in opposition of the request.
Michael Fosnight, 1400 Alhambra Way S, was not present but submitted a card in opposition of the request.

Executive Session
Commissioner Rogo stated that he has no issues with the commercial infill; it makes sense for this location. He does have a concern about the LOS impact pertaining to traffic. Publix parking lot is busy and there is an active sports complex west of 31st Street; he has seen traffic backed up at certain times beyond the Walgreens and toward the proposed site. He then asked staff about the LOS impact. Ms. Keefe explained that under the existing zoning there are approximately 37.25 peak hour trips and under the proposed amendment they are looking at approximately 155 peak hour trips, which would result in an estimated net increase of 117.85 peak hour trips.
Commissioner Rogo asked if the rating system grade is still used. Ms. Keefe replied, yes. Currently the adjoining portion of 54th Avenue South is operating at a LOS “B” and the volume of trips would not result in an increase to that grade. Commissioner Rogo stated that all he has to go on is experience and the road is crowded during certain times of the week and certain times of the day, and hopes that certain design components may be incorporated to ease the congestion. Ms. Keefe noted that because it is a church, there is a special exception on the property and a modification to that special exception would most likely be required by zoning going forward so the rezoning today would not impact that process.

Mr. Epperly stated that currently they have no definitive tenants for the property based on the current designation. If it were to become a drive-thru, they would do every measure they can come up with to make sure that traffic staging is maximized around the property.

Commissioner Michaels voiced his concurrence with Commissioner Rogo’s remarks and then asked staff if the following from prior presentations to the CPPC is true: That intersection (31st Street & 54th Avenue S) is one of the most heavily used in the City achieving 90% capacity. Ms. Keefe stated that it was noted in the staff report that there is a deficient segment of roadway from 34th Street South to 31st Street South, which is directly adjacent to the segment in question today. When looking at this they also took in consideration of where I-275 currently exists and how that divides the two segments. Commissioner Michaels stated that this is a major concern to him and would like to be reassured that this is not going to add to traffic safety and congestion issues at that particular intersection.

Commissioner Michaels asked staff if it is correct that the Future Land Use designation of Institutional does allow for multi-family dwelling units, to which Ms. Keefe replied, yes, that is correct. Mr. Kilborn further explained that some Institutional uses propose as an accessory to their function multi-family units, so that is the basis for why it’s in there. Typically though once the Institutional use goes away or ceases operation of that portion of the site, then the Institutional category would be removed from the Future Land Use Map.

Commissioner Reese stated that she did not see from the presentations any residential homes in the area around the subject property and does not see an impact to any residential area as stated in a presentation. She then asked the location of the residential area that was referenced. [Response inaudible – not at microphone]

Commissioner Reese stated that she assumes the drive-thru would ingress and egress from 54th Ave South and wondered what would be the impact of the rezoning of the subject property as the residents see it. Mr. Adams responded that the concern is a drive-thru makes it sound like a fast food establishment which opens up at 6:00 in the morning and with the exception of the one commercial parcel at the intersection, the remainder of 54th Avenue going east is residential.

Commissioner Reese stated that her question was answered to some degree; she understands they are most concerned about foot traffic and noise.

Derek Kilborn stated, in response to Commissioner Michaels’ question about the capacity of the roadway, with a more detailed answer. The portion that is adjoining the application (from 31st Street moving east to Dr. Martin Luther King Jr. Street South), the volume to capacity ratio is .490 which means it is operating at a 49% capacity. The segment moving to the west from 31st Street to 34th Street South, is currently scored an “F” which means the volume to capacity ratio is at or in excess of 90%; this is not adjacent or adjoining the application under consideration today.
Commissioner Michaels asked if staff could provide at the next meeting an actual analysis or report of the impact of the additional 117 peak road trips on this section. Mr. Kilborn stated that additional information could be provided and, depending upon today’s action, supplement the CPPC staff report with additional information for City Council advising them that this is being provided in response to the question asked for their consideration in the final determination. Commissioner Michaels expressed his appreciation.

**MOTION:** Commissioner Reese moved and Commissioner Wolf seconded a motion to approve the amendment to the Future Land Use Map designation from Institutional to Planned Redevelopment-Mixed Use and the Official Zoning Map designation from CRS-1 (Corridor Residential Suburban-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use, for the subject property located at 2901 54th Avenue South in accordance with the staff report.

**VOTE:**
- YES – Burke, Michaels, Reese, Rogo, Wolf, Wannemacher, Carter
- NO – None

Motion passed by a vote of 7 to 0.
According to Planning & Economic Development Department records, no Community Planning & Preservation Commission member resides or owns property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

This request is to amend the Official Zoning Map designation from CRS-1 (Corridor Residential Suburban-1) to CCS-1 (Corridor Commercial Suburban-1) and amend the Future Land Use Map designation from I (Institutional) to PR-MU (Planned Redevelopment – Mixed Use). The applicant’s desire is to develop the site as a small commercial drive-through restaurant.

CONTENTS:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Information</td>
<td>2</td>
</tr>
<tr>
<td>Site Description</td>
<td>2</td>
</tr>
<tr>
<td>Zoning History</td>
<td>2</td>
</tr>
<tr>
<td>Site History</td>
<td>3</td>
</tr>
<tr>
<td>Staff Analysis</td>
<td>3</td>
</tr>
<tr>
<td>Responses to Relevant Considerations</td>
<td>4</td>
</tr>
<tr>
<td>Attachments</td>
<td></td>
</tr>
<tr>
<td>Attachment 1: Map Series</td>
<td>10</td>
</tr>
<tr>
<td>Attachment 2: Legal Description</td>
<td>14</td>
</tr>
<tr>
<td>Attachment 3: Application</td>
<td>15</td>
</tr>
<tr>
<td>Attachment 4: Public Comments</td>
<td>16</td>
</tr>
</tbody>
</table>
APPLICANT INFORMATION:

APPLICANT / PROPERTY OWNER:
Bethel Community Baptist Church
2901 54th Avenue South
St. Petersburg, FL 33712

APPLICANT'S REPRESENTATIVE(S):
Daniel Epperly
ARO Engineering
2805 Dr. Martin Luther King Junior Street North
St. Petersburg, FL 33704

SITE DESCRIPTION:

Street Address: 2901 54th Avenue South
Parcel ID Number: 02-3216083270010030
General Description: East of 31st Street South and North of 54th Avenue South
Legal Description: See Attachment No. 2
Acreage: 3.77 acres of a 12.26 acre parcel
Zoning, Existing: CRS-1 (Corridor Residential Suburban-1)
Future Land Use: I (Institutional)
Countywide Plan Map: P/SP (Public/Semi-Public)
Existing Use: The subject portion of the property is vacant. The larger parcel is occupied by the Bethel Community Baptist Church.
Surrounding Uses: North: predominately single-family uses with the church serving as a buffer; South: mixed-use commercial, including: supermarket, department store, bank, and gas station; East: mixed-use commercial, including: drugstore and bank; West: bank immediately adjacent followed by a school.
Neighborhood Assoc.: Lakewood Estates Civic Association

ZONING HISTORY:

The present CRS-1 zoning designation has been in place since September 2007, following the implementation of the City's Vision 2020 Plan, the citywide rezoning, and update of the land development regulations (LDRs).
SITE HISTORY:

As stated above, the subject portion of the property is estimated to be 3.77 acres or 164,451 square feet in size, and is currently vacant. The entire parcel is estimated to be 12.26 acres or 534,055 square feet and is occupied by the Bethel Community Baptist Church. The applicant has indicated that the subject portion of the property will be utilized in the future for a small commercial drive-through restaurant. While requests have been made in the past to rezone the entire parcel (12.26 acres), City staff have historically recommended against proposed commercial zoning beyond the northern line of the existing commercial zoning. This request is only for the portion of the parcel south of that line.

Development potential under the present CRS-1 zoning designation is as follows: 57 multifamily units, calculated at a base density of 15 units per acre; 82,226 square feet of non-residential space, based on a floor-area-ratio (FAR) of 0.5; or a mix of these uses.

Development under the requested CCS-1 zoning designation is as follows: 57 multifamily units, calculated at a base density of 15 units per acre; 90,448 square feet of non-residential space, based on a floor-area-ratio (FAR) of 0.55; or a mix of these uses.

STAFF ANALYSIS:

The primary issues associated with this private application are consistency and compatibility of the requested designation with the established land use and zoning patterns and level of service considerations.

CONSISTENCY AND COMPATIBILITY

The established character of the immediate area is commercial, with the subject portion of the property being surrounded on all sides by a mix of non-residential uses including a church to the north, drugstore to the west, bank to the east, and supermarket shopping plaza to the south. The requested CCS-1 zoning is consistent and a natural continuation of the zoning district designation to the west and squares with existing CCS-1 zoning located immediately across 54th Avenue South. Furthermore, it does not extend beyond the depth of existing CCS-1 zoning to the west and CRS-1 zoning to the east. Therefore, the requested designation is consistent with Policy LU3.6 which states that “land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.”

The requested CCS-1 zoning does not create any additional intrusion to the surrounding residential uses and is a natural continuation of the CCS-1 zoning to the west and south, which contains a mix of commercial uses including drugstores, banks, and supermarkets. There are no abutting residential uses. Therefore, the request also satisfies Policy LU3.17, which states “future expansion of commercial uses is encouraged when infilling into existing commercial areas.”
LEVEL OF SERVICE (LOS) IMPACT

The Level of Service (LOS) impact section of this report concludes that the proposed rezoning and FLUM will not alter the City’s population or the population density pattern or have a negative effect upon the adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

SPECIAL NOTE ON CONCURRENCE:

Level of Service impacts are addressed further in this report. Approval of this rezoning and FLUM request does not guarantee that the subject property will meet the requirements of Concurrency at the time development permits are requested. **Completion of this rezoning and FLUM amendment does not guarantee the right to develop on the subject property.** Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

SPECIAL CONDITIONS:

Approval of this rezoning and FLUM amendment is **contingent upon approval of modifications to the Special Exception (08-32000016),** including but not limited to review of site drainage, maintenance of impervious surface ratios, and traffic circulation.

RECOMMENDATION:

City staff recommends **APPROVAL** of the applicant’s request to amend the Official Zoning Map designation from CRS-1 (Corridor Residential Suburban-1) to CCS-1 (Corridor Commercial Suburban-1) and the FLU Map designation from I (Institutional) to PR-MU (Planned Redevelopment – Mixed Use), or other less intensive use, on the basis that the proposal is consistent with the goals, objectives and policies of the City’s Comprehensive Plan.

RELEVANT CONSIDERATIONS ON AMENDMENTS TO OFFICIAL ZONING MAP:

| a. | Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan. |
|    | The following policies and objectives from the Comprehensive Plan are applicable: |
|    | **LU3.5** The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan. |
LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

LU3.17 Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.

LU3.18 All retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets without impairing the efficiency of operation of these streets, and with proper facilities for pedestrian convenience and safety.

LU4(2) Commercial – the City shall provide opportunities for additional commercial development where appropriate.

LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

LU18: Commercial development along the City's major corridors shall be limited to infilling and redevelopment of existing commercially designated frontages.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

The proposed change will not alter population or the population density pattern and thereby impact residential dwelling units and/or public schools. While the zoning will change, both CRS-1 and CCS-1 have an underlying base density of 15 dwelling units per acre.

d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management.
The following analysis indicates that the proposed change will not have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. Should the requested rezoning for the subject property be approved, the City has sufficient capacity to meet all demands.

**WATER**

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City's and other member governments' water supply needs. The City's current potable water demand is 28.8 million gallons per day.

The City's adopted level of service (LOS) standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 80 gallons per capita per day. Therefore, there is excess water capacity to serve the amendment area.

**WASTEWATER**

The subject property is served by the Southwest Water Reclamation Facility, which presently has excess average day capacity estimated to be 0.22 million gallons per day (MGD). The estimate is based on a permitted capacity of 20 MGD and a calendar year 2016 daily average flow of 19.78 MGD. Therefore, there is excess average daily sanitary sewer capacity to serve the amendment area.

**SOLID WASTE**

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 930,750 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill is expected to remain in use for at least 86 years, based on current grading and disposal rate.

There is excess solid waste capacity to serve the amendment area.

**TRAFFIC**

Summary of traffic impact (p.m. peak hour trips):

City File: FLUM-50
Page 6
The vehicle trip generation rate under the existing I (Institutional) land use is approximately 37.25 p.m. peak hour trips, calculated as follows:

a. 104 avg. daily trips per acre of land x 3.77 acres = approximately 392.08 avg. daily trips
b. 392.08 average daily trips x 0.095 = approximately 37.25 p.m. peak hour trips

The vehicle trip generation rate under the proposed PR-MU (Planned Redevelopment Mixed Use) land use is approximately 155.08 p.m. peak hour trips, calculated as follows:

a. 433 avg. daily trips per acre of land x 3.77 acres = approximately 1632.41 avg. daily trips
b. 1632.41 average daily trips x 0.095 = approximately 155.08 p.m. peak hour trips

Under a typical analysis, this plan change from I to PR-MU would result in an estimated net increase of 117.83 p.m. peak hour trips.

Existing Conditions
The subject property has access to 54th Avenue South, which is classified as a City-maintained four-lane minor arterial, is presently operating at a level of service “B” between 31st Street South and Dr. Martin Luther King Junior Street South, according to the Forward Pinellas 2016 Level of Service Report. This level of service is based on the 2016 average annual traffic (AADT) volume of 16,527. The volume-capacity ratio for this four-lane divided facility is 0.490, so there is spare capacity to accommodate new trips.

The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state imposed transportation concurrency management requirements, the Pinellas County Metropolitan Planning Organization (MPO) authorized a multi-jurisdictional task force to develop a countywide approach to manage the transportation impacts associated with development or redevelopment projects through local site plan review processes. The task force created the Pinellas County Mobility Plan, which was adopted by the MPO in September 2013, and called for the renaming the Transportation Impact Fee Ordinance as the Multimodal Impact Fee Ordinance, which became effective on May 1, 2016. On March 3, 2016 the St. Petersburg City Council approved amendments to the Future Land Use, Transportation, Capital Improvements and Intergovernmental Coordination elements of the Comprehensive Plan in order to ensure consistency with the countywide approach to managing transportation impacts associated with development or redevelopment projects.

Policy T3.1 in the Transportation Element, which previously identified the LOS “D” standard for major roads in St. Petersburg, was revised to include policies that pertain to the implementation of the Pinellas County Mobility Management System. Transportation management plans, and in some cases traffic studies, are required for large development projects (51 new peak hour trips or more) that impact deficient roads, which are defined countywide as major roads operating at peak hour LOS “E” and “F” and/or volume-to-
capacity (v/c) ratio 0.9 or greater without a mitigating improvement scheduled for construction within three years. The proposed rezoning and FLUM amendment is not located on a deficient segment of road, so a transportation management plan or traffic study would not be required for a land development project on the subject property. However, it should be noted that the road segment adjacent, 54th Avenue South from 34th Street South to 31st Street South, is classified as a deficient segment of road.

MASS TRANSIT

The Citywide LOS for mass transit will not be affected. The PSTA has one route that provides local transit service to the subject site: Route 11 has a service frequency of one hour. The LOS standard for mass transit is headways less than one hour.

RECREATION

The City's adopted LOS for recreational acreage, which is 9 acres per 1,000 population, will not be impacted by this proposed rezoning. Under both the existing and proposed zoning, the LOS citywide will remain at 27.3 acres per 1,000 population.

STORM WATER MANAGEMENT

Sufficient capacity exists to accommodate the requested change.

e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.

The land area is both appropriate and adequate for the anticipated use of the subject property.

f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.

There are approximately 92.85 acres of vacant land in the City designated with CCS-1 zoning.

g. Whether the proposed change is consistent with the established land use pattern.

The proposed change will permit mixed-use development, which is consistent with the established land use pattern to the west, east and south of the subject area.

h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The existing CRS-1 zoning district boundary is not illogically drawn in relation to existing conditions.
i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.

Both the current zoning, CRS-1, and the proposed zoning, CCS-1, allow for mixed-use development opportunities (i.e., each allow for some residential, office and commercial uses).

j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.

According to the FEMA Flood Insurance Rate Map (FIRM), the subject area is not located within the 100-year flood plain.

k. Other pertinent information. None.
LEGAL DESCRIPTION (Area to be amended)

Real property in the City of St. Petersburg, County of Pinellas, State of Florida, described as follows:

Bethel Community Baptist Church Sub Block 1, Lot 3 less that portion lying north of Lot 4
APPLICATION

FUTURE LAND USE PLAN CHANGE
REZONING

NARRATIVE (PAGE 1 of 1)

PROPERTY INFORMATION:
Street Address: 2001 54th Ave. S.
Parcel ID or Tract Number: 02-32-16-08327-001-0030
Square Feet: 534,055
Acreage: 12.28
Proposed Legal Description:
TBD after rezoning.

Is there any existing contract for sale on the subject property: Yes
If so, list names of all parties to the contract: Stephen R. Gerlach, Inc.
Is contract conditional or absolute: Conditional

Are there any options to purchase on the subject property: Yes
If so, list the names of all parties to option: Stephen R. Gerlach, Inc.

REQUEST:
The applicant is of the opinion that this request would be an appropriate land use and or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:
The above referenced site currently has two future land use designations. The Northern part of the site is listed as NS-1 while the southern portion is CRS-1. The site currently sits adjacent to CCS-1 zoned lots to both the west and south. The purpose of this application is to request that the southern CRS-1 portion of the site be changed to a CCS-1 designation to support the construction of a small commercial drive thru restaurant at this location. Multiple mixed use commercial developments exist in this area along 54th Ave. S., therefore this type of development does not differ in type when compared to others in the same vicinity. No modification to the NS-1 portion of the site is requested.

UPDATED 08-23-2012
City File: FLUM-50
Page 15
PUBLIC COMMENTS

City staff have received two emails and two phone calls related to this item. While a couple residents were simply seeking clarifications, two were opposed to the land use change due to concerns about commercial intrusion and traffic congestion. Judy Ellis, President of Lakewood Estates Civic Association, has registered as an opponent.
ST. PETERSBURG CITY COUNCIL

Meeting of June 14, 2018

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

SUBJECT: City File: FLUM-51: A private application requesting amendments to the Future Land Use Map and Official Zoning Map designations for a 1.47-acre portion of property located at 5908 4th Street North and generally bounded on three sides by SW Madison Circle North (north), 4th Street North (east), SW Monroe Circle North (south), and Commonwealth Avenue North (west).

A map and detailed analysis of the request is attached.

REQUEST: (A) ORDINANCE _____-L amending the Future Land Use Map designation from RM (Residential Medium) to PR-MU (Planned Redevelopment-Mixed Use), or other less intensive use;

(B) ORDINANCE _____-Z amending the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multi-Family) to CCS-1 (Corridor Commercial Suburban), or other less intensive use;

(C) RESOLUTION _____ requesting amendment to the Countywide Plan Map, as described above, to comply with the requirements of Forward Pinellas and Countywide Planning Authority.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public and Neighborhood Input: The subject property is located within the boundaries of the Edgemoor Neighborhood Association ("Association"). The applicant first met the Association on July 18, 2017. An open house was more recently conducted by the applicant on April 12, 2018, and included public invitation through the Association. As of this writing, City staff received one (1) letter and one (1) telephone call of objection from two (2) neighbors.

Community Planning & Preservation Commission (CPPC): On May 8, 2018, the CPPC held a public hearing regarding these amendments, and unanimously voted 7 to 0 to recommend APPROVAL.

Recommended City Council Action:

1) CONDUCT the second reading and adoption public hearing of the attached proposed ordinances; and,

2) ADOPT the ordinances and transmittal resolution.

Attachments: Ordinances (2), Resolution (1), Draft CPPC Minutes and Staff Report.
ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR A PORTION OF PROPERTY GENERALLY BOUNDED ON THREE SIDES BY SW MADISON CIRCLE NORTH (NORTH), 4TH STREET NORTH (EAST), SW MONROE CIRCLE NORTH (SOUTH), AND COMMONWEALTH AVENUE NORTH (WEST), FROM NSM-1 (NEIGHBORHOOD SUBURBAN MULTI-FAMILY-1) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

**Property**

That portion of the following property currently zoned as NSM-1 (Neighborhood Suburban Multi-Family-1), as shown on “Attachment A”:

Lots 1 through 15 Inclusive, Block 25, NORTH ST. PETERSBURG SUBDIVISION, according to the plat thereof, as recorded in Plat Book 4, Page 64 of the Public records of Pinellas County, Florida, LESS AND EXCEPT, that part of Lots 1, 2, and 3 conveyed to the State of Florida by Deed recorded in O.R. Book 1774, Page 461, and LESS AND EXCEPT that part of Lots 4, 5, and 5 conveyed to the State of Florida by Deed recorded in O.R. Book 1774, Page 464, TOGETHER WITH those portions of vacated alleys lying within Block 25 described as follows: The North ½ of the alley lying South of Lots 12 through 15; the south 1/2 of alleys lying North of Lots 7 through 11; the West ½ of alley lying East of Lot 15, the East ½ of alley lying West of Lots 1 through 3; the West ½ of alley lying East of Lot 7; and the East ½ of alley lying West of Lots 4 through 6, all on the aforesaid plat.

**District**

From: NSM-1 (NEIGHBORHOOD SUBURBAN MULTI-FAMILY-1)

To: CCS-1 (CORRIDOR COMMERCIAL SUBURBAN-1)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.
SECTION 3. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan's Future Land Use Map becomes effective (Ordinance __-L).

APPROVED AS TO FORM AND SUBSTANCE: FLUM-51 (Zoning)

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

ASSISTANT CITY ATTORNEY
EXISTING ZONING

CITY FILE

From: NSM-1
(Neighborhood Suburban Multi Family - 1)

To: CCS-1
(Corridor Commercial Suburban - 1)

Scale: 1" = 140'

SUBJECT AREA
ORDINANCE NO. ___-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION FOR A PORTION OF PROPERTY GENERALLY BOUNDED ON THREE SIDES BY SW MADISON CIRCLE NORTH (NORTH), 4TH STREET NORTH (EAST), SW MONROE CIRCLE NORTH (SOUTH), AND COMMONWEALTH AVENUE NORTH (WEST), FROM RESIDENTIAL MEDIUM TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the proposed amendment to the Countywide Future Land Use Map which has been initiated by the City; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

That portion of the following property currently designated as RM (Residential Medium), comprised mostly of Lots 8 through 15 together with relevant portions of vacated alleys, and as shown on "Attachment A":

Lots 1 through 15 Inclusive, Block 25, NORTH ST. PETERSBURG SUBDIVISION, according to the plat thereof, as recorded in Plat Book 4, Page 64 of the Public records of Pinellas County, Florida, LESS AND EXCEPT, that part of Lots 1, 2, and 3 conveyed to the State of Florida by Deed recorded in O.R. Book 1774, Page 461, and LESS AND EXCEPT that part of Lots 4, 5, and 5 conveyed to the State of Florida by Deed recorded in O.R. Book 1774, Page 464, TOGETHER WITH those portions of vacated alleys lying within Block 25 described as follows: The North ½ of the alley lying South of Lots 12 through 15; the south 1/2 of alleys lying North of Lots 7 through 11; the West ½ of alley lying East of Lot 15, the East ½ of alley lying West of
Lots 1 through 3; the West ¼ of alley lying East of Lot 7; and the East ½ of alley lying West of Lots 4 through 6, all on the aforesaid plat.

Land Use Category

From: RM (Residential Medium)

To: PR-MU (Planned Redevelopment-Mixed Use)

SECTION 2. Adoption of this ordinance shall be subject to the following condition:

1. Amendment to the Future Land Use Map is subject to the recording of a covenant on the subject area restricting future development of residential dwelling units to the current development potential - a maximum 31 dwelling units comprised of 22 market rate units plus an additional nine (9) workforce housing units. The covenant shall only apply to the subject area and be flexible enough to include future legislative changes relating to the CHHA in state law and local policies adopted in St. Petersburg’s Comprehensive Plan and Countywide Plan Rules.

SECTION 3. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. 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 as set forth above.

APPROVED AS TO FORM AND SUBSTANCE:  FLUM-51

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT  5-17-18

ASSISTANT CITY ATTORNEY  5-23-18
From: RM
(Residential Medium)

To: PR-MU
(Planned Redevelopment Mixed-Use)
RESOLUTION NO. 2018-___

A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council has held the requisite public hearing in consideration of a request to amend the Local Government Comprehensive Plan; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg Comprehensive Plan amendment, and determined it to be consistent with the Countywide Future Land Use Plan and Rules.

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

That the City Council of St. Petersburg does hereby transmit the proposed amendment to the Local Government Comprehensive Plan to the Pinellas Planning Council (PPC) for a consistency review with the Countywide Future Land Use Plan and Rules.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE: City File FLUM-51

[Signature]
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT DATE 5/17/18

[Signature]
ASSISTANT CITY ATTORNEY DATE 5/17/18
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
May 8, 2018

QUASI-JUDICIAL PUBLIC HEARING

D. City File FLUM-51

Contact Person: Derek Kilborn, 893-7872

Location: The subject property, estimated to be 2.38 acres in size, is located at 5908 4th Street North.

Request: A private application to amend the Future Land Use Map designation from Residential Medium to Planned Redevelopment Mixed-Use and the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multi-Family-i) to CCS-1 (Corridor Commercial Suburban-i), or other less intensive use.

Staff Presentation

Derek Kilborn gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Marilyn Healy, Attorney and Kyle Hehenberger with ARC3 Architecture, both representing the client, LA Fitness, gave a presentation in support of the request. Informational packets were distributed to the Commissioners prior to the hearing.

Public Hearing

No speakers present.

Executive Session

Commissioner Rogo asked if it is a two-story parking structure. Mr. Hehenberger answered that it will be three stories with staggered floors.

Commissioner Wannemacher stated the proposed design is an improvement over what is there now; much nicer. She then asked if any of the parking spaces will be available for the public or adjacent businesses. Ms. Healey stated that they would be open to shared parking.

Commissioner Wannemacher asked about the architectural aesthetics of the parking garage. Mr. Hehenberger stated that their current intent is to have more of a panelized architecture around the perimeter to coordinate with the proposed building structure. He is aware of the City’s requirements for structured parking and how it relates to the adjacent proposed building design.
Commissioner Michaels commended the applicant and staff pertaining to the covenant that was established to maintain the current density on this site in the future as well as the sensitivity expressed regarding the neighbors and neighborhood association. He then asked staff about the wastewater LOS; a pending revision of the LOS standard for wastewater to address peak periods rather than average day capacity was talked about and asked for an update. Mr. Kilborn stated that he did not have a calendar update; they are following the lead of Public Works and where they are going with those improvements. This will be brought back to the CPPC with an update and following the update, those numbers will be reflected in future reports. At the present time, they are following the normal procedures based on the annual updates through the concurrency review.

Commissioner Wolf stated that it is an increase in the commercial corridor depth from 4th Street, but in this case, it is really not a change of what the existing use of the property is (a very active parking lot); structured parking is a very good way to address the parking issues and does not see this as an additional intrusion.

**MOTION:** Commissioner Reese moved and Commissioner Wolf seconded a motion to approve the amendment to the Future Land Use Map designation from Residential Medium to Planned Redevelopment Mixed-Use and the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multi-Family-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use, for the subject property located at 5908 4th Street North in accordance with the staff report.

**VOTE:**

YES – Burke, Michaels, Reese, Rogo, Wolf, Wannemacher, Carter

NO – None

Motion passed by a vote of 7 to 0.
According to Planning & Economic Development Department records, no Community Planning & Preservation Commission member resides or owns property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

City File: FLUM-51

This is a private application requesting the following:

Amend the Future Land Use Map:

- From RM (Residential Medium) to PR-MU (Planned Redevelopment-Mixed Use), or other less intensive use

Amend the Official Zoning Map:

- From NSM-1 (Neighborhood Suburban Multi-Family) to CCS-1 (Corridor Commercial Suburban), or other less intensive use

The subject property includes an existing fitness club with surface parking. The applicant is proposing to replace the existing fitness club with an updated fitness club and structured parking. Structured parking is not an allowable use on the portion of the subject property zoned NSM-1 (Neighborhood Suburban Multi-Family).

CONTENTS

Applicant Information ........................................................................................................ Page 2
Site Description .................................................................................................................. Page 2
Zoning History .................................................................................................................... Page 3
Staff Analysis ...................................................................................................................... Page 7
Relevant Considerations ..................................................................................................... Page 12
Attachments .......................................................................................................................
**APPLICANT INFORMATION**

**APPLICANT/OWNER:** Diane Maiolo, Diane Marie Fishing, Inc.
1860 Tanglewood Drive NE
St Petersburg Florida 33702

**OTHER:**
LA Fitness
3161 Michelson Dr., Ste. 600
Irvine, CA 92612

**AGENT:** Kyle Hehenberger, AIA, LEED AP BD+C
ARC3 Architecture
6699 13th Avenue N., Suite 4A
St. Petersburg, Florida 33710

**SITE DESCRIPTION**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>5908 4th Street North</td>
</tr>
<tr>
<td>Parcel ID Number</td>
<td>(Portion of parcel) 31-30-17-61146-025-0010</td>
</tr>
<tr>
<td>General Description</td>
<td>The subject area is bounded on three sides by SW Madison Circle North (north), 4th Street North (east), SW Monroe Circle North (south), and Commonwealth Avenue North (west), and existing CCS-1 zoning to the east.</td>
</tr>
<tr>
<td>Acreage</td>
<td>Approximately 1.47 acres</td>
</tr>
<tr>
<td>Zoning</td>
<td>NSM-1 (Neighborhood Suburban Multi-Family)</td>
</tr>
<tr>
<td>Future Land Use</td>
<td>RM (Residential Medium)</td>
</tr>
<tr>
<td>Countywide Plan Map</td>
<td>RM (Residential Medium)</td>
</tr>
<tr>
<td>Existing Use</td>
<td>The subject area is currently developed as surface parking for the LA Fitness club building located to the east. The existing building, although part of the same parcel, is currently zoned CCS-1 and is therefore, not part of the current map amendment application.</td>
</tr>
<tr>
<td>Surrounding Uses</td>
<td>The subject area has multi-family residential to the north, single-family residential to the west and south. An existing fitness club is to the east.</td>
</tr>
<tr>
<td>Neighborhood Assoc.</td>
<td>Edgemoor Neighborhood Association</td>
</tr>
<tr>
<td></td>
<td>Richard Kirby, President</td>
</tr>
<tr>
<td></td>
<td>No Neighborhood Plan</td>
</tr>
</tbody>
</table>

**ZONING HISTORY**

The NSM-1 (Neighborhood Suburban Multi-Family) zoning designation has been in place since September 2007, following the implementation of the City’s Vision 2020 Plan, the City-wide rezoning and update of the Land Development Regulations (LDRs). Prior to 2007, the subject area was designated RM 12/15 (Residential, Multi-Family).
Development Potential

The subject area measures approximately 1.47 acres, or 63,886 sq. ft. in size:

- **Current Zoning.** Providing all other district regulations are met, the development potential for the subject area shall not exceed a multi-family density of 22 market rate units plus an additional nine (9) workforce housing units, subject to a workforce housing agreement. Non-residential development shall not exceed a floor area ratio of 0.50 or approximately 31,943 square feet.

- **Proposed Zoning.** Subject to a development restriction against increasing allowable density within the Coastal High Hazard Area ("CHHA") described later in this report and providing all other district regulations are met, the development potential of the subject area shall not exceed a floor area ratio of 0.55 or approximately 35,137 square feet.

**STAFF ANALYSIS**

The primary issues associated with this private application are consistency and compatibility of the requested designations with the established land use and zoning patterns and provision of adequate public services and facilities.

**Background**

The subject property was last developed in 2001, following approval by the City of St. Petersburg’s Development Review Commission (then known as the Environmental Development Commission). On April 4, 2001, the DRC approved a special exception and related site plan (Case No. SE-01-012) for the development of a new fitness center with ground floor and off-street parking, parking within a residential zoning category, and four (4) variances to the front yard building setback, greenyard, maximum floor area ratio, and restricted parking hours for that portion of the parking lot zoned RM 12/15.

**Depth of Commercial Zoning**

The existing CCS-1 zoned portion of the larger parcel measures approximately 110 linear feet in depth from 4th Street North at the northeast corner and increases to approximately 185 linear feet in depth from 4th Street North at the southeast corner. This is less than the 200 linear feet commonly applied to commercial considerations along the 4th Street North corridor. If approved, the depth of commercial zoning will increase to approximately 325 and 425 feet respectively.

While this would normally raise concern about compatibility with adjacent single-family residences, City staff believes this particular request is mitigated by several factors. First, the subject property is completely bounded by public rights-of-way and does not adjoin any single-family properties in the surrounding neighborhood. Second, multi-family residences are developed across the entire northern boundary (across SW Madison Avenue North) to a depth of more than 500 linear feet from 4th Street North. Third, single-family residences located to the west (across Commonwealth Avenue North) are oriented in a north-south configuration meaning their side yard faces the subject area and not their front yard. Finally, SW Madison Circle North (north) and SW Monroe Circle North (south) provide multiple routes back to 4th Street North, further mitigating possible vehicle congestion.
Coastal High Hazard Area

The subject area is located within the Coastal High Hazard Area ("CHHA"). See attachment. In an effort to reduce losses of life and property caused by natural disasters, the State of Florida requires local governments to designate a CHHA in which public expenditures and population growth are limited (Section 163.3178, Florida Statutes). The Coastal High Hazard Area is defined as "the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model." Areas included in the CHHA are governed both by state law and local policies adopted to administer those provisions in St. Petersburg’s Comprehensive Plan and Countywide Plan Rules.

While the CHHA has existed since 1985, the definition and applicable standards have changed a number of times with the most recent changes taking place in 2006, 2010, and 2016. During this time, the City adopted two (2) policies to address the CHHA in 2008. Land Use Policy LU7.1 states that "Requests for residential density increases within the Coastal High Hazard Zone shall not be approved," and Coastal Management Objective CM10.B states that "The City shall direct population concentrations away from known or predicted coastal high hazard areas consistent with the goals, objectives and policies of the Future Land Use Element". These two (2) policies clearly restrict and prohibit increases in density in the CHHA (and are quite different from the permissible language that exists at both the state and county levels.)

Determination of whether an increase in density is being requested is measured using the maximum development potential of the existing and proposed Future Land Use Map categories. In this instance, the existing Future Land Use Map category RM permits up to 15 units per acre; the proposed Future Land Use Map category PR-MU permits up to 24 units per acre – an increase of nine (9) units per acre. Since Land Use Policy LU7.1 prohibits approving requests for residential density increases, the applicant is proposing to file a covenant on the land restricting future residential development to the maximum number permitted under existing standards.

The current development potential permits a maximum 31 dwelling units comprised of 22 market rate units plus an additional nine (9) workforce housing units. The covenant shall only apply to the subject area and be flexible enough to include future legislative changes relating to the CHHA in state law and local policies adopted in St. Petersburg’s Comprehensive Plan and Countywide Plan Rules. The covenant will protect against future changes to the subject area if redevelopment does not occur as intended by the applicant.

Furthermore, the applicant’s proposal to redevelop the subject area with an updated fitness club and structured parking, lacks any residential units thereby supporting Coastal Management Objective CM10.B requiring that the City direct population concentrations away from within the CHHA.

Consistency and Compatibility

City staff has concluded that this request to amend the Official Zoning Map from NSM-1 (Neighborhood Suburban Multi-Family) to CCS-1 (Corridor Commercial Suburban), or other less intensive use, and Future Land Use Map from RM (Residential Medium) to PR-MU (Planned Redevelopment-Mixed Use), or other less intensive use, is consistent with the City’s Comprehensive Plan.
The requested designations are also consistent with:

- **Policy LU3.4** of the Comprehensive Plan, which states that the Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators. The requested PR-MU plan designation and CCS-1 zoning category are consistent with existing designations on the subject parcel and adjoining properties to the east. As described earlier under the section relating to commercial intrusion, public rights-of-way provide physical separation between the commercial categories and single family properties.

- **Policy LU3.6** which states that land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated. The established character of the surrounding area is mixed. The subject area has been used as a surface parking lot since 2001. Other surrounding uses include a fitness club, multi-family and single-family developments.

- **Policy LU 3.7** which states that land use planning decisions shall include a review to determine whether the existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions. Given the physical separation provided by the surrounding roadways, City staff believes the proposal is logically drawn related to existing and expected future conditions.

**LEVEL OF SERVICE (LOS) IMPACT**

The Level of Service (LOS) impact section of this report concludes that the proposed rezoning will not alter the City’s population or the population density pattern or have a negative effect upon the adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

**SPECIAL NOTE ON CONCURRENCY**

Level of Service impacts are addressed further in this report. Approval of the requested Plan change and rezoning does not guarantee that the subject property will meet the requirements of concurrency at the time development permits are requested. Upon application for site plan review or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

**PUBLIC COMMENTS**

As of this writing, City staff received one letter of objection from Austin and Kelsey Lillard, Property Owners, 135 SW Monroe Circle North.

**RECOMMENDATION**

Staff recommends APPROVAL on the basis that the request is consistent with the goals, objectives, and policies of the City's Comprehensive Plan, subject to the following condition(s):
Amend the Future Land Use Map:
• From RM (Residential Medium) to PR-MU (Planned Redevelopment-Mixed Use), or other less intensive use

Amend the Official Zoning Map:
• From NSM-1 (Neighborhood Suburban Multi-Family) to CCS-1 (Corridor Commercial Suburban), or other less intensive use

Conditions of Approval

1. Amendments to the Official Zoning Map and Future Land Use Map are subject to the recording of a covenant on the subject area restricting future development of residential dwelling units to the current development potential - a maximum 31 dwelling units comprised of 22 market rate units plus an additional nine (9) workforce housing units. The covenant shall only apply to the subject area and be flexible enough to include future legislative changes relating to the CHHA in state law and local policies adopted in St. Petersburg’s Comprehensive Plan and Countywide Plan Rules.
RELEVANT CONSIDERATIONS ON AMENDMENTS TO OFFICIAL ZONING MAP

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

The following objectives and policies from the Land Use Element and Transportation Element are applicable:

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

LU2.4 The City may permit an increase in land use intensity or density outside of activity centers where available infrastructure exists and surrounding uses are compatible.

LU2.5 The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.

LU3.1.F.2 Planned Redevelopment Mixed Use (MU) – Allowing mixed use retail, office, service, and medium density residential uses ... research/development, commercial recreation, and light manufacturing/assembly (Class A)…”

LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

LU3.6 Land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.

LU3.7 Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

LU 3.17 Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.

LU7.1 Requests for residential density increases within the Coastal High Hazard Zone shall not be approved.

LU18.1 Requests to amend the Land Use Plan and Land Development Regulations to permit retail/office development in the North Sector on corridors other than 4th Street North should be recommended for denial by Staff, except at appropriate intersections of major streets or in designated mixed use settings.
CM10.B The City shall direct population concentrations away from known or predicted coastal high hazard areas consistent with the goals, objectives, and policies of the Future Land Use Element.

R3.1 Encourage the private sector to continue to provide recreational and cultural facilities and programs.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

There are no environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units.

This subject area will have no impact on the population or population density pattern of the immediate area. Any possible increase in the number of residential units will be negated by a covenant on the land.

d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management.

The following analysis indicates that the proposed change will not have a significant impact on the City’s adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. Should the requested land use change and rezoning for the subject 1.47 acres be approved, the City has sufficient capacity to serve the subject property.

WATER

Under the existing inter-local agreement with Tampa Bay Water (TBW), the region’s local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City’s and other member government’s water supply needs. The City’s current potable water demand is 28.8 million gallons per day (mgd).

The City’s adopted LOS standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 80 gallons per capita per day. Therefore, there is excess water capacity to serve the amendment area.

WASTEWATER

The subject property is served by the Northeast Water Reclamation Facility, which presently has excess average day capacity estimated to be 7.13 million gallons per day (MGD). The estimate is based on a permit capacity of 16 MGD and a calendar year 2016 daily average flow of 8.87 MGD. Therefore, there is excess average daily sanitary sewer capacity to serve the amendment area.
SOLID WASTE

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 930,750 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on current grading and disposal plans. Thus, there is excess solid waste capacity to serve the amendment area.

TRAFFIC

Summary of traffic impact (p.m. peak hour trips):

The vehicle trip generation rate under the existing RM (Residential Medium) land use is approximately 13.4 p.m. peak hour trips, calculated as follows:

1. 96 avg. daily trips per acre of land x 1.47 acres = approximately 141.12 avg. daily trips
2. 141.12 average daily trips x 0.095 = approximately 13.41 p.m. peak hour trips

The vehicle trip generation rate under the proposed PR-MU (Planned Redevelopment Mixed Use) land use is approximately 60.47 p.m. peak hour trips, calculated as follows:

1. 433 avg. daily trips per acre of land x 1.47 acres = approximately 636.51 avg. daily trips
2. 636.51 average daily trips x 0.095 = approximately 60.47 p.m. peak hour trips

Under a typical analysis, this plan change from RM to PR-MU would result in an estimated net increase of 47 p.m. peak hour trips. In this instance however, it should be noted that the p.m. peak hour trips are likely exaggerated here as the fitness club already exists on the subject property and the redevelopment proposal will simply rebuild the fitness club with structured parking. The intense, development normally considered within the mixed-use PR-MU category is not proposed by the applicant.

Existing Conditions

The subject property has access to 4th Street North, which is a four-lane, minor arterial that is maintained by the Florida Department of Transportation. Based on the Forward Pinellas 2016 Level of Service Report, the level of service (LOS) for 4th Street North from 38th Avenue North to 62nd Avenue North is “C”. This level of service is based on the 2016 average annual traffic (AADT) volume of 39,169. The volume-capacity ratio for this four-lane divided facility is 0.696, so there is spare capacity to accommodate new trips.
The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state imposed transportation concurrency management requirements, the Pinellas County Metropolitan Planning Organization (MPO) authorized a multi-jurisdictional task force to develop a countywide approach to manage the transportation impacts associated with development or redevelopment projects through local site plan review processes. The task force created the Pinellas County Mobility Plan, which was adopted by the MPO in September 2013, and called for the renaming the Transportation Impact Fee Ordinance as the Multimodal Impact Fee Ordinance, which became effective on May 1, 2016. On March 3, 2016 the St. Petersburg City Council approved amendments to the Future Land Use, Transportation, Capital Improvements and Intergovernmental Coordination elements of the Comprehensive Plan in order to ensure consistency with the countywide approach to managing transportation impacts associated with development or redevelopment projects.

Policy T3.1 in the Transportation Element, which previously identified the LOS “D” standard for major roads in St. Petersburg, was revised to include policies that pertain to the implementation of the Pinellas County Mobility Management System. Transportation management plans, and in some cases traffic studies, are required for large development projects (51 new peak hour trips or more) that impact deficient roads, which are defined countywide as major roads operating at peak hour LOS “E” and “F” and/or volume-to-capacity (v/c) ratio 0.9 or greater without a mitigating improvement scheduled for construction within three years. The proposed rezoning is not located on a deficient road, so a transportation management plan or traffic study would not be required for a land development project on the subject property.

MASS TRANSIT

The Citywide LOS for mass transit will not be affected. PSTA’s Route 4 provides service along 4th Street North, with service frequencies of 15 minutes.

RECREATION

The City's adopted LOS for recreation and open space is 9 acres per 1,000 population, the actual LOS City-wide is estimated to be 21.9 acres per 1,000 population. If approved, there will be no noticeable impact on the adopted LOS standard for recreation and open space.

STORMWATER MANAGEMENT

Prior to development of the subject property, site plan approval will be required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD stormwater management criteria.

e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.

Upon application for site plan review or development permits, a full review will be conducted through the City’s Engineering Department, Development Review Services Division, and Construction Services and Permitting Division to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.
f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.

The subject area is an existing surface parking lot providing required parking spaces for an existing fitness club. Redevelopment of the subject area to accommodate an improved fitness club with structured parking is appropriate.

g. Whether the proposed change is consistent with the established land use pattern.

The proposed CCS-1 and PR-MU categories are contiguous with the same existing categories to the east. Consistency is further outlined in the report section titled “Depth of Commercial Zoning” on page 3.

h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change. Since the City Code allows surface parking on property zoned NSM-I and this was previously authorized by Special Exception Case No. SE-01-012, the existing site is functional and the boundaries are logically drawn.

i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.

The applicant maintains that this change will allow significant improvements to the existing fitness club, including complete redevelopment of the facility, and the addition of child care, indoor pool, additional equipment and personal training space. The map amendments are required in order to construct structured parking, an essential component of the overall redevelopment plan.

j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.

According to the FEMA Flood Insurance Rate Map (FIRM), the subject property is located in the 100-year flood plain. Specifically, the property is located in Special Flood Hazard Area AE, Flood Zone 9-feet, which requires that the top of the lowest habitable floor be at or above 9- feet NAVD (North American Vertical Datum). The subject property is also located within the CHHA (Coastal High Hazard Area) and Hurricane Evacuation Level “B.” Additional narrative is provided in the section titled “Coastal High Hazard Area.”

k. Other pertinent facts. None.
EXISTING ZONING

CITY FILE

FLUM-51

From: NSM-1
(Neighborhood Suburban
Multi Family - 1)

To: CCS-1
(Corridor Commercial
Suburban - 1)

SCALE: 1" = 140'

SUBJECT AREA
From: RM (Residential Medium) To: PR-MU (Planned Redevelopment Mixed-Use)

CITY FILE

FUTURE LAND USE

FLUM-51

SCALE: 1" = 140'

SUBJECT AREA
I am writing you in regards to the LA Fitness project on 4th street, city file FLUM-51. We received a notice for the public hearing taking place tomorrow.

First, let me state that we are not impressed with how LA Fitness has handled this situation. We were informed by a neighbor in a brief conversation that LA Fitness held a neighborhood meeting to discuss these changes. From my understanding, this meeting had only a few people from the neighborhood in attendance because no one knew about it. LA Fitness did not express this to many living in the area who would be directly affected by this project. After learning of the meeting, I contacted the gym and was met with a negative attitude and told to that if I wanted to know more I would need to come in Monday through Friday between 9 and 5. I have spoken with the architect for the project and has made some great suggestions, but we would like to see those suggestions turned into reality within this project.

I have outlined our biggest concerns here:

1. Increase in traffic: At the end of the day, this is a neighborhood with families and children, and we already have cars cutting through the neighborhood, speeding, and running stop signs. This traffic would only increase with the LA Fitness project. If you drive through the neighborhood, you can see signs that read "Drive like your kids live here." It has become apparent to me that many of the LA Fitness patrons do not realize that this is a family neighborhood, and LA Fitness can do nothing to stop this. Their customers sit in the parking lot blaring music all hours of the night. This would only be amplified with a parking garage. Would it be possible to have a left turn only on the side facing Monroe Circle and a right turn only on the side facing Madison Circle? While it would not completely stop people from cutting through the neighborhood, I believe it could ease the situation.

2. Privacy: We own a house directly behind the LA Fitness. With this parking garage project, we stand to lose privacy in our own home and yard. Individuals in the parking garage would be able to see directly into our yard, even with a 6 foot privacy fence. While some would say that the current code allows for construction of up to 4 stories, something like an apartment complex is different from a parking garage where. This is a huge concern for us, as we are not the only people affected by this; our children would be too. Will the side of the parking garage facing Commonwealth Avenue be open or solid? I spoke with the architect, and he mentioned doing some type of screening to ensure our privacy. This should be discussed, as it is a serious concern for us.

3. Safety: LA Fitness does not maintain their property as is, and with the addition of a parking garage, this would only get worse. We witnessed first-hand, three months of no landscaping. There was lumber, beer bottles, a Save-A-Lot grocery cart, and other items piling up in the grass area behind the gym. What is LA Fitness going to do to ensure security on the premises and within the parking garage?

4. Property Value: We believe that our property value would decrease with the construction of this garage, as no one wants to purchase a home with a parking garage looking down into it.

We thank you for your time.

Best,
Kelsey & Austin Lillard
All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg’s Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

APPLICATION

Date of Submittal: 03/23/2018
Street Address: 5908 4th Street North
Parcel ID or Tract Number: 313017611460250010
Zoning Classification: Present: CCS-1 / NSM-1 Proposed: CCS-1
Future Land Use Plan Category: Present: PR-MU / RM Proposed: PR-MU

NAME of APPLICANT (Property Owner): Diane Maiolo, Diane Marie Fishing, Inc.
Street Address: 1860 Tanglewood Drive NE
City, State, Zip: St. Petersburg, FL 33702
Telephone No: (727) 522-6183
Email Address: samdia@cs.com

NAME of any others PERSONS (Having ownership interest in property):
Specify Interest Held: Lease Holder
Is such Interest Contingent or Absolute: Absolute
Street Address: 3161 Michelson Drive Suite 600
City, State, Zip: Irvine, CA 92612
Telephone No: 949-244-3715
Email Address: annaz@fitnessintl.com

NAME of AGENT OR REPRESENTATIVE: ARC3 Architecture
Street Address: 6699 13th Avenue North, Suite 4A
City, State, Zip: St. Petersburg, Florida, 33710
Telephone No: (727) 381-5220
Email Address: steve@arc-3.com, kyle@arc-3.com

AUTHORIZATION

Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map $2,400.00
Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map $2,000.00
Rezoning only $2,000.00

Cash or credit card or check made payable to the "City of St. Petersburg"

The UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with the application. Further, this application must be complete and accurate, before the public hearings can be advertised, with attached justification form completed and filed as part of this application.

Signature: ____________________________ Date: 3-20-18

Must be signed by title holder(s), or by an authorized agent with letter attached.

UPDATED 08-23-2012
PROPERTY INFORMATION:
Street Address: 5908 4th Street North
Parcel ID or Tract Number: 31-30-17-61146-025-0010
Square Feet: 103.679
Acreage: 2.38
Proposed Legal Description:
See attached for narrative.

Is there any existing contract for sale on the subject property: No
If so, list names of all parties to the contract: -
Is contract conditional or absolute: -

Are there any options to purchase on the subject property: No
If so, list the names of all parties to option: -

REQUEST:
The applicant is of the opinion that this request would be an appropriate land use and/or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

See attached for narrative.
Narrative for the Future Land Use Plan Change
Rezoning Application for Parcel 31-30-17-61146-025-0010

PROPOSED LEGAL DESCRIPTION:

Lots 1 through 15 inclusive, Block 25, NORTH ST. PETERSBURG SUBDIVISION, according to the plat thereof, as recorded in Plat Book 4, Page 64 of the Public Records of Pinellas County, Florida, LESS AND EXCEPT that part of Lots 1, 2 and 3 conveyed to the State of Florida by Deed recorded in O.R. Book 1774, Page 461, and LESS AND EXCEPT that part of Lots 4, 5 and 6 conveyed to the State of Florida by Deed recorded in O.R. Book 1774, Page 464, TOGETHER WITH those portions of vacated alleys lying within Block 25 described as follows: The North 1/2 of alley lying South of Lots 12 through 15; the South 1/2 of alley lying North of Lots 7 through 11; the West 1/2 of alley lying East of Lot 15; the East 1/2 of alley lying West of Lots 1 through 3; the West 1/2 of alley lying East of Lot 7; and the East 1/2 of alley lying West of Lots 4 through 6, all on the aforesaid plat.

REQUEST:

The LA Fitness site located at 5908 4th Street North currently includes a 28,000 sf fitness club with surface parking for 168 vehicles (4.9 spaces/1000 sf). The existing fitness club is elevated to allow parking below the building maximizing surface parking on the site. We would like to replace the existing club from the ground up with a new 37,000 sf, single story fitness club, along with a 296 space parking structure (8 spaces/1000 sf).

The property is currently zoned partially CCS-1 and NSM-1. This proposal will modify the portion of the site currently zoned NSM-1 to CCS-1, so the entire site will be zoned CCS-1. A fitness club is a permitted use in the CCS-1, not the NSM-1, and there is not sufficient room to expand on the current CCS-1 portion of the site. Structured parking is also only permitted on the CCS-1 portion of the site.

Expanding the club will allow LA Fitness to provide additional updated amenities enjoyed by their patrons, such as child care, indoor lap pool, additional equipment and personal training space. The improvements will allow the building to be constructed at grade to engage the street and pedestrian, in a way not possible with the currently elevated structure. The architecture of the existing building in no way relates to the existing context and leaves much to be desired aesthetically. This redevelopment of the club will allow a design appropriate in scale and style for the neighborhood.

The planned parking structure will provide significantly better parking capacity. The parking structure is planned to include 296 spaces (8 spaces/1000 sf) to provide sufficient parking for the club during peak periods of use. LA Fitness does not want to disrupt the residential nature of their neighbors and is striving to do everything possible to prevent any parking from spilling onto neighboring streets. The architecture of the new club will be integral in the design of the parking structure and designed to provide an appropriate scale, given the context of the site. We plan to use landscaping as a buffer for the structured parking as well.
SAINT PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of June 14, 2018

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

Subject: Accepting a proposal for automated HVAC temperature control and security systems upgrades and for automated HVAC building control system maintenance services from Honeywell International Inc., a sole source supplier, for the Real Estate & Property Management Department and the Library, for a total cost of $931,798; Rescinding unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $12,898.75 from the General Library Improvements FY17 Project (15665) and $71,426.62 from General Library Improvements FY18 Project (16160); Approving a transfer in the amount of $84,325.37 from the unappropriated balance of the Recreation & Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the City Facilities Capital Improvement Fund (3031); Approving a supplemental appropriation in the amount of $84,325.37 from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the above transfer to the South Community Library HVAC Chiller Project (Engineering/CID Project No. 17214-019; Oracle No. 15673), and providing an effective date.

Explanation: On December 8, 2016, a cross-functional team selected Honeywell International Inc. ("Honeywell") for a three-year maintenance contract for the automated HVAC building control system and to provide the standard for all building management systems for future citywide automation integration.

On April 6, 2017, City Council approved an award of a three-year contract to Honeywell International Inc. to provide maintenance to the existing automated HVAC building control systems in City Hall and the Municipal Services Center for a total three-year contract amount not to exceed of $123,000.

Honeywell will provide turnkey project services to design and install the key components to upgrade the HVAC building control systems at City Hall, MSC and the South Community Library. They will also provide turnkey project services to upgrade the security systems at MSC, City Hall and the City Hall Annex. Work will include all parts, materials, software, labor and training of City personnel. Also included are electrical schematics and layout of a private network that Honeywell will install following the new servers, controls, panels, software, relays, switches, panel doors and all parts as defined in the scope of work. This private network infrastructure will also support the replacement of other building management legacy systems and those replacements will be awarded under separate bids.

The existing HVAC building control systems at City Hall (175 5th St N), Municipal Services Center (One 4th St N) and South Community Library (2300 Roy Hanna Drive) are approximately 20 years old, and have exceeded the normal 8-to 10-year life expectancy. The current systems are obsolete, making maintenance and repair increasingly difficult and complex. In addition, the system software is unsupported and many parts are no longer available from the manufacturer. The temperature control system at Municipal Services Center, City Hall and South Community Library currently regulates the temperature and outdoor air requirements per code, using a network of microprocessor-based panels connected to chillers, boilers and air handling units. It also provides information to the Facility Teams about the performance of these devices, as well as the ability to optimize energy use through automated schedulers for when the buildings are unoccupied.

The security systems at City Hall, Municipal Services Center and City Hall Annex (440 2nd Ave N) are more than 20 years old and are in the same condition. The panels and components on these systems are failing on a regular basis, causing false alarms and requiring constant repair. These security systems are an extremely important aid for the teams that are responsible for security and access. The system controls the entrances, exits and loading zones in each building. It monitors through intrusion sensors and camera movement within and around the buildings at all times of the day. The security systems are monitored by a call center after-hours that contacts the police when any of these devices are triggered to a trouble state. It is a critical tool for those supporting security to keep City employees and building visitors safe at all times by proactively identifying and reacting to potential issues.

Continued on Page 2
The majority of the funding for the proposal has been previously appropriated but the additional $84,324.37 is needed for the Honeywell proposal ($57,654.05) and additional Engineering and Capital Improvement project management costs ($26,671.32) related to the South Community Library HVAC Chiller Project.

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

Honeywell International Inc. ......................................................... $931,798

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall &amp; MSC HVAC System Upgrade</td>
<td>$286,756.88</td>
</tr>
<tr>
<td>South Community Library, HVAC System Upgrade</td>
<td>$57,654.05</td>
</tr>
<tr>
<td>City Hall Annex, City Hall &amp; MSC Security System Upgrade</td>
<td>$465,148.65</td>
</tr>
<tr>
<td>3-year contract for HVAC System Service</td>
<td>$122,238.00</td>
</tr>
</tbody>
</table>

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

**Cost/Funding/Assessment Information:** For the security in City Hall, Municipal Services Center and City Hall Annex, funds have been previously appropriated in the General Capital Improvement Fund (3001), M.O.B. Repairs & Improvements FY18 Project (16153). For HVAC building control in City Hall and the Municipal Services Center, funds have been previously appropriated in the General Capital Improvement Fund (3001), Municipal Office Buildings & Improvements Project (14607). For the HVAC building control in the South Community Library, funds will be available after the approval of rescissions of unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $12,898.75 from the General Library Improvements FY17 Project (15665) and $71,426.62 from General Library Improvements FY18 Project (16160); a transfer in the amount of $84,325.37 from the unappropriated balance of the Recreation & Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the City Facilities Capital Improvement Fund (3031); and a supplemental appropriation in the amount of $84,325.37 from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from the above transfer, to the South Community Library HVAC Chiller Project (Engineering/CID Project No. 17214-019; Oracle No. 15673). For the three-year contract for HVAC System Service, funds have been previously appropriated in the Municipal Offices Building Fund (5005), City Hall (3602613 and Municipal Services Center (3602617).

**Attachments:** Sole Source (3 pages)

**Approvals:**

Menuella

[Signature]

Administrative

[Signature]

Budget
City of St. Petersburg
Sole Source Request
Procurement & Supply Management

<table>
<thead>
<tr>
<th>Department: Engineering &amp; Capital Improvements</th>
<th>Requisition No.</th>
</tr>
</thead>
</table>

Check One: X Sole Source  __ Proprietary Specifications

Proposed Vendor: Honeywell International, Inc.

Estimated Total Cost: $931,797.58

Description of Items (or Services) to be purchased:

Honeywell will provide all the labor, supervision, transportation, travel time and expenses, equipment, tools, diagnostic services and software to install and keep the Honeywell Enterprise Buildings Integrator (EBI) R500 system and connecting components, Honeywell Building Manager, Honeywell Security Manager, Honeywell Digital Video Manager, and Honeywell Life Safety Manager, in proper and continuous operation. This includes all replacement equipment, parts, material and supplies (Product), to include but not limited to, servers, network components, supervisory server software, workstations, controllers, instrumentation, end-devices connected to the EBI system and integration solutions.

At Municipal Services Center (MSC) at One 4th Street North, St. Petersburg, and City Hall at 175 5th Street North, St. Petersburg, both the temperature controls and security systems will be upgraded. The temperature controls will be maintained and serviced for 3-years.

At the City Hall Annex, 440 2nd Avenue North St. Petersburg, FL, just the security system will be upgraded.

At the South Community Library at 3200 Roy Hanna Drive just the temperature controls system will be upgraded.
Purpose of Function of items:

The temperature control system at MSC, City Hall and South Community Library currently regulates the temperature and outdoor air requirements per code using a network of microprocessor based panels connected to chillers, boilers and air handling units. It also provides information to the Facility Teams about performance of these devices as well as the ability to optimize energy use through automated schedulers for when the buildings are unoccupied.

The security system at MSC, City Hall and City Hall Annex is extremely important visual aid for the teams that are responsible for security and access. The system controls entrance, exits and loading zones in each building. It monitors through intrusion sensors and cameras movement within and around the buildings at all times of the day. The security systems are monitored by a call center after-hours that contacts the police when any of these devices are triggered to a trouble state. It is a critical tool for those supporting security to keep the City employees and building visitors safe at all times by proactively identifying and reacting to potential issues.

Justification for Sole Source of Proprietary specification:

On April 6th, 2017, Council approved a resolution for Honeywell International, Inc to service the existing automated heating, ventilation and air conditioning building control system at MSC and City Hall. This resolution also supports the standardization of control systems to facilitate City-wide integration with the City's legacy systems. This request supports the first stage of City-wide integration by installing a new EBI R500 server that will communicate to legacy temperature control equipment as well as new temperature control and security equipment that will be installed under this new Agreement. It is necessary to start to upgrade the legacy temperature control and security equipment because it is obsolete, whereas parts and service are not available, which puts our buildings, the occupants and visitors at risk. This integration project will not only upgrade obsolete equipment in the MSC, City Hall, Annex and South Community Library buildings but also provide a new level automation between the systems that the City has never had before. Using programming at the EBI R500 server level, security sensors can be used to activate specialized camera tracking and alarm notifications of such an event can be immediately sent to cell phones and email to allow for immediate response. These are just a couple of examples of the power of integration that will come from this system.
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.

Michael Prayman, P.E, ENV SP, Director
Engineering & Capital Improvements

Claude Tankersley, Administrator
Public Works

Louis Moore, Director
Procurement & Supply Management

Date

5/18/2018

Date

05/23/18

Date

5/23/18
RESOLUTION NO. 2018—____

A RESOLUTION DECLARING HONEYWELL INTERNATIONAL INC. ("HONEYWELL") AS THE SOLE SOURCE SUPPLIER OF AUTOMATED HVAC TEMPERATURE CONTROL AND SECURITY SYSTEMS UPGRADES AND MAINTENANCE SERVICES; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO HONEYWELL FOR AUTOMATED HVAC TEMPERATURE CONTROL AND SECURITY SYSTEMS UPGRADES AND MAINTENANCE SERVICES AT CITY HALL, CITY HALL ANNEX, MUNICIPAL SERVICES CENTER AND THE SOUTH COMMUNITY LIBRARY FOR A TOTAL AMOUNT NOT TO EXCEED $931,798; PROVIDING THIS NEW AGREEMENT WITH HONEYWELL WILL SUPERSEDE THE AGREEMENT WITH HONEYWELL DATED MAY 16, 2017; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $12,898.75 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), GENERAL LIBRARY IMPROVEMENTS FY17 PROJECT (15665); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $71,426.62 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), GENERAL LIBRARY IMPROVEMENTS FY18 PROJECT (16160); APPROVING A TRANSFER IN THE AMOUNT OF $84,325.37 FROM THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) TO THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) RESULTING FROM THE ABOVE RESCISSIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $84,325.37 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) RESULTING FROM THE ABOVE TRANSFER TO THE SOUTH COMMUNITY LIBRARY HVAC CHILLER PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase automated HVAC temperature control and security systems upgrades and maintenance services for City Hall, City Hall Annex, the Municipal Services Center and the South Community Library; and

WHEREAS, Honeywell International Inc. ("Honeywell") is the sole HVAC provider for automated building temperature control and security systems and maintenance services; and
WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, this new agreement with Honeywell will supersede the agreement for support of HVAC building automation system with Honeywell dated May 16, 2017; and

WHEREAS, funding for the project will be available after (i) rescinding unencumbered appropriations in the amount of $84,325.37 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY17 Project (15665) ($12,898.75) and General Library Improvements FY18 Project (16160) ($71,426.62); (ii) approving a transfer in the amount of $84,325.37 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) to the City Facilities Capital Improvement Fund (3031) resulting from the above rescissions, and (iii) approving a supplemental appropriation in the amount of $84,325.37 from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031) resulting from the above transfer to the South Community Library HVAC Chiller Project; 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 Honeywell International Inc. ("Honeywell") is declared a sole source supplier for HVAC automated building temperature control and security systems and maintenance services.

BE IT FURTHER RESOLVED that the proposal is hereby accepted and the award of an agreement to Honeywell for the HVAC automated building temperature control and security systems and maintenance services for City Hall, City Hall Annex, the Municipal Services Center and the South Community Library for a total contract amount not to exceed $931,798 is hereby approved.

BE IT FURTHER RESOLVED that upon execution, the new agreement with Honeywell will supersede the agreement dated May 16, 2017 for support of HVAC building automation system with Honeywell.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreement and all other documents necessary to effectuate this transaction, including any amendments to the agreement needed to update the list of components to be supported by Honeywell pursuant to the agreement, provided that such amendment does not increase any fees due to Honeywell.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $12,898.75 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY17 Project (15665) is hereby rescinded.
BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $71,426.62 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY18 Project (15665) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer resulting from the above rescissions for FY18:

Recreation and Culture Capital Improvement Fund (3029)  City Facilities Capital Improvement Fund (3031)  $84,325.37

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from the above transfer, the following supplemental appropriation for Fiscal Year 2018:

City Facilities Capital Improvement Fund (3031)  South Community Library HVAC Chiller Project (15673)  $84,325.37

This resolution shall become effective immediately upon its adoption.

Approved by:  
Legal Department  
By: (City Attorney or Designee)  
00378612

Approved by:  
Brijesh Prayman  
Brijesh Prayman, P.E., ENV SP  
Engineering & Capital Improvements Director
CA-4
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Pinellas County Schools for the after-school snack program, at an estimated annual cost of $203,000, for a total contract amount of $575,600.

Explanation: On July 21, 2016, City Council approved a one-year blanket purchase agreement for the after-school snack program through July 31, 2017, with four, one-year renewal options. On July 20, 2017, City Council approved a one-year renewal option through July 31, 2018. This is the second renewal.

The vendor provides snacks and beverages for children enrolled in the City's after-school program. The schedule of the program is concurrent with the Pinellas County Schools' weekday calendar. Services are also provided when schools are not in session, or on City holidays. During certain holiday periods, such as Spring Break, Fall Break, and Christmas Break, the City will self-vend the program. Throughout the program, City staff transports approximately 1,325 snacks per day from 11 designated school sites to the 11 recreation centers that participate in the program, transporting an average total of 253,075 snacks per year. The snacks are made in accordance with the specifications provided by the Florida Department of Health Bureau of Child Nutrition.

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

Pinellas County Schools.......................................................... $203,000
(253,075 snacks @ 0.80 each)

Original agreement amount $168,720
Allocation increase 10,000
1st renewal 193,880
2nd renewal 203,000
New contract amount $575,600

The vendor agrees to uphold the terms and conditions of IFB No. 6099, dated June 9, 2016. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through July 31, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Recreation Administration (190-1573).

Attachments: Delivery Locations
Sample Snack Menu
Price History
Resolution

Approvals:
## Appendix A
### Delivery Locations 2018-2019 for After School Snack Program

The following table lists the delivery locations for the After School Snack Program in the school year 2018-2019:

<table>
<thead>
<tr>
<th>Site #1 - Campbell Park Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>601 14th St. S., St. Petersburg, FL 33705</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Campbell Park Elementary</td>
<td>65</td>
<td>12,415</td>
<td>3:45 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7733, Supvr. Verline Moore</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #2 - Childs Park Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>4301 13th Ave. S., St. Petersburg, FL 33711</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Fairmount Park Elementary</td>
<td>95</td>
<td>18,145</td>
<td>4:15 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7463, Supvr. Yolanda Anderson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #3 - Frank Pierce Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000 7th St. S., St. Petersburg, FL 33705</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Lakewood Elementary</td>
<td>70</td>
<td>13,370</td>
<td>4:00 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7731, Supvr. Jennifer Ross</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #4 - Gladdeen Park Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>3901 30th Ave. N., St. Petersburg, FL 33713</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>New Heights Elementary</td>
<td>95</td>
<td>18,145</td>
<td>3:30 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7458, Supvr. Christopher Lampley</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #5 - Lake Vista Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1401 62nd Ave. S., St. Petersburg, FL 33705</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Lakewood High</td>
<td>130</td>
<td>24,830</td>
<td>4:00 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7744, Supvr. Marci Reedy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #6 - J. W. Case Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>5801 22nd Ave. N., St. Petersburg, FL 33710</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Westgate Elementary</td>
<td>200</td>
<td>38,200</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7433, Supvr. Robert Valenti</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #7 - Roberts Rec. Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1246 50th Ave. N., St. Petersburg, FL 33703</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Sexton Elementary</td>
<td>160</td>
<td>30,560</td>
<td>3:30 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7754, Supvr. Robert Lovelace</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #8 - Shore Acres Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>4230 Shore Acres Blvd. NE, St. Petersburg, FL 33703</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>North Shore Elementary</td>
<td>115</td>
<td>21,965</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7758, Supvr. Brian Simonson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #9 - Thomas &quot;Jet&quot; Jackson (formerly Wildwood)</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 28th Street South, St. Petersburg, FL 33712</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Perkins Elementary</td>
<td>75</td>
<td>14,325</td>
<td>3:15 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7750, Supvr. William &quot;Billy&quot; Hazelfield</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #10 - Walter Fuller Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>7891 26th Ave. N., St. Petersburg, FL 33710</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Azalea Elementary</td>
<td>130</td>
<td>24,830</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7443, Supvr. Tim Bodkin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site #11 - Willis S. Johns Center</th>
<th>Beg Date</th>
<th>End Date</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>6635 9th St. N., St. Petersburg, FL 33702</td>
<td>8/13/18</td>
<td>5/29/19</td>
<td>191</td>
<td>Lynch Elementary</td>
<td>190</td>
<td>36,290</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>Ph: (727)893-7756, Supvr. Andeep Chee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Pick up/delivery times will be earlier than serving times.
<table>
<thead>
<tr>
<th>Week 1</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/ M/MA</td>
<td>Blueberry Muffin</td>
<td>Goldfish Cheddar</td>
<td>Honey Scooters – Bowl Pak Cereal*</td>
<td>Chocolate Elf Grahams</td>
<td>String Cheese &amp; 1 pkg saltines</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>1% White Milk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Week 2</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/ M/MA</td>
<td>Keebler Gripz Choc Chip Grahams</td>
<td>Goldfish Pretzels</td>
<td>Marshmallow Mateys – Bowl Pak Cereal*</td>
<td>Cheez-Its</td>
<td>Colby Jack Cheese Stick &amp; 1 pkg saltines</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>1% White Milk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Week 3</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/ M/MA</td>
<td>Chocolate Choc Chip Muffin</td>
<td>Tortilla Chips (unflavored)</td>
<td>Alphabets – Bowl Pak Cereal*</td>
<td>Yogurt**</td>
<td>Jungle Graham Crackers</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>1% White Milk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Only cereals listed to be served. Must be 6 gm of sugar or less  **All 4 oz. yogurts meet the requirement. Bulk vanilla Does Not

11/6/2017
## Price History

### 952-84 After School Snack Food Service Program

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>After School Snacks</td>
<td>$0.70</td>
<td>$0.78</td>
<td>$0.78</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
RESOLUTION NO. __________

A RESOLUTION APPROVING THE SECOND RENEWAL OPTION OF THE BLANKET PURCHASE AGREEMENT WITH PINELLA COUNTY SCHOOLS FOR THE AFTER-SCHOOL SNACK PROGRAM AT AN ESTIMATED ANNUAL COST OF $203,000; FOR A TOTAL CONTRACT AMOUNT NOT EXCEED $575,600; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 21, 2016, City Council approved the award of a one-year blanket purchase agreement ("Agreement") with four one-year renewal options; and

WHEREAS, on July 20, 2017, City Council approved a one-year renewal option; and

WHEREAS, Administration desires to exercise the second renewal option; and

WHEREAS, Pinellas County Schools have agreed to hold prices firm under the terms and conditions of IFB No. 6099; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second renewal option of the blanket purchase agreement with Pinellas County Schools for the after-school snack program at an estimated annual cost of $203,000; for a total contract amount not to exceed $575,600 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00378691
TO: Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Approving the second amendment to the amended and restated architect/engineering agreement between the City of St. Petersburg and Harvard Jolly, Inc. ("A/E") dated August 20, 2015, as amended, for A/E to provide additional design and construction administration services related to the new St. Petersburg Police Department Headquarters project in an amount not to exceed $87,000 and to add a report to Council provision; Providing that the total contract amount shall not exceed $4,725,230; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date. (Engineering Project No.11234-018, Oracle No.12847).

EXPLANATION: On August 20, 2015, City Council approved an amended and restated A/E agreement between the City of St. Petersburg and Harvard Jolly, Inc. for design and construction administration services related to the new Police Department Headquarters project in the amount of $4,449,430. The scope of services included planning, programming, design and construction administration services for an approximately $53 million single phase construction project, as part of an overall $70 million budget. On October 6, 2016, City Council approved a first amendment to the amended and restated agreement in a not to exceed amount of $188,800 for design and construction administration services related to a multi-level parking garage with a top deck solar photovoltaic system in an amount not to exceed $188,800, for a total contract amount not to exceed $4,638,230.

On June 15, 2017, City Council approved the Final Guaranteed Maximum Price ("GMP") proposal from Ajax Building Corporation in the amount of $61,729,374 for the construction of the new St. Petersburg Police Headquarters. At that time Harvard Jolly, Inc. commenced full construction administration services.

The construction of the new Police Headquarters building is on schedule and within budget. Several additional scope items have been proposed which require additional design services by Harvard Jolly in order to have the work performed. The cost of these additional design services are budgeted within the project contingency. The additional design services and construction administration services, and fees are described as follows:

- Redesign & coordination of 13th Street North between 1st Avenue North and 2nd Avenue North including the intersection at 13th Street North and Arlington Avenue North. This is required due to the existing utility locations and the removal of the west side of Arlington Avenue North which has caused changes to the stormwater flows at the above intersection: $30,000
- Redesign & coordination of the exterior plaza due to final selection of exterior Public Art to be included on the exterior plaza at the main entry of the facility. This will include flagpole relocation and exterior lighting system changes: $20,000.
- Interior lobby changes to allow coordination of interior Public Art to be installed in the lobby area of the main entry to the facility. To include revisions to the structural system, electrical lighting system, ceiling assembly, fire protection system and the mechanical system: $20,000.
- Plan revision due to functional and operational changes within the Police Department continue to require minor modifications such as coordination issues to the 911 furniture /
platform, location coordination of projectors, the additions of an ATM, vending machine, and ice makers, door relocations and additions, and other furniture coordination issues: $10,000

- Electrical / Access control revisions due to functional and operational changes within the Police Department: $7,000.

Staff recommends approval of the Second Amendment for additional design and construction administration services related to the new St. Petersburg Police Department Headquarters project in an amount not to exceed $87,000 and to add a reports to Council provision to the agreement, as amended. The construction cost resulting from these design revisions will be authorized from the owner's contingency within the GMP and no additional costs are anticipated.

RECOMMENDATION: Administration recommends approval of the second amendment to the amended and restated architect/ engineering agreement between the City of St. Petersburg and Harvard Jolly, Inc. ("A/E") dated August 20, 2015, as amended, for A/E to provide additional design and construction administration services related to the new St. Petersburg Police Department Headquarters project in an amount not to exceed $87,000 and to add a reports to Council provision; Providing that the total contract amount shall not to exceed $4,725,230; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents; and providing an effective date. (Engineering Project No.11234-018, Oracle No.12847).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Public Safety Capital Improvement Fund (3025), Police Facility/EOC Project (12847).

ATTACHMENTS: Resolution, Second Amendment

APPROVALS: 

[Signatures]

Final Administrative

Budget
RESOLUTION NO. ___

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND HARVARD JOLLY, INC. (“A/E”) DATED AUGUST 20, 2015, AS AMENDED, FOR A/E TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE NEW ST. PETERSBURG POLICE DEPARTMENT HEADQUARTERS PROJECT IN AN AMOUNT NOT TO EXCEED $87,000 AND TO ADD A REPORTS TO COUNCIL PROVISION; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $4,725,230; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 11234-018, ORACLE NO. 12847).

WHEREAS, on August 20, 2015, the City of St. Petersburg, Florida (“City”) and Harvard Jolly, Inc. (“A/E”) executed amended and restated architect/engineering agreement (“Agreement”) for A/E to provide design and construction administration services for the New St. Petersburg Police Department Headquarters project; and

WHEREAS, on October 6, 2016, the City and A/E executed the First Amendment to the Agreement for A/E to provide additional design and construction administration services related to a multi-level parking garage with a top deck solar photovoltaic system in an amount not to exceed $188,800; and

WHEREAS, the City and A/E desire to further amend the Agreement, as amended, to add (i) additional design and construction administrations services related to the (a) redesign and coordination of 13th Street North between 1st Avenue North and 2nd Avenue North, (b) redesign and coordination of the exterior plaza and interior lobby for the public art selected, (c) architectural plan revision, and (d) electrical / access control revisions due to operational changes in an amount not to exceed $87,000, and (ii) a reports to Council provision.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Harvard Jolly, Inc. (“A/E”) dated August 20, 2015, as amended, for A/E to provide additional design and construction administration services related to the new St. Petersburg Police Department Headquarters Project in an amount not to exceed $87,000, and to add a reports to Council provision is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $4,725,230; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee) 378296

Administration
SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into on the ____ day of June, 2018, by and between Harvard Jolly, Inc. ("A/E") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

WHEREAS, on August 20, 2015, the City of St. Petersburg, Florida ("City") and Harvard Jolly, Inc. ("A/E") executed amended and restated architect/engineering agreement ("Agreement") for A/E to provide design and construction administration services for the New St. Petersburg Police Department Headquarters project; and

WHEREAS, on October 6, 2016, the City and A/E executed the First Amendment to the Agreement for A/E to provide additional design and construction administration services related to a multi-level parking garage with a top deck solar photovoltaic system in an amount not to exceed $188,800; and

WHEREAS, the City and A/E desire to further amend the Agreement, as amended, to (i) add additional design and construction administrations services related to the (a) redesign and coordination of 13th Street North between 1st Avenue North and 2nd Avenue North, (b) redesign and coordination of the exterior plaza and interior lobby for the public art selected, (c) architectural plan revision, and (d) electrical / access control revisions due to operational changes in an amount not to exceed $87,000, (ii) add a reports to Council provision, and (iii) increase the payment amount to A/E.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are incorporated herein as an integral part of this Second Amendment), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms in this Second Amendment shall have the meaning specified in the Agreement, as amended, unless otherwise set forth herein.

2. Section 6.1 of the Agreement is hereby amended to read as follows:

   Provided that the A/E faithfully performs its obligations contained in this Agreement and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the A/E the fees and costs set forth in 2018 Revised Amended Appendix B, provided, however that the total amount of fees and costs paid to the A/E by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed four million seven hundred twenty-five thousand two hundred thirty dollars ($4,725,230) ("Total Compensation"). The Total Compensation shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this
Agreement.

3. Sections 25.0 is added to the Agreement to read as follows:

SECTION 25.0 – REPORTS TO CITY COUNCIL

25.1 When the A/E provides any draft or final report (including technical memoranda) to the City’s Project Manager or to any other member of City staff, the A/E shall also provide copies of such report to City Council as follows:

25.1.1 For a draft report, the A/E shall send an electronic copy to the City Council Administrative Service Officer via email to council@stpete.org and to each City Council member via email to his or her individual City email address. The A/E may obtain Council members’ individual email addresses from the City Council Administrative Service Officer.

25.1.2 For a final report, in addition to providing electronic copies in the same manner that is required for a draft report, the A/E shall also deliver nine (9) hard copies of the report to the City Council Administrative Service Officer.

25.2 At a minimum, the A/E shall include a description of the following in all draft and final reports: data utilized, methodology utilized and assumptions made. The A/E shall also verify in all draft and final reports that the A/E’s reliance on and utilization of such data, methodology, and assumptions are consistent with the A/E’s professional standards. The A/E shall mark all draft reports with a draft watermark, version number, and date.

25.3 If the A/E provides a draft or final report to City Council pursuant to Section 25.1 and that report revises any portion of a report previously provided to City Council pursuant to Section 25.1, the new report must be accompanied by documentation of the revisions to the previous report as follows:

25.3.1 When practicable, changes must be documented in redline format, showing a word-for-word comparison of the previous report and the new report. For purposes of clarity, non-substantive changes (e.g., changes to formatting and white space) should be excluded from this comparison.

25.3.2 When redline format is not practicable (e.g., for a chart or diagram), the A/E shall indicate whether the changed content is revised, substituted, or new, and if the nature of any change is not obvious, the A/E shall also provide an explanation of that change. If it is impracticable or unclear to provide such an explanation as an annotation in the document itself, the A/E shall provide the explanation through separate documentation.
25.4 If requested by the City Council, the A/E shall attend one or more City Council meetings to provide an update on the status of a project and/or make a presentation on a report. Unless otherwise agreed to by the City Council, the A/E shall receive no additional compensation for attendance at City Council meetings beyond the compensation already provided for pursuant to this Agreement.

4. Attachment 2 to Amended Appendix A, which is attached hereto, is hereby attached to Amended Appendix A and made a part thereof.

5. Revised Amended Appendix B is hereby deleted and replaced with 2018 Revised Amended Appendix B, which is attached hereto and made a part hereof by reference. All references in the Agreement to Revised Amended Appendix B shall mean 2018 Revised Amended Appendix B.

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

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives on the date first above written.

HARVARD JOLLY, INC.

Sign: ________________________
Print: ________________________
Title: ________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign: ________________________
Print: ________________________
Title: ________________________

ATTEST

______________________________
City Clerk

Approved by the City’s Project Manager

______________________________
City Attorneys (Designee)

Approved as to Content and Form

378292
ATTACHMENT 2
TO AMENDED APPENDIX A
SCOPE OF SERVICES

General Description – Additional Services:
In addition to the services, activities, Deliverables and responsibilities set forth in Amended Appendix A and Attachment 1 to Amended Appendix A, the A/E shall provide the additional design and construction administration services as follows:

Sitework Modification Services:
Modifications are required to the west side of 13th Street North between 1st Avenue North and 2nd Avenue North including the intersection at 13th Street North between and 1st Avenue North and the intersection at 13th Street North and Arlington Avenue North. This is required due to the existing utility locations, the vacation and removal of Arlington Avenue North, and City requests which will cause changes to the stormwater flows in the existing right-of-way. Additionally, the required landscaping is impacted by existing underground fiber optic lines and City water mains.

The A/E’s services for this work shall include, but not be limited to:

a. Design the relocation of the City Zoning Code required landscaping along 13th Street North to coordinate with existing underground utilities. Due to unforeseen conflict with a fiber optic line, the planters on 13th St. need to be relocated.

b. Revise the design of the northwest corner of the 1st Avenue North and 13th Street North intersection. This will require a re-design of the drainage and changes to the construction documents.

c. The City of St. Petersburg has requested drainage changes to the existing intersection layout at 13th Street North and Arlington Avenue North. This required design analysis to the stormwater flows along 13th Avenue North. The requested design changes will require changes to the existing civil drawings.

d. Modify the existing lane striping along 13th Avenue North.

The A/E shall assist the CMAR as required during the Construction Phase, these services shall include, but not be limited to:
Exterior Plaza Modification Services:

Revision to the existing design & coordination of the exterior plaza due to final selection of exterior Public Art to be included on the exterior plaza at the main entry of the facility. Based on the approved Public Artwork design, the A/E shall prepare Construction Phase documents that coordinate the existing exterior plaza design with the proposed Public Art.

The A/E’s services for the above work shall include, but not be limited to:

- Revisions to the architectural site plans and site details.
- Revisions to the electrical engineering of the proposed lighting and power systems.
- Revisions to the electrical documents showing the security and access control systems.
- Revisions to the Civil site construction documents to maintain proper stormwater drainage at the exterior plaza location.

The A/E shall assist the CMAR as required during the Construction Phase, these services shall include, but not be limited to:

- Response to clarify construction questions.
- Response to clarify proposed cost revision questions.

Interior Lobby Modification Services:

The A/E’s services for this work shall include, but not be limited to interior lobby changes to allow coordination of interior Public Art to be installed in the lobby area of the main entry to the facility. To include revisions to the structural system, electrical lighting system, ceiling assembly, fire protection system and the mechanical system.

The A/E’s services for the above work shall include, but not be limited to:

- Revisions to the architectural floor plans and details.
- Revisions to the architectural reflected ceiling plans and details.
- Revisions to the structural plans and details to support the propose artwork. This includes structural load analyzes to confirm if any modifications are needed for the existing in place structure.
- Revisions to the electrical engineering of the proposed lighting systems.
e. Revisions to the mechanical engineering of the proposed heating, ventilation, and air conditioning system plans.

The A/E shall assist the Construction Manager as required during the production of the construction documents for the parking garage and the solar photovoltaic system that shall include, but not be limited to:

a. Analysis and response to construction questions.
b. Analysis and response to cost estimating questions.

Plan Revisions:

Functional and operational changes within the Police Department continue to require minor modifications such as coordination issues to the 911 furniture/platform, location coordination of projectors, the additions of an ATM, vending machine, and ice makers, door relocations and additions, and other furniture coordination issues.

The A/E’s services for the above work shall include, but not be limited to:

a. Revisions to the existing construction documents, primarily on the electrical power and low voltage plans, electrical panels schedules, and one-line diagrams.

The A/E shall assist the CMAR as required during the Construction Phase, these services shall include, but not be limited to:

a. Response to clarify construction questions.
b. Response to clarify proposed cost revision questions.

Electrical System Modifications:

Functional and operational changes within the Police Department continue to require electrical power, lighting, access control, and security system revisions.

The A/E’s services for the above work shall include, but not be limited to:

a. Revisions to the existing construction documents, primarily on the electrical power and low voltage plans, electrical panels schedules, and one-line diagrams

b. Coordination with the Architectural plan revisions in the section above.

The A/E shall assist the CMAR as required during the Construction Phase, these services shall include, but not be limited to:
a. Response to clarify construction questions.
b. Response to clarify proposed cost revision questions.
The A/E fees and costs shall be as shown below:

Phase 1A — Initial Programming & Master Planning (completed) $348,967
Phase 1B — Program and Site Plan updating (completed) $98,600
Phase 2 - Schematic Design (completed) $569,825
Phase 3 - Design Development $776,420
Phase 4 - Construction Documents $1,444,064
Phase 5 - Bidding Assistance $177,650
Phase 6 - Construction Administration $710,604
Owner's Design Contingency and Allowances $223,300
Reimbursable Expense Allowance $100,000
Subtotal A/E Fees $4,449,430

First Amendment Additional Services
- Parking Garage $149,200
- Solar PV System $39,600
Subtotal A/E Fees including First Amendment $4,598,630

Second Amendment Additional Services
- Redesign & coordination of 13th Street North between 1st Avenue North and 2nd Avenue North $30,000
- Redesign & coordination of the exterior plaza due to final selection of exterior Public Art $20,000
- Interior lobby changes to allow coordination of interior Public Art to be installed in the lobby area $20,000
- Plan revisions $10,000
- Electrical / Access control revisions $7,000
Subtotal A/E Fees included Second Amendment $87,000

Revised Total A/E Fees $4,725,230
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an increase in allocation for reflective sign material with Osburn Associates Inc., in the amount of $10,000, for the Stormwater, Pavement & Traffic Operations Department, for a total contract amount of $109,000.

Explanation: On March 1, 2016, Administration approved a three-year agreement for reflective sign material through February 28, 2019. This agreement has one two-year renewal. On January 26, 2018, Administration approved an allocation increase of $33,000. Council approval was not requested since the total contract amount did not exceed the approval threshold.

Due to additional signage projects, including the replacements, upgrades, and depletion of existing stock, requirements are expected to exceed the total contract amount prior to renewal. Therefore, an increase in allocation in the amount of $10,000 is requested.

The vendor has been satisfactorily providing reflective sign materials such as sign blanks, transfer tape, sheeting and film, for the Stormwater, Pavement & Traffic Operations Department since 2011.

The Procurement Department recommends approval:

Osburn Associates Inc. (Hocking, OH).................................$10,000

<table>
<thead>
<tr>
<th>Original agreement amount</th>
<th>$66,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st allocation</td>
<td>33,000</td>
</tr>
<tr>
<td>2nd allocation</td>
<td>10,000</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$109,000</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) Stormwater, Pavement & Traffic Operations Department, Traffic Sign Fabrication (4001269).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $10,000 TO THE ALLOCATION FOR THE AGREEMENT WITH OSBURN ASSOCIATES INC. FOR REFLECTIVE SIGN MATERIAL; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $109,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2016, Administration approved a three-year agreement ("Agreement") with Osburn Associates Inc., for reflective sign material for the Stormwater, Pavement & Traffic Operations Department; and

WHEREAS, on January 26, 2018, Administration approved an increase in the amount of $33,000 to the allocation for the Agreement due to an unanticipated increase in sign projects including replacements and upgrades; and

WHEREAS, an additional increase in the amount of $10,000 to the allocation for the Agreement is necessary due to a higher volume of sign projects, including replacements and upgrades; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the increase in the amount of $10,000 to the allocation for the Agreement with Osburn Associates Inc. for reflective sign material is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $109,000.

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:

[Signature]
City Attorney (designee)
00378738
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a bid from Sunsational Energy LLC, dba Lot Lines Striping, for patterned textured surface work for the Transportation & Parking Management Department, at a total cost of $100,000.

Explanation: The Procurement Department received two bids for the patterned textured surfaces work. The bids were opened on April 26, 2018, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunsational Energy LLC, dba Lot Lines Striping</td>
<td>$100,000</td>
</tr>
<tr>
<td>Atlantic Paving Company, Inc. (Miami)</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

The vendor will provide labor, materials, equipment, services and appurtenances necessary for construction of textured/stamped and coated surfaces at various locations throughout the City. Work shall include, but not be limited to, textured crosswalks, medians, speed humps and intersections. Following the installation of the textured surfaces, all striping will be conducted by the City.

The Procurement Department, in cooperation with the Transportation & Parking Management Department, recommends for award:

Sunsational Energy LLC, dba Lot Lines Striping (Leesburg, FL)..... $100,000

Sunsational Energy LLC, dba Lot Lines Striping, the lowest responsible and responsive bidder, has met the requirements of Bid No. IFB 6832, dated March 9, 2018. The agreements will be effective from date of award through June 30, 2021, with one, two-year renewal option. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Local Transportation Planning Division (2811801), Multimodal Impact Fees Capital Improvement Fund (3071) and the Citywide Infrastructure Capital Improvement Fund (3027).

Attachments: Bid Tabulation
Resolution

Approvals:

Administrative
Budget
## Bid Tabulation

**Procurement and Supply Management**

### Sunsational Energy, LLC
dba Lot Lines Striping
Leesburg, FL
Terms: Net 30
Delivery: 14 Days

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Furnish and Install Patterned Textured Surfaces: Stamped Application</td>
<td>6550 SQFT</td>
<td>$6.75</td>
<td>$44,212.50</td>
</tr>
<tr>
<td>2</td>
<td>Furnish and Install Patterned Textured Surfaces: Imprint Application</td>
<td>6550 SQFT</td>
<td>6.75</td>
<td>44,212.50</td>
</tr>
<tr>
<td>3</td>
<td>Furnish and Install Patterned Textured Surfaces: Application not listed</td>
<td>1 Dollar</td>
<td>1,200.00</td>
<td></td>
</tr>
</tbody>
</table>

**SubTotal:** $89,625.00

**Total:** $89,625.00

### Suncoast Paving, Inc.
Tarpon Springs, FL
Terms: Net 30
Delivery: 20 Days

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Unit Price</strong></th>
<th><strong>Extended Price</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$8.00</td>
<td>$52,400.00</td>
</tr>
<tr>
<td>8.00</td>
<td>52,400.00</td>
</tr>
</tbody>
</table>

**1,500.00**

**$106,300.00**

---

**Award Pending**
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO SUNSATIONAL ENERGY LLC, DBA LOT LINES STRIPING FOR PATTERNED TEXTURED SURFACE WORK, AT A TOTAL COST NOT TO EXCEED $100,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two (2) bids for patterned textured surface work pursuant to IFB No. 6832 dated March 9, 2018; and

WHEREAS, Sunsational Energy LLC, dba Lot Lines Striping, the lowest responsive bidder, has met the specifications, terms and conditions of IFB No. 6832; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Transportation & Parking Management Department recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to Sunsational Energy LLC, dba Lot Lines Striping for patterned textured surface work, at a total cost not to exceed $100,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00379037
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council


Explanation: On February 16, 2018, the City issued a Request for Qualifications, RFQ 6809, for Consulting Services, for Landscape Architect Services. On March 22, 2018, the City received 11 Statements of Qualifications (SOQs) from the following firms:

1. AECOM Technical Services, Inc.
2. Booth Design Group, Inc.
5. GGI, LLC, dba Genesis Group
6. Hardeman-Kempton & Associates
7. PlaceMaker Design Studio, LLC
8. Stantec Consulting Services, Inc.
9. Tony Monk Design
10. Vanasse Hangen Brustlin, Inc.
11. Wantman Group, Inc.

An evaluation committee comprised of City staff met on April 9, 2018, to discuss the SOQs. The evaluation committee members were:

Brejesh Prayman, Director, Engineering & Capital Improvements
John Norris, Director, Stormwater Pavement & Traffic Operations
Sharon HeaI-Eichler, Senior Capital Projects Coordinator, Engineering & Capital Improvements
Bryan Eichler, Athletic Operations Manager, Parks & Recreation Department
Michael Frederick, Neighborhood Transportation Manager, Transportation Planning

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

1. AECOM Technical Services, Inc.
2. Booth Design Group, Inc.
4. Stantec Consulting Services, Inc.
5. Vanasse Hangen Brustlin, Inc.

On April 27, 2018, the evaluation committee considered the oral presentations and interviewed the five firms. AECOM Technical Services, Inc., Booth Design Group, Inc., Stantec Consulting Services, Inc. Vanasse Hangen Brustlin, Inc. were recommended for award. Multiple awards are recommended to ensure availability and capacity, as well as access to the specific skillset of each of the firms.

The contractors will provide all labor, materials, and equipment to provide miscellaneous professional services, to include studies, master planning, design, bid and award, general services during construction, permitting compliance and other related services with regard to landscape architect services.

Continued on Page 2
The consultants' services under this agreement will be described in task orders. Each task order, after City Council approval and execution, shall become a supplement to and a part of the agreement. The initial term of this agreement shall commence on the execution date and remain in effect for one year. The agreement shall automatically renew for three (3) successive one (1) year periods (after the initial year) unless either party sends the other a notice of non-renewal at least 30 days prior to the expiration of the current term.

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

1. AECOM Technical Services, Inc.
2. Booth Design Group, Inc.
3. Stantec Consulting Services, Inc.
4. Vanasse Hangen Brustlin, Inc.

AECOM Technical Services, Inc. is headquartered in Los Angeles, employs 382 people and has been in business since 1970. Booth Design Group, Inc. is headquartered in St. Petersburg, employs 7 people and has been in business since 2012. Stantec Consulting Services, Inc. is headquartered in Edmonton, Canada, employs 108 people and has been in business since 1954. Vanasse Hangen Brustlin, Inc. is headquartered in Watertown, Massachusetts, employs 13 people and has been in business since 1987. They have all satisfactorily provided similar services to the City in the past.

Cost/Funding/Assessment Information: Funds will be appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

Attachments: Technical Evaluation (5 pages)
Meeting Minutes (3 pages)
Resolution

Approvals:
Technical Evaluation
906-56 Consulting Services for Landscape Architect Services

Summary Work Statement

The City received 11 Statements of Qualifications (SOQs) for RFQ 6809, Consulting Services for Landscape Architect Services. The successful firms will provide consulting services for FDOT roadway beautification, City parks, general engineering projects, and other projects identified in the City's Capital Improvement Program. Services will include studies, master planning, design, bids/awards, general services during construction, permitting compliance, and other related services. The 11 qualification statements were received from:

1. AECOM Technical Services, Inc.
2. Booth Design Group, Inc.
5. GGI, LLC dba Genesis Group
6. Hardeman-Kempton & Associates
7. PlaceMaker Design Studio, LLC
8. Stantec Consulting Services, Inc.
9. Tony Monk Design
10. Vanasse Hangen Brustlin, Inc.
11. Wantman Group, Inc.

Evaluation Committee

Evaluations of the 11 qualification statements were conducted by:

Brejesh Prayman, Director, Engineering & Capital Improvements
John Norris, Director, Stormwater, Pavement & Traffic Operations
Sharon Healy-Eichler, Senior Capital Project Coordinator, Engineering & Capital Improvements
Bryan Echler, Athletic Operations Manager, Parks and Recreation Department
Michael Frederick, Neighborhood Transportation Manager, Transportation Planning

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team Background and Experience
- Project Approach
- Relevant Project Examples
- Small, Minority, Woman and Disadvantaged Business Enterprise

Offerors' Profiles

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

**AECOM Technical Services, Inc.** maintains its company headquarters in Los Angeles, California, with a Tampa office. They have approximately 382 employees designated to serve the City. The firm was founded in California, in 1970.

Strengths include: They provided extensive combined experience; they have experience with landscape architect projects with other municipalities and FDOT; they provided quality assurance and quality control
procedures in their proposal; they provided sub-consultants that are SBE/MBE/WBE/DBE certified; and they provided the use of a project management guide in their proposal.

Weaknesses include: They are not a Small Business Enterprise (SBE).

The proposal exceeded the City's requirements.

Booth Design Group, Inc. maintains its company headquarters in St. Petersburg. They have approximately 7 employees designated to serve the City. The firm was founded in Florida, in 2012.

Strengths include: They provided a strong, small, local project team; they provided a clear and concise project approach; they have local project experience and first-hand knowledge of the community; and they are SBE certified with the City of St. Petersburg.

Weaknesses include: Their proposal had no sub-consultants listed; they are not MBE/WBE/DBE certified; they are a small firm and may be geared to smaller projects; and they are not structured to support large-scale projects.

The proposal meets the City's requirements.

G-A-I Consultants, Inc. maintains its company headquarters in Pennsylvania and has an office in Orlando. They have approximately 127 employees designated to serve the City. The firm was founded in Pennsylvania, in 1958.

Strengths include: They have strong large project planning and public involvement experience; they have previous experience with other municipalities; they provided multiple sub-consultants that are WBE/MBE/DBE certified; they provided the Warehouse Arts District Master Plan and urban design planning as relevant project examples; and they have a large staff that can support more complex projects.

Weaknesses include: They did not provide any FDOT project examples; they are not a local company, and their Orlando office would service the City; and they are not SBE certified with the City of St. Petersburg.

The proposal meets the City's requirements.

Gause and Associates, Inc. maintains its company headquarters in Palmetto. They have approximately 2 employees designated to serve the City. The firm was founded in Florida in 2016.

Strengths include: They have prior experience on a variety of small projects with area municipalities; they are on the FDEP list of Professional Mangrove Trimmers; they have knowledge of municipal procedures; and they are geared towards smaller projects.

Weaknesses include: They are not SBE-certified with the City of St. Petersburg; they are not structured for large-scale projects; they provided two (2) sub-consultants for municipal engineering and environmental issues, but they are located in Palmetto; and they provided only one (1) project completed as Gause and Associates, Inc. All other projects were under the previous name of the company, Allison & Gause.

The proposal meets the City's requirements.

GGI, LLC, dba Genesis Group maintains its company headquarters in Tampa. They have approximately 55 employees designated to serve the City. The firm was founded in Florida, in 2003.
Strengths include: They have extensive experience in Florida Landscape Architecture in their Jacksonville office; they provided a quality assurance/quality control process; they provided previous experience on a variety of small projects; and they currently work with FDOT and other Florida municipalities.

Weaknesses include: They are not SBE-certified with the City of St. Petersburg; they provided a backup project manager located in Jacksonville; they are not structured for large-scale projects; and they didn’t provide any sub-consultants in their proposal.

The proposal marginally meets the City’s requirements.

**Hardeman-Kempton & Associates** maintains its company headquarters in Tampa. They have approximately 289 employees designated to serve the City. The firm was incorporated in Florida, in 1993.

Strengths include: They are SBE-certified with the City, along with their sub-consultants; they have strong landscape architect experience and environmental experience with FDOT; and they provided a variety of large-scale project examples.

Weaknesses include: They did not provide a project approach in their proposal; they did not provide details on how they would interact with their sub-consultants; and they did not provide landscape architect projects with FDOT.

The proposal marginally meets the City’s requirements.

**PlaceMaker Design Studio, LLC** maintains its company headquarters in Clearwater. They have approximately 2 employees designated to serve the City. The firm was founded in Florida, in 2010.

Strengths Include: They are SBE certified with the City, along with their sub-consultant; they provided good relevant project examples in Pinellas County; and they have a certified Arborist on staff.

Weaknesses include: They are structured for small-scale projects; they provided limited information on their project approach; and their project examples were as a sub-consultant, not the primary consultant.

The proposal marginally meets the City’s requirements.

**Stantec Consulting Services, Inc.** maintains its company headquarters in Edmonton, Canada, with a Tampa office. They have approximately 108 employees designated to serve the City. The firm was founded in Edmonton, Canada, in 1954.

Strengths include: They are a well-rounded team with beneficial disciplines, including transportation planning services, environmental services, and a sub-consultant for grants; they provided sub-consultants that are SBE and WBE certified; they have knowledge of municipal procedures; and they provided a well-rounded project approach and were methodical in their project management.

Weaknesses include: They are structured for small-scale projects; and they are not SBE certified with the City.

The proposal meets the City’s requirements.

**Tony Monk Design** maintains its company headquarters in Tampa. They have approximately one employee designated to serve the City. The firm was founded in Florida in 2009 and reestablished in 2017.
Strengths include: They are SBE-certified with the City and their sub-consultant is WBE-certified; they are geared for smaller scaled projects; and they provided good experience and multiple disciplined projects from the primary and sub-consultant.

Weaknesses include: They were not specific in their project approach; they provided one main sub-consultant and multiple other sub-consultants; they did not provide information of how their team would interact with each other or the City; and their relevant project examples were small unless they were involved in a major collaboration.

The proposal does not meet the City’s requirements.

**Vanasse Hangen Brustlin, Inc.** maintains its company headquarters in Watertown, Massachusetts, with a Tampa office. They have approximately 13 employees designated to serve the City. The firm was founded in Massachusetts, in 1987.

Strengths include: They provided sub-consultants that are SBE/WBE certified; their relevant project examples include FDOT, Public, and private projects; they provided strong experience with environmental, landscape architects, grants/sustainability, and planning/urban design services with their sub-consultants experience with horticulture/soils, arborist, irrigation, public outreach, and survey services; they provided a strong project approach to include quality assurance/quality control processes; and they provided multiple project examples in Pinellas County.

Weaknesses include: They are not SBE/WBE/DBE-certified.

The proposal exceeded the City’s requirements.

**Wantman Group, Inc.** maintains its company headquarters in West Palm Beach, with a Tampa office. They have approximately 49 employees designated to serve the City. The firm was founded in Florida in 1991.

Strengths include: They have experience in landscape architecture, planning, irrigation, environment, arboriculture, and transportation engineering services; they can support large more complex projects with limited support from sub-consultants; their project approach had detailed project scoping for large or small tasks; and their sub-consultants are SBE/MBE/DBE certified.

Weaknesses include: They are not SBE/MBE/DBE certified; their project manager is located in West Palm Beach office; and they didn’t provide funding values on their project examples.

The proposal meets the City’s requirements.

**Shortlisting and Oral Presentations**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on April 9, 2018, to identify no fewer than three firms in accordance with the Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

Five firms were invited to attend presentations and interviews. They were:

1. AECOM Technical Services, Inc.
2. Booth Design Group, Inc.
4. Stantec Consulting Services, Inc.
5. Vanasse Hangen Brustlin, Inc.
Oral presentations and interviews took place before the evaluation committee on April 27, 2018, for the purpose of clarifications and to ensure a full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses.

Recommendation for Award

On April 27, 2018, AECOM Technical Services, Inc., Booth Design Group, Inc., Stantec Consulting Services, Inc. and Vanasse Hangen Brustlin, Inc. were recommended for award. The firms have met the requirements of RFQ No. 6809 and have been determined to be the most advantageous to the City, taking into consideration their years of providing these services, strategic use of sub-consultants, and the evaluation criteria set forth in the RFP.

The firms were selected for the following reasons:

- Years of experience in providing these services
- They included SBE/MBE/DBE certified firms and sub-consultants
- They provided relevant past and present project examples

Attached are the minutes of the two evaluation committee meetings.

Brijesh Praynor
Chair
Bryan Eichler
Committee Member

John Norris, Committee Member
Michael Frederick, Committee Member

Sharon Heal, Eichler
Committee Member
Title: RFQ No. 6809: Consulting Services for Landscape Architect Services
Meeting Date: Monday, April 9, 2018
Time: 9:30 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: Brejesh Prayman, John Norris, Sharon Heal-Eichler, Bryan Eichler, Michael Frederick</td>
</tr>
<tr>
<td></td>
<td>Staff: Neal Jones</td>
</tr>
<tr>
<td></td>
<td>Public: Three members of public present, all declined to speak</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Chairman opened the floor up for discussion on the SOQ's received.</td>
</tr>
<tr>
<td>b. Florida's Open Meeting Law – FS 286.011 [NJ]</td>
<td></td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [NJ]</td>
<td></td>
</tr>
<tr>
<td>d. Identify Chairperson (Brejesh Prayman)</td>
<td></td>
</tr>
<tr>
<td>2. Evaluations of Proposals (Strengths and Weaknesses)</td>
<td></td>
</tr>
<tr>
<td>a. AECOM Technical Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>b. Booth Design Group, Inc.</td>
<td></td>
</tr>
<tr>
<td>d. GGI, LLC dba Genesis Group</td>
<td></td>
</tr>
<tr>
<td>e. Gause and Associates, Inc.</td>
<td></td>
</tr>
<tr>
<td>f. Hardeman-Kempton &amp; Associates</td>
<td></td>
</tr>
<tr>
<td>g. PlaceMaker Design Studio, LLC</td>
<td></td>
</tr>
<tr>
<td>h. Stantec Consulting Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>i. Tony Monk Design</td>
<td></td>
</tr>
<tr>
<td>j. Vanasse Hangen Brustlin, Inc.</td>
<td></td>
</tr>
<tr>
<td>k. Wantman Group, Inc.</td>
<td></td>
</tr>
</tbody>
</table>
3. Shortlist for Presentations

Motion by: Sharon Heal-Eichler to invite AECOM to provide oral presentations
Seconded by: Bryan Eichler
Votes: Affirmative (5)

Motion by: Bryan Eichler to invite Booth Design Group, to provide oral presentation.
Seconded by: Sharon Heal-Eichler
Votes: Affirmative (5)

Motion by: Sharon Heal-Eichler to not invite Hardeman-Kempton and Tony Monk Design to provide oral presentation.
Seconded by: Mike Frederick
Votes: Affirmative (5)

Motion by: Sharon Heal-Eichler to invite Gause and Associates. to provide oral presentation
Seconded by: Mike Frederick
Votes: Affirmative (5)

Motion by: Sharon Heal-Eichler to invite Vanasse Hangen Brustlin, Inc. to provide oral presentation
Seconded by: Bryan Eichler
Votes: Affirmative (5)

Motion by: Bryan to invite Stantec Consulting Services, Inc. to provide oral presentation
Seconded by: Sharon Heal-Eichler
Votes: Affirmative (5)

Motion by: Bryan Eichler to invite the 5 firms to provide oral presentation
Seconded by: Mike Frederick
Votes: Affirmative (5)

Meeting Adjourned at 1035
City of St. Petersburg  
**Meeting Agenda Ranking**  
Procurement and Supply Management

**Title:** RFQ No. 3809 Consulting Services for Landscape Architect Services  
**Meeting Date:** Friday, April 27, 2018  
**Time:** 3:30 p.m.  
**Place:** Conference Room 500

<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: Brejesh Prayman (Chair), John Norris, Sharon Heald-Eichler, Bryan Eichler, Michael Frederick</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Staff: Neal Jones</td>
</tr>
<tr>
<td>b. Florida's Open Meeting Law – FS 286.011 (NJ)</td>
<td></td>
</tr>
<tr>
<td>c. CCNA – FS 287.055 (NJ)</td>
<td>Chair opened the floor up for discussion of SOQ's, Q&amp;A, and presentations</td>
</tr>
<tr>
<td>2. Deliberations after Statement of Qualifications, including Q&amp;A and presentations/interviews (Strengths and Weaknesses)</td>
<td></td>
</tr>
<tr>
<td>a. AECOM Technical Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>b. Booth Design Group, Inc.</td>
<td></td>
</tr>
<tr>
<td>c. Gause and Associates, Inc.</td>
<td></td>
</tr>
<tr>
<td>d. Stantec Consulting Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>e. Vanasse Hangen Brustlin, Inc.</td>
<td></td>
</tr>
<tr>
<td>3. Recommendation for Award</td>
<td>Motion by: John Norris recommended AECOM Technical Services, Inc., Booth Design Group, Stantec Consulting Services, Inc., and Vanasse Hangen Brustlin, Inc. for award</td>
</tr>
<tr>
<td></td>
<td>Seconded by: Bryan Eichler</td>
</tr>
<tr>
<td></td>
<td>Votes: Affirmative (5)</td>
</tr>
<tr>
<td>4. Adjournment</td>
<td>Meeting adjourned at 1600</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2018-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF AECOM TECHNICAL SERVICES, INC., BOOTH DESIGN GROUP, INC., STANTEC CONSULTING SERVICES, INC., AND VANASSE HANGEN BRUSTLIN, INC. TO PROVIDE MISCELLANEOUS PROFESSIONAL LANDSCAPE ARCHITECT SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 16, 2018, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 6809 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firm(s) to provide miscellaneous professional Landscape Architect Services; and

WHEREAS, on February 16, 2018, the Procurement & Supply Management Department received eleven (11) statement of qualifications in response to the RFQ; and

WHEREAS, on April 9, 2018, the selection committee (Brejesh Prayman, John Norris, Sharon Heal-Eichler, Bryan Eichler, and Michael Frederick) met to discuss the statement of qualifications and shortlisted to five (5) firms; and

WHEREAS, the five (5) shortlisted firms were (1) AECOM Technical Services, Inc. ("AECOM"); (2) Booth Design Group, Inc. ("Booth Design"); (3) Gause and Associates, Inc.; (4) Stantec Consulting Services, Inc. ("Stantec"); and (5) Vanasse Hangen Brustlin, Inc. ("Vanasse Hangen"); and

WHEREAS, on April 27, 2017 the five (5) shortlisted firms made presentations to the selection committee and ranked AECOM, Booth Design, Stantec and Vanasse Hangen as the most qualified firms to provide miscellaneous professional landscape architect services; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreement ("A/E Agreement"); and

WHEREAS, the firms have agreed to the terms and conditions set forth in the A/E Agreement; and

WHEREAS, from time to time the City issues task orders to such firms in order for the firm to provide professional services in accordance with the A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of AECOM Technical Services, Inc., Booth Design Group,
Inc., Stantec Consulting Services, Inc., and Vanasse Hangen Brustlin, Inc. to provide miscellaneous professional Landscape Architect Services is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form architect/engineering agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00378777
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Fuller Subdivision Block 13 Replat, generally located between 16th Street North and 17th Street North, between Central Avenue and 1st Avenue North.

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create one lot from 12 platted lots. The zoning for the subject lots is Downtown Center (DC-2).

The plat will consolidate the block 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: Aerial, Resolution w Plat, Engineering Conditions dated March 8, 2018

APPROVALS:
Administrative: 
Budget: NA 
Legal: 

Signature: [Signature]

Date: [Date]
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF FULLER SUBDIVISION BLOCK 13 REPLAT, GENERALLY LOCATED BETWEEN 16TH STREET NORTH AND 17TH STREET NORTH, BETWEEN CENTRAL AVENUE AND 1ST AVENUE NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 18-20000001)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Fuller Subdivision Block 13 Replat, generally located between 16th Street North and 17th Street North, between Central Avenue and 1st Avenue North, is hereby approved, subject to the following conditions.

1. The applicants shall properly abandon all existing city utilities within the vacated alley within two (2) years 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.

2. Comply with Engineering conditions in the memorandum dated March 8, 2018, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
5-25-18
Planning & Economic Development Dept. Date

[Signature]
5/24/18
City Attorney (Designee) Date
FULLER SUBDIVISION BLOCK 13 REPLAT

BEING A REPLAT OF LOTS 1 THROUGH 16, BLOCK 13, FULLER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN FLAT BOOK 1, PAGE 16, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED RIGHT OF WAY, IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 18 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION:

The following are the legal descriptions of the property described above:

1. A tract of land located in the Northwest 1/4 of Section 24, Township 31 South, Range 18 East, City of St. Petersburg, Pinellas County, Florida, described as follows:

2. The property is more particularly described as follows:

REDEVELOPMENT:

The undersigned hereby certifies that the property described above is the parcel of land herein described as FULLER'S SUBDIVISION BLOCK 13 REPLAT. The property is subject to the following restrictions and conditions:

1. The property shall be developed in accordance with the approved plat.

2. The property shall be zoned for residential use only.

3. No commercial or industrial use shall be permitted.

4. The property shall be subject to all applicable laws and regulations.

5. The property shall be maintained in a clean and safe condition.

6. The property shall be subject to all applicable taxes.

AKNOWLEDGEMENT:

The undersigned, being duly sworn, acknowledges the foregoing description to be true and correct.

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:

The undersigned hereby certifies that the property described above is in compliance with the City of St. Petersburg, Pinellas County, Florida, Zoning Ordinance and that the property is subject to all applicable regulations.

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

The undersigned hereby certifies that the property described above is in compliance with the County of Pinellas, Florida, Zoning Ordinance and that the property is subject to all applicable regulations.

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

The undersigned hereby certifies that the property described above is in compliance with the City of St. Petersburg, Pinellas County, Florida, Zoning Ordinance and that the property is subject to all applicable regulations.

CONSENT TO PLAT:

The property described above is hereby consented to by the following individuals:

George F. Young, Inc. LL.B.
298 W. Arizona Avenue S.
St. Petersburg, Florida 33701
(727) 822-5155

NOTICE:

The plat, as recorded in the public records, is the official description of the subdivided land and is subject to any conditions or restrictions as provided in the plat or in the accompanying documents. If any portion of this plat is altered or modified, the alterations or modifications shall be recorded in the public records. The plat shall be subject to all applicable laws and regulations.

SIGNED:

George F. Young, Inc. LL.B.
298 W. Arizona Avenue S.
St. Petersburg, Florida 33701
(727) 822-5155

SHEET 1 OF 3
FULLER SUBDIVISION BLOCK 13 REPLAT
BEING A REPLAT OF LOTS 1 THROUGH 16, BLOCK 13, FULLER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 10, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED RIGHT OF WAY, IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.
TO: Iris Winn, Administrative Clerk, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: March 8, 2018
SUBJECT: Final Plat — Fuller Subdivision — Block 13 Replat
FILE: 18-20000001 R1

LOCATION AND PIN:
1600 1st Avenue North; 24/31/16/29718/013/0010/
1620 1st Avenue North; 24/31/16/29718/013/0030/
1628 1st Avenue North; 24/31/16/29718/013/0040/
1636 1st Avenue North; 24/31/16/29718/013/0050/
1644 1st Avenue North; 24/31/16/29718/013/0060/
1650 1st Avenue North; 24/31/16/29718/013/0070/
1662 1st Avenue North; 24/31/16/29718/013/0080/
1665 Central Avenue; 24/31/16/29718/013/0090/
1629 Central Avenue; 24/31/16/29718/013/0130/
None; 24/31/16/29718/013/0150/
1601 Central Avenue; 24/31/16/29718/013/0160/
1619 Central Avenue; 24/31/16/29718/013/0140/

ATLAS: H-2  ZONING: DC-2
PROJECT: Preliminary and Final Plat
REQUEST: Fuller Subdivision — Block 13 Replat

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. The existing 1" water main within the vacated alley must be properly abandoned. The applicant must coordinate with the City Water Resources department to abandon the main. All work for water main abandonment shall be performed by City forces at the sole expense of the applicant/developer.

2. As redevelopment occurs, the City's Water Resources department will provide water and fire service up to and including necessary backflow prevention devices at the expense of the developer.

3. The existing 8" sanitary sewer main, within the alley to be vacated, must be properly abandoned by and at the sole expense of the applicant. The following must be completed by the applicant/developer:
a) All portions of the existing sanitary sewer main in the vacated alley must be removed or physically disconnected from the public sanitary sewer system and filled with grout (to eliminate groundwater infiltration into the public sanitary sewer system).

b) Since the existing sanitary sewer main between public manhole H2-225 and H2-230 is VCP, it must be completely removed all the way to public manhole H2-225 (manhole in 17th Street N) because the VCP cannot be used for connection. This work shall be performed by and at the sole expense of the applicant/developer.

c) Sanitary sewer service must be provided to each proposed lot by and at the sole expense of the applicant/developer. Plans for providing the sanitary sewer service shall be in conformance with current City Engineering Standards and Specifications and shall be submitted to the City Engineering department for review/approval prior to redevelopment on the site. The applicant/developer shall be required to install a new PVC sanitary sewer service connection to public manhole H2-225, per current City Engineering Standards and Specifications.

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 and a sidewalk variance is obtained through the City’s Zoning division. Within the DC zoning district, 10-foot wide public sidewalks are required in the public right of way on all sides of the subdivision.

5. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

6. Existing granite curb within the right of way MUST remain granite and cannot be replaced with concrete curb. Prior to constructing new sidewalks, all road curb around the perimeter of the site shall be adjusted to have a 6" curb reveal by and at the sole expense of the applicant/developer, and all work shall be in compliance with current City Standards and Specifications.

7. Any existing road brick or granite curb found during demolition of the vacated alley shall remain the property of the City of St. Petersburg and shall be removed, neatly stacked, palletized, and returned to the City’s Maintenance Yard by and at the sole expense of the applicant/developer/contractor.

8. Per City 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.

9. 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. 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.

10. 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 qpd 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.

11. Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

12. 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 and prior to connection to or modification of City owned public infrastructure. All work shall be in compliance with current City Engineering Standards and Specifications and shall be performed by and at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

13. Upon redevelopment of the site, all existing redundant (abandoned) driveway approaches or drop curbing which exist within the public right-of-way around the perimeter of this project development shall be removed. Pavement surfaces associated with these approaches shall be completely removed from within the right-of-way and any existing drop curbing shall be removed and replaced with a raised curb to match existing curb type per current City Engineering Standards and Specifications.

14. Decorative acorn pedestrian level lighting owned by the City of St. Petersburg exists within the northern parkway of Central Avenue and at the southeast corner of the intersection of 17th Street and 1st Avenue North. This lighting must be protected from damage during redevelopment. The City’s contact for these lights is Marty Sorrentino, City Public Works Administration, phone 727-893-7495, email Marty.Sorrentino@stpete.org.

**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.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to sell the surplus, improved City-owned property located at 2527 – 31st Street South, St. Petersburg, to Smart Reentry "Incorporated", a Florida not-for-profit corporation, for the sum of $70,000; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On November 9, 2016, the City re-acquired an improved property with a single-family residence located at 2527 – 31st Street South, St. Petersburg ("Property"), through a mortgage foreclosure action against Ella J. White ("Mortgagor"), as a result of the Mortgagor defaulting on a loan issued by the City's Housing and Community Development Department ("Housing"). The Property is legally described as follows:

Lot 10, GATEWAY SUBDIVISION, in Section 35, Township 31 South, Range 16 East, as per plat thereof recorded in Plat Book 34, Page 26, Public Record of Pinellas County, Florida, less that part lying within 47.50 feet of the Survey Line on State Road S-693, Section 15590, said survey line being described as follows:

Commence at the Northwest corner of Lot 1, Block B, ALLQUIPPA SUBDIVISION, in Section 35, Township 31 South, Range 16 East, as per plat recorded in Plat Book 10, Page 55, Public Records of Pinellas County, Florida, said corner being 300 feet North 0 deg. 24' 50" East of the Southwest corner of Lot 11, Block B, ALLQUIPPA SUBDIVISION, run thence North 0 deg. 24' 50" East 29.94 feet to the Center Line of 26th Avenue South, thence North 89 deg. 46' 50" West 359.01 feet to begin said Survey Line description run thence North 00 deg. 07' 55" East 1,325.78 feet to the Northerly boundary of said Section 35 (Southerly boundary of Section 26, Township 31 South, Range 16 East), continue thence North 00 deg. 07' 55" East 629.20 feet to the Westerly extension of the Northerly boundary of Lot 10, Block C, ALLEN GAY SUBDIVISION, in said Section 26, as per plat thereof recorded in Plat Book 8, Page 35, Public Records of Pinellas County, Florida, at a point 181.96 feet, North 89 deg. 31' 25" West of the Northeast corner of said Lot 10.

Pinellas County Parcel I.D.: 35-31-16-30384-000-0100

Pursuant to City Council Resolution No. 2018-92 and CRA Resolution No. 2018-03, the City executed an Agreement for Sale and Purchase ("Contract 1") with Desolyn N. Brown at the then appraised value of $62,000, contingent upon the City completing repairs necessary to make the Property insurable. Following completion of the repairs, the City received notice that Ms. Brown was denied financing; and subsequently, the City and Ms. Brown terminated Contract 1 on May 3, 2018.
Housing requested Real Estate & Property Management ("Real Estate") to obtain an updated appraisal of the Property, which was conducted on May 15, 2018 by Lee L. Brand, Certified Residential Appraiser, who indicated the market value of the Property to be $70,000 ("Appraised Value"). Through discussions with Housing, Smart Reentry "Incorporated" ("Buyer"), a Florida not-for-profit corporation, executed an Agreement for Sale and Purchase ("Contract 2") for the Property at the Appraised Value, subject to City Council approval. SMART is an acronym for Self-Motivation After Release Training which is representative of the 501(c)3 non-profit organization that provides 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. The Buyer 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 guidelines.

Under Contract 2, the Buyer 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 any costs associated with the Buyer’s financing.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell the surplus, improved City-owned property located at 2527 – 31st Street South, St. Petersburg, to Smart Reentry "Incorporated", a Florida not-for-profit corporation, for the sum of $70,000; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Appraisal and Resolution

APPROVALS: Administration:  
Budget: N/A  
Legal: (As to consistency w/attached legal documents)
2527 – 31st Street South, St. Petersburg
Resolution No. 2018-______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL THE SURPLUS, IMPROVED CITY-OWNED PROPERTY LOCATED AT 2527 – 31st STREET SOUTH, ST. PETERSBURG, TO SMART REENTRY "INCORPORATED", A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE SUM OF $70,000; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 9, 2016, the City re-acquired an improved property with a single-family residence, located at 2527 – 31st Street South, St. Petersburg ("Property"), through a mortgage foreclosure action against Ella J. White ("Mortgagor"), as a result of the Mortgagor defaulting on a loan issued by the City's Housing and Community Development Department ("Housing"); and

WHEREAS, the Property is legally described as follows:

Lot 10, GATEWAY SUBDIVISION, in Section 35, Township 31 South, Range 16 East, as per plat thereof recorded in Plat Book 34, Page 26, Public Record of Pinellas County, Florida, less that part: Lying within 47.50 feet of the Survey Line on State Road S-693, Section 15590, said survey line being described as follows:

Commence at the Northwest corner of Lot 1, Block B, ALLIQUIPPA SUBDIVISION, in Section 35, Township 31 South, Range 16 East, as per plat recorded in Plat Book 10, Page 55, Public Records of Pinellas County, Florida, said corner being 300 feet North 0 deg. 24' 50" East of the Southwest corner of Lot 11, Block B, ALLIQUIPPA SUBDIVISION, run thence North 0 deg. 24' 50" East 29.94 feet to the Center Line of 26th Avenue South, thence North 89 deg. 46' 50" West 359.01 feet to begin said Survey Line description run thence North 00 deg. 07' 55" East 1,325.78 feet to the Northerly boundary of said Section 35 (Southerly boundary of Section 26, Township 31 South, Range 16 East), continue thence North 00 deg. 07' 55" East 629.20 feet to the Westerly extension of the Northerly boundary of Lot 10, Block C, ALLEN GAY SUBDIVISION, in said Section 26, as per plat thereof recorded in Plat Book 8, Page 35, Public Records of Pinellas County, Florida, at a point 181.96 feet, North 89 deg. 31' 25" West of the Northeast corner of said Lot 10. Pinellas County Parcel I.D.: 35-31-16-30384-000-0100; and
WHEREAS, pursuant to City Council Resolution No. 2018-92 and CRA Resolution
No. 2018-03, the City executed an Agreement for Sale and Purchase ("Contract 1") with Desolyn
N. Brown, at the then appraised value of $62,000, contingent upon the City completing repairs
necessary to make the Property insurable; and

WHEREAS, following completion of the repairs, the City received notice that Ms.
Brown was denied financing; and subsequently, the City and Ms. Brown terminated Contract 1
on May 3, 2018; and

WHEREAS, Housing requested Real Estate & Property Management ("Real
Estate") to obtain an updated appraisal of the Property, which was conducted on May 15, 2018 by
Lee L. Brand, Certified Residential Appraiser, who indicated the market value of the Property to
be $70,000 ("Appraised Value"); and

WHEREAS, through discussions with Housing, Smart Reentry "Incorporated"
("Buyer"), a Florida not-for-profit corporation, executed an Agreement for Sale and Purchase
("Contract 2") for the Appraised Value, subject to City Council approval; and

WHEREAS, under the Agreement, the Buyer 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 any costs associated with the Buyer’s
financing.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St.
Petersburg, Florida, that the Mayor, or his designee, is authorized to sell the surplus, improved
City-owned property located at 2527 – 31st Street South, St. Petersburg, to Smart Reentry
"Incorporated", a Florida not-for-profit corporation, for the sum of $70,000; and to execute all
documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Joshua A. Johnson, Director
Housing and Community Development

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to extend the term of the license agreement for a period of one (1) year with Pinellas Studio of Dance, Inc. ("PSD"), for the use of the second floor space (consisting of ±6,140 sq. ft.) within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg ("Premises"). Through the adoption of Resolution No.2017-364, on June 15, 2017, City Council approved a one-year License Agreement ("License"), with extensions for up to two (2) successive one (1) year term terms, that provided the Licensee use of the Premises for the primary purpose of providing instruction, classes and an annual special event for advanced dance students. This will be the first (1st) of the allowed extensions following the approval of the License, subject to City Council approval.

PSD has executed a First Amendment to License for a term of twelve months (12) months, with the right to renew for an additional 1-year term, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. PSD will provide instruction, classes and an annual special event for advanced dance students. The license fee will be three hundred dollars ($300.00) per month, plus applicable taxes during the term, due to the fact that the Premises is not a heated/air conditioned space. The Licensee is responsible for daily cleaning and removal of all trash and debris, in addition to providing and paying for all costs (including installation, deposits, and usage) for utilities, telephone services, internet, and cable television in association with its use of the Premises. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises. The License may be terminated without cause by either party with sixty (60) days written notice prior to the scheduled date of termination.
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (DC-2) Downtown Center-2.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustration and Resolution

**APPROVALS:**

- Administration: [Signature]
- Budget: N/A
- Legal: [Signature] (As to consistency w/attached legal documents)
ILLUSTRATION
(Pinellas Studio of Dance, Leasehold)
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO LICENSE AGREEMENT WITH PINELLAS STUDIO OF DANCE, INC., A FLORIDA CORPORATION, FOR USE OF ±6,140 SQ. FT. WITHIN THE ST. PETERSBURG SHUFFLEBOARD CLUB BUILDING LOCATED AT 559 MIRROR LAKE DRIVE NORTH, ST. PETERSBURG, FOR A PERIOD OF TWELVE (12) MONTHS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pinellas Studio of Dance, Inc. ("Licensee") desires to continue use of the second floor space (consisting of ±6,140 sq. ft.) of the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, which is classified as Parkland; and

WHEREAS, through the adoption of Resolution No. 2017-364, on June 15, 2017, City Council approved a one-year License Agreement ("License"), with extensions for up to two (2) successive one (1) year terms, that provided the Licensee use of the Premises for the primary purpose of providing instruction, classes and an annual special event for advanced dance students, subject to City Council approval; and

WHEREAS, the proposed First Amendment to License will be for a term of twelve (12) months, commencing July 1, 2018 and ending June 30, 2019 ("Renewal Term"), with the right to renew for an additional 1-year term, subject to City Council approval; and

WHEREAS, the Licensee will continue to pay a license fee of three hundred dollars ($300.00) per month, plus applicable taxes during the Renewal Term; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a First Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Michael J. Jellis, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Florida Fish and Wildlife Conservation Commission, to utilize certain City-owned submerged lands in Bayboro Harbor, as described herein, to operate the Fish and Wildlife Research Institute Moorage for a term of five (5) years; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate & Property Management ("REPM") received a request from the Florida Fish and Wildlife Conservation Commission ("FFWCC") to enter into a new license agreement for its continued use of a portion of the Bayboro Harbor to operate the Fish and Wildlife Research Institute Moorage ("Premises") that FFWCC has been permitted by the City of St. Petersburg to utilize since June, 2013, via the approval of Resolution No. 2013-208.

The term of the Agreement between the City of St. Petersburg and FFWCC is five (5) years, subject to the approval of City Council, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is ten dollars ($10.00) for the term. FFWCC will operate, maintain, launch, berth, store and moor research vessels for use by the Fish and Wildlife Research Institute’s students, guests, faculty and Administration to further its environmental and oceanographic research and education programs.

FFWCC is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of FFWCC’s use of the Premises. FFWCC is responsible, at its sole cost and expense, for maintenance of all improvements in the Premises, including any necessary dredging. The City is under no obligation to provide a replacement facility under any circumstances.

As submerged lands have no zoning classification, it is governed by the classification of the abutting uplands which are zoned Institutional Center – (IC). This Agreement is in compliance with Section 1.02(c)(2) of the City Charter which permits the leasing of commercially-zoned Park and Waterfront Property for a period not to exceed five (5) years with an affirmative vote of at least six (6) members of City Council.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Florida Fish and Wildlife Conservation Commission, to utilize certain City-owned submerged lands in Bayboro Harbor, as described herein, to operate the Fish and Wildlife Research Institute Moorage for a term of five (5) years; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations, Resolution, and Exhibit "A"

APPROVALS: Administration: Alan Patek

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Aerial Illustration
(Premises)
Resolution No. 2018 - ___

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE LICENSE AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, TO UTILIZE CERTAIN CITY-OWNED SUBMERGED LANDS IN BAYBORO HARBOR, AS DESCRIBED HEREIN, TO OPERATE THE FISH AND WILDLIFE RESEARCH INSTITUTE MOORAGE FOR A TERM OF FIVE (5) YEARS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Fish and Wildlife Conservation Commission ("FFWCC") desires to continue to utilize a portion of the Bayboro Harbor to operate the Fish and Wildlife Research Institute Moorage ("Premises"); and

WHEREAS, the FFWCC will operate, maintain, launch, berth, store and moor research vessels for use by the Fish and Wildlife Research Institute’s students, guests, faculty and Administration to further its environmental and oceanographic research and education programs; and

WHEREAS, the term of the Agreement between the City of St. Petersburg and FFWCC is five (5) years, subject to the approval of City Council, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the rental rate is ten dollars ($10.00) for the term; and

WHEREAS, FFWCC is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of FFWCC’s use of the Premises; and

WHEREAS, FFWCC is responsible, at its sole cost and expense, for maintenance of all improvements in the Premises, including any necessary dredging; and

WHEREAS, the City is under no obligation to provide a replacement facility under any circumstances; and
WHEREAS, the Premises are legally described in Exhibit "A"; and

WHEREAS, since submerged lands have no zoning classification, it is governed by the classification of the abutting uplands which in this case are zoned Institutional Center – (IC) resulting in this Agreement being in compliance with Section 1.02(c)(2) of the City Charter which permits the leasing of commercially-zoned Park and Waterfront Property for a period not to exceed five (5) years with an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a License Agreement with the Florida Fish and Wildlife Conservation Commission to utilize certain City-owned submerged lands in Bayboro Harbor, as described herein, to operate the Fish and Wildlife Institute Moorage for a term of five (5) years; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

[Signature]
City Attorney (Designee)
Legal: 00379380.doc v1

[Signature]
Bruce E. Grimes, Director
Real Estate and Property Management
EXHIBIT "A"
(The Legal Description of the Premises as prepared by George F. Young, Inc.)

A portion of the Northeast 1/4 of Section 30, Township 31 South, Range 17 East, Pinellas County, Florida being described as follows:

From the Southwest corner of Lot 1, Block 1, U.S.F. REPLAT, as recorded in Plat Book 79, Page 83, Public Records of Pinellas County, Florida, as a Point of Commencement; thence along the boundary of said Lot 1, the following three (3) courses: N.89°59'49"E., 150.00 feet; thence N.00°02'26"W., 50.00 feet; thence N.89°59'49"E., 578.14 feet to a point on the boundary of lands described in Official Records Book 4023, Page 1562, Public Records of Pinellas County, Florida; thence departing said Lot 1, along the boundary of lands described in said Official Records Book 4023, Page 1562, the following two (2) courses: S.00°01'00"E. 179.71 feet; thence S.45°01'16"E., 383.04 feet; to the POINT OF BEGINNING; thence continue along the said boundary, S.45°01'16"E., 110.72 feet, to the most Northerly corner of those lands as described in that certain license agreement, City of St. Petersburg Lease File No. L-3190; thence departing said boundary, S.44°58'44"W. along the Northwesterly line of those lands described in said license agreement, 120.00 feet; thence N.45°01'16"W., 110.72 feet; thence N.44°58'44"E., 120.00 feet to the POINT OF BEGINNING.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 14, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding in an amount not to exceed $12,350 for the Residential Clothes Washer Rebate Pilot Program ("Program") and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The Water Resources Department and the Southwest Florida Water Management District (SWFWMD) are proposing to enter into a FY2018 Cooperative Funding Agreement for the Residential Clothes Washer Rebate Pilot ("Program"), a new water conservation incentive project. During this pilot, the City and SWFWMD anticipate providing 100 rebates up to $125 to single family residential water customers to replace a high flow clothes washer with a high efficiency (HE) EPA Energy Star-certified residential model. Qualified high flow clothes washers will not be labeled as Energy Star or HE. Energy Star-certified washers meet strict water efficiency criteria with water savings of 35-50% and energy savings of 50% (EPA, 2016). While the $125 rebate covers a good portion of the purchase price difference compared to non-HE washers, it is expected that utility cost savings (estimated to be $190 a year) will cover the remaining gap within the first year or two of use. Promotional messages will highlight the participant’s estimated cost savings and payback period. The Program’s implementation plan will mimic the operation of the long-running Toilet Rebate Program and require staff pre-inspection of the high flow washer. On the Program application, there will be a signature affirmation that the old washer will not be given away or sold; the mandatory requirement is that it will be placed at the curb for pickup by the City of St. Petersburg. To ensure that monies spent on this conservation program meet the intended goal, the City will provide to program participants educational materials on indoor water conservation and leak detection, plus proper HE clothes washer operation.

The Agreement with the SWFWMD has a total project cost of $24,700. The City of St Petersburg agrees to fund 50% of the total cost or $12,350 and the SWFWMD agrees to fund 50% of the total cost or $12,350. The District’s Agreement includes provisions for indemnification and 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 or indemnification 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 minimal.
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 Residential Clothes Washer Rebate Pilot Program in an amount not to exceed $12,350 for the Residential Clothes Washer Rebate Pilot Program.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Conservation Administration (4202133), Clothes Washer Rebate Program (Project #TBD).

ATTACHMENTS: SWFWMD Agreement, Resolution.

APPROVALS:

[Signatures]
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR SWFWMD TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED $12,350 FOR THE RESIDENTIAL CLOTHES WASHER REBATE PILOT PROGRAM ("PROGRAM") AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Cooperative Funding Agreement ("Agreement") has been prepared between the Southwest Florida Water Management District ("SWFWMD") and the City of St. Petersburg, Florida ("City") for shared equal funding in the amount of $24,700 toward the Residential Clothes Washer Rebate Pilot Program ("Program"), a new water conservation incentive project; and

WHEREAS, in order to receive such funding, the City must execute a Cooperative Funding Agreement, which sets forth the obligations of the City and SWFWMD; and

WHEREAS, the agreement provides for reimbursement by SWFWMD for Project costs in an amount not to exceed $12,350; and

WHEREAS, the Program anticipates providing 100 rebates up to $125 to single family residential water customers to replace a high flow clothes washer with a high efficiency (HE) EPA Energy Star-Certified washer meeting strict water efficiency criteria at an estimated utility cost savings of $190 per year for participating households; 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 a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding in an amount not to exceed $12,350 for the Residential Clothes Washer Rebate Pilot Program.

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

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)          John E. Palenchar, P.E., Director
00379063                          Water Resources Department
COOPERATIVE FUNDING AGREEMENT (TYPE 1)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
CONSERVATION - ST. PETERSBURG RESIDENTIAL CLOTHES WASHER REBATE PILOT PROJECT (N890)

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 33716, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of a water conservation incentive program that will make available approximately 100 clothes washer rebates to residential customers, 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:
Vivianna Bendixson
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604
Project Manager for the COOPERATOR:
Christine Claus
City of St. Petersburg
1650 Third Avenue North
St. Petersburg, Florida 33731

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 Twenty Four Thousand Seven Hundred Dollars ($24,700). The DISTRICT agrees to fund PROJECT costs up to Twelve Thousand Three Hundred Fifty Dollars ($12,350), 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:
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 Residential Clothes Washer Rebate Pilot Project (N890) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 18CF0001037), 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 October 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 damage 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 documents 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:
JP Marchand, P.E.                      Date
Bureau Chief, Water Resources

CITY OF ST. PETERSBURG

By:
Kanika Tornalin                      Date
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 RESIDENTIAL CLOTHES WASHER REBATE PILOT PROJECT (N890)
EXHIBIT “A”
PROJECT PLAN

PROJECT DESCRIPTION
This PROJECT is a pilot water conservation incentive program that will make available approximately 100 rebates/credits to the COOPERATOR’S retail water customers up to $125 per clothes washer. This will provide for the purchase and installation of an Environmental Protection Agency (EPA) Energy Star certified high efficiency (HE) clothes washer for residential accounts that replace a high flow clothes washer. High flow clothes washers are washers not labeled as HE or Energy Star.

The PROJECT will conserve an estimated 1,500 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. REBATES/CREDITS – The COOPERATOR shall ensure all HE clothes washers meet the EPA’s Energy Star criteria. Additionally, the COOPERATOR shall provide proper disposal for all clothes washers being replaced.

2. PROGRAM ADMINISTRATION/INSPECTION – The COOPERATOR shall ensure that all newly installed HE clothes washers are inspected prior to issuance of rebates and ensure proper disposal of all replaced clothes washers. Inspections shall at a minimum include the following: 1) verification the clothes washer being replaced meets the qualification requirements for replacement and rebate under this Agreement, specifically that the replaced clothes washer is a high flow model; 2) confirmation of EPA Energy Star certification and label of newly installed HE clothes washers; 3) confirmation newly installed clothes washers show no evidence of leakage; and 4) confirmation of proper operation of newly installed clothes washers.

3. PROMOTION AND EDUCATION – The COOPERATOR shall promote the PROJECT through marketing and interaction with the plumbing industry and direct utility customers. The COOPERATOR shall provide participants with educational materials on indoor water conservation, leak detection and proper machine usage specific to HE clothes washers to ensure the HE clothes washers remain water conservative fixtures.

4. SAVINGS ANALYSIS – The COOPERATOR shall be responsible for a water savings analysis based on one full year of pre-implementation water use data and one full year of post-implementation 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 of HE clothes washers installed and rebates/credits issued; 2) full accounting of all funds expended under this Agreement; 3) description of all public awareness efforts; 4) customer surveys to determine the satisfaction with the HE clothes washers and the PROJECT; 5) description of old high flow clothes washer disposal methods; 6) all pertinent information regarding the program findings, associated conclusions and recommendations for future programs; and 7) calculation of water savings based on analysis in Task 4.

**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**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COMMENCE</th>
<th>COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothes Washer Rebates/Credits, Program Administration, Inspection, Promotion and Education</td>
<td>10/01/2017</td>
<td>04/01/2019</td>
</tr>
<tr>
<td>Savings Analysis</td>
<td>04/01/2019</td>
<td>04/01/2020</td>
</tr>
<tr>
<td>Draft Final Report</td>
<td>04/01/2020</td>
<td>07/01/2020</td>
</tr>
<tr>
<td>Final Report</td>
<td>07/01/2020</td>
<td>08/01/2020</td>
</tr>
</tbody>
</table>

**PROJECT BUDGET**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DISTRICT</th>
<th>COOPERATOR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Clothes Washer Rebates/Credits up to $125.00 each</td>
<td>$6,250</td>
<td>$6,250</td>
<td>$12,500</td>
</tr>
<tr>
<td>Program Administration and Inspection: 100 at $57 each</td>
<td>$2,850</td>
<td>$2,850</td>
<td>$5,700</td>
</tr>
<tr>
<td>Educational Materials, Program Promotion, and Surveys. Includes: printing, assembly, &amp; postage</td>
<td>$3,250</td>
<td>$3,250</td>
<td>$6,500</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td>$12,350</td>
<td>$12,350</td>
<td>$24,700</td>
</tr>
</tbody>
</table>

In no instance will the rebate exceed the actual cost of the rebated clothes washer. The above costs and quantities are estimated pending vendor contract costs.
MEMORANDUM

TO:       The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council
FROM:     Jacqueline M. Kovilaritch, City Attorney
DATE:     May 30, 2018
RE:       Vacant Assistant City Attorney Position

Due to the impending retirement of Kim Streeter and reassignment of Derrill McAteer to Kim’s area of responsibility, the Legal Department will be one attorney short of its normal strength. I have recommended, and the Mayor has appointed, an individual whom we feel is highly qualified for this open position.

Christina Boussias graduated with honors from the University of Florida Levin College of Law in 2017 and was admitted to The Florida Bar in the same year. She was in the top 12% of her class and excelled in pertinent coursework including Land Use Planning & Control, Florida Land Use Law, Natural Resource Law and Administrative Law. Prior to attending law school, Christina earned a Bachelor of Arts in English Literature from the University of South Florida. Christina has almost one year of experience working as an attorney and also completed an externship with the U.S. Department of Education, Office for Civil Rights. Christina’s assignments will include land use matters, ordinance drafting, contract work and related issues.

Your June 14, 2018 City Council meeting agenda will include a consent agenda item requesting that you confirm Christina Boussias as an Assistant City Attorney. This appointment will take effect immediately upon its adoption. Christina will begin employment on Monday June 18, 2018.

If you have any questions, please let me know.

Attachment

cc: Mayor Rick Kriseman
EDUCATION

University of Florida Levin College of Law
Juris Doctor, May 2017 *cum laude*
Cumulative GPA: **3.62 (Top 12%)**
Honors: Deans List- Fall 2014, Spring 2015, Fall 2015, Spring 2016
Book Award in Civil Procedure
Activities: General Board Member, *The Florida Moot Court Team*
- Quarter-Finalist, 2015 Emory Civil Rights & Liberties Moot Court Competition
- Member, Environmental & Land Use Law Society
Pertinent Classes:
- Land Use Planning & Control — A-
- Florida Land Use Law – A-
- Natural Resources Law – A
- Administrative Law – A

Emory University School of Law
Visiting Student: Fall 2016, Spring 2017
Cumulative GPA: **3.58** (visiting students are unranked)
Honors: Deans List- Fall 2016

University of South Florida
Bachelor of Arts, English Literature, 2012
GPA: **3.49**
Honors: National Society of Collegiate Scholars
Activities:
- Kappa Delta Sorority, Vice President of Community Service (May 2010-May 2011)
- Hellenic Cultural Society, President (May 2009-May 2010)

EXPERIENCE

Rissman, Barrett, Hurt, Donahue, McClain & Mangan, Associate Attorney
August 2017-Present
- Conduct and defend depositions, argue motions, compose and respond to discovery requests and communicate with clients regarding the status of cases
- Research and draft numerous motions, including motions for summary judgment and motions in limine

U.S. Department of Education, Office for Civil Rights Legal Extern
Summer 2016
- Analyzed complaints, school policies, communications records, legal memoranda, interview notes, and other evidence to identify violations of federal civil rights statutes and their implementing regulations
- Developed questions for and participated in complainant interviews for the purpose of clarifying complainant allegations, identifying potential witnesses, determining jurisdiction and discerning legal issues
- Monitored the implementation of a resolution contract to verify that the remedial actions agreed to by a school district were taken and to identify areas of noncompliance

Community Legal Services of Mid-Florida, AmeriCorps JD Legal Intern
Summer 2015
- Assisted staff attorneys in providing direct representation to clients with legal issues in the areas of family law, VA benefits, military discharge status upgrades, public benefits and other matters
- Supported staff attorneys by researching and writing memoranda, drafting pleadings, reviewing and summarizing personnel and medical records, and participating in outreach to collaborate with community organizations

SKILLS/INTERESTS

Interests: Contemporary fiction, Greek folk dancing.

BAR MEMBERSHIP

Florida, September 2017
A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA CONFIRMING THE APPOINTMENT OF CHRISTINA BOUSSIAS AS ASSISTANT CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council confirms the appointment by the Mayor, made upon the recommendation of the City Attorney, of Christina Boussias as Assistant City Attorney.

This resolution shall take effect 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: A resolution authorizing the Mayor to execute the Hurricane Irma Disaster Declaration (FEMA-4337-DR-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Irma ("Irma Documents"); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Irma Documents; and providing an effective date.

EXPLANATION: On September 10, 2017, the President issued a major disaster declaration designated FEMA-4337-DR-FL for the State of Florida as a result of Hurricane Irma ("Declaration"). The Declaration authorized Public Assistance in several Florida Counties including Pinellas.

As a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration.

In order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Public Assistance Funding Agreement as well as other documents related to this storm event ("Irma Documents").

The Mayor has designated the City Administrator as the person authorized to execute the Irma Documents concerning disaster relief funding under the Declaration.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor to execute the Hurricane Irma Disaster Declaration (FEMA-4337-DR-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Irma ("Irma Documents"); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Irma Documents; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: NA

APPROVALS:

[Signatures]

Administration  
Budget
Resolution No. ___

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE HURRICANE IRMA DISASTER DECLARATION (FEMA-4337-DR-FL) FEDERALLY FUNDED PUBLIC ASSISTANCE STATE AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AND ALL OTHER DOCUMENTS CONCERNING DISASTER RELIEF FUNDING, INCLUDING DIRECT ADMINISTRATIVE COSTS, FOR FEDERAL AND STATE ASSISTANCE FOR HURRICANE IRMA ("IRMA DOCUMENTS"); AUTHORIZING THE MAYOR TO DELEGATE SIGNATURE AUTHORITY TO THE CITY ADMINISTRATOR FOR THE PURPOSE OF EXECUTING THE IRMA DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 10, 2017, the President issued a major disaster declaration designated FEMA-4337-DR-FL for the State of Florida as a result of Hurricane Irma ("Declaration"); and

WHEREAS, the Declaration authorized Public Assistance in several Florida Counties including Pinellas; and

WHEREAS, as a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration; and

WHEREAS, in order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Public Assistance Funding Agreement as well as other documents related to this storm event ("Irma Documents"); and

WHEREAS, the Mayor has designated the City Administrator as the person authorized to execute the Irma Documents concerning disaster relief funding under the Declaration.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor is authorized to execute the Hurricane Irma Disaster Declaration (FEMA-4337-DR-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding, including direct administrative costs, for federal and state assistance for Hurricane Irma ("Irma Documents"); and the Mayor is authorized to delegate signature authority to the City Administrator for the purpose of executing the Irma Documents.

This resolution shall take effect immediately upon its adoption.

LEGAL: [Signature]

DEPARTMENT: [Signature]

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

SUBJECT:
A resolution approving agreements between the city of St. Petersburg, Florida, and MGA sculpture studio, LLC ("Artist"), for Artist to (i) design, fabricate, and install a piece of interior art entitled "Shielded" in the main entrance of the City’s new Police Headquarter Complex ("Complex") for a firm fixed price of $130,000, and (ii) design, fabricate, deliver, and oversee the installation of a piece of exterior art entitled "Gladiolus Blossom" to be installed in the main entry plaza of the Complex for a firm fixed price of $226,000; exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install "Shielded"; approving a transfer in the amount of $500,000 from the Public Safety Capital Improvement Fund (3025) to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $356,000 from the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayor’s Office Cultural Affairs division (0201777); authorizing the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION:
The Police Department Public Art Project Committee was established pursuant to Section 5-58 of the City Code to ensure that proper consideration was given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the Complex. A Request for Qualifications ("RFQ") was sent on July 17, 2017 inviting artists to submit applications to create a piece of art or multiple pieces of art for the Complex. As a result, the Committee received seventy-two (72) applications and selected five (5) of those as finalists to prepare and present to the Committee site-specific proposals. The Committee met on April 11, 2018 to hear the finalists’ presentations of their proposals and based on the site-specific proposals presented by Mark Aeling of MGA Sculpture Studio, LLC, the Committee selected Mr. Aeling to fully design and fabricate a piece of exterior art entitled “Gladiolus Blossom” to be installed in the main entry plaza of the Complex and design, develop and install a piece of interior art entitled “Shielded” inside the main entrance of the Complex. On May 1, 2018, the Public Arts Commission approved the Committee’s selection and recommends that City Council approve agreements for Artist to fully design and develop the “Gladiolus Blossom” (with install of this piece to be completed through the City’s contract with Ajax Building Corp.) for the main entry plaza; design, develop and install “Shielded” inside the main entrance of the Complex. Included with the total amount of the appropriation is $5,000 for professional liability insurance required by the general contractor and bond holder responsible for the installation.

The total budgeted cost for the Police Department Public Art project is $356,000 for two commissioned pieces; one to be placed in the main entrance, and one to be placed in the main entry plaza of the Complex. Work to be completed and installed in conjunction with the construction and completion of the new Complex.
The $144,000 remaining from the total $500,000 transfer has been reserved by the Public Arts Commission for an additional public art project at the Complex which will be presented to City Council for their approval in the near future.

RECOMMENDATION:
Administration recommends that City Council accept the recommendation made by the Police Department Public Art Project Committee and approved by the Public Arts Commission.

COST/FUNDING/ASSESSMENT INFORMATION:
Funds will be available after approval of a transfer in the amount of $500,000 from the unencumbered balance of the Public Safety Capital Improvement Fund (3025) to the Arts in Public Places Fund (1901) of which $356,000 is to provide for the design, fabrication, delivery, and installation of the artwork located at the City’s new police headquarter complex; authorizing a supplemental appropriation in the amount of $356,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayor’s Office Cultural Affairs division (0201777).

ATTACHMENTS:
(1) Sculpture Design Renderings
(2) Resolution
(3) Artist Agreement

APPROVALS:

[Signatures]
As we progress to the interior of the building we have a beautiful open atrium 3 stories high. When looking at this space I began to wonder what would complement this space, create visual interest, guide traffic flow and promote the ideals of what the police department represents to this community. I turned to another passion of mine, wings. What's not to love about a wing? They have what seems to be magical powers to defy gravity and create lift. So, I did some research on the historic meaning of different types of birds. Eagles are used symbolically across the globe they are the “King of Birds”. The “lion of the skies”. They embody power, authority, nobility and truth. There are also references to honesty and truthful principles. This seemed to me to be a good fit and it got me thinking about what it means to be “under someone's wing”. This phrase means quite literally to be guided or protected by someone. This is a perfect metaphor for what it is to enter into this facility.

“ Shielded” is a sculpture made of 222 individual cut aluminum feathers suspended from the ceiling. It’s about 30' long and varies in height from 15' on the side near the western wall of the lobby to 25' at the eastern entry area. The feathers are suspended individually and in small clusters creating an open somewhat abstract arrangement that from certain angles manifest into a full wing in the downward press of elevation. It will be illuminated from below so it can be seen from the street at night. Once again, we have a very visually compelling sculpture that is conceptually strong and works well to complement the existing architecture.
Gladiolus Blossom
“The Sword Flower”

Artist Statement:
I have been developing several areas of interest conceptually in recent projects. One of these interests involves the inherent math found in natural forms and, in particular, the reproductive components of plants. This is demonstrated in the sculpture 'Budding Vortex' created for a project in Tampa about 2 years ago. When considering the concept for the exterior sculptural element for the new police facility I was intrigued by the challenge of creating something that would welcome the public to the facility. I began to research the historical meaning of flowers and discovered that the Gladiolus shared its name with the gladiator and is the Latin root for sword. Named for its sword like shape. Apparently, gladiators would sometimes wear these flowers around their necks when going into battle. This flower also symbolizes strength of character and moral integrity. The Gladiolus has 6 petals which correlates to the 6 core values of the Saint Petersburg Police Department: Loyalty, integrity, honor, valor, transparency and service. In this sculpture, the six petals are fabricated from stainless steel they protect and nurture the essence of the flower at its core. In nature, this would be the pistol and stamen the reproductive organs of the plant that carry its future. In this sculpture, we find a gilded sphere at its center that represents our essence, the community. 'Gladiolus Blossom' sits on a low cast concrete and mosaic tile base in the plaza area above the steps near the entry to the facility. It stands Approximately 20' high including its basing element and will be illuminated by an LED lighting system at night that will focus light on the interior gilded sphere giving the sculpture a golden reflective radiance. This is a visually compelling, conceptually strong sculpture that will welcome the public to the facility and embody the core values of our police department.

MATERIALS
Stainless Steel
Gilded Sphere
Concrete w/Tile Mosaic Base

WEIGHT
approx 10,000 lbs

HEIGHT
20 feet w/base
Resolution No. 2018-______

A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND MGA SCULPTURE STUDIO, LLC (“ARTIST”), FOR ARTIST TO (i) DESIGN, FABRICATE, AND INSTALL A PIECE OF INTERIOR ART ENTITLED “SHIELDED” IN THE MAIN ENTRANCE OF THE CITY’S NEW POLICE HEADQUARTER COMPLEX (“COMPLEX”) FOR A FIRM FIXED PRICE OF $130,000, AND (ii) DESIGN, FABRICATE, DELIVER, AND OVERSEE THE INSTALLATION OF A PIECE OF EXTERIOR ART ENTITLED “GLADIOLUS BLOSSOM” TO BE INSTALLED IN THE MAIN ENTRY PLAZA OF THE COMPLEX FOR A FIRM FIXED PRICE OF $226,000.00; EXEMPTING AND WAIVING THE FLORIDA STATUTE AND CITY CODE PUBLIC CONSTRUCTION BOND REQUIREMENT FOR THE AGREEMENT FOR THE ARTIST TO DESIGN, FABRICATE, AND INSTALL SHIELDED; APPROVING A TRANSFER IN THE AMOUNT OF $500,000 FROM THE PUBLIC SAFETY CAPITAL IMPROVEMENT FUND (3025) TO THE ARTS IN PUBLIC PLACES FUND (1901); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $356,000 FROM THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901) RESULTING FROM THE ABOVE TRANSFER TO THE MAYOR’S OFFICE CULTURAL AFFAIRS DIVISION (0201777); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and
WHEREAS, the Police Department Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the City Code to ensure that proper considerations are given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the City’s new police headquarters complex ("Complex"); and

WHEREAS, on July 17, 2017, the Committee issued a Request for Qualifications ("RFQ") inviting artists to submit applications to create a piece of art or multiple pieces of art for the Complex; and

WHEREAS, the Committee received seventy-two (72) applications in response to the RFQ and selected five (5) of those as finalists to prepare and present to the Committee site-specific proposals; and

WHEREAS, on April 11, 2018, the Committee met to hear the finalists' presentations of their proposals; and

WHEREAS, based on the site-specific proposal for an exterior and interior piece presented by Mark Aeling of MGA Sculpture Studio, LLC ("Artist"), one of the finalists, the Committee selected Artist to fully design and fabricate a piece of exterior art entitled "Gladiolus Blossom" to be installed in the main entry plaza of the Complex and to fully design, fabricate, and install a piece of interior art entitled "Shielded" inside the main entrance of the Complex; and

WHEREAS, on May 1, 2018, the Public Arts Commission approved the Committee’s selection and recommends that City Council approve the agreements with the Artist; and

WHEREAS, the agreement for Artist to design, fabricate, and install Shielded involves the prosecution and completion of a public work requiring a public construction bond pursuant to Florida Statute Section 255.05(1) and City Code Section 2-254(a), unless City Council exempts Artist from executing a public construction bond pursuant to Florida Statute Section 255.05(1)(d) and waives the requirement pursuant to City Code Section 2-259; and

WHEREAS, Administration recommends that City Council grant an exemption and waiver from the public construction bond requirement for the agreement for Artist to design, fabricate, and install Shielded; and

WHEREAS, because Artist is not installing Gladiolus Blossom, the agreement for Artist to design, fabricate, deliver, and oversee the installation of Gladiolus Blossom is not subject to the public construction bond requirements of Florida Statute Section 255.05 or City Code Section 2-254(a); and

WHEREAS, the total allocation of funds to be deposited into the Arts in Public Places Fund for the police headquarters project pursuant to City Code Section 5-63 is $500,000; and
WHEREAS, funding for the agreements with the Artist require a transfer and supplemental appropriation of $356,000; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the agreements between the City of St. Petersburg, Florida, and MGA Sculpture Studio, LLC ("Artist"), for Artist to (i) design, fabricate, and install a piece of interior art entitled "Shielded" in the main entrance of the City's new police headquarters complex ("Complex") for a firm fixed price of $130,000, and (ii) design, fabricate, deliver, and oversee the installation of a piece of exterior art entitled "Gladiolus Blossom" to be installed in the main entry plaza of the Complex for a firm fixed price of $226,000.00 are hereby approved.

BE IT FURTHER RESOLVED that Artist is exempted from executing a public construction bond for the prosecution and completion of a public work for the agreement to design, fabricate, and install Shielded pursuant to Florida Statute 255.05.

BE IT FURTHER RESOLVED that the requirement under City Code Section 2-254(a) that the Artist obtain a public construction bond is waived pursuant to City Code Section 2-259.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unencumbered balance of the Public Safety Capital Improvement Fund (3025) to the Arts in Public Places Fund (1901):

| Public Safety Capital Improvement Fund (3025) | Arts in Public Places Fund (1901) | $500,000 |

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), the following supplemental appropriation for FY 2018:

| Arts in Public Places Fund (1901) | Mayor's Office Cultural Affairs Division (0201777) | $356,000 |

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the agreements.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreements and all other documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Legal 00380192

Budget

Administration
ARTIST AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of ________________, 2018 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and MGA Sculpture Studio, LLC ("Artist") (collectively, "Parties").

WITNESSETH:

WHEREAS, the Police Department Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the St. Petersburg City Code to ensure that proper considerations would be given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the City’s new police headquarter complex; and

WHEREAS, the Committee issued a Request for Qualifications ("RFQ") on July 17, 2017 inviting artists to submit applications to create a piece of interior art for the complex; and

WHEREAS, based on the site-specific proposal for an interior piece presented by Mark Aeling of MGA Sculpture Studio, LLC, one of the finalists for the RFQ, the Committee recommended to the City’s Public Arts Commission and the City of St. Petersburg City Council that Artist should be selected to fully design, develop and install a piece of interior art entitled “Shielded” inside the main entrance of the complex; and

WHEREAS, the City’s Public Arts Commission and the City of St. Petersburg City Council approved the Committee’s recommendations; and

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which this work of art shall be fully designed, fabricated and installed by Artist in the place designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Artwork - The work of art entitled “Shielded” which is to be fully designed, fabricated, and installed by Artist under this Agreement.

1.2 Site – Inside the enclosed atrium interior of the main entrance at the City of St. Petersburg’s new police headquarters complex, located at 1301 1st Avenue North, St. Petersburg Florida.
ARTICLE 2. SCOPE OF SERVICES

2.1. *Artwork Described.* Artist shall complete the design, development, fabrication, delivery and installation of the Artwork. The Artwork is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement.

2.2. *Independent Contractor.* Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.3. *Artist Responsibilities.* Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation of the Artwork, and shall comply with the following:

   A. Beginning on the Effective Date, Artist shall commence the final design, development, fabrication and installation of the Artwork in accordance with this Agreement.

   B. Artist shall provide the City with the specifications for the attachment points at the Site on or before July 16, 2018 to allow the City to build the appropriate infrastructure at the Site to support the Artwork.

   C. Final placement of the Artwork must be coordinated with and approved by the City before installation begins to ensure that no damage is caused to the Site.

   D. Artist shall submit monthly progress reports to the City upon written request.

   E. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture, or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as approved by the City.

   F. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.

   G. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall
be designed to withstand all conditions that could reasonably be expected to occur at the Site.

H. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than three (3) years after Final Acceptance.

I. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the construction and/or installation of the Artwork.

J. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”).

2.4. City's Right to Review Progress. The City shall have the right to review the progress of the Artwork at all reasonable times.

2.5. Ownership of Documents. Upon completion of the Artwork all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

ARTICLE 3. COMPENSATION

3.1. Firm Fixed Price. City shall pay Artist a firm fixed price of one hundred thirty thousand dollars ($130,000) ("Firm Fixed Price"), which shall constitute full compensation for all services performed (including any approved services provided prior to the Effective Date) and materials furnished by Artist under this Agreement, including Artist's fee.

3.2. Method and Schedule of Payment. The City shall pay each invoice within thirty (30) days after receipt, provided Artist is in compliance with the terms and conditions of this Agreement. The Firm Fixed Price shall be paid in the following installments, each payment installment to represent full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid upon receipt of the certifications and documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.

A. Phase I - The City shall pay Artist 20% of the Firm Fixed Price within thirty (30) days after the Effective Date. This amount is intended to cover the completion of the technical design and engineering of the Artwork, and shall coincide with commencement of fabrication by Artist.
B. Phase II - Artist shall invoice the City for 40% of the Fixed Firm Price within thirty (30) days after the City’s acceptance of the design and engineering documents for the Artwork. This amount is intended to cover materials and process fees.

C. Phase III – Artist shall invoice the City for 20% of the Firm Fixed Price after fabrication completion and the City’s acceptance of the fabricated Artwork following City inspection.

D. Phase IV - Artist shall invoice the City for the remaining 20% of the Firm Fixed Price after installation of the Artwork and after presenting to or obtaining from the City the following:
   i. Photos and documentation of completed fabrication of the Artwork and evidence that all required permits have been obtained,
   ii. A written bill of sale conveying title of the Artwork to the City,
   iii. Written instructions for the care, maintenance, preservation and handling of the Artwork pursuant to this Agreement,
   iv. A sworn statement of no liens, claims or other encumbrances for the Artwork pursuant to this Agreement,
   v. A written warranty for the Artwork pursuant to this Agreement,
   vi. Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons for the Artwork, and
   vii. Obtaining Final Acceptance (as defined herein) of the Artwork pursuant to this Agreement.

3.3. Availability of Funds. The performance by the City of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the City for the purposes of this Agreement for the current and any future fiscal period. The City shall appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.4. Travel and Other Expenses. Travel and other expenses will not be reimbursed except as provided in this Agreement. Artist's sole compensation shall be the Firm Fixed Price as described in this ARTICLE 3.
ARTICLE 4. TIME OF PERFORMANCE

4.1. *Time of Performance Described.* All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall complete and install the Artwork and submit all required documentation to the City no later than March 1, 2019.

4.2. *Extensions by City.* The City may grant Artist a reasonable extension of time in the event there is a delay on the City’s part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes “beyond Artist’s control.” Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.

4.3. *Special Extensions.* The City’s Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.

4.4. *Failure to Fulfill Obligations.* Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. *Presentations of Artwork While in Progress.* During the performance of this Agreement, Artist specifically grants to the City the right, at the City’s discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. *Acceptance of Artwork upon Completion.* Artist shall provide the City with written notice of completion after Artist completes and installs the Artwork and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City’s receipt of Artist’s written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications described herein or if Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure to provide documentation required pursuant to this Agreement (“Noncompliance”), the City shall give Artist written notice of such failure to accept, the reasons therefore and a reasonable opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, “Final Acceptance” means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.
ARTICLE 5. GENERAL CONDITIONS

5.1. **Assignment, Transfer or Subcontracting.** A material element of this Agreement is the personal skill, judgment and creativity of Mark Aeling at MGA Sculpture Studio, LLC. Therefore, Artist shall not assign, transfer or subcontract the creative or artistic portions of the Artwork to another party without the prior written approval of the City, which approval may be withheld in the City’s sole and absolute discretion.

5.2. **Nameplate.** Artist may, at Artist's expense, include a permanent and proper nameplate, which shall include the name of the Artwork, the name of Artist, and the date of completion. The content, design and location thereof must be mutually agreed to by Artist and the City. If Artist provides a nameplate or if no nameplate is provided and the City wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the nameplate should, at a minimum, include the information set forth in this Section 5.2.

5.3. **Public Records.**

   A. Artist shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Artist’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws from the Effective Date until the City issues its Final Acceptance (“Services Term”) or until earlier termination of this Agreement; and (iv) during the Services Term or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Artist’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Artist transfers all public records to the City upon expiration of the Services Term or earlier termination of this Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records after the expiration of the Services Term or earlier termination of this Agreement, Artist shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Artist shall be provided to the City in a format approved by the City.
B. **IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ARTIST’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein shall be construed to affect or limit Artist’s obligations including but not limited to Artist’s obligations to comply with all applicable Laws.

**ARTICLE 6. WARRANTIES**

6.1. **Warranty of Title.** Artist warrants that the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from the acts of Artist.

6.2. **Warranty of Quality.** Artist warrants that the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of three (3) years from Final Acceptance at Artist’s expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

6.3. **Warranty Regarding Useful Life.** Artist warrants that the Artwork will be designed, fabricated, and installed to have a useful life of at least twenty-five (25) years after Final Acceptance.

**ARTICLE 7. TITLE AND COPYRIGHT**

7.1. **Artist Responsibility.** Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's ownership interest in the Artwork and to effectuate any assignment and this Agreement.

7.2. **Title.** Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.
7.3. **Copyright.** Except ownership and possession, Artist retains all rights in and to the Artwork, including the right to use images of the Artwork for promotional purposes, and also including all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited by this Agreement or waived by Mark Aeling in Exhibit D, which is attached hereto and made a part hereof. In the event Artist records Artist’s identity and address with the Copyright Office, Artist shall notify the City of such recordation.

7.4. **Limitations on Artist Copyright.** The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to do so except with the written permission of the City.

7.5. **License to City.** Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

7.6. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This section 7.6 shall not apply if Mark Aeling exercises his right to prevent the use of his name as the author of the Artwork in accordance with applicable Laws or if Artist exercises its right to prevent the use of its name in association with the Artwork in accordance with this Agreement.

7.7. **Credit to City.** Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.

**ARTICLE 8. RISK OF LOSS AND INSURANCE**

8.1. **Damage.** Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. **Damage to Materials.** If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casually or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence of Artist or Artist’s employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City's
rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.

8.3. **Insurance.** Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as defined herein), and any subcontractor performing work covered by or related to this Agreement, from claims for damage for personal and bodily injury, including accidental death, as well as from claims of property damage, which may arise from operations under this Agreement whether such operations are by Artist and by any subcontractor or anyone directly employed by either of them in the amounts as follows, which shall remain in effect until Final Acceptance by the City:

A. **General Liability Insurance** including contractual liability and products and completed operations with coverage limits of at least $300,000 per occurrence protecting the City against all claims or demands that may arise.

B. **Automobile Liability Insurance** with minimum limits as set forth by Florida Statute.

C. **Workers’ Compensation Insurance** in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 for each accident, $100,000 for each employee for disease, and $500,000 total for all disease.

   i. The Indemnified Parties (as defined herein) must be shown as an additional named insured with respect to this coverage.

   ii. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.

   iii. The insurance policy required above shall be issued by a company authorized to do business in the State of Florida, with the following qualifications as to management and financial strength: the company must be rated not less than "A" as to management, and not less than Class "X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

   iv. Artist shall furnish a certificate of insurance on a standard ACORD form to the City prior to commencement of operations on the Site, which certificate shall clearly indicate that Artist and/or its subcontractors have obtained insurance in the type, amount and classification as required for strict compliance with this article and that no material changes or cancellation of
insurance will be effective without thirty (30) days prior written notice to the City, despite changes to or cancellation of insurance.

v. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

**ARTICLE 9. INDEMNIFICATION AND RELEASE**

9.1. *Indemnification.*

A. Artist shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Artist, its employees, agents, representatives or subcontractors; or

(ii) The failure of Artist, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws; or

(iii) Any negligent act or omission of Artist, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Artist, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of Artist, its employees, agents, representatives, or subcontractors; or

(v) Infringement or alleged infringement of the Artwork or any materials or parts contained in the Artwork upon any copyright, trademark, patent, or trade secret right of any party; or

(vi) Artist’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
B. The provisions of this Section 9.1 are independent of, and will not be limited by, any insurance required to be obtained by Artist pursuant to this Agreement or otherwise obtained by Artist, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

9.2. **Notice.** The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. **Release.** Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys' fees and costs, on account of injury to the person or property in connection with Artist's performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit "B".

**ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL**

10.1. **Maintenance.** The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefore provided pursuant to this Agreement for as long as the Artwork remains at the Site.

10.2. **Failure to Maintain Artwork.** In the event the City fails to maintain the Artwork in good condition, Artist shall have the right to prevent the use of Artist's name as author of the Artwork. In such event, Artist may require, by providing written notice to the City of such requirement, that the City remove any references to Artist on the nameplate accompanying the Artwork (if applicable) unless and until the Artwork is satisfactorily repaired.

10.3. **Restoration.** After Final Acceptance, the City shall have the right to determine when and if repairs and restoration to the Artwork will be made. To the extent practical, the City shall give Artist (i.e., MGA Sculpture Studio, LLC) notice, during Mark Aeling's lifetime, of any intended repairs or restoration and the opportunity to make or approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City's reasonable attempts to give Artist the opportunity to make or approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as
determined by the City) repairs or restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restoration, upon Artist’s fee for such services. If no agreement is reached as to Artist’s fee for such repairs or restoration, then the City may make repairs, restoration or other arrangements the City deems appropriate for the Artwork.

10.4. Alteration of the Artwork. Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems it is practical to obtain such approval.

10.5. Alteration of the Site. To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.

10.6. Removal of Artwork. The City has the right to remove the Artwork from the Site for any reason in the City’s sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City’s discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.

A. Relocation or Storage. To the extent practical, during Mark Aeling’s lifetime, the City shall notify Artist (i.e., MGA Sculpture Studio, LLC) if the City elects to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at Artist’s expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by Artist. Artist expressly acknowledges and understands that removal and subsequent relocation or storage of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, and Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may result from the Artwork’s removal and relocation or storage.

B. Disposition, Destruction, Sale, or Donation. To the extent practical, during Mark Aeling’s lifetime, the City shall give Artist (i.e., MGA Sculpture Studio, LLC) reasonable notice and opportunity (not to exceed ninety (90) days) to have the
Artwork returned to Artist at Artist's expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. Artist hereby expressly agrees to waive any rights it may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may occur as a result of such disposition, destruction, sale, or donation of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Default Defined. Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. Termination. In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated.

11.3. Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

ARTICLE 12. NOTICE TO PARTIES

12.1. Notice of Documents. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:

TO CITY:  
City of St. Petersburg  
Attention: Lynn Goodwin  
P.O. Box 2842  
St. Petersburg, FL 33731

TO ARTIST:  
MGA Sculpture Studio, LLC  
515 22nd St. S., Unit E  
St. Petersburg, FL 33712  
Attn: Mark Aeling
12.2. *Change of address.* Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. *Failure to Notify City of Change of Address.* If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

**ARTICLE 13. MISCELLANEOUS**

13.1. *Entirety of Agreement.* This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

13.2. *Surviving Covenants.* The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.

13.3. *Severability.* If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. *Captions.* Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. *Waiver.* No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.

13.6. *Law and Forum.* This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.

13.7. *Construction.* Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with
independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.8. **No Third Party Beneficiaries.** Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.9. **Incorporation by Reference.** Composite Exhibit C, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.10. **Further Assurances.** The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.11. **Exhibits.** Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

*(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)*
IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed:

CITY OF ST. PETERSBURG, FLORIDA
By: [Signature]
Print: [Print Name]
Title: [Title]
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:
[Signature]
City Clerk
(SEAL)

MGA SCULPTURE STUDIO, LLC:
Sign: [Signature]
Print: [Print Name]
Address: 515 2nd St S
St. Pete, FL 33704

STATE OF Florida)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 5th day of June, 2018, by Mark Akin, personally known to me as identification and who did take an oath.

WITNESSES AS TO ARTIST:
Sign: [Signature]
Print: [Print Name]

NOTARY PUBLIC:
Sign: [Signature]
Print: [Print Name]
State of Florida
My Commission No.: 06052592

APPROVED AS TO FORM AND CONTENT:
City Attorney (designee)

CATHY E. DAVIS
Commission # GG 052592
Expires March 12, 2021
Bonded Through Troy Fain Insurance 800-385-7019
ATTACHMENTS:

Exhibit A – Final Design and Description of Artwork

Exhibit B - Release of any person working on the Site or the Artwork

Composite Exhibit C - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation and Copyright Agreement and Assignment

Exhibit D – Release and Waiver of Rights under 17 U.S.C. § 106A
“Shielded” – The artwork to be installed in the lobby of the Police Station will be constructed of cut and hand formed aluminum feathers that will be arranged in the shape of an eagle’s wing. These feathers will be affixed to the ceiling of the Police Station using a mounting system suspended from the existing ceiling structure. This mounting system will be designed and fabricated by MGA Sculpture Studio who will consult with the City’s architect and general contractor for the building construction to coordinate its load requirements. The piece will be approximately 30’ long with proportional width.

The sculpture shown on the left in this rendering is referenced above.
Exhibit B
Release and Hold Harmless Agreement

THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this ___
day __________, 201_, by __________________, its heirs, successors and assigns
(collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of MGA Sculpture Studio, LLC ("Artist"), the City has agreed
to purchase a work of art (herein “Artwork”) and Worker has agreed with Artist to help implement
the Artwork by providing labor or other services.

WHEREAS, pursuant to the artist agreement between Artist and the City
dated __________, 2018 ("Artist Agreement"), Worker must execute this Agreement in favor
of the City prior to working on the Artwork or Site (as defined in the Artist Agreement) in order
to protect the Releasess (as defined herein) from certain liabilities.

NOW, THEREFORE, in order to induce the City to fund the Artwork and allow Worker
to work for Artist on the Artwork or Site and as consideration therefore, the Worker agrees as
follows:

1. Worker hereby releases and forever waives any and all present and future claims,
covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees,
servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred
to as "Releasess"), from and against all actions, claims, damages, liabilities, costs and expenses,
including but not limited to attorney’s fees and costs, on account of injury to the person or property
or resulting in death of the undersigned, whether arising out of or caused by the negligence of any
or all of the Releasess, or otherwise, or whether arising out of or caused by any defect, or presence
or absence of any condition of, or in or on any real property, premises, City property, the Site or
any thoroughfare while the undersigned is participating in any phase of the Artwork.

2. Worker agrees to indemnify and hold and save the Releasess harmless from any and all
damages, loss or liability occurring by reason of any injury of any person or property which may
occur as a result of or in connection with the implementation of the Artwork or occasioned by an
act or omission, neglect, or wrongdoing of the Worker.

3. Worker will, at Worker's own cost and expense, defend and protect the Releasess
against any and all such claims or demands which may be claimed to have arisen as a result of or
in connection with the implementation of the Artwork.

4. The undersigned expressly agrees personally that this Agreement is intended to be as
broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is
held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force
and effect.

WORKER

Exhibit B page 1 of 2
STATE OF ____________

COUNTY OF ____________

The foregoing instrument was acknowledged before me this ___ day of ____________, 201__, by ____________________, who is personally known to me or who has produced ____________________ as identification, and who did take an oath.

NOTARY PUBLIC

Sign __________________________
Print __________________________
My Commission No.:
COMPOSITE EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that MGA Sculpture Studio, LLC, for and in consideration of the sum of one hundred thirty thousand dollars ($130,000) lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art entitled "Shielded" consisting of cut and hand-formed aluminum feathers installed at the ceiling of the lobby of the Police Station located at 1301 1st Avenue North, St. Petersburg Florida.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, ______________, has hereunto set his hand and seal this ____ day of __________, 201__.

________________________________________
Address: __________________________________
______________________________
STATE OF ____________  )
COUNTY OF ___________  )

The foregoing instrument was acknowledged before me this ___ day of __________, 201__, by ______________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign __________________________________________
Print __________________________________________
State of ______________________________________
My Commission No.: ____________________________
My Commission expires: _________________________

Composite Exhibit C page 1 of 6
WARRANTY: SHIELDED

MGA Sculpture Studio, LLC ("Artist"), hereby warrants the work of art entitled "Shielded" consisting of cut and hand-formed aluminum feathers installed at the ceiling of the lobby of the Police Station, to be free from defects in materials or workmanship for three (3) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, _____________ has hereunto set his hand and seal this ___ day of ______, 201__.

______________________________

Address: _________________________

______________________________

STATE OF _____________ )

COUNTY OF _____________ )

The foregoing instrument was acknowledged before me this ___ day of ____________, 201__, by _____________, who is personally known to me or who has produced _________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________________________

Print ____________________________________________

State of _______________________________________

My Commission No.: _______________________________

My Commission expires: ____________________________

Composite Exhibit C page 2 of 6
CONTRACTOR'S AFFIDAVIT: SHIELDED

STATE OF FLORIDA    )
COUNTY OF PINELLAS  )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ______________, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of ______________, 20__., between MGA Sculpture Studio, LLC and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of cut and hand-formed aluminum feathers installed at the ceiling of the lobby of the Police Station., for a total price of one hundred thirty thousand dollars ($130,000) to be paid to MGA Sculpture Studio, LLC and that said installation is now completed and finished.

That MGA Sculpture Studio, LLC has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of one hundred thirty thousand dollars ($130,000) to MGA Sculpture Studio, LLC in full satisfaction and discharge of said agreement.

____________________
Sign:
____________________
Address:

STATE OF ______________ )
COUNTY OF ______________ )

The foregoing instrument was acknowledged before me this _____ day of ______________, 20__, by ______________, who is personally known to me or who has produced ______________ as identification and who did take an oath.

NOTARY PUBLIC:

____________________
Sign ____________________
____________________
Print ____________________

State of

My Commission No.: ____________________
My Commission expires: ____________________
AFFIDAVIT OF NO LIENS: SHIELDED

STATE OF _______________ )
COUNTY OF _______________ )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ________________________, who after being first duly sworn by me on oath deposes and says:

1. ________________________ is the owner of a work of art consisting of cut and hand-formed aluminum feathers installed at the ceiling of the lobby of the Police Station.

2. There are no liens, claims or other encumbrances on the work of art and ________________________ is the sole owner and creator of said work of art.

3. ________________________ has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of one hundred thirty thousand dollars ($130,000).

______________________________
Address: ________________________

______________________________

STATE OF _______________ )
COUNTY OF _______________ )

The foregoing instrument was acknowledged before me this ___ day of ____________, 201__, by ________________________, who is personally known to me or who has produced ________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ______________________________________
Print ______________________________________
State of __________________________________
My Commission No.: ________________________
My Commission expires: ________________________
APPROVAL AND ACCEPTANCE OF ARTWORK
“Shielded”

MGA Sculpture Studio, LLC ("Artist") has completed the work of art consisting of cut and hand-formed aluminum feathers ("Artwork") installed at the ceiling of the lobby of the Police Station, in a manner that meets all the requirements of the Artist Agreement dated __________, 2018, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE: ______________________________

CITY OF ST. PETERSBURG, FLORIDA

BY: ________________________________

Print: ______________________________

Address: P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION AND INSTALLATION
“Shielded”

Artist: MGA Sculpture Studio, LLC
Artwork: Shielded
Location: Ceiling of the Lobby of the Police Station

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on __________, 2018, by and between MGA Sculpture Studio, LLC and the City of St. Petersburg, Florida.

Date: ________________________________

___________________________________

___________________________________

Composite Exhibit C page 5 of 6
COPYRIGHT AGREEMENT & ASSIGNMENT: SHIELDED

for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of cut and hand-formed aluminum feathers installed at the ceiling of the lobby of the Police Station, which work of art ("Artwork") is owned by ____________________________, hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

____________________________ further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which __________________________ holds to the City of St. Petersburg, Florida.

____________________________ further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

________________________________
Address:
________________________________
________________________________
STATE OF ____________  )
COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by __________________________, who is personally known to me or who has produced __________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign __________________________
Print __________________________
State of __________________________
My Commission No.: __________________________
My Commission expires: __________________________
Exhibit D

Release and Waiver of Rights under 17 U.S.C. § 106A

In consideration of payment received by MGA Sculpture Studio, LLC ("Artist") from the City of St. Petersburg, Florida ("City") for Artist designing, fabricating, delivering, and installing a work of art ("Artwork") inside the enclosed atrium interior of the main entrance at the City of St. Petersburg’s police headquarters complex, located at 1301 1st Avenue North, St. Petersburg Florida, pursuant to the agreement between the City and Artist dated [insert date], 2018 ("Agreement"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Mark Aeling, hereby waive, disclaim and terminate my rights to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990), in the following circumstances:

- The distortion, damage, destruction, or mutilation results, in whole or in part, from the acts of a party other than the City or the City’s officers, employees, agents, elected or appointed officials acting in their official capacity; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s failure to repair or restore the Artwork, regardless of the cause necessitating such repair or restoration; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s attempts to repair or restore the Artwork, provided that the City first gave Artist a reasonable opportunity to perform the repairs or restorations in accordance with Section 10.3 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s alteration of the installation site, provided the City complies with the requirements set forth in Section 10.5 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s temporary or permanent removal of the Artwork from the installation site and/or subsequent relocation, storage, disposition, destruction, sale, or donation of the Artwork, provided that the City complied with the requirements set forth in Section 10.6 of the Agreement; or
- The distortion, damage, destruction, or mutilation otherwise occurs in accordance with the process set forth 10.6 of the Agreement.

This waiver applies to the use of the Artwork to enhance the City’s police headquarters complex or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site.

I am retaining my rights to disclaim authorship of the Artwork as granted by 17 U.S.C. § 106A(a)(1)-(2); provided, however, that I agree if I exercise such rights to disclaim authorship, I thereby waive all other rights to the Artwork set forth in 17 U.S.C. § 106A, including all rights to prevent its distortion, damage, destruction, or mutilation, however caused.
I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this ___ day of ______________, 201__.

BY: ___________________________ Telephone: _______3473

Sign: __________________________

Mark Aeling

Address: 515 NW 62nd St., Ft. Lauderdale, FL 33312
ARTIST AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of __________, 2018 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and MGA Sculpture Studio, LLC ("Artist") (collectively, "Parties").

WITNESSETH:

WHEREAS, the Police Department Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the St. Petersburg City Code to ensure that proper considerations would be given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the City’s new police headquarter complex; and

WHEREAS, the Committee issued a Request for Qualifications ("RFQ") on July 17, 2017 inviting artists to submit applications to create a piece of exterior art to be installed at the complex; and

WHEREAS, based on the site-specific proposal for an exterior piece presented by Mark Aeling of MGA Sculpture Studio, LLC, one of the finalists for the RFQ, the Committee recommended to the City’s Public Arts Commission and the City of St. Petersburg City Council that Artist should be selected to fully design and fabricate a piece of exterior art entitled "Gladiolus Blossom" to be installed in the main entry plaza of the complex; and

WHEREAS, the City’s Public Arts Commission and the City of St. Petersburg City Council approved the Committee’s recommendations; and

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which this work of art shall be fully designed, fabricated, and delivered by Artist and installed by or through the City’s construction manager, Ajax Building Corporation ("Construction Manager") in the place designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Artwork** - The work of art entitled “Gladiolus Blossom” which is to be created, designed, fabricated, and delivered by Artist under this Agreement to be installed at the Site. The Artwork
is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement.

1.2 Site – Outside, in the main entrance plaza (specific location to be determined and agreed upon between the Parties) at the City of St. Petersburg’s new police headquarters complex, located at 1301 1st Avenue North, St. Petersburg Florida.

ARTICLE 2. SCOPE OF SERVICES

2.1 Independent Contractor. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.2 Artist Responsibilities. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation oversight for the Artwork, and shall comply with the following:

A. Beginning on the Effective Date, Artist shall commence the final design, development, and fabrication of the Artwork in accordance with this Agreement.

B. Final placement of the Artwork must be coordinated with the City. Artist shall provide the City with all information and services necessary to allow the City or City’s contractor to install the Artwork at the Site. Artist will be responsible for overseeing and approving the installation of the Artwork.

C. Artist shall be responsible for obtaining or ensuring that its subcontractor(s) obtain(s) all insurance required by the Construction Manager for the installation of the Artwork.

D. Artist shall submit monthly progress reports to the City upon written request.

E. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture, or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as approved by the City.

F. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.
G. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall be designed to withstand all conditions that could reasonably be expected to occur at the Site.

H. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than three (3) years from the date of installation.

I. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the fabrication and delivery of the Artwork.

J. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”).

2.3. **City's Right to Review Progress.** The City shall have the right to review the progress of the Artwork at all reasonable times.

2.4. **Ownership of Documents.** Upon delivery of the Artwork, all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

**ARTICLE 3. COMPENSATION**

3.1. **Firm Fixed Price.** City shall pay Artist a firm fixed price of two hundred twenty-six thousand dollars ($226,000) (“Firm Fixed Price”), which shall constitute full compensation for all services performed (including any approved services provided prior to the Effective Date) and materials furnished by Artist under this Agreement, including Artist's fee.

3.2. **Method and Schedule of Payment.** The City shall pay each invoice within thirty (30) days after receipt, provided Artist is in compliance with the terms and conditions of this Agreement. The Firm Fixed Price shall be paid in the following installments, each payment installment to represent full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid upon receipt of the certifications and documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.
A. Phase I - The City shall pay Artist 20% of the Firm Fixed Price within thirty (30) days after the Effective Date. This amount is intended to cover the completion of the technical design and engineering of the Artwork and shall coincide with commencement of fabrication by Artist.

B. Phase II - Artist shall invoice the City for 40% of the Fixed Firm Price within thirty (30) days after the City’s acceptance of the design and engineering documents. This amount is intended to cover materials and process fees.

C. Phase III – Artist shall invoice the City for 20% of the Firm Fixed Price after fabrication completion and the City’s acceptance of the fabricated Artwork following City inspection.

D. Phase IV - Artist shall invoice the City for the remaining 20% of the Firm Fixed Price after delivery of the Artwork, acceptance of the installation of the Artwork, and after presenting to or obtaining from the City the following:

i. Photos and documentation of completed fabrication of the Artwork and evidence that all required permits have been obtained,

ii. A written bill of sale conveying title of the Artwork to the City,

iii. Written instructions for the care, maintenance, preservation and handling of the Artwork pursuant to this Agreement,

iv. A sworn statement of no liens, claims or other encumbrances for the Artwork pursuant to this Agreement,

v. A written warranty for the Artwork pursuant to this Agreement,

vi. Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons for the Artwork, and

vii. Obtaining Final Acceptance (as defined herein) of the Artwork pursuant to this Agreement.

3.3. Availability of Funds. The performance by the City of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the City for the purposes of this Agreement for the current and any future fiscal period. The City shall appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.4. Travel and Other Expenses. Travel and other expenses will not be reimbursed except as provided in this Agreement. Artist’s sole compensation shall be the Firm Fixed Price as
described in this ARTICLE 3.

ARTICLE 4. TIME OF PERFORMANCE

4.1. *Time of Performance Described.* All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall complete and deliver the Artwork and submit all required documentation to the City no later than March 1, 2019.

4.2. *Extensions by City.* The City may grant Artist a reasonable extension of time in the event there is a delay on the City’s part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes “beyond Artist’s control.” Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.

4.3. *Special Extensions.* The City’s Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.

4.4. *Failure to Fulfill Obligations.* Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. *Presentations of Artwork While in Progress.* During the performance of this Agreement, Artist specifically grants to the City the right, at the City’s discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. *Acceptance of Artwork upon Completion.* Artist shall provide the City with written notice of completion after Artist completes fabrication and delivery of the Artwork, approves the installation of the Artwork, and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City’s receipt of Artist’s written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications described herein or if Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure to provide documentation required pursuant to this Agreement (“Noncompliance”), the City shall give Artist (i.e., MGA Sculpture Studio, LLC) written notice of such failure to accept, the reasons therefore and a reasonable
opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, "Final Acceptance" means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.

ARTICLE 5. GENERAL CONDITIONS

5.1. Assignment, Transfer or Subcontracting. A material element of this Agreement is the personal skill, judgment and creativity of Mark Aeling at MGA Sculpture Studio, LLC. Therefore, Artist shall not assign, transfer or subcontract the creative or artistic portions of the Artwork to another party without the prior written approval of the City, which approval may be withheld in the City’s sole and absolute discretion.

5.2. Nameplate. Artist may, at Artist's expense, include a permanent and proper nameplate, which shall include the name of the Artwork, the name of Artist, and the date of installation. The content, design and location thereof must be mutually agreed to by Artist and the City. If Artist provides a nameplate or if no nameplate is provided and the City wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the nameplate should, at a minimum, include the information set forth in this Section 5.2.

5.3. Public Records.

A. Artist shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Artist’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws from the Effective Date until the City issues its Final Acceptance ("Services Term") or until earlier termination of this Agreement; and (iv) during the Services Term or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Artist’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Artist transfers all public records to the City upon expiration of the Services Term or earlier termination of this Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records after
the expiration of the Services Term or earlier termination of this Agreement, Artist shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Artist shall be provided to the City in a format approved by the City.

B. **IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein shall be construed to affect or limit Artist's obligations including but not limited to Artist's obligations to comply with all applicable Laws.

**ARTICLE 6. WARRANTIES**

6.1. **Warranty of Title.** Artist warrants that the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from the acts of Artist.

6.2. **Warranty of Quality.** Artist warrants that the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of three (3) years from installation at Artist's expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

6.3. **Warranty Regarding Useful Life.** Artist warrants that the Artwork will be designed, fabricated, and installed to have a useful life of at least twenty-five (25) years after installation.

**ARTICLE 7. TITLE AND COPYRIGHT**

7.1. **Artist Responsibility.** Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's
ownership interest in the Artwork and to effectuate any assignment and this Agreement.

7.2. **Title.** Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.

7.3. **Copyright.** Except ownership and possession, Artist retains all rights in and to the Artwork, including the right to use images of the Artwork for promotional purposes, and also including all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited by this Agreement or waived by Mark Aeling in Exhibit D, which is attached hereto and made a part hereof. In the event Artist records Artist's identity and address with the Copyright Office, Artist shall notify the City of such recordation.

7.4. **Limitations on Artist Copyright.** The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to do so except with the written permission of the City.

7.5. **License to City.** Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

7.6. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This section 7.6 shall not apply if Mark Aeling exercises his right to prevent the use of his name as the author of the Artwork in accordance with applicable Laws or if Artist exercises its right to prevent the use of its name in association with the Artwork in accordance with this Agreement.

7.7. **Credit to City.** Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.

**ARTICLE 8. RISK OF LOSS AND INSURANCE**

8.1. **Damage.** Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to Artist delivering the Artwork, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. **Damage to Materials.** If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or
immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence of Artist or Artist’s employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City’s rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.

8.3. **Insurance.** In addition to Artist’s obligations set forth in Section 2.2C of this Agreement, Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as defined herein), and any subcontractor performing work covered by or related to this Agreement, from claims for damage for personal and bodily injury, including accidental death, as well as from claims of property damage, which may arise from operations under this Agreement whether such operations are by Artist and by any subcontractor or anyone directly employed by either of them in the amounts as follows, which shall remain in effect until Final Acceptance by the City:

A. General Liability Insurance including contractual liability and products and completed operations with coverage limits of at least $300,000 per occurrence protecting the City against all claims or demands that may arise.

B. Automobile Liability Insurance with minimum limits as set forth by Florida Statute.

C. Workers’ Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 for each accident, $100,000 for each employee for disease, and $500,000 total for all disease.

i. The Indemnified Parties (as defined herein) must be shown as an additional named insured with respect to this coverage.

ii. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.

iii. The insurance policy required above shall be issued by a company authorized to do business in the State of Florida, with the following qualifications as to management and financial strength: the company must be rated not less than "A" as to management, and not less than Class "X" as

iv. Artist shall furnish a certificate of insurance on a standard ACORD form to the City prior to commencement of operations on the Site, which certificate shall clearly indicate that Artist and/or its subcontractors have obtained insurance in the type, amount and classification as required for strict compliance with this article and that no material changes or cancellation of insurance will be effective without thirty (30) days prior written notice to the City, despite changes to or cancellation of insurance.

v. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

ARTICLE 9. INDEMNIFICATION AND RELEASE

9.1 Indemnification.

A. Artist shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Artist, its employees, agents, representatives or subcontractors; or

(ii) The failure of Artist, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws; or

(iii) Any negligent act or omission of Artist, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Artist, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of Artist, its employees, agents, representatives, or subcontractors; or
(v) Infringement or alleged infringement of the Artwork or any materials or parts contained in the Artwork upon any copyright, trademark, patent, or trade secret right of any party; or

(vi) Artist's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this Section 9.1 are independent of, and will not be limited by, any insurance required to be obtained by Artist pursuant to this Agreement or otherwise obtained by Artist, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

9.2. Notice. The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. Release. Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys' fees and costs, on account of injury to the person or property in connection with Artist's performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and overseeing installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit B.

ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL

10.1. Maintenance. The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefore provided pursuant to this Agreement for as long as the Artwork remains at the Site.

10.2. Failure to Maintain Artwork. In the event the City fails to maintain the Artwork in good condition, Artist shall have the right to prevent the use of Artist's name as author of the Artwork. In such event, Artist may require, by providing written notice to the City of such requirement, that the City remove any references to Artist on the nameplate accompanying the Artwork (if applicable) unless and until the Artwork is satisfactorily repaired.

10.3. Restoration. After Final Acceptance, the City shall have the right to determine when and if repairs and restoration to the Artwork will be made. During Mark Aeling's lifetime, to
the extent practical, the City shall give Artist notice of any intended repairs or restoration and the opportunity to make or approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City's reasonable attempts to give the opportunity to make or approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as determined by the City) repairs or restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restoration, upon Artist's fee for such services. If no agreement is reached as to Artist's fee for such repairs or restoration, then the City may make repairs, restoration or other arrangements the City deems appropriate for the Artwork.

10.4. Alteration of the Artwork. Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems it is practical to obtain such approval.

10.5. Alteration of the Site. To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.

10.6. Removal of Artwork. The City has the right to remove the Artwork from the Site for any reason in the City's sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City's discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.

A. Relocation or Storage. To the extent practical, during Mark Aeling's lifetime, the City shall notify Artist (i.e., MGA Sculpture Studio, LLC) if the City elects to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at Artist's expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by Artist. Artist expressly acknowledges and understands that removal and subsequent relocation or storage of the Artwork may subject the Artwork to
destruction, distortion, mutilation, or other modification, and Artist hereby expressly agrees to waive any rights it may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may result from the Artwork’s removal and relocation or storage.

B. Disposition, Destruction, Sale, or Donation. To the extent practical, during Mark Aeling’s lifetime, the City shall give Artist (i.e., MGA Sculpture Studio, LLC) reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to Artist at Artist’s expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may occur as a result of such disposition, destruction, sale, or donation of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Default Defined. Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. Termination. In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated.

11.3. Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

ARTICLE 12. NOTICE TO PARTIES

12.1. Notice of Documents. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:
TO CITY:
City of St. Petersburg
Attention: Lynn Goodwin
P.O. Box 2842
St. Petersburg, FL 33731

TO ARTIST:
MGA Sculpture Studio, LLC
515 22nd St. S., Unit E
St. Petersburg, FL 33712
Attn: Mark Aeling

12.2. Change of address. Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. Failure to Notify City of Change of Address. If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

ARTICLE 13. MISCELLANEOUS

13.1. Entirety of Agreement. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

13.2. Surviving Covenants. The covenants and obligations set forth in this Agreement shall survive the delivery of the Artwork and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.

13.3. Severability. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. Captions. Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. Waiver. No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.
13.6. **Law and Forum.** This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.

13.7. **Construction.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.8. **No Third Party Beneficiaries.** Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.9. **Incorporation by Reference.** Composite Exhibit C, the Bill of Sale, Warranty, Affidavit of No Liens, Approval and Acceptance of Artwork, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.10. **Further Assurances.** The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.11. **Exhibits.** Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

*(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)*
IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA
By: ____________________________
Print: __________________________
Title: __________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

________________________
City Clerk

MGA SCULPTURE STUDIO, LLC:

Sign: _________________________
Print: _________________________
Address: 5526 St Pete Blvd.
St Pete, FL 33712

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ______ day of ______, 2018, by ________________________ personally known to me or who has produced ________________________ as identification and who did take an oath.

NOTARY PUBLIC:

________________________
Cathy E. Davis
Print Cathy E. Davis
State of Florida
My Commission No.: G-052592

APPROVED AS TO FORM AND CONTENT:

________________________
City Attorney (designee)

document # 00380161
ATTACHMENTS:

Exhibit A – Final Design and Description of Artwork

Exhibit B - Release of any person working on the Site or the Artwork

Composite Exhibit C - Bill of Sale, Warranty, Affidavit of No Liens, Approval and Acceptance of Artwork, and Copyright Agreement and Assignment

Exhibit D – Release and Waiver of Rights under 17 U.S.C. § 106A
Exhibit A

Final Design and Description of Artwork

“Gladiolus Blossom” – The artwork to be installed at the entry plaza of the Police Station will be constructed of 316 stainless steel with a guided metal sphere. The sculpture will be approximately 20' tall including a cast concrete base and approximately 6' in diameter at the base increasing to approximately 18' in diameter at the top. The base element will allow seating around it’s perimeter as space allows. LED lighting is to be incorporated into the base design and will be coordinated with the existing lighting on the exterior of the building.

The sculpture shown on the right in this rendering is referenced above.
Exhibit B
Release and Hold Harmless Agreement

THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this 201___ day ________, 201_, by __________________, its heirs, successors and assigns (collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of MGA Sculpture Studio, LLC ("Artist"), the City has agreed to purchase a work of art (herein “Artwork”) and Worker has agreed with Artist to help implement the Artwork by providing labor or other services.

WHEREAS, pursuant to the artist agreement between Artist and the City dated ____________, 2018 ("Artist Agreement"), Worker must execute this Agreement in favor of the City prior to working on the Artwork or Site (as defined in the Artist Agreement) in order to protect the Releasees (as defined herein) from certain liabilities.

NOW, THEREFORE, in order to induce the City to fund the Artwork and allow Worker to work for Artist on the Artwork or Site and as consideration therefore, the Worker agrees as follows:

1. Worker hereby releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees, servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred to as "Releasees"), from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to attorney’s fees and costs, on account of injury to the person or property or resulting in death of the undersigned, whether arising out of or caused by the negligence of any or all of the Releasees, or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, City property, the Site or any thoroughfare while the undersigned is participating in any phase of the Artwork.

2. Worker agrees to indemnify and hold and save the Releasees harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of or in connection with the implementation of the Artwork or occasioned by an act or omission, neglect, or wrongdoing of the Worker.

3. Worker will, at Worker's own cost and expense, defend and protect the Releasees against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the implementation of the Artwork.

4. The undersigned expressly agrees personally that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Exhibit B page 1 of 2
WORKER

Sign: __________________________
Print: __________________________
Address: _______________________

STATE OF ___________ )
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 201__, by _______________________, who is personally known to me or who has produced ________________________ as identification, and who did take an oath.

NOTARY PUBLIC

Sign __________________________
Print __________________________
My Commission No.:
COMPOSITE EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that MGA Sculpture Studio, LLC, for and in consideration of the sum of two hundred twenty-six thousand dollars ($226,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art entitled “Gladiolus Blossom” consisting of 316 stainless steel, cast concrete base, an LED lighting system, and a gilded sphere to be installed outdoors in the entry plaza at the Police Station, located at 1301 1st Avenue North, St. Petersburg Florida.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, ________________, has hereunto set his hand and seal this ___ day of __________, 201__.

________________________
Address:

STATE OF ____________ )

COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 201__, by ________________, who is personally known to me or who has produced __________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign
Print
State of ____________________
My Commission No.: ____________________
My Commission expires: ____________________

Composite Exhibit C page 1 of 4
WARRANTY: GLADIOLUS BLOSSOM

MGA Sculpture Studio, LLC ("Artist"), hereby warrants the work of art entitled "Gladiolus Blossom" consisting of 316 stainless steel, cast concrete base, an LED lighting system, and a gilded sphere installed at the entry plaza at the Police Station to be free from defects in materials or workmanship for three (3) years from the date of installation. Artist shall immediately correct any such defects which appear during that period at Artist's own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, _____________ has hereunto set his hand and seal this ___ day of ________, 20___.

________________________

Address: ___________________________________________

____________________________________

STATE OF _____________ )

COUNTY OF _____________ )

The foregoing instrument was acknowledged before me this ___ day of ________, 20__, by _____________, who is personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________________________

Print ____________________________________________

State of _______________________________________

My Commission No.: _____________________________

My Commission expires: __________________________
AFFIDAVIT OF NO LIENS: GLADIOLUS BLOSSOM

STATE OF ___________ )
COUNTY OF ___________ )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, __________________________, who after being first duly sworn by me on oath deposes and says:

1. __________________________ is the owner of a work of art consisting of 316 stainless steel, cast concrete base, an LED lighting system, and a gilded sphere installed at the entry plaza at the Police Station.

2. There are no liens, claims or other encumbrances on the work of art and __________________________ is the sole owner and creator of said work of art.

3. __________________________ has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of two hundred twenty-six thousand dollars ($226,000).

_____________________________
Address: ________________________________

_____________________________

STATE OF ___________ )
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 20__, by __________________________, who is personally known to me or who has produced __________________________ as identification and who did take an oath.

NOTARY PUBLIC:

_____________________________
Sign

_____________________________
Print

_____________________________
State of

_____________________________
My Commission No.:

_____________________________
My Commission expires:
APPROVAL AND ACCEPTANCE OF ARTWORK
“Gladiolus Blossom”

MGA Sculpture Studio, LLC ("Artist") has completed the work of art consisting of 316 stainless steel, cast concrete base, an LED lighting system, and a gilded sphere ("Artwork"), installed at the entry plaza of the Police Station, in a manner that meets all the requirements of the Artist Agreement dated ______________, 2018, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE:__________________________

CITY OF ST. PETERSBURG, FLORIDA

BY: ____________________________
Print: __________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731
COPYRIGHT AGREEMENT & ASSIGNMENT: GLADIOLUS BLOSSOM

[Name] for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of 316 stainless steel, cast concrete base, an LED lighting system, and a gilded sphere installed at the entry plaza of the Police Station, which work of art ("Artwork") is owned by [Name], hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

[Name] further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which [Name] holds to the City of St. Petersburg, Florida.

[Name] further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

__________________________________________

Address: __________________________________

__________________________________________

STATE OF ________ )

COUNTY OF ________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by ________________________, who is personally known to me or who has produced ________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign____________________________________
Print___________________________________
State of_______________________________
My Commission No.:____________________
My Commission expires:__________________

Composite Exhibit C page 5 of 4
Exhibit D
Release and Waiver of Rights under 17 U.S.C. § 106A

In consideration of payment received by MGA Sculpture Studio, LLC ("Artist") from the City of St. Petersburg, Florida ("City") for Artist designing, fabricating, and delivering a work of art ("Artwork") to be installed outdoors in the main entrance plaza of the City of St. Petersburg's new police headquarters complex, located at 1301 1st Avenue North, St. Petersburg Florida, pursuant to the agreement between the City and Artist dated 2018 ("Agreement"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Mark Aeling, hereby waive, disclaim and terminate my rights to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990), in the following circumstances:

- The distortion, damage, destruction, or mutilation results, in whole or in part, from the acts of a party other than the City or the City's officers, employees, agents, elected or appointed officials acting in their official capacity; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s failure to repair or restore the Artwork, regardless of the cause necessitating such repair or restoration; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s attempts to repair or restore the Artwork, provided that the City first gaveArtist a reasonable opportunity to perform the repairs or restorations in accordance with Section 10.3 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s alteration of the installation site, provided the City complies with the requirements set forth in Section 10.5 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s temporary or permanent removal of the Artwork from the installation site and/or subsequent relocation, storage, disposition, destruction, sale, or donation of the Artwork, provided that the City complied with the requirements set forth in Section 10.6 of the Agreement; or
- The distortion, damage, destruction, or mutilation otherwise occurs in accordance with the process set forth in Section 10.6 of the Agreement.

This waiver applies to the use of the Artwork to enhance the City's police headquarters complex or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site.

I am retaining my rights to disclaim authorship of the Artwork as granted by 17 U.S.C. § 106A(a)(1)-(2); provided, however, that I agree if I exercise such rights to disclaim authorship, I thereby waive all other rights to the Artwork set forth in 17 U.S.C. § 106A, including all rights to prevent its distortion, damage, destruction, or mutilation, however caused.
I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this ___ day of ________________, 201__.

BY:

Sign: __________________________ Telephone: ________30273______

Mark Aeling

Address: 915 22nd St. S. St. Petersburg, FL 33712