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 Council Meeting, 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.sipete.org and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries. An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Setting October 18, 2018 as the public hearing date for the following proposed Ordinance(s):

1. *An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Public Transit Grant Agreement (PTGA) for the Airport Master Plan (Project #16151), to be executed by the City, as a requirement for receipt of Florida Department of Transportation (FDOT) funds (Grant) including but not limited to the Aviation Program Assurances (Grant Assurances), which, inter alia, require, among other assurances, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $32,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; authorizing a supplemental appropriation of $50,000 from the unappropriated balance of the Airport Capital Projects Fund (4033) to the Airport Master Plan Project (Project #16151); providing an effective date; and providing for expiration.*

2. A private initiated application requesting amendments to the Future Land Use Map and Official Zoning Map designations for four (4) parcels comprising a combined 4.294 acres located near the St. Petersburg Country Club, Inc. clubhouse within the Lakewood Estates neighborhood. The purpose of the proposed map amendments is to create single-family home sites. (City File FLUM-52) [Quasi-Judicial] [DELETED]
(a) Ordinance amending the Future Land Use Map designation from R/OS (Recreation/Open Space) to RL (Residential Low), or other less intensive use, for three parcels identified as "Area A," "Area B," and "Area C;"

(b) Ordinance amending the Official Zoning Map designation from NSE (Neighborhood Suburban Estate) to NS-2 (Neighborhood Suburban-2), or other less intensive use, for three parcels identified as "Area A," "Area B," and "Area C;"

(c) Ordinance amending the Future Land Use Map designation from R/OS (Recreation/Open Space) to RL (Residential Low), or other less intensive use, for one parcel identified as "Area D;"

(d) Ordinance amending the Official Zoning Map designation from NSE (Neighborhood Suburban Estate) to NS-2 (Neighborhood Suburban-2), or other less intensive use, for one parcel identified as “Area D.”

E. Reports

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

2. Approving amendments to the City’s Fiscal Policies and reaffirming the City’s Fiscal Policies as amended for Fiscal Year 2019

3. Sewer Report

(a) Approving the renewal of a blanket purchase agreement with Core & Main LP., for water and wastewater supplies for the Water Resources Department, at an annual cost of $2,500,000, for a total contract amount of $10,700,000.

(b) Acknowledging the selection of AECOM Technical Services, Inc. (AECOM) as the most qualified firm to provide professional engineering services for the Lift Station 63 Northeast Master Improvements Project; authorizing the Mayor or his designee to execute an architect/engineering agreement with AECOM for preliminary design services for the Lift Station 63 Improvements Project for an amount not to exceed $97,919; and providing an effective date. (Engineering Project No. 18092-111; Oracle No. 15809).

(c) Authorizing the Mayor to execute an agreement with the City of Gulfport, Florida to provide wastewater service to the City of Gulfport for a term of ten (10) years; including associated exhibit agreements addressing inflow and infiltration, industrial pretreatment and wet weather protocols; and providing an effective date.

(d) Authorizing the Mayor to execute an agreement with the City of Gulfport, Florida to provide water service to City of Gulfport for a term of ten (10) years; and providing an effective date.

(e) A resolution ratifying and approving an Interconnection Agreement and Memorandum of Understanding between the City of St. Petersburg, Florida and Duke Energy Corporation (“Duke”), with a retroactive effective date of August 27, 2018, for Interconnection services for the SWWRF Biosolids to Energy Project and Duke Energy for an amount not to exceed $115,000; and providing an effective date.
4. Approving a transfer in the amount of $250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) to provide funding for the St. Petersburg Museum of History; and providing an effective date.

F. New Business

1. Referring to the Health, Energy, Resiliency, & Sustainability (HERS) Committee an introductory discussion on Urban Agriculture by Robyn Keefe. (Councilmember Rice)

2. Referring to the Housing, Land Use, and Transportation Committee a discussion about pursuing the creation of an employer assisted housing program, with a focus on City of St. Petersburg employees and potential matching grants for private employers. (Councilmember Gabbard)

3. Requesting administration provide an update on the Tall Ship Lynx. (Councilmember Montanari)

G. Council Committee Reports

1. Committee of the Whole: Tropicana Field (9/6/18) [DELETED]

2. Budget, Finance & Taxation Committee (9/13/18)

3. Public Services & Infrastructure Committee (9/13/18)

4. Health, Energy, Resiliency & Sustainability Committee (9/13/18)

H. Legal

1. Settlement Mikel Fox v. City of St. Petersburg, Case No.: 16-001430-CI.


I. Public Hearings and Quasi-Judicial Proceedings

Public Hearings - 6:00 PM

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 Preliminary Assessment for Lot Clearing Number(s) LCA 1593.

2. Confirming Preliminary Assessment for Building Securing Number SEC 1239.

3. Confirming Preliminary Assessment for Building Demolition Number DMO 465.

4. Ordinance 347-H relating to existing municipal uses on park, wilderness or preserve property; amending Chapter 21, Parks and Recreation, Section 21-82, exclusions, of the St. Petersburg City Code; providing for severability of provisions.
First Reading and First Public Hearings

Setting September 2, 2011 as the second reading and second public hearing date for the following proposed Ordinance(s).

Second Reading and Second Public Hearings - 6:30 PM

5. Fiscal Year 2019 Tentative Budget and Proposed Millage Rate

   (a) A resolution adopting a proposed millage rate for the Fiscal Year ending September 30, 2019; and providing an effective date.

   (b) Ordinance 348-H making appropriations for the Fiscal Year ending September 30, 2019; making appropriations for the payment of the operating expenses of the City of St. Petersburg, Florida, including its utilities, and for the payment of principal and interest of revenue bonds, and other obligations of the City of St. Petersburg, Florida; making appropriations for the Capital Improvement Program of the City of St. Petersburg, Florida; making appropriations for the dependent special districts of the City of St. Petersburg Florida; adopting this appropriations ordinance as the budget for the City of St. Petersburg, Florida for the fiscal year ending September 30, 2019.

   (c) A resolution adopting the tentative budget for the Fiscal Year ending September 30, 2019; and providing an effective date.

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.

6. Ordinance 111-HL approving an owner-initiated Local Historic Landmark Designation of the New Redeemer Evangelical Lutheran Church, located at 4355 Central Avenue. (City File HPC 18-90300006)

7. Ordinance 112-HL approving an owner-initiated Historic Landmark Designation expanding the existing Roser Park Local Historic District to include three contributing properties located at 801, 823, and 829 10th Avenue South. (City File HPC 18-90300007)

8. Appeal of a decision by the Community Planning and Preservation Commission (“CPPC”) relating to the rehabilitation and expansion of the historic YMCA, located at 116 - 5th Street South. The CPPC decision established an October 9, 2018, deadline for conducting a formal public hearing to consider a Certificate of Appropriateness (“COA”) request, including possible variances, vacations, and minor easements. Failure to meet this deadline will result in the City formally closing the open COA application, thereby requiring the applicant to submit a new application and fee.

J. Open Forum
K. 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 an increase in the amount of $910,000 to the allocation for the agreement with Bayfront HMA Wellness Center, LLC, for quality health care and wellness services to City employees and eligible retirees and dependents, providing that the total contract amount shall not exceed $3,289,300.

2. Approving the renewal of a blanket purchase agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services, at an estimated annual cost of $255,000 for a total contract amount of $756,220.

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

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

(Procurement)

1. Approving the renewal of a contract purchase agreement with W.W. Grainger Inc., for facilities maintenance, repair and operating supplies in the amount of $225,000 for the Water Resources Department, for a total contract amount of $400,000.

2. Approving three-year blanket purchase agreements with Diamond R Fertilizer Co., Inc., Harrells, LLC, and Howard Fertilizer & Chemical Company, Inc. for fertilizer for the Parks & Recreation Department and Golf Courses, in the amount of $200,000.

(City Development)

3. A Resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to operate a daily fixed route trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.

4. A resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.

5. Authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service to provide exterior lighting within the City-owned property commonly known as the new Police Department Headquarters, located at approximately 150 – 14th Street North, St. Petersburg.

6. Authorizing the Mayor, or his designee, to execute a Lease Agreement with The Garden Club of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at 500 Sunset Drive South, St. Petersburg, within Coconut Park for a period of three (3) years, at an aggregate rent of $36.00; and waiving the reserve for replacement requirement for City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

7. A resolution authorizing the Mayor or his designee to execute Amendment No. 5 to the Agreement between the City of St. Petersburg and the Pinellas County Metropolitan
Planning Organization for the Central Avenue Bus Rapid Transit Corridor Enhancement Project (“Project”) to extend the Project completion date to September 30, 2020; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

(Leisure Services)

(Public Works)

(Appointments)


9. Confirming the Appointment of Mr. Motez Robinson to the South St. Petersburg CRA Citizen Advisory Committee

(Miscellaneous)

10. Approving the minutes of August 2, August 9, and August 23, 2018 City Council meetings.

11. Approving the extension of the Fire Protection Services Agreement with Pinellas County (“County”) for the provision of fire protection and suppression to the eastern portion of the Highpoint Fire Control District; authorizing the Mayor or his designee to execute the Extension of Fire Protection Services Agreement; and providing an effective date.

12. A resolution authorizing the Mayor or his designee to execute a Letter of Agreement and Contract with the Institute of Police Technology and Management at the University of North Florida in Jacksonville (“IPTM”) for pass through of funds from the Florida Department of Transportation (“FDOT”) in the amount of $75,302.40 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $75,302.40 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant Project (TBD); and providing an effective date.

13. A resolution authorizing the Mayor or his designee to accept $111,770.50 from Pinellas County (“County”) as the City’s share of the FY2017 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set forth in the County’s grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $111,770.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2017 Project (TBD); and providing an effective date.

14. Approving a transfer in the amount of $250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) to provide funding for the St. Petersburg Museum of History; and providing an effective date. [MOVED TO REPORTS AS ITEM E-4]

15. Resolution establishing the Clean Zone Time Period for the 2018 Major League Baseball Playoffs, including the World Series.

17. A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with the Pier Aquarium, Inc., a Florida non-profit corporation, for space within the City-owned Port Terminal Building located at 250 - 8th Avenue Southeast, St. Petersburg; 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.)
Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

Budget, Finance & Taxation Committee

Public Services & Infrastructure Committee

Housing, Land Use & Transportation Committee

Health, Energy, Resiliency & Sustainability Committee

Youth & Family Services Committee

CRA/Agenda Review

Committee of the Whole

City Council Meeting

Legislative Affairs & Intergovernmental Relations Committee

Co-Sponsored Events Committee
PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

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

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

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

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

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

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Public Transit Grant Agreement (PTGA) for the Airport Master Plan (Project #16151), to be executed by the City, as a requirement for receipt of Florida Department of Transportation (FDOT) funds (Grant) including but not limited to the Aviation Program Assurances (Grant Assurances), which, inter alia, require, among other assurances, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $32,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; authorizing a supplemental appropriation of $50,000 from the unappropriated balance of the Airport Capital Projects Fund (4033) to the Airport Master Plan Project (Project #16151); providing an effective date; and providing for expiration. Please scroll down to view the backup material.
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of September 20, 2018

TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council
FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Public Transit Grant Agreement ("PTGA") for the Airport Master Plan (Project #16151), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), which, inter alia, require, among other assurances, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $32,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; authorizing a supplemental appropriation of $50,000 from the unappropriated balance of the Airport Capital Projects Fund (4033) to the Airport Master Plan Project (Project #16151); providing an effective date; and providing for expiration.

EXPLANATION: Section 1.02 (c) (5) B of the St. Petersburg City Code authorizes City Council, by a single ordinance dealing with only a single encumbrance, receiving a public hearing and receiving an affirmative vote for at least six (6) members of City Council, to permit the recording of encumbrances on Albert Whitted Airport as follows:

Encumbrances or restrictions of up to twenty years for that property or portions of that property generally known as Albert Whitted Airport which would restrict the use of that property, or portions of that property, to airport uses each time such a restriction is executed. The Albert Whitted property is generally described as:

All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida

The funding secured through this ordinance is intended for the Florida Department of Transportation's ("FDOT") participation in the completion of a master plan for the Albert
Whitted Airport. An airport master plan is a Federal Aviation Administration ("FAA") prescribed planning process that should create a twenty (20) year development plan that will maintain a safe, efficient, economical and environmentally acceptable airport facility. Also included is the development of an Airport Layout Plan ("ALP") document. An up-to-date and approved ALP is required to be on file with the FAA if an airport wishes to be the recipient of federal aviation grants. Stakeholder participation and public outreach are key components of the master plan process. The industry average to conduct airport master plans is approximately every ten (10) years. The last time the City conducted a master plan for Albert Whitted Airport was 2005.

The City has previously secured a grant from the FAA that provides ninety percent (90%) of the project costs. The FDOT will provide up to eighty percent (80%) of the local airport’s ten percent (10%) match requirement for federal grants, which equates to eight percent (8%) of the total project costs, dropping the City’s match requirement to two percent (2%). The total cost breakdown would be as follows:

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<th>Amount</th>
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<tr>
<td>FAA (90%)</td>
<td>$360,000</td>
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<tr>
<td>FDOT (8%)</td>
<td>$32,000</td>
</tr>
<tr>
<td>City (2%)</td>
<td>$8,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$400,000</strong></td>
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Acceptance of any grants requires the City to meet certain grant assurances, including a 20-year commitment to keep the Albert Whitted Airport property as an operating airport.

Each ordinance may only address one encumbrance and requires the affirmative vote of six Council Members for adoption.

This is the First Reading of the ordinance.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Public Transit Grant Agreement ("PTGA") for the Airport Master Plan (Project #16151), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), which, *inter alia*, require, among other assurances, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $32,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; authorizing a supplemental appropriation in the amount of $50,000 from the unappropriated balance of the Airport...
Capital Projects Fund (4033) to the Airport Master Plan Project (Project #16151); providing an effective date; and providing for expiration.

**Cost/Funding/Assessment Information:** Revenues of up to $32,000 are to be received from the FDOT which will be used to cover up to eight percent (8%) of the total costs of the Airport Master Plan Project (#16151). The City’s two percent (2%) match of $8,000 is available through the Airport Capital Fund (4033). The FAA’s ninety percent (90%) portion of the project funding has already been secured. A portion of the funding ($350,000) for the Airport Master Plan Project (#16151) has been previously appropriated in the FY18 Airport Capital Projects Fund (4033), actual grant revenues from FDOT and FAA exceeded those programmed in the FY18 budget, therefore, a supplemental appropriation in the amount of $50,000 from the unappropriated balance of the Airport Capital Projects Fund (4033), resulting from these additional revenues, to the Airport Master Plan Project (#16151) is required.

Approvals:

Legal: [Signature]

Administration: [Signature]

Budget: [Signature]

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Ordinance No. __________

An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in the Public Transit Grant Agreement ("PTGA") for the Airport Master Plan (Project #16151), to be executed by the City, as a requirement for receipt of Florida Department of Transportation ("FDOT") funds ("Grant") including but not limited to the Aviation Program Assurances ("Grant Assurances"), which, inter alia, require, among other assurances, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in an amount not to exceed $32,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; authorizing a supplemental appropriation in the amount of $50,000 from the unappropriated balance of the Airport Capital Projects Fund (4033) to the Airport Master Plan Project (Project #16151); providing an effective date; and providing for expiration.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. Albert Whitted Municipal Airport is defined by the City of St. Petersburg, Florida, City Charter Section 1.02(c)(5) B. as: All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

Section Two. The Florida Department of Transportation ("FDOT") has indicated funding is available to provide up to eight percent (8%) of the total costs for the Airport Master Plan project (#16151).

Section Three. The restrictions contained in assurances ("Grant Assurances") which are set forth in the grant documents to be executed by the City, as a requirement for receipt of FDOT grants in an amount not to exceed $32,000, for projects described in Section Two of this ordinance, which require, among other assurances, that the City make available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City’s right, title or other interests in Albert Whitted Municipal Airport ("Airport") for non-airport compatible purposes, nor cause or permit any
activity or action on the Airport which would interfere with its use for airport purposes for a period not to exceed 20 years from the date of acceptance of the grant are authorized.

Section Four. The Mayor or his designee is authorized to accept the grant from the FDOT for additional funding in an amount not to exceed $32,000.

Section Five. The Mayor or his designee is authorized to execute all documents necessary to effectuate this ordinance.

Section Six. There is hereby approved a supplemental appropriation from the unappropriated fund balance of the Airport Capital Projects Fund (4033) the following supplemental appropriation for the Fiscal Year 2019:

Airport Capital Projects Fund (4033)

Airport Master Plan (Project #16151) $50,000

Section Seven. Severability. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional, it shall not affect the constitutionality of any other portion of this ordinance.

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

Section Nine. Expiration. In the event the FDOT fails to award the grant set forth in Section Two, above, within one year of the effective date of this ordinance, this ordinance shall expire.

Approvals:

Legal: [Signature]  Administration: [Signature]

Budget: [Signature]

Legal: 00397187.doc v1
The following page(s) contain the backup material for Agenda Item: The Program for Public Information (PPI) report that provides education to the public regarding flooding hazards within the City of St. Petersburg.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Report

Meeting of September 20, 2018

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

SUBJECT: A report for the NFIP/CRS Program for Public Information that provides education to the public regarding flooding hazards within the City of St. Petersburg.

SUMMARY:

The City of St. Petersburg formed a Program for Public Information (PPI) Committee (as recommended by FEMA) in 2015. This committee prepares, implements, and monitors a range of public information activities that meet specific local needs. Through this PPI planning process, projects are monitored, evaluated, and revised to improve their effectiveness by such committee. As a result of these meetings, a PPI report was developed. The PPI report must be submitted to City Council each year. The Community Rating System (CRS) credits the implementation of public outreach projects identified in the PPI document.

The report has updated insurance information for the past year. Additionally Table 4 messages were refined and updated. Outreach continues to be implemented to educate audiences about flooding and flood hazards.

RECOMMENDATION:

Administration recommends that City Council review the attached report.

ATTACHMENTS: Report

APPROVAL:

[Signature]

Administration

[8-24-18]

Date
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Mission Statement:

To protect public health and property by educating the community about flood hazards, flood insurance, proper building techniques for floodplains, and floodplain functions.

Section A: Background

St. Petersburg is impacted by storm surge and localized flooding. The PPI was introduced in 2014 to coordinate public outreach within City. The PPI involves stakeholders such as Tampa Bay Estuary Program, Tampa Bay Watch, Insurance Agents, Realtors, and Bankers, to create and track outreach projects and to create a unified message in order to better educate the public about flood hazards, flood insurance, building properly, and floodplain functions. The PPI will help encourage growth and stability in the face of flood hazards.

The Community Rating System is a part of the National Flood Insurance Program (NFIP). It provides reductions to flood insurance premiums in participating communities. Reductions are based on community floodplain management programs, including public information activities. To keep discounts, communities must continue to implement programs and provide status reports to the NFIP each year.

St. Petersburg has been an active participant of the CRS since 1992. Currently, the City is a CRS Class 5 community, which gives the residents up to 25% discounts on their flood insurance premiums in the Special Flood Hazard Area (SFHA). The City has created PPI guidelines to coordinated outreach efforts. This will benefit the City by further promoting the importance of protecting public health and property from flooding events.

This formal document serves as a reference guide and road map to enhance floodplain management, through outreach and education.

Section B: PPI Committee

There were five Initial meetings to develop the PPI document and there will be one meeting per quarter thereafter to review, update, and evaluate the PPI. Appendix A details the initial meetings.

The CRS Coordinator is acting as a facilitator to track, implement, and manage the program. The CRS Coordinator is not a part of the committee. Each year, the PPI committee considers the County’s flood problems, evaluates who needs to be informed about flood related topics, and reviews the inventory of projects that are already underway and a report is sent to City Council.

Committee candidates identified by the Building Official and the CRS Coordinator, were selected to ensure a broad representation for the community and maximize outreach potential to residents and businesses.

Formation of the committee and preparation of the PPI document followed the steps outlined in the CRS Coordinators Manual, Section 330, Developing a Program for Public Information.
**Committee Members**

The following lists the Committee members, affiliations, and job position, as January 2018:

<table>
<thead>
<tr>
<th>Name</th>
<th>Affiliation</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amber Boulding</td>
<td>City of St. Petersburg</td>
<td>Emergency Management</td>
</tr>
<tr>
<td>Amy Seeks</td>
<td>Smith &amp; Associates</td>
<td>Real Estate</td>
</tr>
<tr>
<td>Brandi Gabbard</td>
<td>City of St. Petersburg</td>
<td>City Council</td>
</tr>
<tr>
<td>Chris Dailey</td>
<td>Shore Acres Civic Assoc.</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Christina Simoniello, PhD</td>
<td>Texas A&amp;M</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Glen Richardson</td>
<td>Smith &amp; Associates</td>
<td>Real Estate</td>
</tr>
<tr>
<td>Jake Holehouse, CPCU</td>
<td>Heritage Insurance</td>
<td>Insurance</td>
</tr>
<tr>
<td>Jenelle Bunton</td>
<td>City of St. Petersburg</td>
<td>Public Information Officer</td>
</tr>
<tr>
<td>Mike Perry</td>
<td>City of St. Petersburg</td>
<td>Stormwater Department</td>
</tr>
<tr>
<td>Misty Cladas</td>
<td>Tampa Bay Estuary</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Rachel Arndt</td>
<td>Tampa Bay Watch</td>
<td>Stakeholder</td>
</tr>
<tr>
<td>Rick Dunn, CBO, CFM</td>
<td>City of St. Petersburg</td>
<td>Building Official</td>
</tr>
<tr>
<td>Steve Stapleton</td>
<td>Vandyk Mortgage</td>
<td>Banker</td>
</tr>
</tbody>
</table>
Section C: Community Needs Assessment

St. Petersburg is located in the southern portion of Pinellas County and is surrounded on three sides by water. It is the largest city in the county and has several smaller municipalities surrounding it. The City is a popular destination for tourists and is an economic engine in the area.

As of the 2018 census St. Petersburg has 263,255 residents, reported 82,300 buildings (as per Pinellas County Property Appraiser), and approximately 48% that are within its Special Flood Hazard areas. Half (50%) of all the buildings are slab-on-grade and are susceptible to flood damage from shallow flooding and drainage problems. The other 50% are elevated foundations. St. Petersburg also has significant waterfront properties that are subject to storm surges and sea level rise.

Subsection C: 1 – Flood Hazards: St. Petersburg is exposed to flooding from hurricanes, tropical storms, storm water runoff, and storm surges from Tampa Bay, Boca Ciega Bay, and the Gulf of Mexico, as well as flooding from St. Joes Creek and many small lakes within the area.

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

Areas of the City can be flooded from overwhelmed bayous, creeks, coastal sources, sheet flow, and local drainage ways. While the official FEMA Flood Insurance Rate Map designates the deeper riverine and coastal flood prone areas as A, AE, or VE zones, the entire City may be subject to flooding and the PPI should strive to reach all residents and business.

In most areas, especially outside the AE and VE Zones, flooding is relatively shallow. Residents get several days of warning before a coastal storm and can take steps to protect themselves from flooding if they have necessary information. The main purpose of the PPI is to ensure that residents and businesses are informed about flood events and how to protect their health and property during such events. Flood response preparations are part of ensuring that the community is well prepare and the City has a collection of outreach projects that can be deployed should a flood event be imminent.

Subsection C: 2 – Flood Insurance Data: One readily available source of information on flood hazards is flood insurance data. The following two statistics from the National Flood Insurance Program (NFIP) as the questions;

1) Where do people have flood insurance policies?
2) Where have flood insurance claims been paid?

After GIS analysis (The information is not displayed due to privacy protection) there are two areas that have a large concentration of claims, however, claims have been made all over the city. The
areas of concentrated claims have been found to have stormwater drainage issues associated with low lying areas and Pre-Firm structures.

The following chart displays the Flood Insurance Data as of January 29, 2018. There are currently 34,743 policies in force with 4,320 polices in non-SFHA’s.

Flood insurance is required as a condition of federal aid or federally-backed aid, mortgages or loans for structures located in a high hazard A, AE, or VE zones. Therefore, one would expect most policies to be in the A, AE, and VE zones. Approximately 42% of all structures within the city have insurance policies.

<p>| Table 1. Flood Insurance Data (as of 1/29/2018) |
| Community: St. Petersburg, City of Pinellas | State: Florida CID: 125148 |</p>
<table>
<thead>
<tr>
<th>Policies In Force</th>
<th>Premium</th>
<th>Insurance In Force</th>
<th>Number of Closed Paid Losses</th>
<th>$ of Closed Paid Losses</th>
<th>Adjustment Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>A01-30 &amp; AE Zones</td>
<td>30,024</td>
<td>$29,662,053</td>
<td>$6,368,910,000</td>
<td>4,092</td>
<td>$52,988,707.00</td>
</tr>
<tr>
<td>A Zones</td>
<td>40</td>
<td>$70,936</td>
<td>$9,631,000</td>
<td>42</td>
<td>$606,617.93</td>
</tr>
<tr>
<td>AO Zones</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>AH Zones</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>AR Zones</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>A99 Zones</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>V01-30 &amp; VE Zones</td>
<td>359</td>
<td>$671,070</td>
<td>$66,521,100</td>
<td>93</td>
<td>$569,196.10</td>
</tr>
<tr>
<td>V Zones</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>D Zones</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>52</td>
<td>$270,644.83</td>
</tr>
<tr>
<td>B, C, &amp; X Zone</td>
<td>1,253</td>
<td>$620,262</td>
<td>$273,821,300</td>
<td>232</td>
<td>$1,021,346.38</td>
</tr>
<tr>
<td>B, C, &amp; X Zone</td>
<td>3,067</td>
<td>$1,214,139</td>
<td>$917,056,000</td>
<td>49</td>
<td>$294,236.00</td>
</tr>
<tr>
<td>Total</td>
<td>34,743</td>
<td>$32,238,460</td>
<td>$7,635,939,400</td>
<td>4,560</td>
<td>$55,750,746.00</td>
</tr>
</tbody>
</table>

<p>| Table 2. Insurance Occupancy (as of 1/29/2018) |
| Community: St. Petersburg, City of Pinellas | State: Florida CID: 125148 |</p>
<table>
<thead>
<tr>
<th>Policies In Force</th>
<th>Premium</th>
<th>Insurance In Force</th>
<th>Number of Closed Paid Losses</th>
<th>$ of Closed Paid Losses</th>
<th>Adjustment Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>18,459</td>
<td>$23,701,095</td>
<td>$4,511,370,800</td>
<td>4,336</td>
<td>$54,097,637.04</td>
</tr>
<tr>
<td>2-4 Family</td>
<td>840</td>
<td>$635,844</td>
<td>$150,431,600</td>
<td>58</td>
<td>$498,813.86</td>
</tr>
<tr>
<td>All Other Residential</td>
<td>14,693</td>
<td>$5,864,614</td>
<td>$2,635,187,300</td>
<td>57</td>
<td>$253,424.30</td>
</tr>
<tr>
<td>Total</td>
<td>34,743</td>
<td>$32,238,460</td>
<td>$7,635,919,400</td>
<td>4559</td>
<td>$55,736,301.00</td>
</tr>
</tbody>
</table>
These statistics underscore two things:

1) The entire City is subject to flooding and the PPI should strive to reach all residents and businesses.

2) There are 18,459 active single-family policies and 21,206 buildings within the SFHA. Approximately 87% of the buildings have insurance policies within the SFHA. This PPI committee will strive to achieve 100% insurance coverage for all properties within the SFHA. Statistics show that many of the houses are pre-FIRM structures and insurance will help rebuild houses to current code when substantially damaged by flood events.

Subsection C: 3 – Repetitive flooding: Although the entire city is flood prone, certain areas have been harder hit than others. Using repetitive flood insurance claims, the City has identified two repetitive loss areas, Shore Acres and Riviera Bay.

Of the 82,300 buildings in the City, 373 policies have been paid at least two claims of $1000 over a 10 year period (FEMA’s definition of a repetitive loss property). There are 37 structures on FEMA’s repetitive loss list that have been relocated, elevated, or otherwise improved and are no longer subject to repetitive flood damage.

This analysis concludes two things:

1) St. Petersburg has two major areas that have repetitive loss claims, Shore Acres and Riviera Bay. These areas should be targeted with special projects to help mitigate the flooding in these areas through elevation, reconstruction, or drainage projects. The committee should identify ways to communicate messages about flood hazards to these areas in particular.

2) The city continues to work towards mitigating these structures to reduce the number of repetative loss structures. Currently the city is working on grants to elevate or demolish and reconstruct homes that have repetative losses due to flood events. Additionally the city council is working through the CRS program to ensure that any house that has been substantially damaged must rebuild to the current design elevation.

Subsection C: 4 – Social and Economic Needs:

The current Census data notes:

- 69% of the population White or Caucasian
- 23.5% of the population African American
- 7.7% are Hispanic or Latino
- 3.3% are Asian
- 17.1% are persons over the age of 65
- 18.2% are under the age of 18
- 16.4% of the population is considered below poverty level
- 32.2% of the population has a bachelor’s degree or higher
- The cost of living index is around 95
• The median household income is $48,183
• The per capita income is $30,206

These factors could create barriers to a public information program. It is important that the right venue, message, tools and resources be used to overcome obstacles in communication with each target audience.

These messages will need to be repeated and distributed in different forms, coming from different sources.

Section D: Target Audiences

Subsection D: 1 – Target Areas: The PPI Committee concluded that audiences in four target areas should be reached. Projects should be directed to all properties (residential, commercial, and public) in these areas:

Target Audience #1 – All Residences and Businesses in City: As past flooding and flood insurance claims indicate, residents and business in all areas of St. Petersburg need to be aware of flood hazard, flood insurance, and ways they can protect themselves from flooding. There are approximately 82,300 structures in the City.

Target Audience #2 – Council of Neighborhood Associations: Properties in the Repetitive Loss Areas have been hit more often by flooding, and have a greater need for flood protection information. There are 1,935 structures in the repetitive loss areas.

Target Audience #3 – Real Estate Agents: These companies are key to conveying information about flood hazards and flood insurance. It is important for these professionals to understand and have all the information they need about flood topics. This is done through the Pinellas County Realtor training classes.

Target Audience #4 – Builders: Building Contractors need to be knowledgeable of construction rules, post disaster repair rules, and possible mitigation grants that could help their customers protect their homes from flooding.

Target Audience #5 – Mortgage Brokers: Mortgage Brokers need to be knowledgeable of loans issued in the Special Flood Hazard Area and stipulations of mitigation grants.

Target Audience #6 – Surveyors: Surveyors need to be knowledgeable of properly completing elevation certificates for homes within Special Flood Hazard Areas and the FIRM’s for each community they are surveying.

Target Audience #7 – Insurance Agents: Insurance Agents need to be knowledgeable of the changing insurance rates, laws, CRS discounts, flood mitigation techniques that give discounts, and actuarially rating structures.
### Section E: Other Public Information Efforts

A key part of developing a PPI is knowing what other public information activities are reaching St. Petersburg residents. The information in Table 3 is based on past projects, staff research, and PPI committee members. The organizations are listed in alphabetical order.

<table>
<thead>
<tr>
<th>OP#</th>
<th>Description</th>
<th>Publication/Website</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>OP#1</td>
<td>Guide - Surviving the Storm</td>
<td>Hurricane Guide</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#2</td>
<td>Signs on Storm Drains</td>
<td>Only Rain Down the Drain</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#3</td>
<td>Homeowners Guide to Retrofitting</td>
<td>Publication from FEMA</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#4</td>
<td>Protecting Your Home from Flood Damage</td>
<td>Publication from FEMA</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#5</td>
<td>Protecting Utilities from Flood Damage</td>
<td>Publication from FEMA</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#6</td>
<td>What you need to know about the NFIP</td>
<td>Technical Bulletin</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#7</td>
<td>Flood Hazard Brochure</td>
<td>Utility Insert to all residents</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#8</td>
<td>Flood Hazard Brochure</td>
<td>Available in Building Dept waiting area</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#9</td>
<td>Flood Hazard Brochure</td>
<td>Available in MSC 1st Floor Kiosk</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#10</td>
<td>Flood Hazard Brochure</td>
<td>Available at City Hall</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#11</td>
<td>Flood Hazard Brochure</td>
<td>Available at main library turnstile</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#12</td>
<td></td>
<td></td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#13</td>
<td>City EM Pub Ed Program</td>
<td>Public Information Program from EM</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#14</td>
<td>Tampa Bay Times Articles</td>
<td>Varies articles about flooding or insurance</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#15</td>
<td>TBW Shoreline Cleanup</td>
<td>Yearly clean up program</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#16</td>
<td>Pinellas Co Property Appraiser Website</td>
<td>States if home is in flood zone</td>
<td>1 x per year</td>
</tr>
<tr>
<td>OP#17</td>
<td>City EM Shore Acres Surge Signs</td>
<td>Surge signs at the Shore Acres Fire Department</td>
<td>3 x per year</td>
</tr>
<tr>
<td>OP#18</td>
<td>Bay Point Elementary School</td>
<td>Know your flood risk, prepare, keep the waterway clean, hurricanes</td>
<td>Weekly</td>
</tr>
<tr>
<td>OP#19: St. Pete Science Fest</td>
<td>Hands on High Frequency Radar activities related to weather, storms, surge, and sea level</td>
<td>1 x year</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>OP#20: Bay Point Elementary Fall Festival</td>
<td>Hands on activities related to reduction of marine debris</td>
<td>1 x year</td>
<td></td>
</tr>
<tr>
<td>OP#21: Absolute Zero</td>
<td>Science Fair – Keep Waterways Clean and drains to the bay</td>
<td>1 x year</td>
<td></td>
</tr>
<tr>
<td>OP#22: Insurance Brochure BOAF</td>
<td>Brochure to Building Officials Organization about flood insurance</td>
<td>1 x year</td>
<td></td>
</tr>
<tr>
<td>OP#23: Real Estate Agent Flood Training</td>
<td>Training for Real Estate Agents</td>
<td>2 x year</td>
<td></td>
</tr>
<tr>
<td>OP#24: Hurricane Expo</td>
<td>Booth with Flood materials</td>
<td>1 x year</td>
<td></td>
</tr>
<tr>
<td>OP#25: WEBSITE <a href="http://www.pcpao.org/NFIP_Info_Resources.html">www.pcpao.org/NFIP_Info_Resources.html</a></td>
<td>Information and Resources Flood Ins Reform Act</td>
<td>Available 24/7</td>
<td></td>
</tr>
</tbody>
</table>
Section F: Messages and Outcomes

After accessing the communities public information needs, the PPI Committee identified the following as priority messages for 2018. Each message has a desired, measurable, outcome.

<table>
<thead>
<tr>
<th>Table 4. Messages and Desired Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Message</strong></td>
</tr>
<tr>
<td>A. Know your risk of flooding</td>
</tr>
<tr>
<td>B. Insure your property against flooding</td>
</tr>
<tr>
<td>C. Prepare, don’t be caught unaware</td>
</tr>
<tr>
<td>D. Keep your waterway clean</td>
</tr>
<tr>
<td>E. Build responsibly, higher keeps you drier</td>
</tr>
<tr>
<td>F. Don’t dump in the drains</td>
</tr>
<tr>
<td>G. Know your zone</td>
</tr>
<tr>
<td>H. Brake before creating wake</td>
</tr>
<tr>
<td>I. Know your rising tide</td>
</tr>
<tr>
<td>J. Get an Elevation Certificate</td>
</tr>
</tbody>
</table>
Section G: Projects and Initiatives
The PPI committee identified 16 projects and initiatives to be implemented in 2018. Projects are organized by target audience and message in Table 5.

Section H: Flood Response Preparations
In addition to projects that are implemented every year, the PPI Committee recommends projects to be implemented during and after a flood event. These projects are drafted and ready for release after a flood warning. Purposed projects are listed in Table 4.

Section I: Follow Up
The CRS Coordinator will monitor each project's development and results, as well as document input from PPI Committee members, City employees, and stakeholders participating in initiatives. All input will be sent by e-mail to Committee members for consideration and evaluation.

The PPI Committee will meet at least once each quarter to review the success of these projects and initiatives. At which time, the Committee will discuss changing or discontinuing projects.

At least once each year, the CRS Coordinator will draft an update to the table and send it to Committee members. The Committee will meet and review the outcomes of each individual activity to change, add, or approve based on feasibility and effectiveness. Table 4 (Messages and Desired Outcomes) will be revised, as will Table 5 if necessary. The resulting outcomes and revisions will be submitted as part of the City's annual recertification package to the Community Rating System and will be supplied to City Council.

Section J: Adoption
This document was approved by City Council on August 20, 2015. The PPI was evaluated and a report was sent to City Council on September 20, 2018.

Section K: Acronyms
A Zone: 100-year floodplain mapped by FEMA
AE Zone: 100-year floodplain mapped by FEMA with base flood elevations
CFM: Certified Floodplain Manager
CRS: Community Rating System
FRP: Flood Response Projects
OP: Outreach Projects
PPI: Program for Public Information
SFHA: Special Flood Hazard Area
VE Zone: Coastal high hazard 100-year floodplain mapped by FEMA
APPENDIX A

1st Meeting – November 5th, 2014: The Facilitator introduced the group and explained their roles. A Chair and Co-chair were appointed as well as a minute taker. The Facilitator then proceeded to review the PPI draft document with the committee.

Committee members in attendance:

Rick Dunn, Building Official and Floodplain Manager;
Robert Ballou, Division Chief: Emergency Management;
Carlos Frey, P.E., Storm Water Department;
Bill Griffiths, Tampa Bay Watch;
Jake Holehouse, Insurance Industry;
Ed Sherwood, Tampa Bay Estuary Program;
Dr. Chris Simoniello, Gulf of Mexico Coastal Ocean Observing System;
Amy Seeks, Smith & Associates Real Estate

Observing:

CeCe McKiernan, Florida Floodplain Managers Association;
John Ferguson, Re/Max;
Councilmember Jim Kennedy

John Ferguson asked to join the PPI committee after attending.

2nd Meeting – January 14th, 2015: The Facilitator reviewed the main goal of the PPI and set the committee to working on Table 4 population. Four initial target audiences were identified as Home and Business Owners, Neighborhood Associations, The Real Estate Community, and Architects and Builders.

Committee members in attendance:
Rick Dunn, Building Official and Floodplain Manager;
Robert Ballou, Division Chief: Emergency Management;
Carlos Frey, P.E., Storm Water Department;
Bill Griffiths, Tampa Bay Watch;
Jake Holehouse, Insurance Industry;
Ed Sherwood, Tampa Bay Estuary Program;
Dr. Chris Simoniello, Gulf of Mexico Coastal Ocean Observing System;
Amy Seeks, Smith & Associates Real Estate;
Rick Stiff, Emergency Management

Observing:

Councilmember Karl Nurse
3rd Meeting – April 8th, 2015: Review of revisions to PPI from courtesy review and completed Table 4. Update on adoption date by council and what is expected of committee for upcoming year.

Committee members in attendance:

Scott Crawford, Deputy Building Official
Rick Stiff, Emergency Management
Carlos Frey, P.E., Storm Water Department
Bill Griffths, Tampa Bay Watch
Jake Holehouse, Insurance Industry
Ed Sherwood, Tampa Bay Estuary Program
Amy Seeks, Smith & Associates Real Estate

Observing:

Melinda Pletcher

4th Meeting – July 15th, 2015: PPI Adoption Update. Review of PPI revised document and implementation of PPI. Discussed requirements of committee members after adoption and how often we would meet per year to discuss revisions and review document.

Committee members in attendance:

Rick Dunn, Building Official
Bob Ballou, Division Chief: Emergency Management
Carlos Frey, P.E., Storm Water Department
Bill Griffths, Tampa Bay Watch
Jake Holehouse, Insurance Industry
Dr. Chris Simioniello, Gulf of Mexico Coastal Ocean Observing System
Robert Clydesdale, City PIO representative
<table>
<thead>
<tr>
<th>Target Audience</th>
<th>Message(s)</th>
<th>Outcome(s)</th>
<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
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</thead>
<tbody>
<tr>
<td>All Residences and Businesses in City</td>
<td>Media Outreach</td>
<td>PI Officer</td>
<td>CRS Coordinator; TBW; Insurance Agent</td>
<td>Before, during, and after Hurricane Season and with Neighborhood Associations</td>
<td>Monthly</td>
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<td>A-C, E-F, H-I</td>
<td>Flyers/Brochures</td>
<td>All year</td>
<td>Real Estate, Insurance</td>
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<td>A-C, E-F, H-I</td>
<td>Meet with Specific Groups</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
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<tr>
<td>A-C, E-F, H-I</td>
<td>Promote Flood Insurance on Website through links to Floodsmart</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
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<tr>
<td>A-C, E-F, H-I</td>
<td>Track number of requests for map determinations</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
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<tr>
<td>A-C, E-F, H-I</td>
<td>Track number of website hits for Flood Research and Resources</td>
<td>CRS Coordinator</td>
<td>Monthly</td>
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<td></td>
<td>Encouraging Elevation Certificates</td>
<td>Building Department; Realtors; Insurance Agent; Owners of Pre-FIRM structures</td>
<td>Ongoing</td>
<td>Realtors/Insurance</td>
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<td>Stormwater Runoff Education</td>
<td>City Eng. Dept; TBW; Neigh. Assoc.; TBEP</td>
<td>Ongoing</td>
<td>TBEP, TBW</td>
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<td></td>
<td>Elevating Your Structure</td>
<td>City Building Dept.</td>
<td>Ongoing</td>
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<td>Guidebook</td>
<td>City Building Dept.</td>
<td>Ongoing</td>
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<td></td>
<td>Coastal Hazards</td>
<td>TBW; TBEP; CRS Coordinator</td>
<td>Yearly</td>
<td>TBW, TBEP</td>
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Table 5. Program for Public Information

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<thead>
<tr>
<th>Target Audience</th>
<th>Message(s)</th>
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<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
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</thead>
<tbody>
<tr>
<td>Target Area 2:</td>
<td>A - I</td>
<td></td>
<td>Agendas that have flood insurance information for each specific neighborhood</td>
<td>CRS Coordinator; Realtors; Insurance Agent</td>
<td>Ongoing</td>
<td>Realtors, Insurance Agents</td>
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<tr>
<td>Council of</td>
<td></td>
<td></td>
<td>Literature showing how to use website to determine flood risk</td>
<td>CRS Coordinator</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
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<tr>
<td>Neighborhood</td>
<td></td>
<td>A - B, H</td>
<td>How to lower risk</td>
<td>Insurance Agent; Building Dept.</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
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<tr>
<td>Associations</td>
<td></td>
<td>A - E, I</td>
<td>Increase awareness of wake flooding from vehicles</td>
<td>Insurance Agent; CRS Coordinator; Civic Association</td>
<td>Ongoing</td>
<td>Civic Association, Insurance Agent</td>
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<tr>
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<th>Project(s)</th>
<th>Assignment</th>
<th>Schedule</th>
<th>Stakeholder</th>
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<tbody>
<tr>
<td>Target Area 3:</td>
<td>A - C, E, H, I</td>
<td>A - B, E - F, H, I</td>
<td>Educate Agents about all flood zones</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Yearly</td>
<td>Realtors</td>
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<td>Real Estate</td>
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<td>Educate Agents about proper insurance based on structure type</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Yearly</td>
<td>Realtors</td>
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<td>Agents</td>
<td></td>
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<td>Seminars on current flood insurance info</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Yearly</td>
<td>Realtors</td>
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<td>Inform Homeowners about protecting home from flooding; street flooding</td>
<td>CRS Coordinator; Assoc. of Realtors</td>
<td>Ongoing</td>
<td>Realtors</td>
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Table 5. Program for Public Information

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<th>Schedule</th>
<th>Stakeholder</th>
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<tbody>
<tr>
<td>Target Area 4: Builders</td>
<td>F</td>
<td>F</td>
<td>Encouraging Elevation Certificates</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
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<td>Elevating Your Structure</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
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<td>Coastal Hazards</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
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<td>Guidebook</td>
<td>BOAF; CRS Coordinator</td>
<td>Yearly</td>
<td>BOAF</td>
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</thead>
<tbody>
<tr>
<td>Target Area 5: Mortgage Brokers</td>
<td>A, F, H</td>
<td>B, F, H</td>
<td>Educate Brokers about Mitigation Grants</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td>Mortgage Broker</td>
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<td>Educate Brokers about FIRMs</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td>Mortgage Broker</td>
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<td>Help Brokers educate homeowners about flood insurance</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
<td>Mortgage Broker</td>
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<tr>
<td>Target Audience</td>
<td>Message(s)</td>
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<td>Project(s)</td>
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<tr>
<td>Target Area 6: Surveyors</td>
<td>F, A</td>
<td>A, F</td>
<td>Flyers/Brochures</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
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<td></td>
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<td>Meet with specific groups</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
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<td>Educate about EC’s</td>
<td>CRS Coordinator</td>
<td>Yearly</td>
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</thead>
<tbody>
<tr>
<td>Target Area 7: Insurance Agents</td>
<td>A – B, H</td>
<td>A – B</td>
<td>Educate Agents about all flood zones</td>
<td>Insurance Agent</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
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<td></td>
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<td>H</td>
<td>Flyers/Brochures</td>
<td>CRS Coordinator</td>
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<td>H</td>
<td>How to lower risk</td>
<td>Insurance Agent; Building Dept.</td>
<td>Ongoing</td>
<td>Insurance Agent, Building Dept.</td>
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<td>Literature showing how to use website to determine flood risk</td>
<td>CRS Coordinator</td>
<td>Ongoing</td>
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The following page(s) contain the backup material for Agenda Item: Approving amendments to the City’s Fiscal Policies and reaffirming the City’s Fiscal Policies as amended for Fiscal Year 2019. Please scroll down to view the backup material.
City of St. Petersburg

MEMORANDUM
Finance Department and Budget and Management Department

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

FROM: Anne Fritz, CFO
Liz Makofske, Budget and Management Director

DATE: September 7, 2018

RE: Modifications to the FY19 Fiscal Policies

Background: At the August 23, 2018 meeting of the Budget, Finance and Taxation Committee the Finance and Budget and Management Departments presented proposed modifications to the city’s Fiscal Policies for Fiscal Year 2019. These modifications were approved by the BF&T Committee with two revisions: removing the Golf Course Operating Fund target balance modification to discuss at a later date and changing the Workers’ Compensation Fund target balance from 100% to 75% of long-term liabilities.

Below is a description of the recommended modifications to the city’s Fiscal Policies as revised by the BF&T Committee on August 23, 2018:

Explanation:

1) Fund Balance Targets - Beginning on page 6 of the attached Fiscal Policies the Administration recommends the following modifications to the targets for various funds:

   a. Equipment Replacement Fund and Sanitation Equipment Replacement Funds - The two existing equipment replacement funds, the Equipment Replacement Fund and the Sanitation Equipment Replacement Fund, have a current target fund balance of 25% of equipment replacement cost. Administration recommends setting the target annually to 20% of equipment replacement cost. This target assumes an average five-year replacement cycle to better reflect the city’s vehicle replacement needs.

   b. Water Resources and Stormwater Equipment Replacement Funds (New Funds) – Two new equipment replacement funds were created in FY18 to provide separate accounting and funding for future equipment replacement for the Water Resources and Stormwater, Pavement and Traffic Operations Departments. Administration recommends setting the target annually to 20% of equipment replacement cost. This is in line with the above recommendation for the two existing equipment replacement funds.

   c. Water Resources, Stormwater Utility, and Sanitation Operating Funds – Administration recommends excluding the transfer to the three utility equipment replacement funds (Water Resources, Stormwater, and Sanitation) when calculating their respective operating fund target balances.

   d. Jamestown - The Jamestown Complex Fund has a target balance of 8.3%. The fund currently requires a subsidy from the General Fund to maintain its target balance.
Administration recommends no target balance requirement for the Jamestown Fund. Removing the target balance brings the fiscal policies in line with other subsidized enterprise funds.

e. **Workers’ Compensation** - The Workers’ Compensation Fund’s target balance is set by an actuarial study and amounts to 100% of long-term liabilities. Administration recommends that the target be reduced from 100% of the actuarial established long-term liability to 75% of the actuarial established long-term liability.

2) **Individual Fund Guidelines** - On page 11 of the attached Fiscal Policies the Administration recommends the following modifications to the individual fund guidelines:

   a. **Parking Fund** - The paragraph on individual fund guidelines for the Parking Revenue Fund contains a sentence stating, “Any funds not required for these purposes may be transferred to the General Fund after meeting any tax increment debt service shortfalls.” Funds in the Parking Fund are not pledged as backup to any debt. As there are no funds pledged as debt backup and to allow more flexibility, administration recommends removing the language, “after meeting any tax increment debt service shortfalls”.

3) **Penny for Pinellas Allocations (Update the future Penny for Pinellas allocations for the period 2020-2030)** - Beginning on page 13 of the attached Fiscal Policies are the changes to the Penny for Pinellas allocations. Administration proposes revising the fiscal policies to include the sales surtax allocation approved by City Council for the fourth round (2020-2030) of the Penny for Pinellas. The language referencing the third round (2010-2020) of the Penny of Pinellas will be removed after the third round has ended.

4) **Enterprise Capital Improvements** - Administration proposes adding language to the enterprise capital improvements section of the fiscal policies related to the 50/50 pay-as-you-go versus bond funding target for utility capital improvements and the city’s public utilities revenue debt (minimum coverage requirement and city target). Please see pages 14 and 15 of Fiscal Policies.

5) **Working Capital Calculation** - Administration proposes including a paragraph in the fiscal policies that defines the city’s working capital definition including what assets/liabilities are included or excluded. Please see page 5 of Fiscal Policies.

6) **Debt Policy** - Administration recommends that the debt section of our fiscal policies be amended to include items related to debt compliance. Please see pages 15 and 16 of Fiscal Policies.

**Recommendation/Action Required:** It is recommended that City Council adopt by resolution the recommended modifications to the city’s Fiscal Policies for FY19.

Attachments: Fiscal Policies with proposed modifications and resolution

**cc:** Mayor Rick Kriseman  
Dr. Kanika Tomalin, Deputy Mayor/City Administrator  
Tom Greene, Assistant City Administrator
RESOLUTION NO. 18

A RESOLUTION APPROVING AMENDMENTS
TO THE CITY’S FISCAL POLICIES AND
REAFFIRMING THE CITY’S FISCAL
POLICIES AS AMENDED FOR FISCAL YEAR
2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has adopted a comprehensive series of fiscal policies
that embody recognized sound financial management concepts ("Fiscal Policies"); and

WHEREAS, the Fiscal Policies are organized under four subject headings including General
Fiscal Policy, Fiscal Policy for Annual Operating Revenue and Expenses, Fiscal Policy on Investments
and Fiscal Policy for Capital Expenditure and Debt Financing; and

WHEREAS, annually, as part of the budget development process, the Administration reviews
and evaluates whether to recommend modifications to the Fiscal Policies; and

WHEREAS, the Administration has completed its review and after input from the Budget,
Finance and Taxation Committee recommends amendments to the Fiscal Policies to change fund
balance targets and exclude items from target balance calculations, modify individual fund guidelines,
update Penny for Pinellas allocations, add language to the Enterprise Capital Improvements and Debt
Policy sections, and add language defining the City’s working capital calculation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg,
Florida that the amendments to the Fiscal Policies of the City of St Petersburg, as reflected in the
redline document attached hereto, are hereby approved.

BE IT FURTHER RESOLVED that the Fiscal Policies as so amended are reaffirmed for
Fiscal Year 2019.

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT

Finance Department

Budget Department

APPROVED AS TO FORM AND SUBSTANCE

City Attorney

00398716
FISCAL POLICIES

The city of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts. These policies were originally approved by City Council in July 1980. Subsequently, the 1980 policies were updated and expanded, and codified in the city's Administrative Policies and Procedures. The previous revision to this policy statement was approved by City Council July 19, 2002 (Resolution 2002-406); the city's detailed Investment Policy was revised and approved April 16, 2009 (Resolution 2009-215). New changes to these policies, incorporated to keep them up to date and compliant with Governmental Accounting Standards Board Statement #54, were adopted by City Council on August 26, 2010 by Resolution 2010-442. In order to keep them up to date, these policies were updated again on August 4, 2011 by Resolution 2011-312. An amendment (Resolution 2012-276) to these policies was approved on June 14, 2012 which amended the policy to reflect that ad valorem shall be earmarked to support the Police Department. During fiscal year 2014, the policies were amended on April 17, 2014 (Resolution 2014-166) to restructure the fund balance target for the General Fund Group of Funds and the core General Fund. It is anticipated that these policies will be amended as part of the city's annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under four subject headings:

I. **General Fiscal Policy** presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the city's operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.

II. **Fiscal Policy for Annual Operating Revenue and Expenses** outlines the policies for budgeting and accounting for revenue and requirements, and provides adequate fund balances in the city's various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.

III. **Fiscal Policy on Investments** provides guidelines for investing, operating and capital balances.

IV. **Fiscal Policy for Capital Expenditures and Debt Financing** directly relates to the resources and requirements of the capital improvement program. Included are overall policies on issuance of debt, as well as guidelines applicable to specific fund types.

The city attempts to adhere to these fiscal policies in the conduct of its operations. However, it must be noted that these policies are guidelines and not statutory limitations. Some of the policies, particularly with regard to recommended fund balances, are designed as goals to be pursued, not necessarily achieved on an annual or ongoing basis. The city reserves the right to deviate from any or all of the fiscal policies if such action is determined by City Council to be in the best interest of St. Petersburg as a whole.
I. GENERAL FISCAL POLICY

A. GENERAL GUIDELINES

1. The annual operating budget of the city of St. Petersburg, Florida shall balance the public service needs of the community with the fiscal capabilities of the city. It is intended to achieve those goals and objectives established by City Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the city’s public safety, environmental health, economic development, employment, physical appearance, living conditions, and affordable housing. Services shall be provided on a most cost effective basis.

2. The city recognizes that its citizens deserve a commitment from the city to fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Annual operating expenditures (personal services, contracts, commodities, supplies, capital outlay, outside agency support, and transfers) will be fiscally balanced with revenues or income estimates that can reasonably and normally be projected to be received during the fiscal year. New programs, or changes in policies that would require the expenditure of additional operating funds, will either be funded through reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or modified programs or policies will be accompanied by an analysis of the short and long-term impact on the operating budget caused by such changed or new program or policy, with significant changes reported to the appropriate Council committee and/or full Council.

3. New programs, services, or facilities shall be based on general citizen demand, need or legislated mandate.

4. The city shall prepare and implement a capital improvement program (CIP), consistent with state requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP budget. The CIP shall balance the needs for improved public facilities and infrastructure, consistent with the city’s comprehensive plan, within the fiscal capabilities and limitations of the city.

5. The city shall maintain its accounting records in accordance with Generally Accepted Accounting Principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). In addition, federal and state grant accounting standards will be met.

6. Consistent with Council Resolution 2009-247, a financial report shall be distributed to City Council following the close of each fiscal quarter. This report shall include the city’s investments, pension funds, debt, revenues, expenditures/expenses and fund balances, and shall be presented in a form and format specified by Council.

7. The city shall provide funding for public services on a fair and equitable basis, and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age or disability.
8. Budgets for all city departments and all other city expenditures/expenses shall be under City Council appropriation control.

9. Transfers between funds will be permitted with City Council approval, which are consistent with city policies, resolutions, ordinances and external restrictions.

10. Inter-fund loans must be supported by a fiscally sound source of funds available for repayment and must comply with any applicable bond covenants.

11. Preparation of the city's budget shall be in such format as to allow correlation with the expenditures/expenses reported in the city's Annual Comprehensive Financial Report, with content of said budget to include that required by Section 6.01 of the City Charter and section 13(c), Chapter 15505, Special Laws of the State of Florida, 1931, or as later revised by ordinance of the City Council and now codified in §2-126 St. Petersburg City Code. Detailed estimates per Section 13(c)(1) shall be by object code at the division or program level, and summarized by department.

12. An analysis shall be made to determine and project life cycle cost of ownership where appropriate, when it is proposed that the city lease or rent facilities or equipment from an outside source, if such costs will commit the city to $50,000 or more in any one year.

II. FISCAL POLICY FOR ANNUAL OPERATING REVENUES AND EXPENSES

A. ALL FUNDS

1. Revenue
   a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions of future conditions using a conservative basis to ensure that estimates are realized.
   b. The operating budget will be prepared based on 96% of the certified taxable value of the property tax roll.
   c. The city will not use long-term debt to finance expenditures/expenses required for operations.
   d. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Minimum fund balances shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as assigned.

2. Expenditures/Expenses
   a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the budget of the proper operating fund.
   b. Contractual obligations required by labor agreements and compensation plans for employees will be included in the budget or provided through supplemental appropriations, dependent upon available funds.
c. Capital funding will be provided for major improvements and automation of services based on multiple-year planning and appropriate cost benefit analysis.

d. Equipment replacement (capital outlay) not funded by a replacement fund will be included in the operating budget of the department requesting the equipment.

3. Fund Balance

a. Maintaining an adequate fund balance is essential to the financial health of the city, to maintain high bond ratings and to ensure its ability to serve its citizens, meet emergency needs and unforeseen circumstances. Accordingly, some of the funds will have fund balance reserve targets which are not requirements but are considered to be goals of the city. The General Fund "Group of Funds" fund balance target will be considered appropriate in the amount of 20% of the current year's operating appropriations for the General Fund "Group of Funds". The budgetary fund balance of the General Fund, the Economic Stability Fund, Preservation Reserve, Arts and Cultural Programs, Assessment Revenue, Arts in Public Places and Technology and Infrastructure Fund are included within the General Fund "Group of Funds" fund balance for purpose of determining if the target has been achieved.

b. In compliance with governmental accounting standards the following terminology will be used in reporting the city's fund balances:

Nonspendable fund balance – amounts that are not in a spendable form (such as inventory and prepaids) or are required to be maintained intact (such as the corpus of an endowment fund).

Restricted fund balance – amounts constrained to specific purposes by external providers (such as grantors, bondholders, and higher levels of government).

Unrestricted fund balance:

Committed fund balance – amounts constrained to specific purposes by City Council resolution or ordinance. To be reported as committed, amounts cannot be used for any other purpose unless the City Council reverses or amends the applicable resolution or ordinance to remove or change the constraint.

Assigned fund balance – amounts the city intends to use for a specific purpose. Intent can be expressed by the City Council or recommended by the mayor/administration. There are two essential differences between committed fund balance and assigned fund balance. First, committed fund balance requires action by the City Council, whereas assigned fund balance allows that authority to be delegated to some other body or official. Second, formal action is necessary to impose, remove, or modify a constraint reflected in committed fund balance, whereas less formality is necessary in the case of assigned fund balance.

Unassigned fund balance – The General Fund, as the principal operating fund of the government, often will have net resources in excess of what can properly be classified in one of the four categories already described. If so, that surplus is presented as unassigned fund balance.
Budgetary fund balance – It is essential for the government to maintain an adequate level of working capital in certain operating funds to mitigate current and future risks and to ensure stable services and fees. The City’s budgetary fund balance calculation is based on a working capital outlook to determine current assets or resources less liabilities that are reasonably expected to be realized in cash or consumed within one year. The City of St. Petersburg’s budgetary fund balance includes the certain current balance sheet line items plus outstanding encumbrances (purchase orders) less unrealized gain and loss on investments (asset). Detail on the calculation is included in the Budgetary Fund Balance Policies and Procedures.

c. Fund Balance Reserve Targets

i. The General Fund reserve target is 20% of the current year budgeted appropriations in that fund (excluding any internal transfers to other funds within the General Fund “Group of Funds”). For purposes of determining if the target has been met, the budgetary fund balance of the General Fund “Group of Funds,” as defined in the Comprehensive Annual Financial Report, is compared with the annual appropriation. The General Fund “Group of Funds” includes; General Fund (0001), Preservation Reserve (0002), Economic Stability (0008), Assessment Revenue (1108), Arts in Public Places (1901) and Technology and Infrastructure Fund (5019), as well as any additional funds that would be included in the future General Fund for financial reporting purposes per GASB Statement No. 54. There is further established a target of 5% of the current year adopted General Fund “Group of Funds” appropriations which is to remain in the core General Fund budgetary fund balance. Only amounts over the 5% budgetary fund balance may be assigned or committed.

ii. Other governmental funds of the city do not have specified fund balance targets. Recommended levels of committed and/or assigned fund balance will be determined on a case by case basis, based on the needs of each fund and as recommended by city officials and approved by City Council

iii. Fiduciary funds do not have fund balance targets. These funds do not represent resources available to support city activities and it would be inappropriate to establish fund balance targets.

iv. Proprietary funds, which include both enterprise funds and internal service funds, have fund balance targets as shown in the list on the following page. Proprietary funds do not report fund balance amounts. However, for the purpose of setting targets, estimated fund balance amounts will be determined based on a budgetary fund balance calculation performed by the Finance Department and the calculated amounts will be compared with the established targets.

In most cases the specific targets for proprietary funds are a percentage of the annual, appropriated budget for that fund, excluding any transfer to related capital improvement funds. Percentage targets can also be described in terms of a number of months of operating costs. For example, a fund balance reserve target equal to 8.3% is the same as a reserve target equal to one month of operating expenditures; 16.7% equals two months expenditures and 25% equals three months.
A few proprietary funds have targets that are not based on annual operating costs. In those cases there will be a notation as to what the target is based on. An example is the Equipment Replacement Fund which has a target equal to 25% of the replacement cost of the equipment in the fund. The reason for the different approach is because this fund accounts for equipment that needs to be protected from loss due to natural disaster. Additionally, the fund balance target of three insurance funds, General Liability Claims, Workers’ Compensation and Health Insurance Funds, is set annually as the result of an actuarial study that looks at both short-term and long-term funding requirements. The Health Insurance Fund target will take into consideration the Florida Statutory requirement of 25% of the annual appropriation as well as the value of the incurred but not reported (IBNR) claims.

Some of the enterprise funds receive an annual subsidy from the General Fund. In those cases there is no established fund balance target for the subsidized fund. If the fund becomes self-supporting, consideration will be given to establishing a fund balance target.

Unless otherwise noted, the following targets are a percentage of the annual, appropriated budget.

**Enterprise Funds**

*Water Resources – 25% (8.3% in operating fund, 16.7% in water cost stabilization fund)
  Water Resources Equipment Replacement Fund – 20% of equipment replacement cost
*Stormwater Utility Fund – 16.7%
  Stormwater Equipment Replacement Fund – 20% of equipment replacement cost
Sanitation Operating Fund – 16.7%
Sanitation Equipment Replacement Fund – 25% of equipment replacement cost
Airport – no target
*Marina – 8.3%
*Golf Courses – 8.3%
Jamestown – 8.3%, no target
Port – no target
Parking Fund – no target
Mahaffey Theater Fund – no target
Pier Fund – no target
Coliseum Fund – no target
Sunken Gardens Fund – no target
Tropicana Field Fund – no target

1These funds were reclassified from special revenue funds to enterprise funds, effective with the fiscal year 2010 financial statements and the fiscal year 2011 budget.

* Transfers to capital improvement fund excluded from target balance calculation.
  ^ Transfers to equipment replacement fund excluded from target balance calculation

**Internal Service Funds**

Fleet Management Fund – 8.3%
Equipment Replacement Fund – 25% of equipment replacement cost
Municipal Office Buildings Fund – 16.7%
Department of Technology Services – 16.7%
Supply Management Fund – 8.3%
Health Insurance Fund – 25% plus the IBNR claims.
Life Insurance Fund – 16.70%
General Liability Claims Fund – Set annually by an actuarial study.
Commercial Insurance Fund – 50%.
Workers' Compensation Fund – Set annually by an actuarial study. **75% of long-term liabilities**
Billing and Collections Fund – 16.7%

d. Stabilization Funds

Stabilization funds are a type of reserve fund maintained to offset economic downturns, natural disasters, and other unforeseen events. Governmental stabilization funds will be reported in the Comprehensive Annual Financial Report (CAFR) as committed fund balances in the appropriate fund and the level of funding will be reviewed annually by City Council. Additions to or reductions from a stabilization fund will be approved by City Council as part of the budget process or the supplemental appropriation process. Establishing the proper balances in stabilization funds will take into account risk exposure related to self-insurance and property insurance deductibles in the event of major storm damage to city assets. Transfers from stabilization funds will not be allowed if they would cause the fund to be in a deficit position. The city maintains two stabilization arrangements, the “Economic Stability Fund” and the “Water Cost Stabilization Fund”.

Permitted uses of this fund have been established by City Council with Resolution 2003-480 as amended by a new resolution adopted by City Council on August 26, 2010 by Resolution 2010-442. A portion of the balance in the Water Cost Stabilization Fund is pledged to meet two months (16.7%) of the three month (25%) fund balance reserve target established for the Water Resources Operating Fund. Permitted uses of this fund have been established by Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257.

e. Economic Stability Fund

Balances in the Economic Stability Fund represent committed fund balances which are available for expenditure only with the approval of City Council and under the following conditions:

i. The Economic Stability Fund may be used in the event of an estimated budget shortfall amounting to more than 2% of the most recent adopted budget. Only the amount of the shortage above 2% may be taken from the Economic Stability Fund, while other budget balancing measures will be employed to offset budget shortfalls up to and including 2%. If the 2% threshold has been met, the appropriate amount of resources to utilize from the Economic Stability Fund may take into account the economic climate, including the local unemployment rate, inflation rate, rate of personal income growth, assessed property values, and other factors as determined to be appropriate.

ii. The Economic Stability fund may be used in the event of damage to city property or loss of city assets due to disasters such as hurricane, tornado, flood, wind, terrorism, or other catastrophic events when such an event results in a declaration of a state of emergency. Other funds of the
city, such as the Equipment Replacement Funds, the Self Insurance Fund and the Technology/Infrastructure Fund will be used first, as appropriate to the circumstances, before relying on the Economic Stability Fund.

iii. The Economic Stability Fund may be used to provide short-term (one year or less) advances, or long-term loans exceeding one-year in length, to other funds of the city for shortfalls due to economic impacts or for other purposes, as recommended by the mayor and approved by City Council. A plan for repayment of the funds will be established before any such advance or loan is made.

iv. When economic stability funds are used for any purpose, the fund will be replenished in an amount to meet the fund balance target, either from the fund for which the resources were required or from another fund of the city, within the time frame recommended by the mayor or city administrator and approved by City Council.

f. Water Cost Stabilization Fund

Balances in the Water Cost Stabilization Fund represent committed fund balances which are available for expenditure only with the approval of city council and under the conditions specified in Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257 for the Water Cost Stabilization Fund.

g. Other General Policies

i. The balances of each fund will be maintained by using a conservative approach in estimating revenues and expenditures/expenses, based on historical and/or projected costs.

ii. Funds which exceed their established fund balance target by 10% or more for two consecutive years will be reviewed and, if appropriate and permitted by law, the amount over target will be transferred to the General Fund, or other fund of the city, with approval of City Council.

iii. Funds which fall below their established fund balance target by 10% or more for two consecutive years will be reviewed by administration. If it is determined that the fund balance target level is still appropriate, a corrective action plan to restore the fund to the appropriate level will be submitted to City Council for their approval.

iv. All fund balance targets will be reviewed annually, as part of the budget process, to determine if adjustments need to be made.

B. SPECIFIC GUIDELINES FOR INDIVIDUAL FUNDS

1. General Fund

a. The General Fund is the principal operating fund of the city and will account for activities that are not reported in another type of fund.
b. It is the objective of the city to pay operating expenses of the General Fund from sources other than ad valorem taxes. Only when non-ad valorem tax sources of revenue are inadequate to support services at desired levels should ad valorem taxes be considered for assessment. Ad valorem taxes shall be allocated to cover the cost of providing public safety to the city. These revenues will first be used to fund the Police Department’s annual budget with the excess (to the extent there is an excess) applied toward Fire Department’s annual budget.

c. Service charges and fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.

d. Available funds accruing in an Enterprise Fund which are not needed for working balance or future planned improvements may, at City Council’s discretion, be transferred to the General Fund as an annual, budgeted return on investment or equity, except where prohibited by bond covenants or other legal requirements. This will be encouraged wherever feasible.

2. Special Revenue Funds

a. Special revenue funds will be used to account for and report the proceeds of specific sources that are restricted, committed, or assigned to expenditure for specified purposes other than debt service or capital projects.

b. The Emergency Medical Services Fund will be budgeted to be fully supported by revenue from Pinellas County.

3. Capital Projects Funds:

a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition of construction of capital facilities and other capital assets.

b. Exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

4. Debt Service Funds:

a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

b. Should be used to report resources if legally mandated.

c. Are financial resources that are being accumulated for principal and interest maturing in future years should also be reported in debt service funds.

5. Permanent Funds:

a. Are used to account for and report resources that are restricted to the extent that only earnings, not principal, may be used for purposes that support the city’s programs.
b. Do not include private purpose trust funds which are used to account for and report situations where the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.

6. Enterprise Funds:

a. Enterprise funds will be used to account for those activities where the costs are expected to be funded substantially by external (non-city department) user fees and charges.

b. Enterprise funds will pay the General Fund their proportionate share of the cost of general administrative departments and a payment-in-lieu-of-taxes, which will be computed in a fashion that will relate the tax to a comparable commercial use, as limited by outstanding bond resolutions. (Public Utilities bond restrictions limit payments-in-lieu-of-taxes to fifteen percent (15%) of gross revenues).

Water Resources (water, reclaimed water, and sewer), Stormwater, Sanitation, Golf Course, Airport, Marina, Port and Jamestown Housing are able to produce sufficient revenue from their service charges to fully recover all direct operating costs and overhead, plus provide for debt service and major capital outlay. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund, as revenues permit.

i. Service charges, rent and fee structures will be established so as to ensure recovery of all costs.

ii. The requirements of the enterprise operating funds will include all expenses of the operations (salaries, benefits, services, commodities and capital outlay), including allocation of general and administrative costs and payment-in-lieu-of-taxes, as well as any transfers to capital project funds, debt service funds or return on investment/equity.

iii. A review of cost of service and rate structures for Water Resources (water, sewer, and reclaimed water), Stormwater and Sanitation charges will be performed on an annual basis. The recommended budget will set forth the cost requirements to be recovered by the service charges that will be based on the cost of services provided. The impact of such cost of services on rate schedules charged for such services shall be presented to City Council in a timely manner to allow review and analysis prior to Council approval.

iv. Any return on equity for these operations shall be computed using a methodology similar to that used by the Florida Public Service Commission.

v. The Airport, Port, Golf Course, and Marina fee structures will be reviewed on an annual basis, and will relate to competitive rates in other local private and public operations, and to the City’s operating and capital plan requirements.
vi. As provided for in section 3, it shall be the goal of the Golf Course and Marina Enterprises to return to the General Fund an annual return on investment (ROI). This return on investment may vary in amount from year to year to assure that the necessary capital improvements are made to maintain high quality golf course and marina facilities, with needed improvements taking priority over the return on investment.

vii. The Jamestown fee structure will be reviewed on an annual basis and will relate to competitive rates in similar facilities, the anticipated level of federal assistance to tenants, and to the city’s operating and capital plan requirements.

viii. The Parking Fund shall be used to account for operating revenue and expenditures, and capital outlay and debt service transfer requirements, associated with city parking assets. Any funds not required for these purposes may be transferred to the General Fund after meeting any tax increment debt service shortfalls.

ix. The Mahaffey Theater, Pier, Sunken Gardens, Tropicana Field, and Coliseum Funds will be used to account for operating revenues, expenditures, and capital outlay associated with operating these facilities. The income generated by these facilities may not cover their costs and the shortfalls will require transfers from the General Operating Fund.

7. Internal Service Funds

a. Internal service funds will be used to account for the cost of providing specific goods or services to city departments where those services can reasonably be apportioned to the users on a cost-reimbursement basis.

b. Charges to departments for internal services rendered will be sufficient to cover the total cost of performing services on an efficient basis. Rates or rate schedules for such charges shall be presented to City Council prior to planned date of implementation, and shall be accompanied by an analysis and justification.

c. Included in the cost of furnishing services will be the replacement of equipment considering inflationary cost factors.

d. Lease purchase or borrowing of funds will be considered appropriate only if it involves a major conversion from which the cost saving benefits will accrue in future years during the useful life of assets acquired by such methods.

8. Funds which are subsidized by the General Fund may be excused from paying general and administrative charges (G&A) and/or payment in lieu of taxes (PILOT), at the discretion of management, until the time that such funds would become self-supporting.
III. FISCAL POLICY ON INVESTMENTS

A. GENERAL GUIDELINES

The deposit and investment of all city monies is governed to the extent permitted by Section 2-102 and 2-104 of the City Code, and in accordance with the Restated City of St. Petersburg Investment Policy for Municipal Funds and the Alternate Investment Policy (Preservation Reserve Fund, Weeki Wachee Fund, Environmental Preservation Fund, Water Cost Stabilization Fund). The policies were prepared in accordance with Chapter 218.415, Florida Statutes, which governs the city's investment activities. The policies are included as part of the overall City's Fiscal Policies.

IV. FISCAL POLICY FOR CAPITAL EXPENDITURES AND DEBT FINANCING

A. ALL FUNDS

1. Revenue
   
a. Revenue projections for the one-year capital improvement program budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated fees and taxes, future earnings and bond market conditions.

2. Requirements
   
a. Capital projects shall be justified in relation to the applicable elements of the city's Comprehensive Plan.

b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project and shall take into consideration both life cycle costs as well as the initial cost where appropriate

   c. The impact of each project on the operating revenues and requirements of the city shall be analyzed as required by the General Fiscal Policy stated above.

   d. Consistent with IRS regulations, timeframes for debt repayment will not exceed the average life of improvements.

3. Long Term Debt: Annual debt service payments will be level over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.

4. Medium Term Debt: Lease-purchase methods, bonds or other debt instruments may be used as a medium-term (4 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than four years. The city will determine and utilize the least costly financing methods
available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.

5. Short Term Debt: Short-term borrowing may be utilized for temporary funding of anticipated tax revenues, anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The city will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable federal laws.

B. SPECIFIC GUIDELINES

1. General Capital Improvements: General capital improvements, or those improvements not related to municipally-owned enterprises, shall be funded from Governmental Fund revenues or fund balances, the sale of revenue bonds or general obligation bonds, and from special revenues, assessments and grants.

   a. Pay-As-You-Go Capital Improvements: Pay-as-you-go capital improvements shall be funded from Governmental Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the city. In the case of special assessments, abutting property owners shall pay for local neighborhood improvements, unless exempted by City Council. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues.

   The one-cent infrastructure sales surtax, approved by referendum in November 1989 and approved for second and third ten-year periods in March 1997 and March 2007, shall be used on a pay-as-you-go basis. The city will strive to allocate the sales surtax funds in approximately the same proportions as presented in the 1989, 1997, and 2007 referendum materials. For the third round (2010-2020), the allocation of sales surtax dollars will be made in the following general proportions:

   - Public Safety Improvements: 15 - 21%
   - Neighborhood/Citywide Infrastructure Improvements: 44 - 54%
   - Recreation & Culture: 20 - 35%
   - City Facility Improvements: 3 - 8%

   On November 7, 2017, the voters of Pinellas County reauthorized the Penny for Pinellas for a fourth ten-year period covering the years 2020 – 2030. Prior to the election, City Council debated and approved an updated allocation of future Penny for Pinellas resources. This updated allocation reflects the changing infrastructure needs from past rounds of Penny for Pinellas. The primary focus is on the core infrastructure of the city to include improvements to underground wastewater pipes, bridges, street and roads as well as sidewalks and seawalls. During the fourth round (2020 – 2030)
the allocation of local option state sales surtax dollars will be made in the following general proportions:

| Public Safety Improvements:       | 4.36 – 6.52% |
| Citywide Infrastructure Improvements: | 73.77 – 84% |
| Recreation & Culture:             | 9.82 – 17.67% |
| City Facility Improvements:       | 1.25 – 2.61% |

It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects, and that significant reductions in Penny proceeds may require an amendment of these percentages may be needed to address any of the following factors, alone or in combination: changes or clarifications to applicable law, changing needs or priorities of the community, fluctuations in the actual amount of proceeds from the Penny Program, or availability of other sources of infrastructure funding.

b. Special Assessments: When special assessments are used for general capital improvements, demolitions, lot clearing, or reclaimed water system extensions, the interest rate charged will be established by City Council consistent with state law.

c. Revenue Bond Debt Limit: Sale of revenue bonds shall be limited to that amount which can be supported from non-ad valorem revenues, including covenant revenue debt. The total net annual governmental revenue bond debt service shall not exceed 25% of the total governmental purpose revenue and other funds available for such debt service, less all ad valorem tax revenues. Net annual debt service shall be gross annual debt service less estimated interest on debt service reserve accounts and funds from other governmental units designated for payment of such debt service.

d. Private Activity Revenue Bonds: Private activity revenue bonds will be limited to the issuing authority of the St. Petersburg Health Facilities Authority. The St. Petersburg Health Facilities Authority will review all bond applications and submit a recommendation to the City Council. The city and its Health Facility Authority will not be obligated either directly or indirectly for any debt service requirements.

2. Enterprise Capital Improvements:

a. Pay-as-you-go Improvements: Enterprise funds should support needed capital improvements on a pay-as-you-go basis to the greatest extent possible, except where analysis shows that it is in the city’s best interest to issue debt for such improvements. Water Resources funds pay-as-you-go projects in accordance with the minimum bond covenant requirement and current fiscal policies. As initiated in its FY18 Utility Rate Study, the City’s Public Utility shall set a target for funding utility capital improvements of 50% cash and other resources and 50% bond funding. The target is expected to be achieved in or before FY22 and will continue on a go-forward basis as part of the CIP funding requirements.

b. Revenue Bond Debt Limit: Enterprise revenue bonds shall be used to finance revenue-producing capital facilities of the enterprise fund. Bond coverage will be provided from the enterprise revenue sources, and may include General Fund revenue support. The City’s Public Utilities revenue debt
contains a minimum coverage requirement of 1.15 of net revenues (as defined in the bond documents), and the City uses a target of 2.0 net revenue coverage as a goal in its rate studies.

c. State Revolving Loan Fund: The Water Resources Fund has available a state-funded, below-market interest rate loan pool. This pool may be used whenever its use is feasible and in the best interest of the city.

3. Debt Issuance:

a. The sale of debt shall be on a competitive basis if prudent. General and Non-general obligation debt financings may be sold on a negotiated basis if it is found that the sale by negotiation provides significant cost or other advantages.

b. Agreements with commercial banks or other financial entities may be entered into for purposes of acquiring lines of credit that will provide access to credit under terms and conditions judged prudent and advantageous.

c. Tax or Revenue Anticipation Notes will not be issued to fund operations. Cash will be managed in a fashion that will lessen the need for borrowing to meet working capital needs.

d. When financing a project, Bond Anticipation Notes may be issued if such notes will result in a financial benefit. Revenue bonds will be used whenever possible to finance public improvements which can be shown to be self-supported by dedicated revenue sources, and needed for the infrastructure and economic development.

e. Tax-exempt commercial paper or variable rate demand notes may be issued when their use is judged prudent and advantageous. Careful consideration shall be used for any variable rate debt financing and would only be utilized when an independent financial advisor makes the recommendation in writing.

1. Economic and cash flow projections for variable rate issues shall be calculated at the then applicable fixed rate.

2. Total variable rate debt shall be limited to 5 percent of total debt outstanding.

3. At least twice each year, an analysis of each outstanding variable rate bond issue shall be undertaken to determine the advisability of converting the issue to fixed-rate debt.

4. Variable rate bonds shall be structured to protect against loss.

5. The City should avoid any complex financing instruments involving variable debt.

4. Debt Compliance:

a. Any debt issued by the City through this policy is also subject to the City's Post-Issuance Compliance Policy for Tax-Exempt Bonds which addresses tax reporting and other tax compliance matters relating to City issued debt instruments, as well as the Policies and Procedures Relating to Primary and Continuing Disclosure Obligations Incurred in Connection with the Issuance of Public Debt.
b. The Chief Financial Officer shall monitor debt compliance related matters on an annual basis as part of the City's overall financial audit, and prepare a separate Debt Supplement Report that includes all debt obligations and any required disclosures.
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Core & Main LP., for water and wastewater supplies for the Water Resources Department, at an annual cost of $2,500,000, for a total contract amount of $10,700,000.

Explanation: On October 14, 2014, City Council approved a three-year agreement for water and wastewater supplies through September 30, 2017. On September 21, 2017, City Council approved the first renewal. This is the second and final renewal.

The vendor furnishes and delivers a complete line of water and sewer supplies including pipe, hydrants, valves, fittings, assemblies, tools, specialty equipment and technology services. These items are stocked and distributed from the Consolidated Warehouse.

The vendor also provides value-added services, including: locally stocking and managing a minimum inventory based on usage prescribed by the City; providing technical product support; providing access to its inventory database, including purchasing transactions; delivering all items on the inventory list within three days after receipt of order; utilizing e-business strategies to streamline transactions; allowing the return of surplus inventory for full credit; assigning resources for a minimum of four hours per month to assist warehouse staff in maintaining ordering parameters, forecasting, and monitoring stock levels to prevent stock-outs; and collaborating with city staff to ensure effective communication, training and testing for new initiatives and products. The agreement has 1107 line items, with price adjustments affecting only 223 items. The renewal reflects a price increase of 2.6 percent of the total contract spend.

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

Core & Main LP. (St Louis MO)..........................................................................................$2,500,000

<table>
<thead>
<tr>
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<th>Original agreement amount</th>
<th>1st renewal</th>
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<td>$5,700,000</td>
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$10,700,000

The vendor has agreed to renew under the same terms and conditions of RFP No. 7656, dated May 1, 2014. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from date of approval through September 30, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Supply Management Fund (5031), Storm Water Utility Operating Fund (4011), as well as various capital improvement projects in the Water Resources Capital Projects Fund (4003).

Attachments: Price History (2 pages) Resolution

Approvals: [Signature] Administrative [Signature] Budget
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<tr>
<th>Line</th>
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<th>Description</th>
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<td>56754</td>
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<td>Valve, 2IN, Gate, Iron Body, Non-rising Bronze Stem with 2IN operating Nut</td>
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<td>10</td>
<td>57243</td>
<td>Sprinkler, adjustable arc, 40 degree - 360 degree, 4IN pop-up, stainless steel riser, for reclaimed water</td>
<td>16.46</td>
<td>16.46</td>
<td>0%</td>
</tr>
<tr>
<td>11</td>
<td>53284</td>
<td>Lid Only for Box, Meter, polymer With CI Reader 1132</td>
<td>51.14</td>
<td>53.70</td>
<td>5%</td>
</tr>
<tr>
<td>12</td>
<td>55998</td>
<td>Wye, PVC, SDR35, solid one piece extrusion, ASTM D3034, 6IN, gasket x gasket x gasket</td>
<td>18.51</td>
<td>20.36</td>
<td>10%</td>
</tr>
<tr>
<td>13</td>
<td>53313</td>
<td>Box, Valve, cast iron, complete, cover, top &amp; bottom sections, 5-1/4IN, slip type, 5-1/4IN diameter</td>
<td>28.00</td>
<td>28.00</td>
<td>0%</td>
</tr>
<tr>
<td>14</td>
<td>56886</td>
<td>Valve, 4IN, dble detector check backflow preventor, fit with CFM/GPM 5/8IN meter</td>
<td>1,202.34</td>
<td>1,262.46</td>
<td>5%</td>
</tr>
<tr>
<td>15</td>
<td>56757</td>
<td>Hydrant, Fire, AWWA C502, 42IN</td>
<td>1,442.70</td>
<td>1,442.70</td>
<td>0%</td>
</tr>
<tr>
<td>16</td>
<td>57246</td>
<td>Sprinkler, 3-1/2IN pop-up, with 1IN inlet, adjustable from 40 degrees to 360 degrees</td>
<td>57.98</td>
<td>57.98</td>
<td>0%</td>
</tr>
<tr>
<td>17</td>
<td>56309</td>
<td>ADAPTER, 6&quot; CLAY TO 6&quot; PLASTIC, SS</td>
<td>53.52</td>
<td>53.52</td>
<td>0%</td>
</tr>
<tr>
<td>18</td>
<td>57465</td>
<td>Curb Stop, 3/4IN, ball valve, FIPT x copper tubing, compression outlet</td>
<td>46.06</td>
<td>43.06</td>
<td>(7%)</td>
</tr>
<tr>
<td>19</td>
<td>56308</td>
<td>Adapter, 6&quot; clay to 8&quot; plastic, SS</td>
<td>60.18</td>
<td>60.18</td>
<td>0%</td>
</tr>
<tr>
<td>20</td>
<td>56511</td>
<td>Valve, straight ball yoke, 3/4IN copper tube size pak-joint to 5/8IN x 3/4IN meter</td>
<td>32.40</td>
<td>33.96</td>
<td>5%</td>
</tr>
<tr>
<td>21</td>
<td>57456</td>
<td>Valve, 2IN MIPT inlet x 2IN FIPT outlet, ball, curb stop, T head, Ford B81-777</td>
<td>198.90</td>
<td>210.83</td>
<td>6%</td>
</tr>
<tr>
<td>22</td>
<td>56760</td>
<td>Hydrant, Fire, AWWA C502, 48IN</td>
<td>1,477.34</td>
<td>1,477.34</td>
<td>0%</td>
</tr>
<tr>
<td>23</td>
<td>53274</td>
<td>Cover, Meter Box, polymer, with 6IN x 9IN reader positioned long ways, for 13IN x 24IN</td>
<td>50.00</td>
<td>52.50</td>
<td>5%</td>
</tr>
<tr>
<td>24</td>
<td>56910</td>
<td>JACK, METER SUPPORT, STEEL, 2&quot;</td>
<td>62.00</td>
<td>62.00</td>
<td>0%</td>
</tr>
<tr>
<td>25</td>
<td>55206</td>
<td>Hub, clean out adapter, PVC, SDR35, 6IN, Vassallo #52654 Schedule 40 ASTM D2464</td>
<td>10.60</td>
<td>11.86</td>
<td>12%</td>
</tr>
<tr>
<td>26</td>
<td>56463</td>
<td>Union, 3-part, copper/PE tube size compression to copper/PE tube size compression</td>
<td>13.33</td>
<td>14.13</td>
<td>6%</td>
</tr>
<tr>
<td>27</td>
<td>53796</td>
<td>Coupling, anchor, cast/ductile iron, Class 250, mechanical joint swivel, C110 and C111, 6IN</td>
<td>96.18</td>
<td>96.18</td>
<td>0%</td>
</tr>
<tr>
<td>28</td>
<td>57639</td>
<td>Valve, 6IN, Gate, Iron Body, Resilient Wedge, Non-Rising Bronze Stem, 2IN operating nut</td>
<td>405.71</td>
<td>405.71</td>
<td>0%</td>
</tr>
<tr>
<td>29</td>
<td>55209</td>
<td>Plug, clean out, recessed, PVC, SDR35, 6IN, Vassalo #53276 Schedule 40 ASTM D2464</td>
<td>8.10</td>
<td>8.91</td>
<td>10%</td>
</tr>
<tr>
<td>30</td>
<td>56508</td>
<td>Device, locking, aluminum, for curb stops 3/4IN to 1IN, Davis Type</td>
<td>16.99</td>
<td>16.99</td>
<td>0%</td>
</tr>
<tr>
<td>31</td>
<td>55290</td>
<td>Bend, PVC, SDR35, solid one piece extrusion, ASTM D3034, 6IN, 45 degree, gasket x spigot</td>
<td>8.41</td>
<td>9.25</td>
<td>10%</td>
</tr>
<tr>
<td>32</td>
<td>57540</td>
<td>Valve, double check backflow preventor, outside stem and yoke, resilient wedge shut off valves, 8IN</td>
<td>2,935.14</td>
<td>3,061.90</td>
<td>4%</td>
</tr>
<tr>
<td>33</td>
<td>57537</td>
<td>Valve, double check backflow preventor, outside stem and yoke, resilient wedge shut off valves,6IN</td>
<td>1,612.88</td>
<td>1,693.52</td>
<td>5%</td>
</tr>
<tr>
<td>34</td>
<td>56031</td>
<td>Wye, PVC, SDR35, solid one piece extrusion, ASTM D3034, 8IN x 6IN, gasket x gasket x gasket</td>
<td>29.10</td>
<td>32.01</td>
<td>10%</td>
</tr>
<tr>
<td>Line</td>
<td>Item</td>
<td>Description</td>
<td>2017 Price</td>
<td>2018 Price</td>
<td>% Change</td>
</tr>
<tr>
<td>------</td>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>35</td>
<td>57675</td>
<td>Valve, Tapping, Mj/Flange, 6&quot;</td>
<td>560.48</td>
<td>560.48</td>
<td>0%</td>
</tr>
<tr>
<td>36</td>
<td>56616</td>
<td>Restraint joint, wedge action, for class 50 ductile iron pipe with COR-10 T-bolts, 6IN</td>
<td>36.03</td>
<td>36.03</td>
<td>0%</td>
</tr>
<tr>
<td>37</td>
<td>57795</td>
<td>Valve, electric, brass, 2IN, Rainbird</td>
<td>231.34</td>
<td>231.34</td>
<td>0%</td>
</tr>
<tr>
<td>38</td>
<td>56475</td>
<td>Coupling, male, iron pipe to copper/PE tube size compression, compression nut</td>
<td>10.95</td>
<td>10.95</td>
<td>0%</td>
</tr>
<tr>
<td>39</td>
<td>57561</td>
<td>Valve, backflow preventer, outside stem and yoke resilient wedge shut off, RP, 6IN</td>
<td>2,069.08</td>
<td>2,172.53</td>
<td>5%</td>
</tr>
<tr>
<td>40</td>
<td>57555</td>
<td>Valve, backflow preventer, outside stem and yoke resilient wedge shut off, RP, 3IN</td>
<td>1,037.81</td>
<td>1,089.70</td>
<td>5%</td>
</tr>
<tr>
<td>41</td>
<td>56457</td>
<td>Coupling, male, iron pipe thread to pipe size compression, ASTM B62, AWWA C800, 2IN</td>
<td>50.92</td>
<td>53.98</td>
<td>6%</td>
</tr>
<tr>
<td>42</td>
<td>53340</td>
<td>Riser, Valve Box, cast iron, water, for 5-1/4IN diameter valve box, 2IN</td>
<td>9.26</td>
<td>9.26</td>
<td>0%</td>
</tr>
<tr>
<td>43</td>
<td>57534</td>
<td>Valve, double check backflow preventor, outside stem and yoke, resilient wedge shut off valves, 4IN</td>
<td>999.72</td>
<td>1,049.71</td>
<td>5%</td>
</tr>
<tr>
<td>44</td>
<td>56532</td>
<td>Yoke bar, 5/8IN x 3/4IN, integral outlet, female iron pipe thread, ASTM B62, AWWA C800</td>
<td>10.73</td>
<td>10.73</td>
<td>0%</td>
</tr>
<tr>
<td>45</td>
<td>57311</td>
<td>ACTUATOR, 8010 NELSON PROGRAMMABLE</td>
<td>52.94</td>
<td>52.94</td>
<td>0%</td>
</tr>
<tr>
<td>46</td>
<td>56709</td>
<td>Ring, Manhole, ASTM 536-60-45-12, 23IN x 4IN x 2IN</td>
<td>165.46</td>
<td>170.44</td>
<td>3%</td>
</tr>
<tr>
<td>47</td>
<td>54135</td>
<td>Sleeve, solid, cast/ductile iron, Class 250/350, mechanical joint/mechanical joint</td>
<td>39.44</td>
<td>39.44</td>
<td>0%</td>
</tr>
<tr>
<td>48</td>
<td>56697</td>
<td>Cover, manhole, all bearing surfaces machined, Marked SANITARY SEWER, CITY OF ST. PETERSBURG</td>
<td>205.10</td>
<td>211.25</td>
<td>3%</td>
</tr>
<tr>
<td>49</td>
<td>54351</td>
<td>Accessory set, mechanical joint for Class 50 ductile iron pipe with Corten T-bolts, sealed package, 6IN</td>
<td>16.04</td>
<td>16.04</td>
<td>0%</td>
</tr>
<tr>
<td>50</td>
<td>56937</td>
<td>Pipe, Di, CJ/PE, with gasket, 8&quot; x 20'</td>
<td>333.00</td>
<td>333.40</td>
<td>0%</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE SECOND RENEWAL OPTION TO THE AGREEMENT WITH CORE & MAIN LP, FOR WATER AND WASTEWATER SUPPLIES FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $2,500,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $10,700,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 14, 2014, City Council approved the award of a three-year agreement with two one-year renewal options to Core & Main LP for water and wastewater supplies pursuant to RFP No. 7656, dated May 1, 2014; and

WHEREAS, on September 21, 2017, City Council approved the first one-year renewal option and increased the contract amount in the amount of $2,500,000 for the first renewal term; and

WHEREAS, the City desires to extend the term and increase the contract amount by $2,500,000 for the last renewal term; and

WHEREAS, Core & Main LP has agreed to hold prices firm under the terms and conditions of RFP No. 7656; 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 second renewal option to the agreement with Core & Main LP for water and wastewater supplies for the Water Resources Department to extend the term and increase the contract amount in the amount of $2,500,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $10,700,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00396712
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Acknowledging the selection of AECOM Technical Services, Inc. (AECOM) as the most qualified firm to provide professional engineering services for the Lift Station 63 Northeast Master Improvements Project; authorizing the Mayor or his designee to execute an architect/engineering agreement with AECOM for preliminary design services for the Lift Station 63 Improvements Project for an amount not to exceed $97,919; and providing an effective date. (Engineering Project No. 18092-111; Oracle No. 15809).

Explanation: On February 27, 2018, the City issued a Request for Qualifications, RFQ No. 6328 Consulting Services, Lift Station 63 Northeast Master Improvements. On March 29, 2018 the City received five Statements of Qualifications (SOQ) from the following firms:

1. AECOM Technical Services, Inc.
3. Cardno, Inc.
4. Carollo Engineers, Inc.

The SOQs were evaluated based on the following criteria:

- Background and experience
- Project approach
- Relevant project examples
- Resumes of staff
- Technical capability
- Small/ Minority/ Woman/ Disadvantaged Business Enterprise status

Evaluation of the SOQs was conducted by the following committee members:

- Brejesh Prayman, Director, Engineering and Capital Improvements, Committee Chair
- Diana Smilova, Water & Wastewater Manager, Engineering and Capital Improvements
- David Abbaspour, Senior Professional Engineer, Engineering and Capital Improvements
- Scott Murray, Civil Engineer III, Engineering and Capital Improvements
- Charles Wise, Manager, Water Reclamation Facilities, Water Resources

The evaluation committee met on April 11, 2018 and shortlisted the following three firms for presentations and interviews:

1. AECOM Technical Services, Inc.
3. Cardno, Inc.

On May 7, 2018, the evaluation committee listened to oral presentations and interviewed the three firms. Following the oral presentations and interviews, the evaluation committee convened and deliberated to rank the firms in accordance with the Consultants Competitive Negotiation Act, Florida Statutes, Chapter 287.055. As a result of the deliberations, the firms were ranked as follows:

1. AECOM Technical Services, Inc.
2. Cardno, Inc.
3. Arcadis U.S., Inc.

AECOM Technical Services, Inc. was determined to be most qualified firm taking into consideration their
qualifications and experience, understanding of the project, local knowledge, prior experience with rehabilitation and improvements for large wastewater lift stations, implementation of solids handing equipment, procedures to ensure continuous wastewater pumping operations during construction, and the evaluation criteria set forth in RFQ No. 6828. The evaluation committee recommended negotiations with AECOM.

Administration has negotiated and A/E Agreement with AECOM for a not-to-exceed amount of $97,919. Once City Council acknowledges the selection of AECOM, the City and AECOM will enter into an A/E Agreement for the Lift Station 63 Northeast Master Improvements, and AECOM will provide the following preliminary services:

- Task 1 Project Management – Conduct kick-off meetings, manage staff, and project administration tasks including filing, status reports, invoicing, and presentation to City Council as requested.
- Task 2 Civil/ Mechanical Preliminary Design – Conduct site visit, collect and review data, evaluate and prepare alternatives and recommendations for pumping equipment, piping and valves, solids handling system, and ventilation/ odor control system repair/ replacement.
- Task 3 Electrical/ Instrumentation Preliminary Design – Conduct site visit, collect and review data, evaluate and prepare alternatives and recommendations for sizing/ layout of electrical devices/ components, and emergency generator system repair/ replacement, and development of control logic and SCADA requirements.
- Task 4 Structural Preliminary Design - Conduct site visit, collect and review data, evaluate and prepare recommendations for structure repair/ rehabilitation, modifications to accommodate pump/ valve removal, and overhead monorail/ hoist improvements.
- Task 5 Preliminary Design Documentation – Prepare and submit draft and final Basis of Design Reports to document preliminary design activities and recommendations including demolition plan, site plan with temporary bypass pumping plan, pump station floor plans (mechanical and electrical), electrical single line diagram, process and instrumentation diagram, preliminary technical specification outline, and opinion of probable construction cost.

The Engineering & Capital Improvements Department will negotiate with AECOM for detailed design, bidding, and construction phase services after the preliminary design services have been completed. An amendment to architect/engineering agreement for these additional services will be presented to City Council for approval.

AECOM has provided similar services for the City of St. Petersburg and Manatee County, and has performed satisfactorily. The principals of the firm are Timothy H. Keener, CEO and president, Howard Cohen, vice president, Keenan Edward Driscoll, treasurer, and Charles F. Szurgot, secretary.

Recommendation: The Procurement Department, in cooperation with the Water Resources and Engineering and Capital Improvements Departments, recommends City Council approve the A/E Agreement with AECOM Technical Services, Inc.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) to the LST #63 NE Master Rehab Project (15809).

Attachments: Technical Evaluation (5 pages)  
Meeting Minutes (4 pages)  
Appendices A-C (6 pages)  
Project Location Map  
Resolution

Approvals:  

[Signature] Administrative  
[Signature] Budget
Technical Evaluation for RFQ 6828
918-42 Consulting Services, Lift Station 63, Northeast Master Improvements

Summary Work Statement

The City received five Statements of Qualifications (SOQs) for RFQ 6828, Consulting Services, Lift Station 63, Northeast Master Improvements. The successful firm will provide the following services: preparing a preliminary design report and construction documents for replacement of pumps, emergency generator, electrical and control systems, sluice gates, piping, valves, and flowmeter; modification of the overhead crane system; installation of screening equipment and restroom facility; and various structural modifications and repairs. Services will be provided in accordance with the City's and Florida Department of Environmental Protection requirements. The five SOQs were received from:

1. AECOM Technical Services, Inc.
3. Cardno, Inc.
4. Carollo Engineers, Inc.

Evaluation Committee

Evaluations of the SOQs were conducted by the following team members:

Brejesh Prayman, Director, Engineering & Capital Improvements, Committee Chair
Diana Smilova, Water & Wastewater Design Manager, Engineering and Capital Improvements
David Abbaspour, Senior Professional Engineer, Engineering and Capital Improvements
Scott Murray, Civil Engineer III, Engineering & Capital Improvements
Charles Wise, Manager, Water Reclamation Facilities, Water Resources

Technical Advisors
Daniel Singleton, Civil Engineer I, Engineering and Capital Improvements
David Cindric, Plant Maintenance Supervisor, Lift Stations, Water Resources
Hamza Boulouden, Civil Engineer I, Engineering & Capital Improvements
Robert Sparks, Plant Maintenance Coordinator, Water Resources

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Small, Minority, Women and Disadvantaged Business Enterprise
- Exceptions to modified AIA documents

Offerors' Profiles

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

AECOM Technical Services, Inc. is a California corporation, with its headquarters in Los Angeles. Formerly known as Earth Tech, Inc., a California corporation, the name was changed in 2008 to AECOM Technical Services, Inc. The Tampa office will serve the City. Of 39,000 employees, 382 are local.

Subconsultants: Electrical Design Associates, Inc. is a state certified minority and woman owned business enterprise (MWBE).
Strengths include: The team has considerable experience in lift station rehabilitation and design of similar size to this lift station; most team members designated for this project have prior City project experience. Their project approach is concise and well structured; they identified nine relevant lift station project examples, including in bay area. Their turnaround review on submittal and requests for information is unusually quick. Present an intact team over a long term. Have done excellent work on prior City pump station design. Performed design to convert dry pit and wet pit to inline pump station for City. Lift Station design experience project reference list was very good match for what City is seeking. Significant due to the complexity of this master lift station having flow fluctuations as low as 2 MGD to 9 or 10 MGD. Provided configurations for both wet pit/dry pit and submersible options. Suggested exterior valve vaults for easier access to maintain equipment. Their de-ragging system suggestion could eliminate the need for coarse screening and grinders, a promising suggestion. Proposed jockey pump sized to rotate with larger pumps to allow all pumps to run daily, and not tax one pump more than the others.

Weaknesses include: did not address the Integrated Water Resources Master Plan; No SBE subconsultant participation.

The Statement of Qualifications meets the RFQ requirements. AECOM was included in the shortlisted firms and invited for presentations and interviews.

Arcadis U.S., Inc. maintains its company headquarters in Highlands Ranch, Colorado. The office that will serve the City is in Tampa and has approximately 151 local employees in a firm of approximately 5,062. The company was founded in Delaware in 1997 as Arcadis Geraghty & Miller, Inc. Arcadis has been registered with the Florida Department of State, Division of Corporations, since 1998. A name change amendment from Arcadis G&M, Inc. to Arcadis U.S., Inc. was filed 2007.

Strengths include: Provided several relevant project examples. Presented good project approach. Presented an impressive vision for the future. Addressed coordination with the Integrated Water Resources Master Plan and with Jacobs Engineering to project future flows and adjustment to hydraulic analysis. Addressed sustainability and odor control options. Suggested horizontal configuration of pumps, which eliminates elbow required for vertical pump installation and reduces net positive suction head. Stakeholder communication addressed. Experience matrix was effective presentation of relevant project experience; plans to reduce vibration and optimizing the new pump station was very good; project managers have experience with City. Key team members have prior involvement with the preparation of the evaluation report for the facility by a former consultant, and have institutional knowledge of the conditions. Review of odor control methods justified based on future area recreation trails. Design Team includes a waste water and pump station facility operations expert. Recent lift station design experience project reference list included similar capacity facilities and was very good match for what City is seeking. Suggested staging bypass for this pump station based on one out of service wet well at a time and performing computational fluid dynamics analysis to achieve compliance with Hydraulic Institute standards. SOQ stood out in addressing potential flooding and impact on operations. Recommend not using grinders. Bypass options will be prescribed, not left to means and methods of contractor.

Sub-consultants: Genesis Group, Clemson Engineering Hydraulics, Inc., and Surveytech Solutions, Inc.

Weaknesses include: none of their subconsultants were City certified SBEs or state certified M/W/DBEs. Discussed analysis for a manifold force main, but this is standalone force main. Experience of overall team was good, but a bit short for this specific kind of project; project approach was unclear; provided only four relevant examples specific to this type of project. Approached project from one side rather than multiple aspects. Did not discuss jockey pump system until evaluators inquired. Suggestion to increase pump speed to near capacity for a full minute to eliminate debris would be disruptive to treatment plant operations. May have overemphasized significance of turbulence issue for size of wet well and channels at this facility.

The Statement of Qualifications meets the RFQ requirements. Arcadis was included in the shortlisted firms and invited for presentations and interviews.
Cardno, Inc. was founded in 1946 and incorporated in Delaware in 2011. Its corporate headquarters is in Lone Tree, Colorado. The firm maintains a Clearwater office designated to serve the City, with 112 employees in a company of 1,431 employees.

Strengths include: Good overall statement of qualifications. Followed recommendations from prior Carollo Engineers evaluation report. Their proposed revised building layout was good. They presented pumping options demonstrating their homework on the project, reviewed generator run hours and suggested options of rebuilding generator or installing a new generator outside the current enclosure. They suggested considering independent wet wells to provide redundancy, demonstrating outside the box thinking with these suggestions; team includes a structural engineer. They offered parallel electrical installation to minimize time to bypass, addressed sea level rise, proposed using suction header which adds to operational flexibility; Assistant Project Manager is a licensed Class A wastewater treatment plant operator, not a PE, but has significant wastewater operations experience for pump stations and would be a good quality control resource. Provided alternative connection/analysis. Subconsultant Electrical Design Associates, Inc. has extensive experience and is an asset to the team.

Sub-consultants: Electrical Design Associates, Inc. (MWBE), Suncoast: Land Surveying, Inc. (SBE/MWBE) and TKW Consulting Engineers, Inc. (WBE).

Weaknesses include: Lift Station design experience project reference list was for smaller capacity size facilities than this lift station. Lacking similar project experience with facilities having average and peak flow capacity requirements (2.0 MGD and 7.2 MGD, respectively), comparable to this project. Overall team wasn't particularly strong, included some non-wastewater lift station projects that were not relevant to the scope of services for this project.

The Statement of Qualifications meets the RFQ requirements. Cardno was included in the shortlisted firms and invited for presentations and interviews.

Carollo Engineers, Inc. was incorporated in Delaware in 2000. Its principal office is located in Walnut Creek, California and 72 of approximately 884 employees work out of the Tampa office.

Strengths include: Engineer of record for prior lift station evaluation study; project approach to the structure was good. Team members are capable.

Sub-consultant: George F. Young, Inc.

Weaknesses include: Several key team members identified in the SOQ were not Florida licensed Professional Engineers, including the designated Project Manager. The engineer of record will need to be a Florida Registered Professional Engineer. The firm did not provide many similar projects. No subconsultants are state certified MWBES or City certified SBEs. Did not find SOQ particularly extensive or relevant. The Project Manager had nine rather than ten years experience requested in RFQ. Presented a very large team who may be well qualified, but is a team of this size required? Named only one subconsultant, a survey firm, which may play a minor role in this project if construction occurs within the existing envelope of the building.

The Statement of Qualifications meets the RFQ requirements. Did not make shortlisted firms invited for presentations.

Kimley-Horn and Associates, Inc. was incorporated in North Carolina in 1967. Its principal office is located in Raleigh. The Tampa office will serve the City and it employs 650.

Strengths include: Team members are well qualified and have relevant experience. The team did some site investigation in preparing its SOQ, which was well organized. The team was good. Team experience focused on maintaining service during construction. Their project history includes similar sized dry pit and wet pit stations, including electrical upgrades, pump replacement, and odor control experience.
Sub-consultants: AREHNA Engineering, Inc., (WW/DBE), Electrical Design Associates, Inc. (M/BE), Biller Reinhar Engineering Group, Inc. (SBE), Hyatt Surveying Services, Inc. (SBE and WBE) and Wannemacher Jensen Architects, Inc.

Weaknesses include: Concerned about their due diligence. Substitute Project Manager in SOQ attended site visit but the SOQ erred in depicting an ABS Pump in service at the lift station, when, in fact, no in service ABS Pumps are installed. This smaller capacity pump was a basis of an explanation for the flow issues identified in their SOQ. St. Pete Beach master pump station included in references and should be investigated if firm is shortlisted to learn more about operational issues with the station shortly after upgrades.

The Statement of Qualifications meets the RFQ requirements. Kimley-Horn was not invited to shortlist.

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 11, 2018, to identify no less than three firms in accordance with Florida’s Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

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

1. AECOM Technical Services, Inc.
3. Cardno, Inc.

Oral presentations and interviews took place on May 7, 2018, before the evaluation committee and advisory staff for the purpose of clarifications and to ensure full understanding of the City’s requirements. The presentation and interview process enabled the committee and advisors to have a full understanding of the offerors’ SOQs and responses. On May 7, 2018, the evaluation committee ranked the firms as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AECOM Technical Services, Inc.</td>
</tr>
<tr>
<td>2</td>
<td>Cardno, Inc.</td>
</tr>
<tr>
<td>3</td>
<td>Arcadis U.S., Inc.</td>
</tr>
</tbody>
</table>

Recommendation for Award
On May 7, 2018 the evaluation committee deliberated to discuss the SOQs, presentations and interviews of the three finalist firms. AECOM Technical Services, Inc. was recommended for the award since they meet the requirements of RFQ No. 6828 and have been determined to be the most advantageous to the City, based on the evaluation criteria set forth in the RFQ.

The firm was selected for the following reasons:

- Very large firm with strong team.
- Significant experience similar to project requirements.
- Staff assigned is of the highest quality.
- Thorough analysis of the design and construction parameters.
- It is knowledgeable of regulatory requirements.
- Local office in Tampa allows for easy access and quick response.
City of St. Petersburg  
Meeting Minutes  
Evaluation Committee-Shortlist  
Procurement and Supply Management

Title: RFQ No. 6828 Consulting Services, Lift Station 63, Northeast Master Improvements  
Meeting Date: Wednesday, April 11, 2018  
Time: 10:00 a.m.  
Place: Municipal Services Center, Conference Room 800

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Evaluation Committee in attendance: Brejesh Prayman, Chair Diana Smillova, Eng & Caps David Abbaspour, Eng & Caps; Scott Murray, Eng & Caps; Charlie Wise, Water Resources  
Advisors in attendance: David Cindric, Water Resources; Robert Sparks, Water Resources; Daniel Singleton, Eng & Caps; Hamza Bouloudene, Eng & Caps  
Following general comments about the quality of the five firms and discussion of the strengths and weaknesses in the SOQs submitted; Diana Smillova moved to include AECOM Technical Services, Inc., Arcadis U.S., Inc., and Cardno, Inc. on shortlist; motion seconded by Charlie Wise, motion approved; |
|   a. Public Comments |  |
|   b. Florida's Open Meeting Law – FS 286.011 (MS) |  |
|   c. Prohibited Communication - AP #050100 (MS) |  |
|   d. Identify Chairperson (Diana Smillova) |  |
|   e. CCNA – FS 287.055 (MS) |  |
| 2. Evaluations of Statement of Qualifications (Strengths and Weaknesses) |  |
|   a. AECOM Technical Services, Inc. |  |
|   b. Arcadis U.S., Inc. |  |
|   c. Cardno, Inc. |  |
|   d. Carollo Engineers, Inc. |  |
3. Short-list
   a. AECOM Technical Services, Inc.
   b. Arcadis U.S., Inc.
   c. Cardno, Inc.

4. Clarifications/Questions

5. Adjournment 11:33 a.m.
# City of St. Petersburg
## Meeting Minutes
### Evaluation Committee Ranking
#### Procurement and Supply Management

**Title:** RFQ No. 6828: Consulting Services, Lift Station 63, Northeast Master Improvements  
**Meeting Date:** Monday, May 7, 2018  
**Time:** 3:30 p.m.  
**Place:** Water Resources Department, Administration Training Room

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Introductions</strong></td>
<td></td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Evaluation Committee present Brejesh Prayman, Chair</td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [MS]</td>
<td>David Abbaspour, Eng &amp; Caps; Scott Murray, Eng &amp; Caps;</td>
</tr>
<tr>
<td>d. Identify Chairperson (Brejesh Prayman)</td>
<td>Charlie Wise, Water Resources;</td>
</tr>
<tr>
<td></td>
<td>Advisors: David Cindric, Water Resources; Daniel Singleton, Eng &amp; Caps</td>
</tr>
<tr>
<td></td>
<td>Hamza Bouldoune, Eng &amp; Caps;</td>
</tr>
<tr>
<td></td>
<td>Evaluation Team discussed their findings of each of the 3 shortlisted firms based on the SOQs; presentations and interviews, and answers to questions; Following the discussion, the Evaluation Team did a blind ranking from 1 to 3. The firm with the lowest cumulative score would be the highest ranked firm.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Discussions of Strengths and Weakness of all 3 firms:</strong></td>
<td></td>
</tr>
<tr>
<td>a. AECOM Technical Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>b. Arcadis U.S., Inc.</td>
<td></td>
</tr>
<tr>
<td>c. Cardno, Inc.</td>
<td></td>
</tr>
</tbody>
</table>
The straw poll was taken and the votes were turned in to Michael who read aloud the results; the results tallied and the cumulative points were as follows: AECOM Technical Services, Inc. 7, Cardno, Inc., 11 and Arcadis U.S., Inc. 12.

Based on lowest cumulative score, the Evaluation Team ranked AECOM Technical Services, Inc. first; Cardno, Inc., second; and Arcadis U.S., Inc. third.

3. Ranking
   1. AECOM Technical Services, Inc.
   2. Cardno, Inc.
   3. Arcadis U.S, Inc.

Diana Smilnova, motioned to approve the final ranking of the firms; Scott Murray seconded the motion. No comments or discussion; The motion to approve the final ranking was unanimously approved.

4. Adjournment at 4:10 p.m.
Appendix A – Scope of Services

Lift Station 63 Northeast Master Improvements

City Project Number: 18092-111

A. BACKGROUND

The Lift Station 63 ("LS 63") is owned and operated by the city of St. Petersburg ("City"). Flow from LS 63 is pumped via a single force main to City’s Northeast Water Reclamation Facility ("NEWRF").

The City is in need of improving and rehabilitating LS 63. In general, the City anticipates this work to include replacing the pumps, replacing pipe/valves, replacing/upgrading electrical and control systems, improving the ability to remove screenings, consideration for installing a solids grinder system, replacing the ventilation and associated odor control systems, evaluating the overhead hoist to confirm integrity and functionality, and miscellaneous cosmetic maintenance.

The City has requested that AECOM Technical Services, Inc. ("A/E") provide engineering services to review the existing facility, develop/evaluate alternatives, and prepare a report to summarize findings and recommend improvements.

This Scope of Services sets forth the services, activities and responsibilities that will be performed by the A/E and the Deliverables that will be provided by the A/E pursuant to the Agreement. The terms contained in this Scope of Services shall have the meanings set forth in the Agreement unless otherwise defined in the Scope of Services.

B. SCOPE OF SERVICES

A/E will provide preliminary design services as described herein. Other services, such as final design, permitting, bidding assistance, and construction phase assistance will be authorized by the City under separate future authorizations.

The five (5) tasks set forth in this Scope of Services and the services, activities, responsibilities, and Deliverables that will be performed or provided by A/E in accordance with the Agreement are as described below. The task listing included in Appendix B – Fees and Costs, further defines the Scope of Services and level of effort to be provided by A/E.

TASK 1.0 – Project Management

A/E will set up the project within A/E’s project management system to allow work to proceed, conduct kick off meetings, and provide required project management activities (i.e., communication with City, staff management, invoicing, progress reporting, etc.) through the estimated 6-month duration of this assignment.
TASK 2.0 – Civil/Mechanical Preliminary Design

A/E will prepare preliminary design for the civil/mechanical elements of the project. Work is anticipated to include a site visit; review of record drawings; sizing/layout of pumps, pipe, valves, screenings removal system, potential channel grinders, and ventilation/odor control; and determination of monitoring features/devices including a new flow meter.

Pump sizing/selection to meet the design range of operation will be confirmed with computer hydraulic modeling that is based upon station piping, force main record drawings, and discharge configuration at the NEWRF. A/E will investigate two different pump selection alternatives: 1) three same size large pumps with one jockey (two large pumps to meet peak flow, the jockey for low flows, and the third large pump as a backup) and 2) four same size pumps (three pumps would meet peak flow, one pump at low speed for low flows, and the fourth pump as a backup).

For piping and valves, A/E will compare locating the individual pump isolation and check valves in the dry pit with locating these valves in a new valve vault located outside the building footprint.

For ventilation/odor control, A/E will evaluate three options: 1) ventilation improvements only without odor control; 2) ventilation improvements using a two stage chemical scrubber (like used at LS 85); and, if desired, 3) ventilation improvements using an odor control technology to be identified by the City at the project kick off meeting.

A/E will also locate/layout a single use, unisex bathroom; identify specific items to be demolished; develop a by-pass pumping concept; prepare a sequence of phased construction; prepare a preliminary opinion of probable construction cost ("OPCC"); and conduct internal quality review.

TASK 3.0 – Electrical/Instrumentation Preliminary Design

A/E will prepare preliminary design for the electrical/instrumentation elements of the project. Work is anticipated to include a site visit; review of record drawings; preliminary sizing/layout of electrical devices/components; review of the emergency generator system; development of control logic; and coordination with the City’s SCADA representative.

A/E will also identify specific items to be demolished; prepare preliminary drawings of the electrical floor plan, MCC/VFD line up, single line and P&ID; prepare a preliminary opinion of construction cost; and conduct internal quality review.

In performing this work, A/E will compare a replacement of the electrical systems with the station completely bypassed and shut down with a phased component-by-component rebuild while the station remains in operation. A/E will also compare rebuilding the existing generator and adding any required accessories with the purchase and installation of a new generator.
TASK 4.0 – Structural Preliminary Design

A/E will prepare preliminary design for the structural components of the project. Work is anticipated to include a site visit; review of record drawings; recommendations for specific repair/rehabilitation related to structural integrity; modifications to accommodate pump/valve removal; and evaluation of the overhead monorail/hoist system.

A/E will also identify specific items to be demolished, prepare a preliminary opinion of construction cost and conduct internal quality review.

TASK 5.0 – Preliminary Design Documentation

A/E will prepare and submit a draft Basis of Design Report ("BODR") and a final BODR. The objective of the BODR will be to document the preliminary design activities and recommendations for the project, which will provide a basis for future final design services. A/E will conduct a review meeting of the draft BODR and prepare meeting minutes.

As part of the BODR, A/E will prepare a preliminary specification outline, a preliminary construction drawing list, and will include the following preliminary drawings:

1. Demolition Plan
2. Site Plan (to include Temporary Bypass Pumping Plan)
3. Pump Station Floor Plans (mechanical and electrical)
4. Electrical Single Line
5. Process and Instrumentation Diagram

C. ADDITIONAL SERVICES

The A/E shall perform Additional Services related to this Project upon prior written authorization by the CITY based on a scope and fee mutually agreed upon by the City and A/E in writing. The Allowance identified in Appendix B shall only be used for Additional Services.

D. ASSUMPTIONS AND CONSIDERATIONS

Work will be done with the following understandings:

1. To the extent possible, A/E will coordinate its work with the Integrated Water Resource Master Plan, which is ongoing and being prepared by others.
2. A/E will proceed on the basis of providing a firm peak pumping capacity of 9 MGD with regular low flow rates as little as 1 MGD.
3. A/E will maintain the existing wet pit/dry pit configuration using dry pit submersible pumps. Other configurations will not be evaluated.
4. Regarding City Executive Order 2017-01 Sustainability and Resiliency Initiatives, A/E will incorporate the Institute for Sustainable Infrastructure’s Envision Guidelines during final design.
5. Previous work related to LS 63 was performed by Carollo in the report entitled “Northeast Master Lift Station Rehabilitation Preliminary Evaluations” dated April 2017. Most of the major recommendations included in Sections 6 and 8 of that report are described herein to be included in the BODR and associated OPCC. However, A/E will review these Sections with the City to address and also include (as appropriate) items such as: specific concrete, stair, and spall repair; roof and interior painting; wet well gate replacement and grout filleting; replacement of exterior doors; maintaining use of the surge valve; and pump suction bell sizing. If more extensive evaluation than allowed for herein is required to address these items, work will be performed as an Additional Service or carried into final design.

The following lists the City’s responsibilities:

1. Provide available as-built drawings (for LS 63 and its force main), operating records, and other information relative to the project. In performing the tasks described herein, A/E shall be entitled to rely upon the accuracy of data and information provided by the City without independent verification.

2. Maintain coordination between the development of the Integrated Water Resources Plan and this project.

3. Provide access to and around the project site.

4. Provide timely reviews of submitted information.

The following services are not included and will not be provided by A/E at this time:

1. Surveying
2. Geotechnical
3. Subsurface utility locations
4. Final design
5. Permitting
6. Bidding phase
7. Construction phase

E. DELIVERABLES

1. One draft PDF by e-mail of the BODR.
2. One final PDF by e-mail of the BODR.

F. PROJECT TEAM

In addition to direct employees of A/E, the project team also includes our subconsultant Electrical Design Associates (“EDA”), who will provide electrical and instrumentation engineering services.
# Appendix B - Fees and Costs

## Lift Station 63 Northeast Master Improvements

**City of St. Petersburg**  
**City Project Number: 18092-111**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Personnel Hours</th>
<th>Labor Fee</th>
<th>Expenses</th>
<th>Subconsultants</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task Group 1 - Project Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project setup and internal kick off meeting</td>
<td>14</td>
<td>$2,094</td>
<td></td>
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<tr>
<td>Client kick off meeting and minutes</td>
<td>12</td>
<td>$2,089</td>
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<tr>
<td>Ongoing project management (6 months)</td>
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<td>$6,552</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>$10,742</td>
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<td></td>
<td>$10,742</td>
</tr>
<tr>
<td><strong>Task Group 2 - Civil/Mechanical Preliminary Design</strong></td>
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<tr>
<td>Site visit</td>
<td>12</td>
<td>$1,908</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review record drawings</td>
<td>4</td>
<td>$836</td>
<td></td>
<td></td>
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<tr>
<td>Size/select/layout pumps, valves, piping</td>
<td>17</td>
<td>$2,331</td>
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<tr>
<td>Size/select/layout screening removal hoist/crane system</td>
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<td>$2,331</td>
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<tr>
<td>Size/select/layout ventilation/cooling control system</td>
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<td>$2,331</td>
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<tr>
<td>Size/select/layout option for channel grinders</td>
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<td>$1,055</td>
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<td>Identify process monitoring/control features/devices</td>
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<td>$1,863</td>
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<tr>
<td>Locate/layout option for single use, unisex bathroom</td>
<td>7</td>
<td>$1,055</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Identify specific demolition plan</td>
<td>7</td>
<td>$1,055</td>
<td></td>
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<tr>
<td>Develop by-pass pumping for construction</td>
<td>15</td>
<td>$2,107</td>
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<tr>
<td>Develop phased sequence of construction</td>
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<tr>
<td>Prepare preliminary opinion of construction cost</td>
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<tr>
<td>QA/QC Review</td>
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<td><strong>Subtotal</strong></td>
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<tr>
<td><strong>Task Group 3 - Electrical/Instrumentation Preliminary Design</strong></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>By EDA: size/layout new electrical devices/components; review emergency generator system; develop control logic, SCADA coordinates, OPEC; and prepare preliminary drawings</td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
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<tr>
<td><strong>Task Group 4 - Structural Preliminary Design</strong></td>
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<tr>
<td>Site visit</td>
<td>6</td>
<td>$1,174</td>
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<tr>
<td>Review record drawings</td>
<td>4</td>
<td>$836</td>
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<tr>
<td>Identify/recommend repair/rehab/modifications</td>
<td>15</td>
<td>$2,155</td>
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<tr>
<td>Identify specific demolition</td>
<td>7</td>
<td>$1,055</td>
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<tr>
<td>Prepare preliminary opinion of construction cost</td>
<td>7</td>
<td>$1,055</td>
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</tr>
<tr>
<td>QA/QC Review</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<tr>
<td><strong>Task Group 5 - Preliminary Design Documentation</strong></td>
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</tr>
<tr>
<td>Prepare Draft BODR - General</td>
<td>6</td>
<td>$1,174</td>
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<tr>
<td>Prepare Draft BODR - Civil/Mech</td>
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<tr>
<td>Prepare Draft BODR - Electro</td>
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<td>Prepare Draft BODR - Structural</td>
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<tr>
<td>Meet with City to review Draft BODR</td>
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<td>Prepare Final BODR</td>
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<td>Prepare Preliminary Specification Outline</td>
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<td>$1,055</td>
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<tr>
<td>Prepare Preliminary Design/Construction Drawing List</td>
<td>9</td>
<td>$1,269</td>
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<tr>
<td>Prepare Preliminary Demolition Plan</td>
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<td>$1,717</td>
<td></td>
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<tr>
<td>Prepare Preliminary Site Plan (w/bypass)</td>
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<tr>
<td>Prepare Preliminary Pump Station Floor Plans</td>
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<tr>
<td>Prepare Preliminary P&amp;D</td>
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<td>Prepare Preliminary Electrical Single Line</td>
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<td><strong>Total - Preliminary Engineering</strong></td>
<td>479</td>
<td>$71,929</td>
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</table>

## Allowance

**Total - Allowance**  
| - | - | - | - | - | - | - | - | - | $8,000 |

**TOTAL**  
| $97,919 |
## Appendix C - Design Schedule

**Lift Station 63 Northeast Master Improvements**

**City Project Number:** 18092-111

<table>
<thead>
<tr>
<th>Task</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project Management</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>2-4 Preliminary Design</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>5 Draft BODR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 City Review</td>
<td></td>
<td></td>
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<tr>
<td>5 Final BODR</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

A/E will endeavor to meet this schedule; however, should there be delays in receiving information from others and in obtaining subsequent authorization, approvals, and review comments from City, the schedule will be updated and adjusted as mutually agreed upon by A/E and City. A/E shall not be responsible for delays that occur as the result of the actions or inaction of others.
RESOLUTION NO. 2018-___

A RESOLUTION ACKNOWLEDGING THE SELECTION OF AECOM TECHNICAL SERVICES, INC. ("AECOM") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE LIFT STATION 63 NORTHEAST MASTER IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH AECOM FOR AECOM TO PROVIDE PRELIMINARY DESIGN PHASE SERVICES FOR THE LIFT STATION 63 NORTHEAST MASTER IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED $97,919; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 18092-111; ORACLE NO. 15809)

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 6828 dated February 27, 2018 for the Lift Station 63 Northeast Master Improvements Project; and

WHEREAS, the City received five (5) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the evaluation committee (Brejesh Prayman, Diana Smilova, David Abbaspour, Scott Murray, and Charlie Wise) met on April 11, 2018 to discuss the SOQs, shortlisted to three firms, and motioned to hear presentations and conduct interviews on May 7, 2018 with shortlisted firms; and

WHEREAS, on May 7, 2018, the three (3) shortlisted firms 1) AECOM Technical Services, Inc. ("AECOM"); 2) Arcadis U.S., Inc. ("Arcadis"); and 3) Cardno, Inc. ("Cardno") made presentations to the evaluation committee; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the three (3) firms, the selection committee met on May 7, 2018 and ranked AECOM as the most qualified firm to provide professional engineering services for the Lift Station 63 Northeast Master Improvements Project followed by Cardno and Arcadis; and

WHEREAS, Administration recommends City Council acknowledge the selection of AECOM as the most qualified firm to provide professional engineering services for the Lift Station 63 Northeast Master Improvements Project and authorize the Mayor or his designee to execute an architect/engineering agreement ("Agreement") with AECOM for AECOM to provide preliminary design phase services for the Lift Station 63 Northeast Master Improvements Project for an amount not to exceed $97,919; and
WHEREAS, Administration will bring an amendment to City Council in the future for detailed design, bidding, and construction phase services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of AECOM Technical Services, Inc. ("AECOM") as the most qualified firm to provide professional engineering services for the Lift Station 63 Northeast Master Improvements Project is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an architect/engineering agreement with AECOM for AECOM to provide preliminary design phase services for the Lift Station 63 Northeast Master Improvements Project for an amount not to exceed $97,919.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00396666
ST. PETERSBURG CITY COUNCIL
SEWER REPORT

Meeting of September 20, 2018

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

SUBJECT: A resolution authorizing the Mayor to execute an agreement with the City of Gulfport, Florida to provide wastewater service to the incorporated City of Gulfport, Pinellas County, for a term of ten (10) years; authorizing the Mayor to execute an Industrial Pretreatment Agreement, Inflow and Infiltration Agreement and Wet Weather Protocol Agreement with the City of Gulfport; and providing an effective date.

EXPLANATION: In 1988, the City of St Petersburg entered into a thirty (30) year agreement with the City of Gulfport, Florida to provide wastewater treatment services to certain real property located within Pinellas County known as Gulfport. In anticipation of its expiration on October 5, 2018 both parties wish to enter into a new Interlocal Agreement for wholesale wastewater services for a term of ten (10) years.

The City of Gulfport, herein referred to as Gulfport, agrees to pay for services provided by St Petersburg to include wastewater transmission, treatment, and disposal service (“Wastewater Services”) pursuant to the same policies applicable to customers within St. Petersburg. Gulfport agrees to pay for Wastewater Services to St. Petersburg directly based on our city’s utility rates and charges, plus a 25% outside the city surcharge as required by Section 27-284 of the City Code. The City is required by federal and state law to administer an approved industrial pretreatment program which requires the City to enter into a pretreatment agreement with Gulfport to address industrial pretreatment responsibilities. The Industrial Pretreatment agreement is attached to the Wastewater Service Agreement as Exhibit C. The City will also enter into an Inflow and Infiltration Agreement which serves to cooperatively reduce unpermitted discharges of wastewater, preserve capacity in the existing system, and assist in the planning for new or expanded capacity in the future. The Inflow and Infiltration Agreement is attached as Exhibit D. In addition, the City will also enter into a Wet Weather Protocol Agreement which standardizes operating procedures for discharge reporting and also includes set protocol for a communications contact list in the event of wet weather or other emergency conditions. The Wet Weather Protocol Agreement is attached as Exhibit E.

These agreements have been reviewed by Staff from the Water Resources and Legal Departments. Administration recommends authorizing the Mayor to execute an Agreement for Wastewater Services, a Pretreatment Agreement, Inflow and Infiltration Agreement and Wet Weather Protocol Agreement with Gulfport.

RECOMMENDATION: Administration recommends approving an Interlocal Agreement with Gulfport for wholesale wastewater services for a term of ten (10) years. Authorizing the Mayor to execute an Industrial Pretreatment Agreement, Inflow and Infiltration Agreement and Wet Weather Protocol Agreement with Gulfport; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funding for the provision of wholesale wastewater service and rate revenue for wholesale wastewater service have been previously appropriated in the Water Resources Operating Fund (4001).

APPROVALS:

[Signature]  
Administration

[Signature]  
Budget
RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CITY OF GULFPORT, FLORIDA TO PROVIDE WASTEWATER SERVICES TO THE CITY OF GULFPORT FOR A TERM OF TEN (10) YEARS; INCLUDING ASSOCIATED EXHIBIT AGREEMENTS ADDRESSING INFLOW AND INFILTRATION, INDUSTRIAL PRETREATMENT AND WET WEATHER PROTOCOLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg owns and operates a wastewater collection system, herein referred to as "the System"; and

WHEREAS, the City of Gulfport provides wastewater collection services to certain real property located within Pinellas County, Florida more specifically described in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, St. Petersburg and Gulfport have operated under a Sewer Agreement dated October 6, 1988 that terminates on October 5, 2018; and

WHEREAS, St. Petersburg agrees to provide, and Gulfport agrees to pay for wastewater collection services ("Wastewater Services") subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport are committed to complying with all federal, state and local rules and regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that the Mayor is hereby authorized to execute an agreement with the City of Gulfport to provide wastewater service to the City of Gulfport for a term of (10) ten years; including associated exhibit agreements addressing inflow and infiltration, industrial pretreatment and wet weather protocols; and providing an effective date.

This Resolution shall take effect immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
AGREEMENT FOR
WASTEWATER SERVICES

THIS AGREEMENT made and entered by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg," and the CITY OF GULFPORT, a Florida municipal corporation, herein referred to as "Gulfport". Both St. Petersburg, as a provider of Wholesale Wastewater Services, and Gulfport, as a recipient of Wholesale Wastewater Services, collectively hereafter sometimes referred to as the "Parties", are located in Pinellas County Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the System"; and

WHEREAS, Gulfport provides wastewater collection services to certain real property located within Pinellas County, Florida more specifically described in Exhibit “A”, attached hereto and incorporated by reference herein; and

WHEREAS, service to Gulfport is currently governed by an Agreement for sewage treatment service dated October 6, 1988 that terminates on October 5, 2018; and

WHEREAS, St. Petersburg agrees to provide, and Gulfport agrees to pay for wastewater transmission, treatment, and disposal service (“Wastewater Services”) subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport are committed to comply with all Federal, State and Local Rules and Regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, incorporating the above Whereas clauses as if fully stated herein and, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. SERVICE

(a) St. Petersburg agrees to provide and Gulfport agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.

(b) St. Petersburg will treat the total wastewater flow generated from Gulfport up to an annual average daily flow of 1,375,000 gallons per day (GPD) within St. Petersburg’s wastewater
treatment system in accordance with the terms of this Agreement and in accordance with the standards of quality and applicable rules and regulations.

(c) If for any reason, Gulfport experiences or anticipates an event in which the actual annual average daily flows exceed 1,375,000 GPD, Gulfport will immediately submit written notice to St. Petersburg and begin a joint analysis with St Petersburg to address the need for additional wastewater capacity. Any resolution reached concerning maximum daily flow and wastewater capacity between Gulfport and St Petersburg shall be reduced to a supplemental agreement between the two parties, which will reference the terms of this Agreement. A resolution between the parties regarding additional capacity and addressing the higher flow level must be reached within twelve (12) months of the date of St. Petersburg’s receipt of the written notice or this Agreement shall be terminated by St Petersburg.

2. POINT OF CONNECTION

(a) All wastewater flows delivered to St. Petersburg from Gulfport under this Agreement shall be delivered to a point of connection between the St. Petersburg wastewater system and the Gulfport wastewater system.

(b) The point of connection shall be that point where the conveyance system of St. Petersburg is physically connected with the conveyance system of Gulfport and is more specifically described in Exhibit “B” attached hereto and incorporated by reference herein. St. Petersburg shall own all wastewater facilities and appurtenances from the point of connection to the wastewater treatment facility, unless otherwise mutually agreed.

3. METERING

(a) Gulfport shall be responsible for the installation, operation, maintenance and replacement of an appropriately sized and configured wastewater flow meter together with appurtenant equipment. A meter presently exists at 29th Avenue South and Miriam Street (hereafter “the Gulfport Meter”) and any future metered connections at other locations shall be agreed upon by the parties hereto. Gulfport shall be responsible to inspect and calibrate the Gulfport Meter annually by the manufacturer or a qualified manufacturer’s representative. The metering equipment shall record total flow from Gulfport with an error tolerance not to exceed ± five percent (5%) of the full-scale reading, and suitable for billing purposes. Gulfport shall calibrate the Gulfport Meter and provide the results of the certified calibration to St. Petersburg in writing no later than January 31st of each year.

(b) Gulfport shall have the right to inspect the accuracy of the Gulfport Meter at any time in order to determine accuracy. The term "inspected" used in this Paragraph 3 shall mean an inspection by personnel certified by the manufacturer of the flow meter to test and calibrate the accuracy of the flow meter. Gulfport shall provide a report of the inspection findings to St. Petersburg within thirty (30) days of the completion of such inspection. If the Gulfport Meter is found to be in error exceeding five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer’s recommended standards at Gulfport’s expense. The Parties shall then review the monthly wastewater service bills since the last inspection or calibration of
the Gulfport Meter to attempt to identify when the error rate began to exceed five percent (±5%). In conducting their review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Gulfport’s collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of wastewater produced by Gulfport. If the Parties are unable to establish, to a reasonable degree of certainty, a time since the Gulfport Meter was last inspected or calibrated where it appears that the monthly wastewater flow from Gulfport, as measured by the Gulfport Meter, began differing from actual monthly wastewater flow from Gulfport by more than five percent (±5%), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly Wholesale Wastewater Service bills paid by Gulfport to St. Petersburg, since the date the Parties identify as the date on which the Gulfport Meter began malfunctioning, shall be adjusted. Gulfport shall pay to, or receive, from St. Petersburg the sum of the difference between the wastewater service bills invoiced since the Gulfport meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due or owed by Gulfport will be paid in equal monthly installments over the number of months the error rate exceeded five percent (±5%) beginning the month following re-computation of the wastewater service bills for that period.

4. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS**

   (a) Gulfport and St. Petersburg agree to comply with all applicable federal, state, and local regulations including, but not limited to, federal pretreatment and cross connection control regulations. Gulfport shall execute the attached Industrial Pretreatment Agreement attached as Exhibit “C” and incorporated by reference herein. This Industrial Pretreatment Agreement shall supersede the Agreement for water and sewer treatment services executed on October 6, 1988 between Gulfport and St. Petersburg, which was assigned to and accepted by Gulfport at that time.

   (b) If at any time, Gulfport shall not comply with the restrictions imposed upon it in this Agreement, or if Gulfport shall create any condition or allow any condition to persist which St. Petersburg determines to be harmful, disruptive, or destructive to any of its wastewater facilities that carry, treat and dispose of wastewater discharged by Gulfport, St. Petersburg shall give thirty (30) days written notice pursuant to paragraph 15 below to Gulfport to discontinue such harmful operation or practice. Should Gulfport refuse or be unable to correct such harmful condition within thirty (30) days of such written notice, St. Petersburg, at its sole discretion, may provide remedies to such conditions and charge all costs of said remedies to Gulfport, including the cost of repairing damage directly associated with St. Petersburg’s wastewater system, including intercepting sewers and pumping stations. Gulfport shall be responsible for any costs, fees, fines or penalties assessed against St. Petersburg as a result of permit or other regulatory violations caused as a result of any act, omission, or negligence by Gulfport or its officers, agents or employees in the operation of its wastewater collection system. Such costs, fees, fines or penalties shall be in addition to any other damages Gulfport is responsible for pursuant to this Agreement.

   (c) Gulfport understands and acknowledges that excess infiltration of fresh or saltwater into Gulfport’s wastewater system causes the capability of St. Petersburg to treat domestic and
industrial wastewater to be diminished and thus limits St. Petersburg’s ability to treat and dispose of wastewater. Gulfport agrees that at the point of connection to St. Petersburg's system, chloride levels shall not exceed the local limit established for chlorides in the City of St. Petersburg City Code, unless such chloride levels are due to extreme natural disaster or Act of God. (e.g. hurricane, tropical storm event). Gulfport agrees that the appropriate sampling location for St. Petersburg to sample Gulfport’s wastewater to verify Gulfport’s compliance with this Agreement will be the point of connection as shown on attached Exhibit “B”. Gulfport further agrees to keep its wastewater collection system in such reasonable repair and condition that excess infiltration and inflow will be minimized. Gulfport shall execute the Inflow and Infiltration Agreement attached as Exhibit “D” and incorporated by reference herein. As specified in the Inflow and Infiltration (I/I) Agreement, Gulfport shall undertake an Annual I/I Reduction Plan and Program Report (“Annual Report”) to identify excess inflow and infiltration and implement a program to control excess inflow and infiltration through a sewer rehabilitation program. (For purposes of this Agreement, the phrase “Excess Inflow and Infiltration” or any abbreviation thereof shall have the same definition as set forth in the Inflow and Infiltration Agreement attached as Exhibit “D” and incorporated by reference herein.) The form and format of the annual report shall be as agreed upon between both parties. Upon adoption of any applicable federal, state or local regulations relating to the maintenance, operation and management of sanitary sewer systems, Gulfport agrees to comply with the same and shall submit annual reports to St. Petersburg concerning its maintenance, operation and management program. In addition, Gulfport agrees to adhere to the standard operating procedure set forth for discharge reporting described in on attached Exhibit “E” which outlines the communication protocol between the City of Gulfport and the City of St. Petersburg in the event of extreme wet weather conditions.

(d) Gulfport agrees to deliver primarily domestic wastewater to St. Petersburg’s system. Gulfport agrees to prohibit the delivery of wastewater to the St. Petersburg system that will interfere with St. Petersburg’s treatment process and agrees to provide or require such pretreatment of Gulfport’s wastewater sufficient to meet untreated wastewater standards of the St. Petersburg wastewater system. The delivery of wastewater from the Gulfport system to the St. Petersburg system shall conform with the prohibitions and limitations established in the St. Petersburg City Code, as the same now exists, and/or as the same shall be hereafter amended from time to time. St. Petersburg shall adopt such local standards for Industrial Pretreatment for its customers, including wholesale users of the St. Petersburg wastewater system, by Ordinance, which may be amended, from time to time, for the protection of its wastewater system. St. Petersburg agrees to begin discussion with Gulfport no less than six (6) months prior to any changes to St. Petersburg’s Industrial Pretreatment Ordinance that would impact Gulfport with respect to industrial pretreatment of its wastewater.

5. PROJECTIONS AND WASTEWATER FLOWS

(a) No later than January 31st of each year, Gulfport will give written notice to St. Petersburg of its projected wastewater flows for the current year and the five (5) years following the year in which such notice is given. Such projections shall include maximum and average flows stated in gallons per day. Flow projections shall be based upon the sanitary sewer service district population projection, per capita daily demand projection, average daily wastewater projection, and average inflow and infiltration flow projections based upon historical records.
(b) In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgement or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Both Parties agree to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

(c) St. Petersburg reserves the right to restrict or otherwise limit the amount of capacity available to any customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of St. Petersburg, such restrictions or limitations are necessary for the efficient and effective operation of its system. St. Petersburg agrees to notify Gulfport in advance, if practicable, and to promptly notify Gulfport of any such event that would require it to restrict or otherwise limit its ability to treat wastewater from Gulfport and make reasonable efforts to work with Gulfport to mitigate adverse consequences of such restrictions or limitations. St Petersburg does not waive its right to terminate this Agreement through this or other expressions of good faith cooperation and negotiation.

6. **RATES AND CHARGES**

   (a) St. Petersburg agrees to provide, and Gulfport agrees to pay, for Wastewater Services based on the rates, fees, and charges, established by the St. Petersburg City Council by Ordinance. Gulfport shall also pay a twenty-five percent (25%) outside St. Petersburg city limit surcharge as authorized by Section 180.191 Florida Statutes and the St. Petersburg City Code. St. Petersburg shall provide preliminary notice to Gulfport at least one hundred and twenty (120) days prior to the effective date of any changes to its rates, fees, charges and surcharges. St. Petersburg shall also provide notice at least ten (10) days prior to the public hearing scheduled to consider such changes in the rates, fees, charges or surcharges.

   (b) St. Petersburg shall bill Gulfport monthly based on the meter reading of the Gulfport Meter in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Meter readings for the month shall be made on or about the last day of the month and payment shall be made upon receipt of invoice. Payments received after 45 days shall be subject to reasonable late charges as established by St. Petersburg and published in the St. Petersburg City Code. Failure of Gulfport to pay charges shall constitute a breach of this Agreement.

   (c) If it specifically understood and agreed that Gulfport will not provide collection and treatment services to its residents or other users at a rate less than the prevailing rate that the City of St. Petersburg charges its residents.
7. **NO ACQUIRED RIGHTS**

Neither Party, by reason or any provision of this Agreement, or the use of facilities there under, or otherwise, shall acquire any vested or adverse right or future right, in law or equity, in the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services, after the expiration of the initial term of this Agreement, or under any renewal thereof, shall not be deemed to initiate, create or vest any rights, save those herein expressly stated and enumerated.

8. **OWNERSHIP**

It shall be understood between the Parties hereto that each Party owns its own wastewater collection system, and each is a separate and independent system from the other.

9. **DISCONNECTION**

Should this Agreement terminate for any reason, the connections, pipes and appliances connected to the St. Petersburg system shall be disconnected within a reasonable amount of time not to exceed two (2) years, which will allow reasonable time for Gulfport to achieve an alternate connection or treatment solution, and the St. Petersburg system left in as good condition as before connection was made therewith, normal wear and tear excepted.

10. **DEFAULTS**

In addition to other legal remedies, if either Party shall fail to comply with the provisions of this Agreement, the other has the option to cancel this Agreement by giving the other Party ninety (90) days written notice.

11. **TERM**

The effective date of this Agreement shall be October 6, 2018, and the parties agree that the terms of this Agreement shall be retroactively applied to October 6, 2018 if this Agreement is not fully executed by that date. The term of this Agreement shall be for ten (10) years which will commence on October 6, 2018 and expire on October 5, 2028. Thereafter, this Agreement shall be automatically renewed from year to year without either party taking any action to renew the same. After the ten (10) year term, this Agreement may be terminated by either party upon 360 days written notice prior to the next annual anniversary date of the agreement as automatically extended. If either party desires the Agreement to end when the ten (10) year term is completed, 360 days written notice shall be given before the end of said ten (10) year term. Written notice shall be considered given if delivered by registered or certified mail of the Clerk of the municipality.

12. **ASSIGNMENT**

Gulfport agrees not to assign any of its right under this contract without the prior written approval of St. Petersburg with the same formality as employed in the execution of this Agreement.
13. SUPERSEDES

This Agreement for Wastewater Services replaces and supersedes the previous Agreement for sewage treatment services by and between Gulfport and St. Petersburg, dated October 6, 1988.

14. HOLD HARMLESS

Gulfport agrees to indemnify, defend, save, and hold harmless St. Petersburg from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Gulfport, its agents or employees, or due to any act, occurrence, omission, or negligence of Gulfport, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, St. Petersburg agrees to indemnify, defend, save, and hold harmless Gulfport from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by St. Petersburg, its agents or employees, or due to any act, occurrence, omission, or negligence of St. Petersburg, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by St. Petersburg of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

15. NOTICE

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, email, or when mailed, registered or certified first-class postage pre-paid as set forth below:

If to St. Petersburg, to: If to Gulfport, to:

Director Water Resources Department Director Public Works Department
City of St. Petersburg City of Gulfport
1635 Third Avenue North 2401 53rd St. S
St. Petersburg, FL 33713 Gulfport, FL 33707

with a copy to:

City Attorney City Attorney
City of St. Petersburg City of Gulfport
P.O. Box 2842 2401 53rd St. S
One 4th Street North Gulfport, FL 33707
St. Petersburg, FL 33701
16. ADDITIONAL PROVISIONS

If during the term of this Agreement, the property owners of the area served by Gulfport are annexed into St. Petersburg, then this Agreement shall become null and void one (1) year after the date of such annexation and St. Petersburg may purchase Gulfport’s wastewater utility facilities at a mutually agreed upon purchase price. If the Parties are unable to agree upon a purchase price for the facilities, the Parties agree to have the fair market value of the facilities determined by a Florida Court having appropriate jurisdiction and each Party shall be responsible for its own attorney’s fees and costs in any such proceeding. The termination of this Agreement shall not be used as a basis to diminish the fair market value to be paid for the utility facilities. Upon determination and payment of the fair and reasonable value of the facilities to Gulfport, the facilities shall be transferred to St. Petersburg.

17. SEVERABILITY

If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

CITY OF ST. GULFPORT, FLORIDA:

By: ___________________________
Name: __________________________
    James E. O’Reilly
    City Manager

ATTEST

(SEAL)

Lesley DeMuth
City Clerk

Date: __________________________

Approved as to Form and Content:

Andrew Salzman
City Attorney (Designee)
CITY OF ST. PETERSBURG, FLORIDA:

By: _______________________________
Name: ____________________________
Rick Kriseman
Mayor

ATTEST
(SEAL)

____________________________________
Chan Srinivasa
City Clerk

Date: _______________________________

Approved as to Form and Content:

____________________________________
City Attorney (Designee)
EXHIBIT C

INDUSTRIAL PRETREATMENT AGREEMENT BETWEEN
CITY OF ST. PETERSBURG
AND THE CITY OF GULFPORT, FLORIDA

RECITALS

WHEREAS, the City of St. Petersburg (“St. Petersburg”) owns and operates a wastewater collection, treatment, and disposal system, herein referred to as “the System”, and

WHEREAS, St. Petersburg has entered into an Agreement for Wastewater Services with the City of Gulfport (“Gulfport”) dated ________________ (“Wastewater Agreement”) whereby St. Petersburg has agreed to provide wastewater service (“Wastewater Services”) to Gulfport; and

WHEREAS, Gulfport provides Wastewater Services to certain real property located within Pinellas County, Florida more specifically described in Exhibit “A” to the Wastewater Services Agreement; and

WHEREAS, St. Petersburg is required by both Federal and State law to implement a pretreatment program applicable to all industrial users of the System wherever located; and

WHEREAS, Gulfport acknowledges its responsibility to comply with all appropriate Federal, State, and Local laws and regulations relating to industrial pretreatment;

In consideration of the following terms and conditions contained herein St. Petersburg and Gulfport agree that:

1. Gulfport shall certify and document no later than January 31st of each year that there are no significant industrial users, as defined by Federal, State, and Local regulations including Section 27-206(a) St. Petersburg City Code, nor dental dischargers as defined in Title 40, Part 441 of the Code of Federal Regulations, effective date July 14, 2017 connected to Gulfport Wastewater System (“the Gulfport System”). Such documentation shall be sent to:

   Director of Water Resources Department
   City of St. Petersburg
   1635 Third Avenue North
   St. Petersburg, FL 33713

2. Gulfport shall designate an appropriate official or employee to review, on an annual basis, all pertinent records (e.g., connection permits, business licenses, water use records) to determine whether any significant industrial user or dental dischargers will be served by Gulfport. If a prospective significant industrial user or dental discharger is identified, Gulfport shall report this fact to St. Petersburg, and in that event, and only in that event, shall the provisions of paragraphs 4 and 5 below be
invoked. Gulfport shall provide St. Petersburg access to these records for independent verification upon request.

3. Gulfport agrees that, when required to do so, it will adopt and diligently enforce a wastewater use program which references, at a minimum, the “prohibited discharge” standards and the National Categorical Standards contained in the Federal Pretreatment Regulations, State regulations and the local limitations adopted by St. Petersburg related to industrial pretreatment, including dental dischargers as defined in Title 40, Part 441 of the Code of Federal Regulations, effective date July 14, 2017.

4. St. Petersburg, at its discretion, shall install appropriate metering and monitoring equipment at all points where the Gulfport System connects to St. Petersburg’s System. All reasonable costs or expenses incurred by St. Petersburg in maintaining and operating this equipment shall be assessed in accordance with the terms of the wholesale wastewater service agreement between St. Petersburg and Gulfport dated ____________________.

5. Gulfport shall not authorize any significant industrial user or dental discharger located within its jurisdiction to commence discharging to its wastewater system until provision has been made between Gulfport and St. Petersburg to oversee the significant industrial user’s compliance with all applicable Federal, State, and Local pretreatment requirements. This shall be accomplished by renegotiation of this Agreement to establish and designate administrative responsibilities between Gulfport and St. Petersburg for all pretreatment legal and programmatic functions required by Title 40, Part 403 of the Code of Federal Regulations and Rule 62-625, Florida Administrative Code, and any other appropriate Federal, State, and Local regulations, including the following.

   a) The agreement should indicate whether Gulfport or St. Petersburg is responsible for issuing control mechanisms to industrial users located within the contributing jurisdiction. If joint control mechanisms are to be issued, the agreement should indicate which party will take the lead in preparing the draft control mechanisms.

   b) The agreement should indicate whether Gulfport or St. Petersburg has primary responsibility for enforcing pretreatment standards and requirements against industrial users located within Gulfport sewer service area. If Gulfport has primary responsibility for enforcing the program, the agreement should specify whether St. Petersburg can enforce such pretreatment standards and requirements if Gulfport fails to do so.

   c) Where Gulfport has primary responsibility for permitting, compliance monitoring, and enforcement, it agrees that St. Petersburg has the right to take legal action as necessary to enforce the terms of the agreement and act directly against noncompliant industrial users if Gulfport is unable or unwilling to do so. The agreement should also provide for remedies available against
Gulfport, including indemnification and specific performance of pretreatment activities.

AGREED TO AND EXECUTED on this _____ day of ________________, 2018.

CITY OF GULFPORT, FLORIDA:  
By: ___________________________  
Name: ____________________________  
James E. O’Reilly  
City Manager  

ATTEST  
(SEAL)  
____________________________________  
Lesley DeMuth  
City Clerk  

Date: _______________________________  
Approved as to Form and Content:  
____________________________________  
Andrew Salman  
City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA:  
By: ___________________________  
Name: ____________________________  
Rick Kriseman  
Mayor  

ATTEST  
(SEAL)  
____________________________________  
Chan Srinivasa  
City Clerk  

Date: _______________________________  
Approved as to Form and Content:  
____________________________________  
City Attorney (Designee)
EXHIBIT D

INFLOW AND INFILTRATION AGREEMENT

Between

CITY OF ST. PETERSBURG and GULFPORT

THIS INFLOW AND INFILTRATION AGREEMENT is entered into this ___ day of ____________, 2018, by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as “St. Petersburg”, and Gulfport, a Florida municipal corporation, herein referred to as “Gulfport”. Both St. Petersburg, as a provider of wholesale wastewater services, and Gulfport, as a recipient of wholesale wastewater services, collectively hereafter sometimes referred to as the “Parties,” are located in Pinellas County Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns, operates and maintains wastewater collection/transmission, treatment, and disposal facilities (“the System”) [which includes but is not limited to the Northwest (FLA128821), Albert Whitted (FLA128830), Southwest (FLA128848), and Northeast (FLA128856) Water Reclamation Facilities (“Facilities” or “System”), and the St. Petersburg Master Reuse System (FLA012881)] that are permitted by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, St. Petersburg provides wastewater transmission, treatment and disposal service (“Wastewater Service”) to Gulfport pursuant to an agreement dated ____________, 2018 (the “Agreement”); and

WHEREAS, both Parties recognize that St. Petersburg and FDEP entered into a consent order (OGC FILE NO. 16-1280) addressing unpermitted discharges of wastewater and effluent from several of its Facilities and System; and

WHEREAS, both Parties recognize that excessive inflow and infiltration (I/I) (“Excess I/I”) of stormwater and groundwater into the Parties’ sanitary sewer systems may contribute to unpermitted discharges; and

WHEREAS, St. Petersburg desires to establish Peaking Factors within its wastewater collection/transmission, treatment, and disposal systems; including contributory flow received from wastewater collection/transmission systems owned and operated by Gulfport; and

WHEREAS, both Parties recognize the need for cooperation to allow Gulfport to determine the most cost-effective way to reduce I/I in order to remain below the maximum Peaking Factors.
NOW, THEREFORE, St. Petersburg and Gulfport hereby enter the following agreement:

1. PURPOSE OF AGREEMENT

   (a) The purpose of this Agreement is to cooperatively reduce unpermitted discharges of wastewater, preserve capacity in the existing System, and assist in the planning for new or expanded capacity in the future. This Agreement establishes standards for acceptance of Inflow and Infiltration (I/I) from wholesale wastewater customers through monitoring of Peaking Factors and the requirement that Gulfport prepare and implement plans to reduce Excess I/I on an annual basis and provide St. Petersburg with progress reports that reflect best efforts to protect the health, welfare and safety of the public and the environment by requiring the reduction of I/I and minimizing the risk of overflows in the System.

2. DEFINITIONS

   (a) “Annual Average Daily Flow” means the total volume of wastewater measured at the compliance point during any consecutive 365 days, divided by 365 and expressed in units of MGD.

   (b) “Compliance Point” means the point of flow measurement where Gulfport’s flows enter into the St. Petersburg System.

   (c) “Excess Inflow and Infiltration (Excess I/I)” means I/I is considered excessive if the actual flow rate at the Compliance Point exceeds either the Maximum Day Flow or the Peak Hour Flow calculated in accordance with Paragraph 3 (b) of this agreement.

   (d) “Maximum Day Flow” means the largest volume of wastewater measured at the compliance point during any consecutive 24-hour period, expressed in units of MGD; maximum 24-hour flow.

   (e) “MGD” means a flow rate expressed in million gallons per day.

   (f) “Peak Flow” means the maximum wastewater flow rate Gulfport is authorized to deliver to the System expressed as both a maximum daily flow and peak hour flow.

   (g) “Peak Hour Flow” means the largest volume of wastewater measured at the compliance point during any consecutive 60-minute period, expressed in units of MGD; maximum 60-minute flow.

   (h) “Peaking Factor” means a multiplier that expresses the ratio of a peak (or maximum) flow to the annual average daily flow; the maximum day peaking factor is the ratio of the measured maximum day to the measured annual average daily flow; the peak hour peaking factor is the ratio of the measured peak hour flow to the measured annual
average daily flow.

(i) “’Reporting Year’ means the twelve-month period of January through December.

3. PEAK FLOW

(a) Wastewater flows measured at the compliance point are expected to not exceed the authorized Peak Flow during any given time periods.

(b) Peaking Factors for Annual Average Daily Flow, Maximum Day Flow and Peak Hour Flow Allocations shall be:

<table>
<thead>
<tr>
<th>Level of Service Flow</th>
<th>Peaking Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Average (daily)</td>
<td>1.0</td>
</tr>
<tr>
<td>Maximum Day</td>
<td>2.0</td>
</tr>
<tr>
<td>Peak Hour</td>
<td>3.0</td>
</tr>
</tbody>
</table>

4. PEAK FLOW RATE REDUCTION REQUIREMENTS

(a) Gulfport shall take appropriate actions to ensure that its wastewater flows do not exceed the Peak Flows calculated in accordance with Paragraph 3(b) of this Agreement. If Gulfport has multiple compliance points within Gulfport’s system, the flow rate will be evaluated for each compliance point. A flow rate exceedance occurs if the highest measured value of Gulfport’s applicable flow rate, as recorded by St. Petersburg from flow data collected at compliance points defined in Exhibit [B], exceeds Gulfport’s applicable Peak Flow.

5. REPORTING REQUIREMENTS

(a) Flow Rate Exceedance Report. If Gulfport has a flow rate measured at a compliance point which exceeds the Peak Flow as defined in this Agreement, St. Petersburg will notify Gulfport of the exceedance in writing within 7 days of the exceedance. Within thirty (30) days of being notified of a flow rate exceedance by St. Petersburg, Gulfport shall provide St. Petersburg a written evaluation of what caused the exceedance, what actions will be taken to correct the exceedance and when these actions will be completed. If the actions and timelines for correction of this exceedance are already contained within Gulfport’s Annual Report (Section 5. (b)), the written evaluation must reference the applicable section of the Annual Report and provide written verification that
the plans and timelines detailed in the Annual Report will eliminate further exceedances from this compliance point.

(b) **Annual I/I Reduction Plan and Progress Report** ("Annual Report"). No later than January 31st of each year, Gulfport shall submit an Annual Report to St. Petersburg. This report shall be certified for accuracy by a professional engineer licensed in the state of Florida or by a corporate officer. The Annual Report must contain the following information:

i) Detailed documentation of Excess I/I identification and reduction activities carried out during the reporting year. This report should identify the manhole covers plugged and sealed, cross connections eliminated, service laterals lined, manholes rehabilitated or replaced, a description of sanitary sewer lines rehabilitated or replaced and other reduction activities. This report should also include the linear feet of sanitary sewer televised, smoke test results, flow monitoring information, and other Excess I/I identification tasks completed.

ii) Detailed plans of I/I identification and reduction activities that Gulfport will complete during the upcoming calendar year. These plans should include activities, timelines and milestones.

iii) Copies of any information distributed to the public concerning Excess I/I reduction efforts. Alternatively, Gulfport may substitute a copy of their periodic status report addressed to FDEP as required under a Consent Order, if applicable.

**CITY OF ST. GULFPORT, FLORIDA:**

**ATTEST**

By: ______________________________

Name: ____________________________

James E. O’Reilly
City Manager

____________________________________

Lesley DeMuth
City Clerk
Date: _______________________________
Approved as to Form and Content:

____________________________________
Andrew Salzman
City Attorney (Designee)

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

By: _______________________________
Name: ____________________________
Rick Kriseman
Mayor

(SEAL)

Chan Srinivasa
City Clerk

Date: _______________________________
Approved as to Form and Content:

____________________________________
City Attorney (Designee)
EXHIBIT E

AGREEMENT FOR WET WEATHER PROTOCOLS
Between
CITY OF ST. PETERSBURG AND CITY OF GULFPORT

THIS AGREEMENT made and entered into this _____ day of ___________, 2018 by
and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred
to as “St. Petersburg”, and the CITY OF GULFPORT, a Florida municipal corporation, herein
referred to as “Gulfport”. Both St. Petersburg and Gulfport collectively referred to as the “Parties”,
are located in Pinellas County.

W I T N E S S E T H:

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and
disposal system, herein referred to as “the System”; and

WHEREAS, St. Petersburg and Gulfport’s wastewater flows are treated at the Southwest
Water Reclamation Facilities “SWWRF”; and

WHEREAS, wet weather conditions may cause both St. Petersburg and Gulfport to
contribute excess flows to the System; and

WHEREAS, St. Petersburg has increased the funding for and is currently implementing a
program to reduce inflow and infiltration into the System; and

WHEREAS, wet weather or other emergency conditions within St. Petersburg and/or
Gulfport may cause the unintentional discharge of flows into Clam Bayou; and

WHEREAS, this Agreement sets forth communication protocols during wet weather or
emergency conditions,

NOW, THEREFORE, incorporating the above whereas clauses as if fully stated herein and
in consideration of the mutual covenants and promises contained herein, the Parties hereby agree
as follows:

1. St. Petersburg has standard operating procedures (SOP’s) for discharge reporting. These
SOP’s include contacting Gulfport in the event known discharges occur into Clam Bayou.
In accordance with the SOP’s, St. Petersburg shall contact the Gulfport Public Works
Director and Utilities Superintendent at the phone numbers set forth in the Communication
Contact List attached hereto and incorporated herein as Exhibit E-1. If the individual listed
on Exhibit E-1 does not answer the phone, the notifying Party may leave a message.
2. If wet weather or other emergency conditions cause a Gulfport daily total flow to exceed its annual average daily flows by a factor of 2.0, Gulfport shall contact St. Petersburg’s Plant Maintenance Supervisor and the Water Reclamation Facility Manager at the phone numbers set forth in Exhibit E-1. If the individual listed on Exhibit E-1 does not answer the phone, the notifying Party may leave a message.

3. The individuals listed in Exhibit E-1 shall be updated by each Party if there are changes in the respective positions. Exhibit E-1 shall be reviewed and updated as necessary by written notification of the Party wishing to make a change. Changes shall be conveyed to all individuals listed in Exhibit E-1.

4. St. Petersburg and Gulfport agrees that during severe wet weather events, they will evaluate various, alternative means of operating their respective collections systems in order to avoid the diversion of wastewater into the Clam Bayou storm drainage system. In the event that St. Petersburg or Gulfport determines there is no viable alternative to diverting wastewater into the Clam Bayou drainage system, taking into account both environmental protection and public health, safety and welfare, each party shall notify the other party of such determination prior to commencing such diversion. Notwithstanding the foregoing, in the event an emergency does not allow for such prior notice, such notification shall be made promptly, but in no event later than eight (8) hours subsequent to such diversion to the individuals listed in Exhibit E-1. In the event of such a diversion, the party diverting such wastewater will provide the other party a copy of all materials distributed to its residents and copies of any information warning placards placed or distributed in the area of Clam Bayou.

5. Wastewater conveyed to the System by Gulfport is treated at the Southwest Water Reclamation Facilities. Wet weather or other conditions may cause the unintentional discharge of flows prior to reaching the Water Reclamation Facilities. St. Petersburg agrees that does not have a standard operating procedure to divert wastewater from its collection system into the Clam Bayou storm drainage system. If an unintentional wastewater discharge into Clam Bayou storm drainage system occurs and St. Petersburg has knowledge of such discharge, St. Petersburg shall notify Gulfport in accordance with the SOP’s.

6. Should either St. Petersburg or Gulfport self-report an incident to the Florida Department of Environmental Protection (FDEP) related to Clam Bayou, it will provide a copy of the “notice of event” incident report submitted to FDEP to the other party.

7. This Agreement shall remain in effect for the term of the wholesale wastewater service Agreement or the term of any subsequent service agreement executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by their proper officers, duly authorized, and have affixed their corporate seals on the day and year first above written.

CITY OF ST. GULFPORT, FLORIDA: ATTEST
By: _______________________________ 
Name:   ____________________________ 
           James E. O’Reilly  
   City Manager  

____________________________________ 
Lesley DeMuth 
City Clerk 

Date: _______________________________ 
Approved as to Form and Content: 

____________________________________ 
Andrew Salzman 
City Attorney (Designee) 

CITY OF ST. PETERSBURG, FLORIDA:   ATTEST 

By: _______________________________ 
Name:   ____________________________ 
           Rick Kriseman  
   Mayor  

____________________________________ 
Chan Srinivasa 
City Clerk 

Date: _______________________________ 
Approved as to Form and Content: 

____________________________________ 
City Attorney (Designee)
EXHIBIT E-1

Communication Contact List

**City of Gulfport**

Utilities Superintendent
Clay Lott
727-893-1085 (office)
727-224-0524 (cell)
clott@mygulfport.us

Public Works Director
Tom Nicholls
727-893-1090 (office)
727-647-1438 (cell)
tnicholls@mygulfport.us

City Manager
James O’Reilly
727-893-1009 (office)
727-249-8996 (cell)
joreilly@mygulfport.us

**City of St. Petersburg**

Plant Maintenance Supervisor
Dave Cindric
727-892-5627 (office)
727-580-7911 (cell)
David.cindric@stpete.org

Water Reclamation Facilities Manager
Charlie Wise
727-892-5687 (office)
727-420-6954 (cell)
Charlie.wise@stpete.org

Water Resources Director
John Palenchar
727-892-5698 (office)
727-286-0974 (cell)
John.Palenchar@stpete.org
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor to execute an agreement with the City of Gulfport, Florida to provide potable water service to the incorporated City of Gulfport, Pinellas County, for a term of ten (10) years; authorizing the Mayor to execute an Agreement for Water Services; and providing an effective date.

EXPLANATION: In 1988, the City of St Petersburg entered into a thirty (30) year agreement with the City of Gulfport, Florida to provide wholesale water services to certain real property located within Pinellas County known as Gulfport. In anticipation of its expiration on October 5, 2018 both parties wish to enter into a new Interlocal Agreement for wholesale water services for a term of ten (10) years.

The City of Gulfport, herein referred to as Gulfport, agrees to pay for potable water services provided by St Petersburg ("Water Services") pursuant to the same policies applicable to customers within St. Petersburg. Gulfport agrees to pay for Water Services to St. Petersburg directly based on our city's water rates and charges, plus a 25% outside the city surcharge as required by Section 27-142 of the City Code.

This agreement has been reviewed by Staff from the Water Resources and Legal Departments. Administration recommends authorizing the Mayor to execute an Agreement for Water Services.

RECOMMENDATION: Administration recommends approving an Interlocal Agreement with Gulfport for water services for a term of ten (10) years; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for the provision of wholesale water service and rate revenue for wholesale water service have been previously appropriated in the Water Resources Operating Fund (4001).

APPROVALS:

[Signatures]

Administration

Budget
RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CITY OF GULFPORT, FLORIDA TO PROVIDE WATER SERVICE TO CITY OF GULFPORT FOR A TERM OF TEN (10) YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg owns and operates a potable water system, herein referred to as "the System"; and

WHEREAS, the City of Gulfport provides water services to certain real property located within Pinellas County, Florida more specifically described in Exhibit “A”, attached hereto and incorporated by reference herein; and

WHEREAS, St. Petersburg and Gulfport have operated under an Agreement for Water Service dated October 6, 1988 that terminates on October 5, 2018; and

WHEREAS, St. Petersburg agrees to provide, and Gulfport agrees to pay for potable water services ("Water Services") subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport are committed to comply with all federal, state and local rules and regulations governing water systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that the Mayor is hereby authorized to execute an agreement with the City of Gulfport to provide water service to the City of Gulfport for a term of (10) ten years; and providing an effective date.

This Resolution shall take effect immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
AGREEMENT FOR WATER SERVICES

THIS AGREEMENT made and entered by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg," and the CITY OF GULFPORT, a Florida municipal corporation, herein referred to as "Gulfport". Both St. Petersburg, as a provider of water services, and Gulfport, as a recipient of water services, collectively hereafter sometimes referred to as the "Parties", are located in Pinellas County Florida.

WITNESSETH:

WHEREAS, St. Petersburg owns and operates a potable water system, herein referred to as "the System"; and

WHEREAS, Gulfport believes it will be in the best interests of the citizens and inhabitants of Gulfport to continue to have potable water services ("Water Services") provided by St. Petersburg; and

WHEREAS, service to Gulfport is currently governed by a Water Service Agreement dated October 6, 1988 that terminates on October 5, 2018; and

WHEREAS, St. Petersburg provides wholesale water services to certain real property located within Pinellas County, Florida more specifically described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, St. Petersburg agrees to sell and Gulfport agrees to buy potable water during the term of this Agreement in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, St. Petersburg and Gulfport are committed to comply with all federal, state and local Rules and Regulations governing water systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Gulfport covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, incorporating the above Whereas clauses as if fully stated herein and in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. SERVICE

   (a) St. Petersburg agrees to provide and Gulfport agrees to pay for Water Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.
2. POINT OF CONNECTION

(a) All potable water flows delivered by St. Petersburg to Gulfport under this Agreement shall be delivered through metered connections between the St. Petersburg water system and the Gulfport water system.

(b) Metered connections presently exist at Fairfield Avenue/49th Street South, 7th Avenue/58th Street South, Gulfport Blvd/64th Street South, 26th Avenue/49th Street South and NEC of Royal Palm Dr. S/Pelican Creek Crossing. Any future metered connections at other locations shall be agreed upon by the Public Works Director of Gulfport and the St. Petersburg Water Resources Director, or their designated representatives. Metered connections are specifically described in Exhibit “A” attached hereto and incorporated by reference herein.

3. METERING

(a) St. Petersburg shall be responsible for the installation, operation, maintenance and replacement of appropriately sized and configured water backflow meters together with appurtenant equipment at such location as shown in Exhibit “B” (hereafter “the Gulfport Meter”). The metering equipment shall be a standard make and type, installed at a readily accessible location, and shall record total flow delivered with an error tolerance not to exceed ± five percent (5%) of the full-scale reading, suitable for billing purposes.

(b) St. Petersburg shall read the Gulfport’s Meters for billing purposes each month. No later than January 31st of each year, St. Petersburg shall calibrate the Gulfport Meter and provide the results of the certified calibration to Gulfport in writing.

(c) Gulfport shall have the right to check the accuracy of the Gulfport Meter at any time by notifying St. Petersburg in writing and requesting that St. Petersburg conduct an inspection of the Gulfport Meter. St. Petersburg shall arrange for an inspection and provide at least three (3) days advance written notice to Gulfport of the date of such inspection. St. Petersburg shall provide a report of the inspection findings to Gulfport within thirty (30) days of the completion of such inspection. If the meter is found to be recording flows within ± five percent (5%), Gulfport shall bear the cost of such inspection and shall reimburse St. Petersburg for the inspection costs within thirty (30) days of receipt of invoice for those costs. The term "inspected" used in this Paragraph 3 shall mean an inspection by personnel certified by the manufacturer of the flow meter to test and calibrate the accuracy of the flow meter.

(d) If the Gulfport Meter is found to be in error exceeding five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer’s recommended standards at St. Petersburg’s expense. The Parties shall then review the monthly water service bills since the last inspection or calibration of the Gulfport Meter to attempt to identify when the error rate began to exceed five percent (±5%). In conducting their review, the Parties shall consider relevant historical water flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Gulfport’s water system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of water used by Gulfport. If the Parties
are unable to establish, to a reasonable degree of certainty, a time since the Gulfport Meter was last inspected or calibrated where it appears that the monthly water flow to Gulfport, as measured by the Gulfport Meter, began differing from actual monthly water flow to Gulfport by more than five percent (±5%), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly wholesale water service bills paid by Gulfport to St. Petersburg since the date the Parties identify as the date on which the Gulfport Meter began malfunctioning, shall be adjusted. Gulfport shall pay to or receive from St. Petersburg the sum of the difference between the water service bills invoiced since the meter began malfunctioning and the re-computed water service bills for that period. Amounts due or owed by Gulfport will be paid in equal monthly installments over the number of months the error rate exceeded five percent (±5%) beginning the month following re-computation of the water service bills for that period. The term “inspected” used in paragraph 3 shall mean an inspection by personnel certified by the manufacturer of the meter to test and calibrate the accuracy of the meter.

4. USE

(a) Gulfport agrees not to distribute water received from St. Petersburg pursuant to this Agreement to any other person and further agrees not to make or permit any cross-connections or interconnection to any other water supply. Gulfport shall be responsible for all costs of connection to the supply mains, including but not limited to the costs of mains and other pipes, meters, and operation and maintenance costs of all facilities on the Gulfport side of the meters.

(b) It is specifically understood and agreed that Gulfport shall be permitted to furnish water to consumers outside the limits of Gulfport who may not practically be served by St. Petersburg. Gulfport will not sell water to persons located within the City of St. Petersburg or outside the City of Gulfport unless it shall be determined by the Water Resources Director of St. Petersburg that the service to these residents by St. Petersburg is not practical.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

(a) Gulfport shall comply with all applicable laws and regulations related to water use and to the enforcement of water conservation requirements, including, but not limited to assisting the Southwest Florida Water Management District (District) with enforcement provisions of the year-round water conservation measures of Chapter 40D-22.201, F.A.C. in accordance with Section 373.609, F.S. In addition, Gulfport shall implement all water shortage or water shortage emergency orders declared by the District pursuant to Chapter 40D-21, F.A.C.

(b) Gulfport agrees that should any contamination or possibility of contamination occur within its water system, or should any other situation occur within its system that would affect the public health or safety of other customers receiving water from St. Petersburg, Gulfport will immediately notify the Water Resources Director and take all steps necessary to correct the situation, including the temporary discontinuation of service and installation of isolation backflow prevention assemblies, that are necessary to protect the water supply.

6. PROJECTIONS AND WATER FLOWS
(a) No later than January 31st of each year, Gulfport will give written notice to St. Petersburg of its projected treated water requirements for the current year and the five (5) years following the year in which such notice is given. Such projections shall include maximum and average flows stated in gallons per day. Flow projections shall be based upon the population projection, per capita daily demand projection, and average daily water projections based upon historical records.

(b) St. Petersburg reserves the right to restrict or otherwise limit the amount of capacity available to any customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of St. Petersburg, such restrictions or limitations are necessary for the efficient and effective operation of its system. St. Petersburg agrees to notify Gulfport in advance, if practicable, and to promptly notify Gulfport of any such event that would require it to restrict or otherwise limit its ability to deliver water to/from Gulfport and make reasonable efforts to work with Gulfport to mitigate adverse consequences of such restrictions or limitations. St. Petersburg does not waive its right to terminate this Agreement through this or other expressions of good faith cooperation and negotiation.

(c) In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgement or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Both Parties agree to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

7. RATES AND CHARGES

(a) St. Petersburg agrees to provide and Gulfport agrees to pay for water service on the basis of measured flows and billed in accordance with the rates, fees, and charges established by the St. Petersburg City Council, plus a 25% outside the City limit surcharge as authorized by Section 180.191 Florida Statutes and the St. Petersburg City Code.

(b) St. Petersburg agrees to complete a rate study prior to the beginning of each fiscal year to establish the estimated rate for the next fiscal year. The actual rate for the current year will be determined approximately 60 days before the end of the current fiscal year. St. Petersburg agrees to provide, at Gulfport’s request, all details for the annual rate study including such costs and analysis and other information used in the development of the actual and estimated Gulfport wholesale service rate. St. Petersburg shall provide preliminary notice to Gulfport at least one hundred and twenty (120) days prior to the effective date of any changes to its rates, fees, charges and surcharges. St. Petersburg shall also provide notice at least ten (10) days prior to the public
hearing scheduled to consider such changes in the rates, fees, charges or surcharges.

(c) St. Petersburg shall bill Gulfport monthly and payment shall be made upon receipt of invoice. Payments received after thirty (45) days shall be subject to reasonable late charges as established by St. Petersburg. Failure of Gulfport to pay charges shall constitute a breach of this Agreement and St. Petersburg may, at its option, terminate this agreement and discontinue service to Gulfport.

(d) It is specifically understood and agreed that Gulfport will not provide water services to its residents or other users at a rate less than the prevailing rate that the City of St. Petersburg charges its residents.

8. **SERVICE STANDARDS**

St. Petersburg shall comply with all applicable federal and state requirements and rules related to the provision of water service to the public. St. Petersburg does not guarantee any special service, pressure, quality, capacity, or availability other than that which is required to fulfill St. Petersburg’s duty of reasonable care in providing water service.

9. **OWNERSHIP**

It shall be understood between the Parties hereto that each Party owns its own water system, and each is a separate and independent system from the other.

10. **DISCONNECTION**

Should this Agreement terminate for any reason, the connections, pipes and appliances connected to the St. Petersburg system shall be disconnected within a reasonable amount of time not to exceed two (2) years, which will allow for Gulfport to achieve an alternate connection, and the St. Petersburg system left in as good condition as before connection was made therewith, normal wear and tear excepted.

11. **DEFAULTS**

In addition to other legal remedies, if either Party shall fail to comply with the provisions of this Agreement, the other has the option to cancel this Agreement by giving the other Party ninety (90) days written notice.

12. **TERM**

The effective date of this Agreement shall be October 6, 2018 and the parties agree that the terms of this Agreement shall be retroactively applied to October 6, 2018 if this Agreement is not fully executed by that date. This term of this Agreement shall be for ten (10) years which will commence on October 6, 2018 and expire on October 5, 2028. Thereafter, this Agreement shall be automatically renewed from year to year without either party taking any action to renew the same. After the ten (10) year term, this Agreement may be terminated by either party upon 360 days
written notice prior to the next annual anniversary date of the Agreement as automatically extended. If either party desires the Agreement to end when the ten (10) year term is completed, 360 days written notice shall be given before the end of said ten (10) year term. Written notice shall be considered given if delivered by registered or certified mail of the Clerk of the municipality.

13. **ASSIGNMENT**

Gulfport agrees not to assign any of its rights under this contract without the prior written approval of St. Petersburg with the same formality as employed in the execution of this Agreement.

14. **SUPERSEDES**

This Agreement replaces and supersedes the previous Agreement for Water Services by and between Gulfport and St. Petersburg, dated October 6, 1988.

15. **HOLD HARMLESS**

Gulfport agrees to indemnify, defend, save, and hold harmless St. Petersburg from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Gulfport, its agents or employees, or due to any act, occurrence, omission, or negligence of Gulfport, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, St. Petersburg agrees to indemnify, defend, save, and hold harmless Gulfport from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by St. Petersburg, its agents or employees, or due to any act, occurrence, omission, or negligence of St. Petersburg, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by St. Petersburg of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

16. **NOTICE**

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, telex telegram, email, or when mailed, registered or certified first-class postage pre-paid as set forth below:

If to St. Petersburg, to: If to Gulfport, to:

Director Water Resources Department  Director of Public Works
City of St. Petersburg  City of Gulfport
1635 Third Avenue North  2401 53rd St. S.
St. Petersburg, FL 33713  Gulfport, FL

with a copy to: with a copy to:
17. ADDITIONAL PROVISIONS

If during the term of this Agreement, the property owners of the area served by Gulfport are annexed into St. Petersburg, then this Agreement shall become null and void one (1) year after the date of such annexation and St. Petersburg may purchase Gulfport’s water utility facilities at a mutually agreed upon purchase price. If the Parties are unable to agree upon a purchase price for the facilities, the Parties agree to have the fair market value of the facilities determined by a Florida Court having appropriate jurisdiction and each Party shall be responsible for its own attorney’s fees and costs in any such proceeding. The termination of this Agreement shall not be used as a basis to diminish the fair market value to be paid for the utility facilities. Upon determination and payment of the fair and reasonable value of the facilities to Gulfport, the facilities shall be transferred to St. Petersburg.

18. SEVERABILITY

If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

CITY OF GULFPORT, FLORIDA:

By: ____________________________________
Name: _________________________________
James E. O’Reilly
City Manager

ATTEST

(SEAL)

Lesley DeMuth
City Clerk
CITY OF ST. PETERSBURG, FLORIDA:

By: ____________________________  
Name: ____________________________  
Rick Kriseman  
Mayor

ATTEST

(SEAL)

Chan Srinivasa  
City Clerk

Date: ____________________________

Approved as to Form and Content:

______________________________  
City Attorney (Designee)
Wet Weather Overflow Mitigation Program – Phase II
Stress Test Analysis Findings

September 20, 2018
WWOMP is a Consent Order Requirement

1st Cycle Flow Monitoring
12/31/16

DONE

WWOMP Report Sections Completion Schedule

Immediate Action Plan

Long Term Action Plan

Flow Data Collection June – December
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# WWOMP is a Consent Order Requirement

## Consent Order Requirements

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**Model Stress Test**
The Updated Hydraulic Model

- Uses latest available data
- Meets industry guidelines for calibration and validation
- Is representative of City’s collection system
- Good for decision making and discussions with the Regulators

The model is fit for the purpose of conceptual planning of system improvements.
What is a Stress Test?

SIMULATION INPUTS & SCENARIOS
What is a Stress Test?

A "Stress Test" is a model simulation exercise intended to use a set of hypothetical conditions and assumptions that create challenging conditions across the entire collection system.

A stress test uses the wastewater collection system model to evaluate the collection system response to a variety of wet weather conditions to identify where the collection system is vulnerable to capacity issues and under what conditions those issues may occur.

No Capacity Issues  Surcharging Sewer  Overflowing Manhole
1. Create rainfall simulation

How do we perform a stress test?
Step 1 = Create Rainfall Simulation

*Synthetic rainfall event developed using TS Hermine as basis and applied to stress system evenly.*

- Developed **synthetic event** that was applied across sewer system
- Picked location with **most intense rainfall during TS Hermine** to use as the 24-hour rainfall distribution for the stress test.
- Rainfall distribution was scaled to represent various total rainfall depths evaluated.
How do we perform a stress test?

1. Create rainfall simulation

2. Input saturated ground conditions into model
Step 2 = Saturate Ground Condition

It takes a lot of rainfall to get a response in the collection system, so we run the Stress Test with saturated ground conditions.

Calibrated the model to rainfall events for which there was a response in the sewer system.

Conditions at the start of Stress Test event
Step 2 = Saturate Ground Condition

It takes a lot of rainfall to get a response in the collection system, so we run the Stress Test with saturated ground conditions.

This is important because if we had started the stress test with ground conditions reflected in May, much of the applied rainfall would have remained in the ground thereby not affecting the collection system. This would not represent a "stressed" condition for the collection system.

Calibrated the model to rainfall events for which there was a response in the sewer system.
How do we perform a stress test?

1. Create rainfall simulation
2. Input saturated ground conditions into model
3. Apply the simulation across the service area
4. Evaluate impacts of varying rainfall depths on collection system
Step 4 = Evaluate Varying Rainfall Depths

Varying rainfall depths were selected with which to evaluate system response. Team looking to incrementally stress the collection system to develop a knee of the curve analysis to evaluate the system's response to rainfall depth.

Start Here:
Average rainfall depth that fell across the system during the most intense 24 hours of TS Hermine.
Step 4 = Evaluate Varying Rainfall Depths

Varying rainfall depths were selected with which to evaluate system response. Team looking to incrementally stress the collection system to develop a knee of the curve analysis to evaluate the system's response to rainfall depth.

5 inches ← Yes → 7 inches

Selected to compare to impacts from 7” depth

Start Here:
Average rainfall depth that fell across the system during the most intense 24 hours of TS Hermine
Step 4 = Evaluate Varying Rainfall Depths

Varying rainfall depths were selected with which to evaluate system response. Team looking to incrementally stress the collection system to develop a knee of the curve analysis to evaluate the system’s response to rainfall depth.

- **3 inches**: Selected to compare to impacts from 5” and 7” depths
- **5 inches**: Selected to compare to impacts from 7” depth
- **7 inches**: Start Here: Average rainfall depth that fell across the system during the most intense 24 hours of TS Hermine
Step 4 = Evaluate Varying Rainfall Depths

Varying rainfall depths were selected with which to evaluate system response. Team looking to incrementally stress the collection system to develop a knee of the curve analysis to evaluate the system's response to rainfall depth.

3 inches
Selected to compare to impacts from 5” and 7” depths

5 inches
Selected to compare to impacts from 7” depth

7 inches
Start Here:
Average rainfall depth that fell across the system during the most intense 24 hours of TS Hermine
Step 4 = Evaluate Varying Rainfall Depths

Varying rainfall depths were selected with which to evaluate system response. Team looking to incrementally stress the collection system to develop a knee of the curve analysis to evaluate the system’s response to rainfall depth.

- **3 inches**: Selected to compare to impacts from 5” and 7” depths
- **4 inches**: Significant jump in potential capacity issues between 3” and 5”
- **5 inches**: Selected to compare to impacts from 7” depth
- **7 inches**: Start Here: Average rainfall depth that fell across the system during the most intense 24 hours of TS Hermine
Step 4 = Evaluate Varying Rainfall Depths

Varying rainfall depths were selected with which to evaluate system response. Team looking to incrementally stress the collection system to develop a knee of the curve analysis to evaluate the system's response to rainfall depth.

3” depth showed overflows, so added 2” depth

Selected to compare to impacts from 5” and 7” depths

4 inches

Significant jump in potential capacity issues between 3” and 5”

5 inches

Selected to compare to impacts from 7” depth

7 inches

Start Here:
Average rainfall depth that fell across the system during the most intense 24 hours of TS Hermine
How do we perform a stress test?

1. Create rainfall simulation
2. Input saturated ground conditions into model
3. Apply the simulation across the service area
4. Evaluate impacts of varying rainfall depths on collection system
5. Identify areas with capacity issues
Step 5 = Identify Areas with Capacity Issues

*Stress Test shows where capacity issues are most likely to occur in the system.*

*Capacity issues identified from modeling are starting points for further investigation.*

**Surcharging Sewer**
(Surcharge within 2’ of Ground Surface)

**Overflowing Manhole**
2-inches total rainfall (24 hrs)
1 predicted overflowing manhole
0.7 miles sewers surcharged
18 surcharged pipes

3-inches total rainfall (24 hrs)
2 predicted overflowing manholes
1.2 miles sewers surcharged
33 surcharged pipes

4-inches total rainfall (24 hrs)
5 predicted overflowing manholes
9.3 miles sewers surcharged
215 surcharged pipes
4-inches total rainfall (24 hrs)
5 predicted overflowing manholes
9.3 miles sewers surcharged
215 surcharged pipes

5-inches total rainfall (24 hrs)
17 predicted overflowing manholes
17.3 miles sewers surcharged
396 surcharged pipes

7-inches total rainfall (24 hrs)
38 predicted overflowing manholes
32.5 miles sewers surcharged
729 surcharged pipes
The model scenarios represent simulated conditions. Historically they have NOT occurred often.
The model scenarios represent simulated conditions. Historically they have **NOT** occurred often.

*Since 1914*

- 474 days of ≥2-inches total rainfall (24 hrs)
- 47 days ≥2” (24 hrs) **AND** same antecedent conditions as summer 2016 (in stress test)
The model scenarios represent simulated conditions. Historically they have **NOT** occurred often.

- 474 days of ≥2-inches total rainfall (24 hrs)
- 47 days ≥2” (24 hrs) **AND** same antecedent conditions as summer 2016 (in stress test)

- 111 days of ≥2-inches total rainfall (24 hrs) with 10 days having wet weather overflows
- 11 days ≥2” (24 hrs) **AND** same antecedent conditions as summer 2016
The model scenarios represent simulated conditions. Historically they have **NOT** occurred often.

- 474 days of ≥2-inches total rainfall (24 hrs)
- 47 days ≥2” (24 hrs) **AND** same antecedent conditions as summer 2016 (in stress test)

- 111 days of ≥2-inches total rainfall (24 hrs) with 10 days having wet weather overflows
- 11 days ≥2” (24 hrs) **AND** same antecedent conditions as summer 2016

- 7 days with ≥2” total rainfall (24 hrs) with no days having wet weather overflows
How do we perform a stress test?

1. Create rainfall simulation
2. Input saturated ground conditions into model
3. Apply the simulation across the service area
4. Evaluate impacts of varying rainfall depths on collection system
5. Identify areas with capacity issues
6. **Prioritize capacity issues**
Step 6 - Prioritize

Capture areas that are shown to be most frequently vulnerable to capacity issues based on the model

- Ranking based on the number of overflowing manholes from each rainfall depth scenario.

- Cause of potential capacity issue(s) may not be contained within these metersheds. May be downstream bottlenecks or upstream I/I.
How do we perform a stress test?

1. Create rainfall simulation
2. Input saturated ground conditions into model
3. Apply the simulation across the service area
4. Evaluate impacts of varying rainfall depths on collection system
5. Identify areas with capacity issues
6. Prioritize capacity issues
7. **Verify stress test results**
Step 7 = Verify Stress Test Results

Evaluate each area exhibiting model predicted manhole overflows and excessive surcharge in response to wet weather with Operations folks.

• Currently in process of reviewing and ground-truthing the locations of potential capacity issues with Water Resources & Engineering staff.

• City provided updated lift station operational strategies.

• Results consistent with a survey of 42 other sanitary sewer utilities.
How do we perform a stress test?

1. Create rainfall simulation
2. Input saturated ground conditions into model
3. Apply the simulation across the service area
4. Evaluate impacts of varying rainfall depths on collection system
5. Identify areas with capacity issues
6. Prioritize capacity issues
7. Verify stress test results
8. Utilize information for IWRMP
Step 8 = Utilize Information for IWRMP

Evaluate each area verified to be vulnerable to overflows to determine solution to mitigate overflow.

Develop, prioritize, and implement cost-effective infrastructure improvements to achieve selected LOS.

Identify level of service for collection system with consideration for conceptual cost to eliminate overflow under each stress test scenario as well as other City priorities.
In Conclusion

1. Model is Good & Fit for Purpose
   - Suitable for Master Planning

2. Stress Test Identified Areas to Consider
   - Surcharged Sewers & Overflowing Manholes

3. Level of Service Decision is a Priority
   - Represents a Baseline for Master Planning
Thank you!

Questions?
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of September 20, 2018

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

SUBJECT: A Resolution ratifying and approving an Interconnection Agreement and Memorandum of Understanding between the City of St. Petersburg, Florida and Duke Energy Corporation with a retroactive effective date of August 27, 2018, for interconnection services for the SWWRF Biosolids to Energy Project in an amount not to exceed $115,000; and providing an effective date.

EXPLANATION: As part of the Biosolids to Energy Project, the City is installing a MVA CHP Generator at the Southwest Water Reclamation Facility ("SWWRF"). This generator would be used to provide some of the electrical service to SWWRF. As the generator would work in parallel with the Duke Energy power grid, and at times the SWWRF would require electrical power from Duke Energy, an Interconnect Agreement with Duke Energy is required.

On January 24, 2018, Water Resources Department ("WRD") paid an application fee of $35,000 for an interconnection agreement study. This study would analyze the proposed 1.95 MVA CHP Generator at SWWRF as any switching between the plant energy source and the electrical grid would suddenly increase the loading requirements on the electrical power grid and its’ safety, reliability and impacts needed to be evaluated.

The City administratively approved an Interconnection Agreement and Memorandum of Understanding. These agreements were executed on August 27, 2018. Pursuant to these agreements, the City is responsible for all costs associated with the implementing the interconnection services for the Biosolids to Energy Project.

The interconnection agreement study was submitted to the City on August 31, 2018. This report identified that the estimated costs for implementing the interconnection is approximately $80,000.

Administration requests approval after the fact for these agreements because the application fee and estimated costs are up to $115,000.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute an Interconnection Agreement and Memorandum of Understanding between the City of St. Petersburg, Florida and Duke Energy Corporation with a retroactive effective date of August 27, 2018, for interconnection services for the SWWRF Biosolids to Energy Project in an amount not to exceed $115,000; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF SW CNG Gen FY 13/14/15 Project (14018).

ATTACHMENTS: Resolution
Interconnection Agreement

APPROVALS: ________________________
Administrative

____________________________
Budget
RESOLUTION NO. 2018-____

A RESOLUTION RATIFYING AND APPROVING AN INTERCONNECTION AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND DUKE ENERGY CORPORATION WITH A RETROACTIVE EFFECTIVE DATE OF AUGUST 27, 2018, FOR INTERCONNECTION SERVICES FOR THE SWWRF BIOSOLIDS TO ENERGY PROJECT IN AN AMOUNT NOT TO EXCEED $115,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 24, 2018, the Water Resources Department paid an application fee of $35,000 for an interconnection agreement study, which would analyze the proposed 1.95 MVA CHP Generator at SWWRF; and

WHEREAS, on August 27, 2018 Administration approved an Interconnection Agreement and Memorandum of Understanding with Duke Energy Corporation (“Duke”), which agreements provide that the City is responsible for all costs associated with implementing the interconnection services for the Biosolids to Energy Project; and

WHEREAS, on August 31, 2018, the Duke submitted the interconnection agreement study to the City, and informed the City that the estimated costs associated with implementing the interconnection services for the Biosolids to Energy Project are approximately $80,000; and

WHEREAS, Administration requests that City Council ratify and approve the Interconnection Agreement and Memorandum of Understanding with Duke because according to Duke the costs and fees associated with this interconnection are up to $115,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Interconnection Agreement and Memorandum of Understanding between the City of St. Petersburg, Florida and Duke Energy Corporation with a retroactive effective date of August 27, 2018, for interconnection services for the SWWRF Biosolids to Energy Project in an amount not to exceed $115,000 are hereby ratified and approved.

This resolution shall become effective immediately upon its adoption.

Approved by:  

[Signature]  
City Attorney (Designee)

Approved by:  

[Signature]  
Brenda Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
INTERCONNECTION AGREEMENT

INTERCONNECTION ARRANGEMENTS AND COST RESPONSIBILITY

1.0 Purpose

1.1. This Interconnection Agreement ("Agreement") sets forth the terms and conditions pursuant to which ___City of St. Petersburg___ ("QF") has agreed to comply with and pay Duke Energy Florida, LLC ("Company") to interconnect with Company’s electrical system. This Agreement provides the procedures for the scheduling of construction for the Company's Interconnection Facilities as well as the cost responsibility of a QF Facility for the payment of Interconnection Costs. This Agreement also provides for operating, testing, and inspection procedures for the safe parallel operation of the Facility with the Company's electrical system. This Agreement applies to QF's directly interconnected with the Company's system and providing all net electrical output for sale to the Company. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Power Purchase Agreement.

2.0 Definitions

2.1. "Agreement" means this Interconnection Agreement.

2.2. "Company" means Duke Energy Florida, LLC.

2.3. "Company’s Interconnection Facilities" means all equipment located on the Company’s side of the Point of Delivery, including without limitation, equipment for connection, switching, transmission, distribution, protective relaying and safety provisions which in the Company’s sole discretion are required to be installed for the delivery into the Company’s system, measurement of electric energy injected into the Company’s system, and upgrades to the Company's electrical system required for the Company to receive, use, and deliver the energy to Company’s load, including all metering and telemetering equipment installed for the measurement of such energy delivered by the Facility, regardless of the Facility’s location in relation to the Point of Delivery.

2.4. "Default" means the failure of a breaching Party to cure its breach under this Agreement.
2.5. "Emergency Condition" means (a) any urgent, abnormal, operationally unstable, dangerous, and/or public safety condition that is existing on the Company’s systems; (b) any urgent, abnormal, operationally unstable, dangerous, and/or public safety condition that is likely to result in any of the following: (i) loss or damage to the Facility and/or the Company’s system, (ii) disruption of generation by the Facility, (iii) disruption of service or stability on the Company’s system, and/or (iv) endangerment to human life or public safety; and/or, (c) any circumstance that requires action by the Company’s System Operator to comply with standing NERC regulations or standards, including without limitation actions to respond to, prevent, limit, or manage loss or damage to the Facility, loss or damage to the Company’s system, disruption of generation by the Facility, disruption of service on the Company’s system, an abnormal condition on the Company’s system, and/or endangerment to human life or safety. An Emergency Condition will be an excuse to QF’s performance only if such condition is not due to QF’s negligence, willful misconduct, and/or failure to perform as required under this Agreement.

2.6. "Execution Date" means the date on which the Parties execute this Agreement.

2.7. "Facility" means all equipment used to produce electrical output and, for a cogeneration facility, used to produce useful thermal energy through the sequential use of energy.

2.8. "Facilities Study" means a written cost estimate of all the required materials and labor to complete the interconnection of the Facility with the Company’s electrical system, and an estimate of the date by which construction of the interconnection will be completed.

2.9. "Feasibility Study" means a review of the alternatives and operational requirements reasonably available to interconnect the Facility to the Company’s electric system and identification of a feasible interconnection alternative.

2.10. "Indemnified Party" has the meaning assigned to it in Section 12.1.

2.11. "Indemnifying Party" has the meaning assigned to it in Section 12.2.

2.12. "Interconnection Costs" means the actual costs incurred by the Company under this Agreement and for the Company’s Interconnection Facilities, including, without limitation, the cost of equipment, engineering, communication, labor, and operations, maintenance, and administrative activities.
2.13. "Interconnection Costs Offset" means the estimated costs included in the Interconnection Costs that the Company would have incurred if it were not purchasing electric energy from the Facility but instead would have provided electrical service to the Facility as if it were a non-generating customers.

2.14. "Interconnection Request Application" means a form used to provide the Company with the information required to study an interconnection request.

2.15. "Party(ies)" means the Company or/and the QF.

2.16. "Point of Delivery" means the point(s) on the Company’s side of the electrical system where electric energy generated exclusively by the Facility is delivered into the Company system pursuant to this Agreement.

2.17. "Point of Metering" means the point(s) where electric energy made available for delivery to the Company, subject to adjustment for losses to the Point of Delivery that are the sole responsibility of the QF, is measured.

2.18. "Power Purchase Agreement" means either the (i) Agreement for Purchase of As-Available Energy, (ii) the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW or (iii) a negotiated contract based upon (i) or (ii).

2.19. "Qualifying Facility" or "QF" means a facility that meets the requirements defined in FPSC Rule 25-17.080. For the purposes of this Agreement only, a Distributed Resource as defined in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as they may be amended from time to time, will be deemed to be a QF, consistent with the Stipulation approved by the Florida Public Service Commission in Order No. PSC-06-0707-PAA-EI, issued August 18, 2006 in Docket No. 060410-EI.

2.20. "QF Insurance" has the meaning assigned to it in Section 13.1.

2.21. "System Impact Study" means a preliminary written cost estimate of all the Company’s Interconnection Facilities, including without limitation, required materials and labor to complete the interconnection and a preliminary estimate of the date by which construction of the interconnection will be completed.
3.0 Submission of Plans and Development of Interconnection Schedules and Cost Estimates

3.1. No later than sixty (60) days after the Execution Date, the QF shall specify the date it desires the Company's Interconnection Facilities to be available for receipt of the electric energy and shall complete and submit, along with a deposit to cover Company's costs to perform interconnection studies, an Interconnection Request Application, to the Company. At such time, the QF shall deliver to the Company the Facility's preliminary design, engineering, and operational specifications for purposes of interconnecting with Company's system. Based upon the information provided, the Company shall consider the reasonable alternatives available to interconnect the QF in a Feasibility Study within sixty (60) days after all information requested by the Company is provided by the QF.

3.2. The QF shall, within thirty (30) days from receipt of the Feasibility Study, send written notification to the Company as to whether or not it will continue the Facility to the next study phase. The Company will consider no response as QF’s withdrawal of the Facility from further consideration. No more than thirty (30) days following receipt of such notice, the Company and the QF shall meet and discuss interconnection alternatives and the QF’s reasonable preference for interconnecting the Facility to the Company’s electrical system. Once the QF has communicated a reasonable interconnection preference, the Company shall develop in a System Impact Study preliminary written Interconnection Costs and scheduling estimates for the Company's Interconnection Facilities within sixty (60) days after all information requested by the Company is provided by the QF. The schedule developed hereunder will indicate when the QF's final electrical plans must be submitted to the Company pursuant to Section 3.3 hereof.

3.3. The QF shall, within thirty (30) days from receipt of the System Impact Study, send written notification to the Company as to whether or not it will continue the Facility to the next study phase. The Company will consider no response as QF’s withdrawal of the Facility from further consideration. Along with such notification, the QF shall submit the Facility's final design, engineering, and operational specifications and all revisions to the information previously submitted under Section 3.1 hereof to the Company no later than the date specified pursuant to Section 3.1 hereof, unless such date is modified in the Company's sole discretion. Based upon the information provided and within sixty (60) days after the information is provided, the Company shall update its written Interconnection Costs and schedule estimates, provide the estimated time period required for construction of the Company's Interconnection Facilities, and specify the date by which the Company must receive notice from the QF to initiate construction, which date shall, to the extent practical, be consistent with the QF’s schedule for delivery of energy into the Company's system in a Facilities Study.
The QF shall, within one hundred eighty (180) days from receipt of the Facilities Study, send written notification to the Company as to whether or not it will initiate construction of the Facility. The Company will consider no response as QF’s withdrawal of the Facility from further consideration. The final electrical plans shall include the following information, unless all or a portion of such information is waived by the Company in its discretion:

a. Physical layout drawings, including dimensions;

b. All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;

c. Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the Facility’s proposed system and to be able to make a coordinated system;

d. Power requirements in watts and vars;

e. Expected radio-noise, harmonic generation and telephone interference factor;

f. Synchronizing methods;

g. Facility operating/instruction manuals; and

h. The maximum amount of energy anticipated to be delivered to the Company.

The final design specification documents delivered by the QF shall be labeled as “FINAL”, and shall be signed, sealed, and dated by a licensed Florida Professional Engineer for purposes of establishing the final design submitted by the QF based on which Company will determine impacts to its system and construct interconnection facilities for the QF to interconnect with the system.

3.4. Any subsequent change in the final electrical plans shall be submitted to the Company and the QF understands and agrees that any such changes could affect the Company’s schedules and Interconnection Costs as previously estimated. The QF understands that any changes in system design after the “FINAL” design is submitted shall be deemed as material or significant design changes by the QF and may result in Company terminating this Agreement and re-starting the interconnection process, as may be determined by the Company in its sole discretion. The QF shall be responsible for all costs incurred by Company as a result of any modifications to the “FINAL” design.
3.5. Without limiting the QF’s responsibility to pay for all costs under this Agreement, the QF understands and agrees that the QF shall pay the actual costs incurred by the Company to develop all estimates pursuant to Sections 3.1 through 3.3 hereof and to evaluate any changes proposed by the QF as a result of the final design specifications. The Company will issue an adjusted bill reflecting actual costs following completion of the cost estimates.

3.6. The Parties agree that any cost or scheduling estimates provided by the Company hereunder shall be prepared in good faith but shall not be binding. The Company may modify such schedules as necessary to accommodate contingencies that affect the Company’s ability to initiate or complete the Company’s Interconnection Facilities and actual costs will be used as the basis for all final charges hereunder.

3.7. All studies required for interconnection and the construction of any interconnection facilities required shall be placed in the queue in a non-discriminatory and non-preferential manner relative to any other interconnection requests so that Company can process all interconnection requests to the Company’s system in accordance with the Company’s current practices and operational procedures.

3.8. The Company reserves the right to perform static and dynamic tests, incorporating the Facility in the Company’s models, that may limit/reduce the amount of physical capacity that QF can interconnect at Facility. In such case, the Company will report the limitation to the QF who may then decide to adjust its capacity level for the next level of study.

3.9. The Company will consider failure by the QF to meet any of the schedule deadlines herein as a withdrawal of the Facility from further consideration.
4.0 Payment Obligations for Interconnection Costs

4.1. The Company shall have no obligation to initiate construction of the Company's Interconnection Facilities prior to a written notice from the QF agreeing to the Company's interconnection design requirements and notifying the Company to initiate its activities to construct the Company's Interconnection Facilities; provided, however, that such notice shall be received not later than the date specified by the Company under Section 3 hereof. The QF shall be liable for and agrees to pay all Interconnection Costs incurred by the Company.

4.2. The QF agrees to pay all of the Company's actual Interconnection Costs as such costs are incurred and billed in accordance with the Power Purchase Agreement, if applicable. Such amounts shall be billed pursuant to Section 4.2.1 if the QF elects the payment option permitted by FPSC Rule 25-17.087(3). Otherwise the QF shall be billed pursuant to Section 4.2.2. If the QF does not have a Power Purchase Agreement for the Facility, then the QF agrees to pay the amounts billed by Company within thirty (30) days after Company notifies the QF that such interconnection work has been completed.

4.2.1. Upon a showing of credit worthiness, the QF shall have the option of making monthly installment payments for Interconnection Costs over a period no longer than thirty-six (36) months. The period selected is ________ months. Principal payments will be based on the estimated Interconnection Costs less the Interconnection Costs Offset, divided by the repayment period in months to determine the monthly principal payment. Payments will be invoiced in the first month following first incurrence of Interconnection Costs by the Company. Invoices to the QF will include principal payments plus interest on the unpaid balance, if any, calculated at a rate equal to the thirty (30) day highest grade commercial paper rate as published in the Wall Street Journal on the first business day of each month. The final payment or payments will be adjusted to cause the sum of principal payments to equal the actual Interconnection Costs.

4.2.2. When Interconnection Costs are incurred by the Company, such costs will be billed to the QF to the extent that they exceed the Interconnection Costs Offset. The QF agrees to provide, at least fifteen (15) calendar days before the initiation of interconnection field work, cash or a letter of credit as adequate assurances, in a form acceptable to Company in its sole discretion, to cover the estimated Interconnection Costs.

4.3. If the QF notifies the Company in writing to interrupt or cease interconnection work at any time and for any reason, the QF shall nonetheless be obligated to pay the Company for all costs incurred in connection with the Company's Interconnection Facilities through the date of such notification and for all additional costs for which the Company is responsible pursuant to binding contracts with third parties.
5.0 Payment Obligation for Operation, Maintenance and Repair of the Company’s Interconnection Facilities

5.1. The QF shall be billed monthly for the costs associated with the operation, maintenance, and repair of the interconnection. These include (a) the Company’s inspections of the interconnection and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

5.2. The QF shall pay a monthly charge equal to 0.50% of the Interconnection Costs less the Interconnection Costs Offset.

6.0 Schematic Diagram

6.1. Exhibit B-1, attached hereto and made a part hereof, is a schematic diagram showing the major circuit components connecting the Facility with the Company’s electrical system and showing the Point of Delivery and the Point of Metering and/or Point of Ownership, if different. All switch number designations initially left blank on Exhibit B-1 will be inserted by the Company on or before the date on which the Facility first operates in parallel with the Company’s system.

7.0 Operating Standards

7.1. The QF and the Company will independently provide for the safe operation of their respective facilities, including periods during which the other Party’s facilities are unexpectedly energized or de-energized.

7.2. The QF shall reduce, curtail, or interrupt electrical generation or take other appropriate action for so long as it is reasonably necessary, which in the judgment of the QF or the Company may be necessary to operate and maintain a part of either Party’s system, to address, if applicable, an Emergency Condition on either Party’s system. The QF shall also reduce, curtail, or interrupt electrical generation during the situations defined in Rule 25-17.086, F.A.C.

7.3. The operation and net energy deliveries to the Company from the QF shall not exceed the amount studied and approved by the Company’s pursuant to the studies performed under this Agreement.
7.4. The QF shall not operate the Facility's electric generation equipment in parallel with the Company's system without prior written consent of the Company. Such consent shall not be given until the QF has satisfied all criteria under the Power Purchase Agreement, if applicable and has:

(i) submitted to and received consent from the Company of its as-built electrical specifications;

(ii) demonstrated to the Company's satisfaction that the Facility is in compliance with the insurance requirements of the Power Purchase Agreement, if applicable; and

(iii) demonstrated to the Company's satisfaction that the Facility is in compliance with all regulations, rules, orders, or decisions of any governmental or regulatory authority having jurisdiction over the Facility's generating equipment or the operation of such equipment.

7.5. Any proposed modifications to the electrical equipment of the Facility will be submitted to the Company for approval. It is further understood that the scope of some modifications may require new interconnection studies that will result in additional interconnections costs along with other costs detailed in Section 5 of the Agreement, and such costs shall be the sole responsibility of the QF. After any approved Facility modifications are completed, the QF shall not resume parallel operation with the Company's system until the QF has demonstrated that it is in compliance with all the requirements of Section 8.2 hereof.

7.6. The QF shall be responsible for coordination and synchronization of the Facility's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the utility's system.

7.7. The Company shall have the right to open and lock, with a Company padlock, manual disconnect switch numbers(s) _______ and isolate the Facility's generation system without prior notice to the QF. To the extent practicable, however, prior notice shall be given. Any of the following conditions shall be cause for disconnection:

1. Emergency Conditions and/or maintenance repair and construction requirements;

2. hazardous conditions existing on the Facility's generating or protective equipment as determined by the Company;

3. adverse effects of the Facility's generation to the Company's other electric consumers and/or system as determined by the Company;

4. failure of the QF to maintain any required insurance; or
5. failure of the QF to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Facility's electric generating equipment or the operation of such equipment.

7.8. The Facility's electric generation equipment shall not be operated in parallel with the Company's system when auxiliary power is being provided from a source other than the Facility's electric generation equipment.

7.9. Neither Party shall operate switching devices owned by the other Party, except that the Company may open the manual disconnect switch number(s)________ owned by the QF pursuant to Section 7.7 hereof.

7.10. Should one Party desire to change the operating position of a switching device owned by the other Party, the following procedures shall be followed:

(i) The Party requesting the switching change shall orally agree with an authorized representative of the other Party regarding which switch or switches are to be operated, the requested position of each switching device, and when each switch is to be operated.

(ii) The Party performing the requested switching shall notify the requesting Party when the requested switching change has been completed.

(iii) Neither Party shall rely solely on the other party's switching device to provide electrical isolation necessary for personnel safety. Each Party will perform work on its side of the Point of Ownership as if its facilities are energized or test for voltage and install grounds prior to beginning work.

(iv) Each Party shall be responsible for returning its facilities to approved operating conditions, including removal of grounds, prior to the Company authorizing the restoration of parallel operation.

(v) The Company shall install one or more red tags on all open switches. Only Company personnel on the Company's switching and tagging list shall remove and/or close any switch bearing a Company red tag under any circumstances.

7.11. Should any essential protective equipment fail or be removed from service for maintenance or construction requirements, the Facility's electric generation equipment shall be disconnected from the Company's system. To accomplish this disconnection, the QF shall either (i) open the generator breaker number(s) _____; or (ii) open the manual disconnect switch number(s) ______.
7.11.1. If the QF elects option (i), the breaker assembly shall be opened and drawn out by QF personnel. As promptly as practicable, Company personnel shall install a Company padlock and a red tag on the breaker enclosure door.

7.11.2. If the QF elects option (ii), the switch shall be opened by QF personnel or by Company personnel and, as promptly as practicable, Company personnel will install a Company padlock and a red tag.

8.0 Inspection and Testing

8.1. The inspection and testing of all electrical relays governing the operation of the generator's circuit breaker shall be performed in accordance with manufacturer's recommendations, but in no case less than once every 12 months. This inspection and testing shall include, but not be limited to, the following:

(i) electrical checks on all relays and verification of settings electrically;
(ii) cleaning of all contacts;
(iii) complete testing of tripping mechanisms for correct operating sequence and proper time intervals; and
(iv) visual inspection of the general condition of the relays.

8.2. In the event that any essential relay or protective equipment is found to be inoperative or in need of repair, the QF shall notify the Company of the problem and cease parallel operation of the generator until repairs or replacements have been made. The QF shall be responsible for maintaining records of all inspections and repairs and shall make said records available to the Company upon request.

8.3. The Company shall have the right to operate and test any of the Facility's protective equipment to assure accuracy and proper operation. This testing shall not relieve the QF of the responsibility to assure proper operation of its equipment and to perform routine maintenance and testing.
9.0 Notification

9.1. Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing:

To The Company: System Dispatcher on Duty
Title: System Dispatcher
Telephone: (727) 384-7211
Facsimile: (727) 384-7865

To The QF: John Palenchar
Title: Director, Water Resources
Telephone: 727-892-5698
Facsimile: 727-823-9152

9.2. Each Party shall provide as much notification as practicable to the other Party regarding planned outages of equipment that may affect the other Party's operation.

9.3. Communication for contract administrative purposes may be made to the following persons:

To The Company:
Title: Wholesale/Renewable Manager
Address: 299 First Avenue North
Mail Code FL-155
St. Petersburg, FL 33701
Telephone: (727) 820-4597
Facsimile: (727) 820-4598

To The QF:
Title: John Palenchar
Address: 1650 3rd Ave N
St. Petersburg, FL 33713
Telephone: 727-892-5698
Facsimile: 727-823-9152
10.0 Standards

10.1. Interconnection with, and delivery into, the Company’s system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. Additionally, as provided in FPSC Order No. PSC-06-0707-PAA-EI, issued August 18, 2006, in Docket No. 060410-EI, for a QF that is a Distributed Resource, the QF’s interconnection with the Company’s system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction.

10.2. The following minimum guidelines shall also be met:

a. The governor control on the prime mover shall be capable of maintaining the generator output frequency within limits for loads from no-load up to rated output. The limits for frequency shall be 60 hertz (cycles per second), plus or minus an instantaneous variation of less than 1%.

b. The regulator control shall be capable of maintaining the generator output voltage within limits from no-load up to rated output. The limits for voltage shall be the nominal operating voltage, plus or minus 5%.

c. The output sine wave distortion shall be deemed acceptable when it does not have a higher content (root mean squared) of harmonics than the Company’s normal harmonic content at the interconnection point.

d. The QF’s generating equipment shall be designed, operated, and controlled to provide reactive power requirements from 0.95 lagging to 0.95 leading power factor at the point of interconnection with the Company. Induction generators shall have static capacitors that provide at least 95% of the magnetizing current requirements of the induction generator field. Capacitors shall not be so large as to permit self-excitation of the QF’s generator field.

e. Direct current (DC) generators may be operated in parallel with the Company’s system through a synchronous inverter. The inverter must meet all the criteria in this Agreement.
11.0 QF Standing and Qualification

11.1. The QF is a (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of Florida and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Agreement and all other related documents and agreements to which it is or shall be a Party. QF is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Agreement or would result in a liability to Company or would have any adverse effect on Company.

12.0 Insurance

12.1. The QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Agreement, a policy or policies of liability insurance issued by an insurer acceptable in the state of Florida on a standard “Insurance Services Office” commercial general liability and/or excess liability form or equivalent and Workers’ Compensation in accordance with the statutory requirements of the state of Florida (such policy or policies, collectively, the “QF Insurance”). A certificate of insurance shall be delivered to the Company at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Agreement, and (b) premises and operations liability, (c) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Agreement or (ii) caused by operation of the Facility or any of the QF’s equipment Without limiting the foregoing, the QF Insurance must be reasonably acceptable to the Company. Any premium assessment or deductible shall be for the account of the QF and not the Company.

12.2. The QF Insurance for liability shall have a minimum limit of one million dollars ($1,000,000.00) per occurrence for bodily injury (including death) or property damage. This liability limit can be met by any combination of commercial general and excess liability insurance policies.

12.3. To the extent that the QF Insurance is on a “claims made” basis, the retroactive date of the policy(ies) shall be the Effective Date of this Agreement or an earlier date. Furthermore, to the extent the QF Insurance is on a “claims made” basis, the QF’s duty to provide insurance coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QF Insurance is on an “occurrence” basis, such insurance shall be maintained in effect at all times by the QF during the term of this Agreement.
12.4. The QF shall provide the Company with a copy of any material communication or notice related to the QF Insurance within ten (10) Business Days of the QF’s receipt or issuance thereof.

12.5. The Company shall be designated as an additional named insured under the QF Insurance (except Workers’ Compensation). The QF Insurance shall be primary to any coverage maintained by the Company and provide, where permitted by law, waiver of any rights of subrogation against the Company. Any deductibles or retentions shall be the sole responsibility of QF. QF’s compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of QF’s liability or otherwise affect QF’s indemnification obligations pursuant to this Agreement. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of the Company under this Agreement with respect to any insurance coverage required hereunder. The Company may request the QF to provide a copy of any or all of its required insurance policies, including endorsements in which the Company is included as an additional insured for any claims filed relative to this Agreement.

13.0 Event of Default

13.1. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 13.2, the defaulting Party shall have five (5) Business Days from receipt of the Default notice within which to cure such Default.

13.2. If a Default is not cured as provided in this Section, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.
14.0 Termination

14.1. This Agreement shall terminate upon any of the following events:

(a) at the time when the nature of the QF's service changes in such a way as to alter the manner in which the QF delivers power to the Company; or

(b) pursuant to the procedure set forth in Section 13.2; or

(c) as set forth in Section 3.3; or

(d) termination of the Power Purchase Agreement; or

(e) upon 30 days' notice by the QF to the Company.

15.0 Assignment

15.1. Any assignment by QF of this Agreement and the rights and obligations hereunder shall be made only with the written consent of the Company, which consent shall not be unreasonably withheld and shall be subject to credit, payment, tax, and performance assurances.

16.0 Governing Law and Jurisdiction

16.1. This Agreement and the rights and duties hereunder shall be governed by and construed, enforced and performed in accordance with the Laws of the State of Florida, without regard to principles of conflicts of law.

17.0 Mutual Representations

17.1. QF and Company each hereby represents and warrants to the other the following: (i) each has the capacity, authority, and power to execute, deliver, and perform under this Agreement; (ii) this Agreement constitutes legal, valid, and binding obligations enforceable against it; (iii) each person who executes this Agreement on behalf of each party has full and complete authority to execute and bind such party to this Agreement as an authorized representative of such party; (iv) each is acting on its own behalf and has made its own independent decision to bind itself under this Agreement; and, (v) each has completely read, fully understands, and voluntarily accepts every provision of this Agreement.

18.0 Entire Agreement

18.1. This Agreement constitutes the entire agreement and arrangement between the QF and Company relating to the subject matter herein. This Agreement shall not be binding and effective unless duly executed by an authorized officer of QF and delivered by QF to Company, and upon receipt of such duly executed document is executed by Company and delivered by Company to QF.
EXHIBIT B-1

Exhibit B-1 will be unique for each Facility and must be complete prior to parallel operation with the Company.
IN WITNESS WHEREOF, the QF has executed this Agreement on the date set forth below.

QF

Signature

Rick Keiseman
Print Name

Mayor
Title

8-22-18
Date

IN WITNESS WHEREOF, the Company has acknowledged receipt of this executed Agreement.

DUKE ENERGY FLORIDA, LLC.

Signature

Mark D. McKeage
Print Name

Manager, Interconnections
Title

8/27/18
Date

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL
EFFECTIVE: July 13, 2017
MEMORANDUM OF UNDERSTANDING
Between City of Saint Petersburg, Florida and Duke Energy Florida, LLC regarding Interconnection Agreement

RECITALS

WHEREAS, the City of Saint Petersburg, Florida ("City") owns and operates the Southwest Water Reclamation Facility ("SWWRF") at 3800 54th Avenue South; and

WHEREAS, Duke Energy Florida, LLC ("Duke") currently provides electrical service to the SWWRF; and

WHEREAS, the City intends to own and operate a CHP Generator ("Generator") on site to meet a portion of its own electricity needs; and

WHEREAS, the City is required to enter into an interconnection agreement ("Interconnection Agreement") with Duke in order to interconnect Generator with Duke's electrical system; and

WHEREAS, the Interconnection Agreement provided by Duke to be executed by the City is a form tariff agreement that may not be amended; and

WHEREAS, the City and Duke ("Parties") have agreed to enter into a Memorandum of Understanding ("MOU") to clarify the Parties understanding and the application and effect of certain provisions of the Interconnection Agreement between the Parties, which is attached hereto as Exhibit "A"; and

WHEREAS, the City has agreed to enter into the Interconnection Agreement based upon and in reliance of the provisions included in this MOU.

NOW THEREFORE, the Parties agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this MOU as if set out herein at length.

2. It is understood by the Parties that the intent of the Interconnection Agreement is to allow the parallel operation of the City Generator with Duke's distribution system.

3. It is further understood by the Parties:
   a. There is no Power Purchase Agreement associated with the Interconnection Agreement.
   b. For the purposes of the Interconnection Agreement the Parties acknowledge that the City is not a Qualifying Facility as that term is defined in Subsection 25-17.080 (2) of the Florida Administrative Code.
c. City Generator is not allowed to export electrical energy back onto Duke’s distribution system and Duke is under no obligation to accept any energy back onto Duke’s distribution system.

d. The City has provided a deposit of $35,000 to Duke to study the necessary upgrades to Duke’s distribution system to accommodate the parallel operation of the City Generator.

e. The City agrees that it will pay for all actual and reasonable costs required for the interconnection, and that all costs will be paid before the Generator is allowed to interconnect to Duke’s system. Duke agrees to expedite the completion of the studies referenced in the Interconnection Agreement and will use all reasonable efforts to have necessary facilities in place for the interconnection no later than October 31, 2018, provided that the following conditions are met:

   i. Duke is able to source, design, and install a protective recloser for the source side of City’s metering point;
   ii. Duke is able to source and expedite an approximately two month lead time SCADA communication cabinet that City will mount near its generator switchgear;
   iii. City will run a fiber communications link (or its reasonable equivalent) between the SCADA communications cabinet and the new recloser referenced in (i) above, which will be installed on the Northwest corner of the City’s site near the primary metering point; and
   iv. City provides site access, personnel support, and material information to allow Duke to complete the above work.

f. With respect to Section 7.7 of the Interconnection Agreement, Duke recognizes that the SWWRF is considered critical infrastructure pursuant to the Department of Homeland Security’s rules and regulations. Accordingly, Duke agrees to make reasonable efforts to contact the City, to arrange an escort, before accessing the plant to inspect, test, or manually disconnect the switch number referenced in Section 7.7 of the Interconnect Agreement. If Duke is unable to access the switch number, Duke retains its right to disconnect electric service to the entire SWWRF.

g. In lieu of the insurance requirements of Section 12 of the Interconnection Agreement, Duke acknowledges that the City is a government entity that is self-insured and the policy coverage shall not exceed the City’s maximum liability established pursuant to Chapter 768.28 Florida Statutes. Proof of self-insurance consistent with law shall satisfy the insurance requirements of the Interconnection Agreement.

h. The City further states that it intends to operate two back-up diesel generators at the SWWRF, but that it will only use those generators in the event that normal electric service provided by Duke to the plant is interrupted. The City further agrees to ensure that these backup generators shall not operate in parallel with Duke’s electric system for longer than 100 milliseconds on any occasion. The City also agrees to notify Duke if it intends to operate any back-up generators in parallel with
Duke's electric system, so that the City can enter into an Interconnection Agreement with Duke with respect to those generators, prior to any such paralleled operations.

4. The interpretation and performance of this MOU and each of its provisions shall be governed by the laws of the State of Florida.

5. The obligations of the City as to any funding required pursuant to this MOU or the Interconnection Agreement, shall be limited to the obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Provided, however, that the City will pay for the interconnection costs before the Generator will be interconnected, as set forth in paragraph 3d above. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this MOU or the Interconnection Agreement.

DUKE ENERGY FLORIDA, LLC:
By: [Signature]
Print: Mark D. Mckeage
Title: Manager, Interconnections

WITNESSES
By: [Signature]
Print: Dara Tribiano

By: [Signature]
Print: Thomas Flavere

CITY OF ST. PETERSBURG, FLORIDA:
By: [Signature]
Name: Rick Kriseman
Title: Mayor

ATTEST
Chan Srinivasa, City Clerk
(Seal)

Approved as to Form and Content:
City Attorney (Designee)
00389405
Transmittal
8/31/2018

City of St. Petersburg;

Attached is the combined System Impact Study as prepared to Interconnect the City of Saint Petersburg SWWRF CHP generation system to the Duke Energy Florida distribution grid.

With this transmittal cover we would like to also formally request that the Facility provide a comprehensive single line diagram of the new loop feed at SWWRF as this appears to be missing from previous submittals and could affect the proper operation of the proposed Interconnection.

Thank you for this opportunity to continue to serve you.

-Andrew Lilly, for the Distribution Protection Group.

Andrew Lilly, PE
Senior Engineer, DPAC-DG
Duke Energy | Power Quality, Reliability & Integrity
Office: 727.344.4311
6571 38th Ave. N | St. Petersburg, FL 33710
Email: andrew.lilly@duke-energy.com
System Impact Study

1.95 MVA(AC) Combined Heat and Power Generation Interconnection Request

City of St. Pete. SWWRF

Maximo Substation

August 2018
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Distribution General

The customer (City of St. Pete. SWWRF) has submitted to Duke Energy Florida (DEF) a Generator Interconnection Request for a 1.95 (AC) MVA Combined Heat and Power (CHP) project. The customer intends to interconnect 1.95 MVA of gas fired generation with the Duke Energy Florida (DEF) distribution system. Connection will be to feeder X141 out of DEF's Maximo Substation.

Interconnection of the customer’s proposed 1.95 MVA CHP generation to the DEF X141 feeder at the customer’s site is feasible, provided the generation is operated within certain parameters and specific Interconnection Facilities are installed.

This document contains applicable study results, based on initial studies of the proposed interconnection configuration and equipment specifications most recently submitted on February 21st, 2018. The Customer has not provided a comprehensive Single Line Diagram of the entire SWWRF Facility showing the entire loop and its connection to Customer’s main primary switchgear and the utility metering point. This will be required to confirm the schematic diagram as included in the attachments below. The estimated costs contained within this document are budgetary in nature and while care has been taken to their accuracy, they may not be all inclusive and could change. Determination of a definitive in-service date is presently subject to Customer acceptance of this study and giving approval to proceed, and providing necessary installation support, information, and interconnection cabling in support of Interconnection Testing. Duke Energy seeks to have all of its equipment available for installation and Interconnection testing as early as 10/31/2018.

A detailed explanation of proposed generator protection and control settings is hereby incorporated by reference, as attachments "City of Saint Pete SWWRF CHP - Protection Scheme.pdf" and "City of Saint Pete SWWRF Duke Comm Box Components.pdf."

Point of Interconnection

The Point of Interconnection shall be on customer's side of the 12470 volt primary metering point, within customer’s generator switchgear as shown on the submitted plans.

Point of Common Coupling

The Point of Common Coupling shall be on customer's side of the 12470 volt New G&W Viper recloser, effectively located at Customer's primary metering point, as proposed below and shown on the attachments to this study.
Distribution Short Circuit Studies

Cases studied
Short circuit studies were run in which the DEF system and the customer's CHP generation (but not diesel generation) were considered as sources able to contribute fault current for faults on X141 circuit out of the Maximo Substation. All faults are modeled as bolted faults (zero fault impedance). The proposed gas generator was studied, as per the submitted documentation.

Impact of Proposed Generation on feeder(s)
The increase in fault current driven by the proposed generation is not significant enough to exceed fault current duty ratings for any distribution equipment owned by Duke Energy Florida on Maximo Substation feeder X141.

Distribution Load Flow Studies

Cases studied
Since this installation will have "no export" relaying on the customer's side of the connection transformer, no Load Flow Study is necessary.

Impact of Proposed Generation on feeder(s)
None
Distribution System Protection and Grounding Review

Unintentional islanding
The customer's plan is to have intentional islanding, but still disconnect the generator with some load during abnormal DEF Distribution system conditions. This will be accomplished with a direct permissive-to-interconnect scheme, utilizing communication (fiber optic cable) between the New G&W Viper recloser and the generator location.

Feeder protection
Feeder X141 is protected from the Maximo Substation to the new G&W Viper Recloser by the existing substation feeder breaker relay.

In order to provide a Duke Energy owned, maintained and operated protective device near the proposed generation a New G&W Viper recloser will be required on the Duke Energy Florida side of the Primary Metering.

Grounding
Duke Energy Florida's distribution system is a 12.47 kV, grounded Wye. All the customer owned equipment will be expected to comply with all applicable codes regarding grounding.

Impact of Proposed Generation on feeder(s)
Based upon the System Protection Study the following is required:

- Direct permissive-to-interconnect from the New G&W Viper recloser to the generator location.

Distribution Stability Analysis
Due to the size and nature of this feeder and generating facility, stability analysis was not performed. The use of direct permissive-to-interconnect with other appropriate backup relay functions should assure quick separation of the customer's generation from the DEF system.
Maximo Feeder X141 Upgrades

1) Installation of Permissive-to-interconnect scheme between New G&W Viper recloser and generation switchgear location. Includes supply of any needed cabinet equipment located at New G&W Viper recloser and at generation site. Does not include interface cabling with customer equipment.

Summary of Generator Requirements

Below is a summary of requirements determined, this is a partial list and may be modified as a result of DEF/customer mutual agreement. These shall be installed by the generator owner:

1. The customer owned transformers shall comply with all applicable codes regarding grounding.
2. Installation of 6 pair multi-mode fiber optic cable (approximately 1,000 feet, to be field routed by customer) with ST connectors on all ends between New G&W Viper recloser control cabinet and generation switchgear location. This includes the installation of any needed DEF-supplied communications cabinets located at the generation site.
3. Customer shall supply dedicated 20A circuit, backed by customer generation, to supply comm. cabinet located at the generation site.
4. All backup generators shall comply with Duke Energy requirements to not parallel the Duke Energy grid for longer than 100 milliseconds.

Interconnection Facilities Estimates

Distribution facilities

- Installation of any needed equipment located at the New G&W Viper recloser and the generation site.

The cost estimate is $80,000. Minimum lead-time for procurement of protection and controls facilities is estimated to be a minimum of 8 weeks after customer’s acceptance of covering cost and approval to proceed. DEF Distribution Protection will work with customer to help achieve construction schedule compliance.

System Impact Study Cost Estimate Summary

<table>
<thead>
<tr>
<th>Distribution facilities</th>
<th>$80,000</th>
</tr>
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<tbody>
<tr>
<td>Protection &amp; control facilities</td>
<td>$0.</td>
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<tr>
<td>Total</td>
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System Impact Study

Attachments

1.95 MVA(AC) Combined Heat and Power Generation Interconnection Request

City of St. Pete. SWWRF

Maximo Substation

August 2018
# City of St. Pete. SWWRF - CHP
## Generation Protection Scheme

<table>
<thead>
<tr>
<th>Feeder</th>
<th><strong>No DTT from X141 Feeder Breaker to Generator Breaker</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Recloser</td>
<td><strong>Normal Comm package (cellular) for Status, Control, Analogs and Event retrieval</strong>&lt;br&gt;<strong>Customer Supplied MM Fiber for receiving Gen Breaker Status &amp; sending Interconnect Permissive (Mirror Bits)</strong>&lt;br&gt;<strong>Direction Definition: Forward = into customer system; Reverse = out of customer system onto DEF Dist System</strong>&lt;br&gt;<strong>Recloser to provide a Interconnect Permissive to the Generator isolation breakers (52-U1 &amp; 52-U2). The generator's isolation breakers can only be closed if the Interconnect Permissive is present. Loss of Interconnect Permissive shall trip breakers 52-U1 and 52-U2. Interconnect Permissive is determined by the recloser being closed and having good voltage &amp; frequency (i.e. no 27, 39 or 81 element asserted) and is provided via mirror bits to the RTAC and then the customer's protection system.</strong>&lt;br&gt;<strong>Forward direction - OC for fault interruption in customers system; Fault trip Recloser and receive Trip status from Gen Breaker</strong>&lt;br&gt;<strong>Reverse Direction - Directional OC and Reverse Power elements; set &quot;low&quot; for no export and/or fault contribution onto Dist system by Gen. If DOC/Rev Pwr asserted for 30 cycles trip recloser and turn off Interconnect Permissive.</strong>&lt;br&gt;<strong>Recloser to have dead bus closing (no voltage on all 3 phases on customer side) required to close recloser</strong>&lt;br&gt;<strong>Recloser to have UV (27), OV (59) and O/U Frequency (81) elements, but not trip in response to these being asserted.</strong>&lt;br&gt;<strong>No Restoration Timer used, Close recloser manually via PB or SCADA</strong></td>
</tr>
<tr>
<td>Generator Breaker</td>
<td><strong>Customer Supplied MM Fiber (to/from recloser), DEF Supplied 3505 and 3622 + Cell Modem plus antenna (Analogs to SCADA)</strong>&lt;br&gt;<strong>Analogs back to SCADA - 3P kW, KVARs and kVA for feeder and bank load correction</strong>&lt;br&gt;<strong>Breaker Relays to have UV (27), OV (59) and O/U Frequency (81) elements set to basic IEEE 1547 levels. Also has Overcurrent and other elements for use in protecting SWWRF's system/generator.</strong>&lt;br&gt;<strong>Need from Customer:</strong>&lt;br&gt;<strong>Hardwired power - 20 A circuit, 120 v, generator backed (for Comm Cabinet)</strong>&lt;br&gt;<strong>DEF Box to be 24&quot; x 24&quot; x 18&quot; deep. Mount to wall (bolts), DEF to provide, customer giving us a location, and will mount box</strong>&lt;br&gt;<strong>Cable for Customer Supplied MM Fiber to be routed from recloser control box to Comm Box location near customer switchgear, customer to install, terminate, and test MM Fiber (minimum of 6 pairs, ST connectors on all Fibers)</strong>&lt;br&gt;<strong>Cell antenna to be on Comm/Control box</strong>&lt;br&gt;<strong>Information from customers breaker relays: ModBus TCP/ModBus RTU/SEL/DNP3 for 4 Breaker Statuses</strong>&lt;br&gt;<strong>Need analogs (3P kW, KVARs and kVA) from generator output back to our box, will be in MODBUS, will need to convert</strong></td>
</tr>
</tbody>
</table>
Recloser to provide a Interconnect Permissive to the Generator isolation breakers (52-U1 & 52-U2). The generator's isolation breakers can only be closed if the Interconnect Permissive is present. Loss of Interconnect Permissive shall trip breakers 52-U1 and 52-U2. Interconnect Permissive is determined by the recloser being closed and having good voltage & frequency (i.e. no 27, 59 or 81 element asserted) and is provided via mirror bits to the RTAC and then the customer's protection system.
Hold:
Duke Energy requires a comprehensive single line diagram of the SWWRF loop in order to confirm details of this drawing as it relates to how the loop, switchgear SWGR-P1/SWGR-P2 and 52U-1 and 52U-2 breakers connect to the primary metering point.

Recloser to provide a Interconnect Permissive to the Generator isolation breakers (52-U1 & 52-U2). The generator’s isolation breakers can only be closed if the Interconnect Permissive is present. Loss of Interconnect Permissive shall trip breakers 52-U1 and 52-U2. Interconnect Permissive is determined by the recloser being closed and having good voltage & frequency (i.e. no 27, 59 or 81 element asserted) and is provided via mirror bits to the RTAC and then the customer’s protection system.

Isolation Point
No Export (reverse power flow) beyond this point from Generation

R = Recloser
M = Primary Metering
S = Padmount Switchgear
B = Breaker
G = Generator

Maximo Substation
City of St Petersburg
Attn:
Address
Address
St Petersburg, FL 337xx

Invoice - State-Jurisdictional Interconnection

Cost Estimate per City of St Petersbrug SWWRF CHP System Impact Study, dated 8/31/18

1. Install a new G&W Viper recloser on the Duke Energy Florida side of the Primary Meter
2. Direct permissive-to-interconnect scheme from the new G&W Viper recloser to the generator
3. Supply any needed cabinet equipment located at new G&W Viper recloser
4. Supply any needed cabinet equipment located at generator site
5. Communications package, Cellular, per specification
6. 3505 Cell modem plus antenna (analog to SCADA)
7. 3622 + Cell modem plus antenna (analog to SCADA)
8. Labor

Total Payment Due

$ 80,000.00

Payment by Check:
Payable to DUKE ENERGY
Duke Energy Florida, Inc
PO Box 802880
Charlotte, NC 28260-2880

Payment by Wire/ACH:
Wells Fargo - Duke Energy Florida
ABA #121000248
Duke Energy
Bank Account #2062640508238

Billing Contact Information:
Tyson Badders
980-373-6904
tyson.badders@duke-energy.com
The following page(s) contain the backup material for Agenda Item: Approving a transfer in the amount of $250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) to provide funding for the St. Petersburg Museum of History; and providing an effective date. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 20, 2018

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

Subject: Approving a transfer in the amount of $250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) to provide funding for the St. Petersburg Museum of History; and providing an effective date.

Explanation: The City is working with the St. Petersburg Museum of History on an agreement to participate in the funding effort for the renovations proposed by the museum. The proposed renovations include a remodeled front façade facing 2nd Ave NE and expansion to the existing Museum of History. While the expansion to the Museum will not change the existing structure, it will create new elements that will play a crucial part in the visitor experience to St. Petersburg and The St. Pete Pier™.

The two parties are discussing a multi-year agreement to provide annual funding in the amount not to exceed $250,000 pledged per year from the city to the museum to fund the renovation project for up to four years with the last year being a matching grant. The transfer of $250,000 from contingency will allow the city to meet the first-year funding obligation pending execution of an agreement between the city and museum. This agreement is scheduled to be discussed at the Budget, Finance and Taxation Committee meeting on September 20, 2018.

Recommendation: Administration recommends approval of a transfer in the amount of $250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749) and providing an effective date.

Cost/Funding/Assessment Information: Funds will be available after the approval of a transfer in the amount of $250,000 from the balance of the General Fund Contingency for fiscal year 2018 to the Marketing Department, Marketing Administration (230-1749). After this transfer, the balance in the General Fund Contingency will be $90,372.

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
TO: Members of City Council
DATE: September 5, 2018
COUNCIL DATE: September 20, 2018
RE: Growing Urban Agriculture in St. Pete

ACTION DESIRED:
Respectfully request to refer to the Health, Energy, Resiliency, & Sustainability (HERS) Committee an introductory discussion on Urban Agriculture by Robyn Keefe.

BACKGROUND:
Robyn Keefe from the Urban Planning and Historic Preservation Division has developed a plan for growing urban agriculture in St. Pete that provides a comprehensive look into current policies, regulations, and resources offered. Robyn will be presenting an overview of this plan as well as current and future projects at the October 11th HERS Committee.

Darden Rice, Council Member
District. 4
The following page(s) contain the backup material for Agenda Item: Referring to the Housing, Land Use, and Transportation Committee a discussion about pursuing the creation of an employer assisted housing program, with a focus on City of St. Petersburg employees and potential matching grants for private employers. (Councilmember Gabbard)
Please scroll down to view the backup material.
ACTION DESIRED:

Respectfully requesting to the Housing, Land Use, and Transportation Committee a discussion about pursuing the creation of an employer assisted housing program, with a focus on City of St. Petersburg employees and potential matching grants for private employers.

Brandi Gabbard
Council Member, District 2
The following page(s) contain the backup material for Agenda Item: Requesting administration provide an update on the Tall Ship Lynx. (Councilmember Montanari)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: September 14, 2018

COUNCIL DATE: September 20, 2018

RE: Update on Tall Ship Lynx

ACTION DESIRED:

Respectfully requesting administration provide an update on the Tall Ship Lynx.

Background:

The Tall Ship Lynx received notice that it could not dock in the North Yacht Basin for two years due to Pier construction. The Lynx is a floating museum and classroom that teaches hands on programs about American history, teamwork, and sailing. Securing St. Petersburg as The Lynx’s winter home required collaboration between the city, Tall Ship Lynx, and private businesses such as Marinetek.

Ed Montanari, Council Member
District 3
The following page(s) contain the backup material for Agenda Item: Public Services &
Infrastructure Committee (9/13/18)
Please scroll down to view the backup material.
Present: Committee Members - Chair Steve Kornell, Vice Chair Ed Montanari, Council Member Charlie Gerdes, Council Member Amy Foster, and City Council Chair Lisa Wheeler-Bowman

Also Present: Council Member Gina Driscoll, Council Member Brandi Gabbard, Deputy Mayor/City Administrator Dr. Kanika Tomalin, Assistant City Administrator Tom Greene, City Attorney Jackie Kovlaritch, Chief Assistant City Attorney Jeannine Williams, Procurement and Supply Management Director Louis Moore, and Contract Compliance Manager Stephanie Swinson

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to order – 9:21 AM
2. Approval of agenda – CM Montanari moved approval, all members voted in favor.
3. Approval of August 30, 2018 Minutes – CM Foster moved approval, all members voted in favor.

New Business for September 13, 2018

a) Apprenticeship Annual Report and Update on Proposal to Amend Threshold Requirements for Apprenticeships – Stephanie Swinson, Louis Moore

Mr. Moore and Ms. Swinson gave a brief overview of the City’s ordinance relating to major construction projects and requirements for employing apprentices. City Ordinance 283-H Sect. 2-296 applies to all major construction projects with a contract amount of $2 million or more. The ordinance requires that at least 10% of all work hours be performed by apprentices employed by prime or subcontractors. Since the program’s implementation in 2015, 20 projects have exceeded the $2 million threshold. Of those 20 major projects, 14 have exceeded the requirement for 10% of work hours performed by apprentices. Ms. Swinson stated that since 2015, there have been 664,365 project hours and of that total, 96,707 work hours have been completed by apprentices. Ms. Swinson explained that the top three trades performed by apprentices on City projects are carpentry (38,145 hours), laborer (14,672 hours) and electrical (9,013 hours)

Ms. Swinson also highlighted the City’s four largest construction projects, along with the corresponding apprenticeship data for each:

- **Police Headquarters**
  - Total apprenticeship hours — 23,407
  - Total number of apprentices hired — 65

- **Police Training Facility**
  - Total apprenticeship hours — 1,636
  - Total number of apprentices hired — 9

- **St. Pete Pier**
Ms. Swinson and Mr. Moore explained that if Council sought to amend the ordinance in order to increase the number of apprentices hired, then the staff recommendation would be to lower the $2 million threshold to $1 million.

CM Kornell voiced concern that a revised ordinance was not brought to the committee for discussion, as was directed at the June 14, 2018 PS&I meeting. CM Kornell stated that staff should return with draft ordinance options no later than November 2018. CM Foster also stated that she expected the committee to be presented with an amended draft ordinance for deliberation at this meeting. CM Foster expressed concern with the lack of uniformity in how apprenticeship programs are being implemented throughout the City. CM Foster explained that the way the ordinance reads at this time, major project contractors are able to utilize their own company-sponsored training programs, in lieu of state certified programs, to comply with the apprenticeship standards. Mr. Moore and Ms. Swinson agreed with CM Foster’s concern that contractors are utilizing their own programs to fulfill the ordinance standards. Ms. Swinson explained that there have been discussions surrounding that concern and staff are analyzing how the City can urge contractors to have their in-house programs certified with the state so that they will become part of the Florida Department of Education (FDOE) list.

CM Driscoll inquired why the pier and the pier approach projects were combined in the data given when the two projects are separate contracts. Mr. Moore responded that in the future, staff will be sure to separate the two contracts and not combine the data. CM Driscoll stated that she agreed with CM Foster’s concern that the ordinance leaves too much room for interpretation in terms of certified apprenticeship programs. CM Driscoll also emphasized her desire to lower the monetary threshold amount so that there can be more opportunities for skilled labor throughout the City.

In referencing the apprenticeship data presented to the committee, CM Gerdes inquired if any of the major contracts listed were federal. Ms. Swinson responded that there is one federal contract and it is the 30th Ave North Bicycle Facility. CM Gerdes asked if there is a model for calculating contract completion in coordination with any apprenticeship trade(s) and/or hours left to be fulfilled. Ms. Swinson responded that engineering may have a method for that, however, she would need to inquire and follow-up. CM Gerdes also inquired whether the ordinance requires quarterly or monthly reporting. Ms. Swinson responded that the ordinance requires quarterly, however, staff receives enough data to present monthly. CM Gerdes also expressed his agreement in lowering the threshold from $2 million to $1 million.

CM Gabbard expressed her agreement in lowering the threshold to $1 million so that there will be more opportunities for skilled laborers right now and in the future. CM Gabbard asked how many more projects would have been included if the City had started out with a threshold of $1 million. Ms. Swinson responded that approximately 5 projects would have been included.

In referencing the vacancies in the Contracts Compliance Department, CM Montanari inquired whether it was necessary to hire two new contracts compliance coordinators. Mr.
Moore responded that those positions will not only be working on contract compliance, their scope of work will be larger. Dr. Tomalin explained that especially with amending the ordinance to lower the threshold, there will likely be more work, therefore the two coordinators will be necessary. CM Montanari asked about the software that is being implemented in order to assist with contract compliance. Ms. Swinson responded that the software is called B2GNOW. Ms. Swinson explained that the software is used in by Hillsborough County, the City of Tampa, and the City of Orlando, therefore contractors in the area will be very familiar with it. Mr. Greene also explained that the software will also be used by the Greenhouse in order to track compliance with the Small Business Enterprise program.

CM Kornell asked why the City’s ordinance does not apply to federal contracts and Mr. Moore explained that the federal guidelines for hiring apprentices and disadvantaged workers supersedes the City’s ordinance. CM Kornell reiterated the requests made by the committee during the meeting:

- Lower the monetary threshold in the ordinance
- Amending the ordinance language to include all contractors
  - “Apprentices employed by prime contractors or and subcontractors.”
- Consideration to remove the language regarding “alternative apprenticeships” from ordinance

CM Kornell also reiterated his suggestion that there be an incentive for contractors to hire disadvantage workers and turn them into apprentices.

CM Kornell asked if staff could be ready to return to the committee with revised ordinance options by the November 15th meeting and Mr. Moore confirmed that would be enough time.

b) An Update on the City-Owned Grow Smarter Site Tangerine Plaza – Alan DeLisle

A memo regarding Tangerine Plaza was distributed in lieu of a verbal update from Mr. DeLisle. Attached is the full memorandum.

The meeting adjourned at 10:15 AM.
To Council members for tomorrows PS&I Tangerine Plaza agenda item:

As you know, a briefing on the Tangerine Plaza redevelopment RFP had been scheduled for discussion at tomorrow’s PS&I meeting. However, because the discussion and questions related to the RFP could raise problems with our procurement process, and as Administration has already briefed most of City Council members on this issue, Administration has prepared this memo in lieu of attending the Committee meeting tomorrow.

Since the RFP was issued, the City received six proposals. Those six proposals were received from the following entities: Binger Financial Services, Blue Sky Communities, Corporation to Develop Communities of Tampa, TCII Capital Group, United Against Poverty and United Skates of America.

Since the time of receipt of those proposals, an internal staff committee was formed to review the submittals and provide the Mayor with a thorough analysis of the strengths and weaknesses of each proposal. In addition to this process, the Administration submitted the proposals to the Citizen Advisory Committee (CAC) for the South St. Petersburg CRA for its review. After receipt of the proposals and sufficient time to review same, the CAC discussed the proposals and provided Administration and the Mayor with comments for his consideration.

At the same time the Tangerine Plaza RFP process was running its appropriate course, the TACRA III parcel was becoming a question mark, as TLM Investment Group (TLM) was notified that it was in breach of its agreement with the City. On August 23rd, the issue of that breach was brought before City Council to determine whether Council wanted to provide TLM with an amendment to the agreement, which would afford TLM additional time to begin construction of the project. Upon vote of Council, that motion to amend the agreement failed. As such, the City plans to move forward with termination of the agreement with TLM.

Because the TACRA III parcel will soon become available to the market once again, and because a possibility exists for a developer to incorporate the TACRA III development into the Tangerine Plaza redevelopment project, the Mayor has decided to postpone any decision regarding the six Tangerine Plaza proposals until he has had the chance to explore the options available to the City for moving forward with the development of both sites.

Once a determination has been made as to the best and most appropriate action to take in proceeding with both the Tangerine Plaza project and the TACRA III project, Administration will be happy to brief Council or the PS&I Committee.

Alan DeLisle
City Development Administrator
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1593. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: SEPTEMBER 20, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1593

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

LCA: 1593
NUMBER OF STRUCTURES: 174
ASSESSABLE AMOUNT: $34,647.88

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 $34,647.88 will be fully assessable to the property owners.

ATTACHMENTS:

----------------------------------------
MAYOR:

----------------------------------------
COUNCIL ACTION:

----------------------------------------
FOLLOW-UP: AGENDA NO.
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<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1593 ("LCA 1593") 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. 1593 ("LCA 1593") 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.

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. 1593 ("LCA 1593") 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:

[Signature]

City Attorney (Designee)
00395816
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number SEC 1239. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: SEPTEMBER 20, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1239

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: 1239
NUMBER OF STRUCTURES: 10
ASSESSABLE AMOUNT: $1,897.38

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 $1,897.38 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>
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<td>27 31 16 13860 000 0050</td>
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<td></td>
<td>PO BOX 4488</td>
<td>CARTER &amp; FOLEY’S SUB</td>
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<td>LOT 1</td>
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<td>SPANISH FORK</td>
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<td>101.70</td>
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<td>6675 CORPORATE CENTER PKWY STE</td>
<td>GLENWOOD HEIGHTS</td>
<td></td>
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<td>FL 322168084</td>
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<tr>
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<tr>
<td></td>
<td>4807 22ND AVE S</td>
<td>GOLDEN GLOW GROVE ESTATES 1ST ADD</td>
<td>BLK C, E 25FT OF LOT 16 &amp; W 40FT OF LOT 17 (PER OR</td>
</tr>
<tr>
<td></td>
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<td>JUNGLE TERRACE SEC B BLK 15, LOT 2</td>
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<td></td>
<td>5720 PREMIER PARK DR</td>
<td>MEARE’S, G.W. REV. MAP S 1/2 OF LOT 38 &amp; N 1/2 OF LOT 39</td>
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<td>ATTN: ST PETE REG COMM CNTR</td>
<td>ST PETERSBURG-COMMUNITY REGIONAL CENTER</td>
<td>TRACT 1</td>
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<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
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<td>MARCUS REAL ESTATE TRUST LLC</td>
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<tr>
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<td>BARROW, FRED</td>
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<td></td>
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TOTAL NUMBER OF ASSESSMENTS: 10

TOTAL ASSESSMENT AMOUNT: 1,897.38
## BUILDING SECURING NUMBER SEC 1239

### COST/FUNDING/ASSESSMENT INFORMATION

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<thead>
<tr>
<th>CATEGORY</th>
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<tr>
<td>SECURING COST</td>
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<td>MATERIAL COST</td>
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<td>LEGAL AD</td>
<td>$ 332.38</td>
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<tr>
<td>ADMIN. FEE</td>
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**TOTAL:** $1897.38
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1239 ("SEC 1239") 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. 1239 ("SEC 1239"); 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 September 20, 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. 1239 ("SEC 1239") 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:

[Signature]
City Attorney (Designee)
00395817
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Demolition Number DMO 465. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: SEPTEMBER 20, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 465

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: 465
NUMBER OF STRUCTURES: 6
ASSESSABLE AMOUNT: $116,748.07

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 $116,748.07 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: __________________________

COUNCIL ACTION: ______________________

FOLLOW-UP: __________________________ AGENDA NO. _________
TOTAL ASSESSMENT AMOUNT: 116,748.07

PL 374771919.16  SMILE
LOT 23 & 24
SPARKS SUB. C.
25 11 6 84726 000 0230
LOT 15
1253 22ND AVE S

PL 3949 4TH ST
ST PETERSBURG HOMES, LT
SHAH ST PETERSBURG
7305 36TH AVE N
LOT 12
11 6 68790 002 0150

PL 37701211.5 SAINT PETERSBURG
LOT 15
PAIR ACRES
7305 36TH AVE N
LOT 22
11 6 68790 002 0150

PL 3949 4TH ST
ST PETERSBURG HOMES, LT
SHAH ST PETERSBURG
7305 36TH AVE N
LOT 12
11 6 68790 002 0150

PL 37701211.5 SAINT PETERSBURG
LOT 15
PAIR ACRES
7305 36TH AVE N
LOT 22
11 6 68790 002 0150

PL 37701211.5 SAINT PETERSBURG
LOT 15
PAIR ACRES
7305 36TH AVE N
LOT 22
11 6 68790 002 0150

PL 37701211.5 SAINT PETERSBURG
LOT 15
PAIR ACRES
7305 36TH AVE N
LOT 22
11 6 68790 002 0150

PL 37701211.5 SAINT PETERSBURG
LOT 15
PAIR ACRES
7305 36TH AVE N
LOT 22
11 6 68790 002 0150

PL 37701211.5 SAINT PETERSBURG
LOT 15
PAIR ACRES
7305 36TH AVE N
LOT 22
11 6 68790 002 0150
# BUILDING DEMOLITION NUMBER DMO 465

## COST/FUNDING/ASSESSMENT INFORMATION

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<tr>
<th>CATEGORY</th>
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<td>Administrative Fee</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$ 116,748.07</strong></td>
</tr>
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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 465 ("DMO NO. 465") 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. 465 ("DMO No. 465"); 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 September 20, 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. 465 ("DMO No. 465") 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:

[Signature]

City Attorney (Designee) 00395815
The following page(s) contain the backup material for Agenda Item: Ordinance 347-H relating to existing municipal uses on park, wilderness or preserve property; amending Chapter 21, Parks and Recreation, Section 21-82, exclusions, of the St. Petersburg City Code; providing for severability of provisions.
Please scroll down to view the backup material.
ORDINANCE NO. 2018--

AN ORDINANCE RELATING TO EXISTING MUNICIPAL USES ON PARK, WILDERNESS OR PRESERVE PROPERTY; AMENDING CHAPTER 21, PARKS AND RECREATION, SECTION 21-82, EXCLUSIONS, OF THE ST. PETERSBURG CITY CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Chapter 21, Section 21-82 of the St. Petersburg City Code is hereby amended as follows:

Sec. 21-82. - Exclusions.

(a) *Existing plans and waterfront master plan.* Notwithstanding any other provision of this article, it shall not be a change in park use to develop a Park in accordance with the approved waterfront master plan as the same has been modified by park plans contained in the Bay Plaza Master Plan, the Historic and Benoist Museum Plans (Resolution No. 90-766), and the approved Vinoy Development Plan as these plans exist on November 29, 1990. It shall also not be a substantial change in use to develop a Park in accordance with plans which have been approved as a substantial change in park use, prior to November 29, 1990, in accordance with the procedure delineated in section 1.02 of the City Charter.

(b) *Al Lang Field.* Notwithstanding any other provision of this article, that park designated as No. 39 (Al Lang Field) on the City Charter Park and Waterfront Property Map on file with the City Clerk and referenced in section 1.02 of the City Charter shall be governed by the following:

(1) It shall not be a substantial change of use to expand or contract the current uses within the park. For purposes of this section, the current uses of the Park shall be considered parking and baseball related activities.

(2) Because of the special nature and uses of this park, the minimum green space requirement of 25 percent as contained in section 21-83 shall not apply.

(c) *Preexisting municipal uses.* It shall not be a substantial change of use of park property to reduce the boundaries of non-park municipal uses, including but not limited to police dog kennels, firefighter training tower, plant nursery, mulching operation, building material storage, athletic fields, associated parking areas, offices, etc., which were in
existence on November 29, 1990, at any active or passive park, wilderness area, or nature preserve. Such uses shall continue to be allowed but shall not be allowed to permanently expand the boundaries of the use. Any other Non-park municipal uses which were in existence on November 29, 1990, shall be allowed to exist continue in those areas in any active or passive park, wilderness area, or nature preserve so long as the boundaries of the use are not expanded. For purposes of this subsection, reconfiguration of the boundary of a non-park municipal use in existence on November 29, 1990, shall not be considered an expansion of the boundary if the reconfiguration does not result in a net increase of the square footage of the use as measured by roofline, canopy, fence line or footprint, whichever is greater. However, such a reconfiguration shall be considered a boundary expansion if it results in encroachment on or over nature preserve or wilderness area park lands that were not within the original roofline, canopy, fence line or footprint of the non-park municipal use, even if the original square footage of the use is maintained or reduced. There shall be no de minimus exemption from this boundary reconfiguration standard.

SECTION 2. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 3. That words in struck-through type are deletions from the existing St. Petersburg City Code and words that are underlined are additions.

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

LEGAL:

City Attorney (designee)

00397967 Final 

Administration
The following page(s) contain the backup material for Agenda Item: Fiscal Year 2019 Tentative Budget and Proposed Millage Rate
Please scroll down to view the backup material.
MEMORANDUM
CITY OF ST. PETERSBURG

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

From: Mayor Rick Kriseman

Date: September 7, 2018

Re: Adoption of FY 2019 Millage Rate and Budget Appropriations Ordinance and Adoption of Multi-Year Capital Improvement Program FY2019-2023

Background: On September 20, 2018, at 6:30 p.m. City Council will hold the second public hearing on the fiscal year 2019 budget. This memorandum contains material related to the second public hearing. Following the hearing, Council will adopt the final Millage Rate Resolution, the final Fiscal Year 2019 Budget/Appropriations Ordinance as well as the Multi-Year Capital Improvement Program Resolution. Florida Statutes require that a specific process be followed for the adoption of the budget. Various documents are attached to ensure compliance with these statutory requirements.

Explanation: On September 6, 2018, City Council approved the proposed millage rate of 6.7550 mills and the fiscal year 2019 tentative budget. On September 20, 2018, City Council will hold the second public hearing for final adoption of the millage rate and fiscal year 2019 budget.

Recommendation/Action Required: It is recommended that City Council adopt by resolution a property tax millage rate of 6.7550 mills in order to fund the fiscal year 2019 budget. It is further recommended that City Council approve the Fiscal Year 2019 Budget/Appropriations Ordinance adopting the Final Budget for fiscal year 2019 following the procedure set out in F.S. 200.065. At the conclusion of these actions, it is recommended that City Council adopt by resolution the Multi-Year Capital Improvement Program FY2019 – 2023 for the city.

Attachments:

(A) Agenda for the September 20, 2018, public hearing - providing statutory requirements.

(B) Recap of Changes between the Tentative Budget and Final Budget Ordinance.

(C) Resolution Setting the Property Tax Millage as approved at the first public hearing on September 6, 2018.

(D) Fiscal Year 2019 Budget/Appropriations Ordinance as modified and approved at the first public hearing on September 6, 2018 with proposed modifications for the second public hearing.

ATTACHMENT A

SECOND PUBLIC HEARING ON THE FISCAL YEAR 2019 MILLAGE RATE and BUDGET
CITY OF ST. PETERSBURG, FLORIDA

City Council Chamber
St. Petersburg City Hall
Thursday, September 20, 2018
6:30 P.M.

AGENDA

1. Call to Order; Opening of Public Hearing; Announcement of Purpose of Public Hearing. 
   Honorable Chair Lisa Wheeler-Bowman
   PUBLICLY ANNOUNCE: This is the start of the public hearing. This public hearing is on the final budget, the final millage rate, and the Budget/Appropriations Ordinance for Fiscal Year 2019 which has been amended for second reading to include: (i) the intent of the request made by City Council at the first public hearing, and (ii) Administration’s proposed changes since the first reading (as outlined in Attachment B, Recap of Changes). This is also a public hearing on the proposed multi-year CIP program for the City of St. Petersburg. Prior to public comment, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. That issue will be discussed by the Mayor and his staff after the title to the Budget/Appropriations Ordinance is read.

2. Second Reading of Budget/Appropriations Ordinance Title. 
   City Clerk
   Read title of Budget/Appropriations Ordinance.

3. Introductory Remarks. 
   Mayor Rick Kriseman
   General remarks.

   Budget Director Liz Makofske
   Brief power point presentation. First substantive issue to be discussed is percent increase, if any, in millage over the rolled-back rate necessary to fund the budget. The millage is 5.7550. This rate represents an increase of 6.36% over the rolled back rate of 6.3513. FS 200.065 (2)(e). The reasons for the increase should be discussed at this point. The changes to the Budget/Appropriations Ordinance from first reading should also be explained.
5. Receipt of Public Comment. 
Honorable Chair Lisa Wheeler-Bowman

PUBLICLY ANNOUNCE: This is the beginning of the public comment portion of the hearing. The general public shall be allowed to speak and ask questions prior to the adoption of the final millage rate and final budget by City Council. FS 200.065(2)(e).

6. Close Public Comment
Honorable Chair Lisa Wheeler-Bowman

PUBLICLY ANNOUNCE: The public comment portion of the hearing is now closed.

7. Council Comments, Discussion and Consideration of amendments to the Proposed FY 2019 Budget.
Mayor and Council

If Council amends the budget so that there will be a requirement for there to be a change in the millage go to step 8, otherwise go to step 9.

8. Re-compute millage rate if necessary.
Budget Staff

Compute millage rate and make changes to resolutions and Budget/Appropriations Ordinance as required. FS 200.065(2)(e).

9. Announcement of Final Millage Rate compared to the rolled-back rate.
Honorable Chair Lisa Wheeler-Bowman

PUBLICLY ANNOUNCE: The final millage rate for the City of St. Petersburg is 6.7550 mills which is a 6.36% increase over the rolled-back rate of 6.3513 mills.

10. Adopt millage resolution. City Council

Adopt resolution setting final millage rate. This must be done before adopting the final budget and must have a separate vote. FS 200.065 (2)(d)&(e).

11. Adoption of the Budget/Appropriations Ordinance as amended; and adoption of a Resolution approving a multi-year CIP program.
City Council
Adopt final budget (with any amendments that have been approved and after millage rate is adopted).

a) Amend the Budget/Appropriations Ordinance, if necessary;
b) Pass the Budget/Appropriations Ordinance as amended;
c) Approve the resolution adopting the multi-year CIP program for the City of St. Petersburg.

Honorable Chair Lisa Wheeler-Bowman

PUBLICLY ANNOUNCE: The public hearing on the Budget, the millage rate, the Budget/Appropriations Ordinance and the multi-year CIP program is now closed.

EXCEPETS FROM F.S. 200.065:
Paragraph 2(c): "Within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate. Prior to the conclusion of the hearing, the governing body of the taxing authority shall
amend the tentative budget as it sees fit, adopt the amended tentative budget, recompute its proposed millage rate, and publicly announce the percent, if any, by which the re-computed proposed millage rate exceeds the rolled-back rate computed pursuant to subsection (1). That percent shall be characterized as the percentage increase in property taxes tentatively adopted by the governing body."

Paragraph 2(e): "1. In the hearings required pursuant to paragraphs (c) and (d), the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased. During such discussion, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget."
RECAP OF CHANGES BETWEEN THE TENTATIVE BUDGET AND PROPOSED BUDGET ORDINANCE

**CHANGES IN REQUIREMENTS**

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<th>PROPOSED</th>
<th>CHANGE</th>
<th>REASONS</th>
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<td>City Development Administration</td>
<td>3,990,049</td>
<td>(2,905,593)</td>
<td>1,084,456</td>
<td>This will move the Economic Development Division from the City Development Administration Department to a newly created department (Economic and Workforce Development).</td>
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<td>Economic and Workforce Development</td>
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<td>2,905,593</td>
<td>2,905,593</td>
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<tr>
<td>Mayor's Office</td>
<td>4,608,869</td>
<td>(20,164)</td>
<td>4,588,705</td>
<td>This will account for salary savings as a result of the elimination of a full-time Operations Support Manager position and replacing it with a full-time Administrative Secretary.</td>
</tr>
<tr>
<td>Contingency</td>
<td>497,942</td>
<td>20,164</td>
<td>518,106</td>
<td>This item is the net change in contingency needed to balance the General Fund.</td>
</tr>
</tbody>
</table>

Total General Fund Requirements | 263,818,431 | 0 | 263,818,431 |
RESOLUTION NO. _____

A RESOLUTION ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amounts of money necessary to be raised from taxation to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2019, have been tentatively determined.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that it has been determined that in order to raise and produce the funds necessary to carry on the government of the City of St. Petersburg for the fiscal year ending September 30, 2019, there is hereby levied for said year, the various taxes set out in Sections 1 and 2, inclusive of this Resolution, to wit:

SECTION 1. The final millage rate for the fiscal year ending September 30, 2019, is hereby fixed and adopted at 6.7550 mills on the dollar of the assessed value of property of every kind liable for or subject to taxation by the City of St. Petersburg, Florida.

SECTION 2. The final millage rate referred to in the preceding section shall be levied for the following purposes:

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Mills</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Operating Levy</td>
<td>6.7550</td>
</tr>
</tbody>
</table>

SECTION 3. The final millage rate adopted herein represents an increase of 6.36% over the rolled back rate of 6.3513 mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, as amended).

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT

[Signature]
Budget Department

APPROVED AS TO FORM AND SUBSTANCE

[Signature]
City Attorney

Final 0396913
ORDINANCE NO. 348-H

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF ST. PETERSBURG, FLORIDA, INCLUDING ITS UTILITIES, AND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF REVENUE BONDS, AND OTHER OBLIGATIONS OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF ST. PETERSBURG, FLORIDA; MAKING APPROPRIATIONS FOR THE DEPENDENT SPECIAL DISTRICTS OF THE CITY OF ST. PETERSBURG, FLORIDA; ADOPTING THIS APPROPRIATIONS ORDINANCE AS THE BUDGET FOR THE CITY OF ST. PETERSBURG, FLORIDA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. That for payment of operating expenses and obligations of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2019, there is hereby appropriated out of any money in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies shown in the following schedules:

**OPERATING FUNDS**

**GENERAL FUND**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>111,114,486</td>
</tr>
<tr>
<td>Fire Rescue</td>
<td>34,672,344</td>
</tr>
<tr>
<td>Leisure Services Administration</td>
<td>44,797,553</td>
</tr>
<tr>
<td>Neighborhood Affairs Administration</td>
<td>7,537,492</td>
</tr>
<tr>
<td>General Government Administration</td>
<td>45,100,281</td>
</tr>
<tr>
<td>Public Works Administration</td>
<td>11,098,425</td>
</tr>
<tr>
<td>City Development Administration</td>
<td>9,497,850</td>
</tr>
<tr>
<td><strong>Total – General Fund</strong></td>
<td><strong>$263,818,431</strong></td>
</tr>
</tbody>
</table>

**GENERAL FUND RESERVE**

<table>
<thead>
<tr>
<th>Reserve</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preservation Reserve</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>Total – General Fund Reserve</strong></td>
<td><strong>$45,000</strong></td>
</tr>
</tbody>
</table>

**ENTERPRISE FUNDS**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Resources</td>
<td>154,573,710</td>
</tr>
<tr>
<td>Water Cost Stabilization</td>
<td>1,767,301</td>
</tr>
<tr>
<td>Water Equipment Replacement</td>
<td>2,181,000</td>
</tr>
<tr>
<td>Stormwater Utility</td>
<td>18,042,066</td>
</tr>
<tr>
<td>Stormwater Equipment Replacement</td>
<td>809,000</td>
</tr>
<tr>
<td>Sanitation</td>
<td>44,589,349</td>
</tr>
<tr>
<td>Category</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Sanitation Equipment Replacement</td>
<td>2,900,646</td>
</tr>
<tr>
<td>Parking</td>
<td>11,530,512</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>910,000</td>
</tr>
<tr>
<td>Pier</td>
<td>1,055,564</td>
</tr>
<tr>
<td>Coliseum</td>
<td>832,409</td>
</tr>
<tr>
<td>Sunken Gardens</td>
<td>1,452,560</td>
</tr>
<tr>
<td>Tropicana Field</td>
<td>2,116,282</td>
</tr>
<tr>
<td>Airport</td>
<td>1,162,735</td>
</tr>
<tr>
<td>Marina</td>
<td>3,769,806</td>
</tr>
<tr>
<td>Golf Courses</td>
<td>3,810,624</td>
</tr>
<tr>
<td>Jamestown</td>
<td>670,215</td>
</tr>
<tr>
<td>Port</td>
<td>348,079</td>
</tr>
<tr>
<td><strong>Total - Enterprise Funds</strong></td>
<td><strong>$252,521,858</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Medical Services</td>
<td>15,047,661</td>
</tr>
<tr>
<td>Local Assistance Housing (SHIP)</td>
<td>838,709</td>
</tr>
<tr>
<td>Law Enforcement State Trust</td>
<td>212,198</td>
</tr>
<tr>
<td>Federal Justice Forfeiture</td>
<td>61,200</td>
</tr>
<tr>
<td>Grant Funds (CDBG, HOME, ESG, NSP)</td>
<td>3,521,039</td>
</tr>
<tr>
<td>Miscellaneous Donation Funds</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Building Permit Special Revenue Fund</td>
<td>6,801,271</td>
</tr>
<tr>
<td>Special Assessments</td>
<td>28,978</td>
</tr>
<tr>
<td>School Crossing Guard</td>
<td>400,000</td>
</tr>
<tr>
<td>Weeki Wachee</td>
<td>170,000</td>
</tr>
<tr>
<td>Arts in Public Places</td>
<td>10,412</td>
</tr>
<tr>
<td>Professional Sports Facility Sales Tax</td>
<td>1,990,680</td>
</tr>
<tr>
<td><strong>Total - Special Revenue Funds</strong></td>
<td><strong>$30,082,148</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Office Buildings</td>
<td>31,768</td>
</tr>
<tr>
<td>Technology Services</td>
<td>358,469</td>
</tr>
<tr>
<td>Commercial Insurance</td>
<td>144,278</td>
</tr>
<tr>
<td>Billing and Collections</td>
<td>53,095</td>
</tr>
<tr>
<td><strong>Total-Internal Service Fund Reserves</strong></td>
<td><strong>$587,610</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America Notes</td>
<td>196,618</td>
</tr>
<tr>
<td>Bank of America Leasing &amp; Capital</td>
<td>226,944</td>
</tr>
<tr>
<td>TD Bank</td>
<td>9,861,727</td>
</tr>
<tr>
<td>Pro Sport Facility Sales Tax Debt</td>
<td>1,975,880</td>
</tr>
<tr>
<td>Public Service Tax Debt</td>
<td>2,590,063</td>
</tr>
<tr>
<td>Stormwater Debt</td>
<td>714,720</td>
</tr>
<tr>
<td>Water Resources Debt</td>
<td>153,487,992</td>
</tr>
<tr>
<td>Sanitation Debt</td>
<td>1,285,488</td>
</tr>
<tr>
<td><strong>Total – Debt Service Funds</strong></td>
<td><strong>$170,339,432</strong></td>
</tr>
</tbody>
</table>

**TOTAL - OPERATING BUDGET APPROPRIATIONS**

**$717,394,479**
SECTION 2. For the payment of capital improvements as set forth in the Capital Improvement Program of the City of St. Petersburg, Florida for the fiscal year ending September 30, 2019, there is hereby appropriated from the monies in the Treasury of the City and any accruing revenues of the City available for said purposes to the funds and for the purposes hereinafter set forth, the sum of monies as shown in the following schedules:

### CAPITAL IMPROVEMENT FUNDS

#### GENERAL CAPITAL IMPROVEMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intown Streetscape Improvements</td>
<td>200,000</td>
</tr>
<tr>
<td>Fleet Facility Master Plan</td>
<td>100,000</td>
</tr>
<tr>
<td>BRT and Transit Infrastructure</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Municipal Office Building Repairs &amp; Improvements</td>
<td>1,115,000</td>
</tr>
<tr>
<td>Parking Structure-Downtown</td>
<td>1,000,000</td>
</tr>
<tr>
<td><strong>General Capital Total</strong></td>
<td><strong>$4,415,000</strong></td>
</tr>
</tbody>
</table>

#### HOUSING CAPITAL IMPROVEMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable/Workforce Housing</td>
<td>250,000</td>
</tr>
<tr>
<td>Legal Collection Expense</td>
<td>25,000</td>
</tr>
<tr>
<td><strong>Housing Total</strong></td>
<td><strong>$275,000</strong></td>
</tr>
</tbody>
</table>

#### PUBLIC SAFETY CAPITAL IMPROVEMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazmat Truck</td>
<td>160,000</td>
</tr>
<tr>
<td>Police Facility Debt</td>
<td>6,565,000</td>
</tr>
<tr>
<td><strong>Public Safety Total</strong></td>
<td><strong>$6,725,000</strong></td>
</tr>
</tbody>
</table>

### CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge 40th Ave NE over Placido Bayou</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Bridge Bayou Grande north of Tanglewood</td>
<td>1,600,000</td>
</tr>
<tr>
<td>Bridge Venetian Blvd west of Shore Acres</td>
<td>200,000</td>
</tr>
<tr>
<td>Bridge 11th Ave S over Booker Creek</td>
<td>1,675,000</td>
</tr>
<tr>
<td>Bridge Life Extension Program</td>
<td>750,000</td>
</tr>
<tr>
<td>Emergency Dredging</td>
<td>50,000</td>
</tr>
<tr>
<td>RR crossing 9th Ave N at 19th Street</td>
<td>255,000</td>
</tr>
<tr>
<td>Alley Reconstruction-Brick</td>
<td>250,000</td>
</tr>
<tr>
<td>Alley Reconstruction-Unpaved</td>
<td>150,000</td>
</tr>
<tr>
<td>Curb Replacements and Ramps</td>
<td>500,000</td>
</tr>
<tr>
<td>Sidewalk Reconstruction</td>
<td>600,000</td>
</tr>
<tr>
<td>Street and Road Improvements</td>
<td>4,500,000</td>
</tr>
<tr>
<td>Bicycle Pedestrian Facilities</td>
<td>100,000</td>
</tr>
<tr>
<td>Complete Streets</td>
<td>450,000</td>
</tr>
<tr>
<td>Comprehensive Streetscape/Greenscape</td>
<td>250,000</td>
</tr>
<tr>
<td>Intersection Modifications</td>
<td>50,000</td>
</tr>
<tr>
<td>Neighborhood Transportation Management</td>
<td>100,000</td>
</tr>
<tr>
<td>Sidewalk Expansion</td>
<td>250,000</td>
</tr>
<tr>
<td>Sidewalks-Neighborhood and ADA Ramps</td>
<td>100,000</td>
</tr>
<tr>
<td>Transit Shelter Expansion</td>
<td>200,000</td>
</tr>
<tr>
<td>Wayfair Sign Replacement</td>
<td>150,000</td>
</tr>
<tr>
<td>Seawall Renovations and Replacement</td>
<td>380,000</td>
</tr>
<tr>
<td><strong>Citywide Infrastructure Total</strong></td>
<td><strong>$13,560,000</strong></td>
</tr>
</tbody>
</table>
## RECREATION & CULTURE CAPITAL IMPROVEMENT

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Facilities Improvements</td>
<td>200,000</td>
</tr>
<tr>
<td>Athletic Field Lighting Improvements</td>
<td>250,000</td>
</tr>
<tr>
<td>Dugout Improvements</td>
<td>60,000</td>
</tr>
<tr>
<td>Coliseum Dressing Room and Lobby Improvements</td>
<td>100,000</td>
</tr>
<tr>
<td>Coliseum Waterproofing</td>
<td>250,000</td>
</tr>
<tr>
<td>Mahaffey Theater Improvements</td>
<td>500,000</td>
</tr>
<tr>
<td>General Library Improvements</td>
<td>200,000</td>
</tr>
<tr>
<td>Johnson Library Generator</td>
<td>250,000</td>
</tr>
<tr>
<td>Main Library Renovation</td>
<td>500,000</td>
</tr>
<tr>
<td>RFID System</td>
<td>61,250</td>
</tr>
<tr>
<td>Park Facilities Improvements</td>
<td>250,000</td>
</tr>
<tr>
<td>Park Restroom Renovations</td>
<td>210,000</td>
</tr>
<tr>
<td>Parking Lot Improvements</td>
<td>125,000</td>
</tr>
<tr>
<td>Parks Lighting Improvements</td>
<td>125,000</td>
</tr>
<tr>
<td>Play Equipment Replacement</td>
<td>450,000</td>
</tr>
<tr>
<td>Restoration to Fountains/Plaques/Statures</td>
<td>125,000</td>
</tr>
<tr>
<td>McLin Pool Improvements</td>
<td>300,000</td>
</tr>
<tr>
<td>Swimming Pool Improvements</td>
<td>350,000</td>
</tr>
<tr>
<td>Mirror Lake Complex Improvements</td>
<td>200,000</td>
</tr>
<tr>
<td>Recreation Center Improvements</td>
<td>200,000</td>
</tr>
<tr>
<td>Sunken Gardens Entrance Improvements</td>
<td>250,000</td>
</tr>
<tr>
<td>Sunken Gardens Park Improvements</td>
<td>200,000</td>
</tr>
<tr>
<td>Recreation and Culture Total</td>
<td>$5,156,250</td>
</tr>
</tbody>
</table>

## CITY FACILITIES CAPITAL IMPROVEMENT

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwight Jones Kitchen Improvements</td>
<td>125,000</td>
</tr>
<tr>
<td>Infrastructure to be Determined</td>
<td>554,000</td>
</tr>
<tr>
<td>Jamestown Parking</td>
<td>100,000</td>
</tr>
<tr>
<td>City Facility HVAC</td>
<td>150,000</td>
</tr>
<tr>
<td>City Facility Roof Waterproofing</td>
<td>200,000</td>
</tr>
<tr>
<td>Environmental Cleanup Projects</td>
<td>75,000</td>
</tr>
<tr>
<td>Fire Facilities Major Improvements</td>
<td>100,000</td>
</tr>
<tr>
<td>City Facilities Total</td>
<td>$1,304,000</td>
</tr>
</tbody>
</table>

## BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasure Island Trail Phase II</td>
<td>698,498</td>
</tr>
<tr>
<td>Bicycle/Pedestrian Total</td>
<td>$698,498</td>
</tr>
</tbody>
</table>

## MULTIMODAL IMPACT FEES CAPITAL PROJECTS

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike Share</td>
<td>50,000</td>
</tr>
<tr>
<td>City Trails</td>
<td>400,000</td>
</tr>
<tr>
<td>Downtown Intersection &amp; Pedestrian Facilities</td>
<td>250,000</td>
</tr>
<tr>
<td>Sidewalk Expansion</td>
<td>200,000</td>
</tr>
<tr>
<td>Traffic Safety Program</td>
<td>225,000</td>
</tr>
<tr>
<td>Complete Streets</td>
<td>450,000</td>
</tr>
<tr>
<td>Multimodal Total</td>
<td>$1,575,000</td>
</tr>
</tbody>
</table>
### DOWNTOWN PARKING CAPITAL PROJECTS
- New Meter Technology: 200,000
- New Meters Downtown: 200,000
- Parking Structure-Downtown: 4,000,000
- Revenue Gate Equipment-Pier: 200,000
- Sundial Garage Chiller Replacement: 150,000
- **Downtown Parking Total**: 4,750,000

### WATER RESOURCES CAPITAL PROJECTS
- Water Treatment/Supply: 20,525,000
- Water Distribution System Improvements: 16,150,000
- Sanitary Sewer Collection System: 25,030,000
- Lift Station Improvements: 3,200,000
- Water Reclamation Facilities Improvements: 46,465,000
- Reclaimed Water System Improvements: 760,000
- Water Resources Building: 1,400,000
- Computerized System Improvements: 3,850,000
- **Water Resources Total**: 117,380,000

### STORMWATER DRAINAGE CAPITAL PROJECTS
- Minor Storm Drainage: 500,000
- Stormwater Facility Master Plan: 100,000
- 50th Ave N west of 4th Street SDI: 400,000
- 7th Street Sustainable Complete Street Improvements: 272,000
- Crescent Lake Water Quality Improvements: 125,000
- Deep Lake Aeration: 60,000
- Little Bayou Basin Water Quality Improvements: 125,000
- **Stormwater Drainage Total**: 1,582,000

### AIRPORT CAPITAL PROJECTS
- Airport Airfield Improvements: 166,000
- **Airport Total**: 166,000

### MARINA CAPITAL PROJECTS
- Marina Dock Repairs and Improvements: 100,000
- Marina Facility Improvements: 250,000
- Marina Restroom/Laundry Building Improvements: 150,000
- **Marina Total**: 500,000

### TOTAL CIP FUNDS
- **$158,086,748**
ATTACHMENT D

SECTION 3. For dependent districts of the City of St. Petersburg, Florida, for the fiscal year ending September 30, 2019, there are hereby appropriated from the monies and revenues of said districts the sum of monies shown on the following schedule:

**DEPENDENT DISTRICTS**

<table>
<thead>
<tr>
<th>District</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Facilities Authority</td>
<td>5,000</td>
</tr>
<tr>
<td>Downtown Redevelopment District</td>
<td>5,943,688</td>
</tr>
<tr>
<td><strong>Total - Dependent Districts</strong></td>
<td><strong>$5,948,688</strong></td>
</tr>
</tbody>
</table>

SECTION 4. Within the appropriations in Section 1, the following allocations are authorized:

**INTERNAL SERVICE ALLOCATIONS**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Management</td>
<td>18,496,969</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>3,657,950</td>
</tr>
<tr>
<td>Municipal Office Buildings</td>
<td>3,696,300</td>
</tr>
<tr>
<td>Technology Services</td>
<td>12,238,108</td>
</tr>
<tr>
<td>Technology and Infrastructure</td>
<td>1,090,173</td>
</tr>
<tr>
<td>Supply Management</td>
<td>478,605</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>52,436,814</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>859,688</td>
</tr>
<tr>
<td>Self Insurance</td>
<td>2,895,022</td>
</tr>
<tr>
<td>Commercial Insurance</td>
<td>4,656,307</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>11,064,601</td>
</tr>
<tr>
<td>Billing and Collections</td>
<td>10,530,811</td>
</tr>
<tr>
<td><strong>Total - Internal Services</strong></td>
<td><strong>$122,101,348</strong></td>
</tr>
</tbody>
</table>

**COMMUNITY SUPPORT ALLOCATIONS**

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Services</td>
<td>578,800</td>
</tr>
<tr>
<td>Pinellas Hope/Emergency Beds</td>
<td>100,000</td>
</tr>
<tr>
<td>Homeless Services</td>
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<td>Westcare</td>
<td>150,000</td>
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<td>Meals on Wheels</td>
<td>50,000</td>
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<tr>
<td>St. Vincent DePaul</td>
<td>148,633</td>
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<tr>
<td>Unallocated Contingency</td>
<td>15,000</td>
</tr>
<tr>
<td>Turning Point</td>
<td>125,000</td>
</tr>
<tr>
<td>TBBBCIC</td>
<td>50,000</td>
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<tr>
<td>My Brothers/Sisters Keepers</td>
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<td>2020</td>
<td>65,000</td>
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<td>Arts</td>
<td>355,000</td>
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<tr>
<td>Florida Orchestra</td>
<td>75,000</td>
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<tr>
<td>Museum of History</td>
<td>262,000</td>
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<tr>
<td>STEP Program</td>
<td>50,000</td>
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<td>Local Topia</td>
<td>35,000</td>
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<tr>
<td>Special Event Recruitment</td>
<td>17,000</td>
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<tr>
<td>First Night</td>
<td>25,000</td>
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<tr>
<td>MLK Festival</td>
<td>35,000</td>
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### ATTACHMENT D

<table>
<thead>
<tr>
<th>Program</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Mayor’s Mini Grants</td>
<td>15,000</td>
</tr>
<tr>
<td>Neighborhood Matching Grants</td>
<td>35,000</td>
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<td>Workforce Readiness</td>
<td>35,000</td>
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<td>Summer Youth Intern Program</td>
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<td>Keep Pinellas Beautiful</td>
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<td>Independent Corridor and Neighborhood Funds</td>
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<td>Main Streets</td>
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<td>Rebates for Rehabs</td>
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<td>Et Cultura</td>
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<td>Carter G Woodson Museum</td>
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<td>Matching Grant Program</td>
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<td><strong>Total-Community Support</strong></td>
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**Subsidies:**

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<tr>
<td>Mahaffey Theater</td>
<td>450,000</td>
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<tr>
<td>Pier</td>
<td>645,000</td>
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<tr>
<td>Coliseum</td>
<td>156,000</td>
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<tr>
<td>Sunken Gardens</td>
<td>103,000</td>
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<td>Tropicana Field</td>
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<td>Jamestown</td>
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<td>Port</td>
<td>226,000</td>
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<td><strong>Total-Subsidies</strong></td>
<td><strong>$2,861,000</strong></td>
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**Transfers:**

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<th>Program</th>
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</thead>
<tbody>
<tr>
<td>Economic Stability</td>
<td>500,000</td>
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<tr>
<td>Debt</td>
<td>3,445,114</td>
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<tr>
<td>CIP - Housing Capital Improvement Fund</td>
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<td>Tax Increment Funds</td>
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<tr>
<td><strong>Total-Transfers</strong></td>
<td><strong>$17,156,576</strong></td>
</tr>
</tbody>
</table>

| Contingency                                  | 518,106 |

| **Total – Non-Departmental**                  | **$26,675,615** |

**SECTION 5.** The following categories are established as committed fund balances for future appropriation in the General Fund. The final amount will be determined subsequent to year-end when the actual results and ending balances for all funds have been determined. Commitment amounts can be changed by a resolution of City Council in accordance with the City Charter:

*Operating Re-appropriations*—Funds that are rolled over for purchases that could not be made in the previous year due to timing or other issues.
Land Sale Proceeds—This category was created to provide a funding source for acquiring property. Proceeds from the sale of City properties valued at less than $20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by the City Council on February 21, 2002.

Qualified Target Industry (QTI) Tax Refund Program—This category was established to provide the City's share of payments over the next five years for the QTI program, which provides funds to local businesses for the purpose of stimulating economic growth and employment.

Local Agency Program (LAP)—This category is established to provide the City's share of commitments for maintenance of City roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

These commitment categories are effective as of the date of this ordinance which is prior to the end of the Fiscal Year 2018.

SECTION 6. After passage of this ordinance, changes to the allocation amounts listed in Section 4 may be accomplished in the same manner as changes to appropriations pursuant to City Charter Section 3.14.

SECTION 7. This appropriation ordinance is hereby adopted as the budget for the City of St. Petersburg for the fiscal year ending September 30, 2019.

SECTION 8. In the event this Ordinance, or any line item, 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, or any line item, 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 BY DEPARTMENT: 

[Signature]
Budget Department
00397810 Final for 9/20/18 Public Hearing

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney
RESOLUTION NO. _____

A RESOLUTION ADOPTING THE RECOMMENDED MULTI-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF ST. PETERSBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the recommended multi-year Capital Improvement Program covering the Fiscal Years 2019 through 2023 is approved.

BE IT FURTHER RESOLVED, that appropriations for the Capital Improvement Program for FY 2019 have been incorporated into the annual budget/appropriations ordinance.

BE IT FURTHER RESOLVED, that City Council may amend this program by approval of subsequent supplemental appropriation resolutions or appropriation transfer resolutions, as provided by the City Charter.

This resolution shall become effective immediately upon its adoption.

APPROVED BY DEPARTMENT:

[Signature]
Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney (Designee)
Final 00396930
The following page(s) contain the backup material for Agenda Item: Ordinance 111-HL approving an owner-initiated Local Historic Landmark Designation of the New Redeemer Evangelical Lutheran Church, located at 4355 Central Avenue. (City File HPC 18-90300006)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of September 20, 2018

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

SUBJECT: Owner-initiated Historic Landmark Designation of the former New Redeemer Evangelical Lutheran Church, located at 4355 Central Avenue (City File HPC 18-90300006).

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

REQUEST: The request is to list the new Redeemer Evangelical Lutheran Church as a local historic landmark in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On August 14, 2018, the Community Planning and Preservation Commission held a public hearing on this matter and voted unanimously 6-0 to approve the request.

Recommended City Council Action:
1. CONDUCT the second reading and final public hearing of the attached proposed ordinance; and
2. APPROVE the proposed ordinance.

Attachments: Ordinance, Staff Report to the CPPC, Designation Application
ORDINANCE NO.  
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE NEW REDEEMER EVANGELICAL LUTHERAN CHURCH, LOCATED AT 4355 CENTRAL AVENUE NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the New Redeemer Evangelical Lutheran Church, which is recognized for its significance resulting from its association with noted Midwest Modernist architect Victor Charn and design as a modernized interpretation of the Mediterranean Revival style, 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 New Redeemer Evangelical Lutheran Church meets the following criteria:

(d) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development 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.

SECTION 2. The City Council finds that the New Redeemer Evangelical Lutheran Church 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

SECTION 3. The New Redeemer Evangelical Lutheran Church, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a 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 EAST 17.5 FEET EAST OF LOT 1'S WESTERN PROPERTY LINE THROUGH 3 AND HALF OF LOT 4, BLOCK 10, INTER BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE(S) 58, OF THE PUBLIC RECORDS OF PINELLS COUNTY, FLORIDA.

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:

City Attorney (or Designee) 8/17/18
Planning and Development Services Department 8/23/18
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
August 14, 2018

QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 18-9030006

Contact Person: Larry Frey, 892-5470

Request: Owner-initiated application for a Local Historic Landmark designation of the New Redeemer Evangelical Lutheran Church (Gateway Christian Center), located at 4355 Central Avenue.

Staff Presentation
Derek Kilborn gave a PowerPoint presentation based on the staff report.

Applicant Presentation
Brett Castellucio with Design Styles Architect and representing the owner, Squaremouth LLC, gave a PowerPoint presentation in support of the request.

Public Hearing
No speakers present.

Cross Examination
Waived by both parties.

Rebuttal/Closing Remarks
By Staff: Mr. Kilborn stated that regarding the adaptive reuse portion of the application, the applicant still needs to go through the normal permit requirements to modify the space; approval would give them access to additional use-types that are otherwise prohibited within the zoning category.

By Applicant: Mr. Castellucio stated regarding the adaptive reuse, the plans shown in their presentation are just a proposal now; no construction is currently underway until they have gone through the entire historic preservation process.

Executive Session

MOTION #1: Commissioner Wolf moved and Commissioner Winters seconded a motion to approve the Local Historic Landmark designation of the New Redeemer Evangelical Lutheran Church, located at 4355 Central Avenue, in accordance with the staff report.
Commissioner Wolf stated that it seemed straightforward on the preservation side and can understand the adaptive reuse as an aid to encourage more preservation; it is a good thing for the City to offer.

Commissioner Michaels stated his agreement; the staff report is well reasoned for this recommendation and it is exciting to see a couple of the incentives that are being used here for historic preservation (adaptive reuse and ad valorem tax exemption).

Commissioner Winters asked why the east portion of the building was not proposed for designation. Mr. Kilborn stated that when staff initially evaluated the building, they looked only at the west end. When they realized that the plans included the entire building, an assessment was performed on the east end. Staff felt there could be an argument for the east end, but from a timing perspective, the applicant was interested in moving forward without it.

Commissioner Winters applauded the application and the adaptive reuse piece of it; very excited that the City provides this opportunity and appreciates the pro-active approach to tackling the economic development. She is fully supportive of the request.

Commissioner Rogo asked that with approving this adaptive reuse application, would a COA come before the CPPC sometime in the future. Mr. Kilborn replied that it’s possible but not necessarily required; many modifications are only required to be reviewed at the staff level. If there are major exterior modifications (e.g. new addition), a public hearing review would be required. Based on what staff has seen so far, most of the modifications will be reviewed at the Historic Preservation staff level.

**VOTE:**

YES – Burke, Michaels, Reese, Wolf, Winters, Rogo

NO – None

**Motion passed by a vote of 6 to 0.**

**MOTION #2:** Commissioner Wolf moved and Commissioner Winters seconded a motion to approve the adaptive reuse, in accordance with the staff report.

**VOTE:**

YES – Burke, Michaels, Reese, Wolf, Winters, Rogo

NO – None

Motion passed by a vote of 6 to 0.
## STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION
LOCAL LANDMARK DESIGNATION REQUEST

For Public Hearing and Recommendation to City Council on August 14, 2018 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, there are no address conflicts of CPPC members who reside or have places of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

<table>
<thead>
<tr>
<th>CASE NO.:</th>
<th>HPC 18-90300006</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS:</td>
<td>4355 Central Avenue (PIN-22-31-16-43108-010-0010)</td>
</tr>
<tr>
<td>LANDMARK:</td>
<td>New Redeemer Evangelical Lutheran Church</td>
</tr>
<tr>
<td>OWNER:</td>
<td>Squaremouth, LLC</td>
</tr>
<tr>
<td>APPLICANT:</td>
<td>Brett Castellucio, Design Styles Architecture</td>
</tr>
<tr>
<td>REQUEST:</td>
<td>Local Designation of the former New Redeemer Evangelical Lutheran Church and approval of a request for an Adaptive Reuse of the subject property.</td>
</tr>
</tbody>
</table>

South elevation facing Central of entire building. Photo by Applicant, 2018.
RECOMMENDATIONS

The CPPC is required to take two (2) separate votes. Staff recommends:

1. **APPROVAL** of the New Redeemer Evangelical Lutheran Church, as described by the proposed land boundary, to be added as a local historic landmark building to the St. Petersburg Register of Historic Places.

2. **APPROVAL** of the Adaptive Reuse application.

OVERVIEW

This designation application is the first of its kind under the City of St. Petersburg's Historic and Archaeological Preservation Overlay, 2015 Update. Specifically, it represents the potential for historic preservation to be an important and complimentary tool to economic development and business and employee recruitment. What started as a preliminary determination of eligibility by City staff prior to the applicant's acquisition of the subject property, this application now includes a request for local landmark designation and adaptive reuse. The applicant is also planning to take advantage of the City's ad valorem tax exemption for the rehabilitation of landmark properties.

This application also demonstrates the methodical analysis that goes into evaluating every request for designation. In this instance, designation is proposed for only that portion of the building that represents the most historic and qualified section of the church proper. The application for designation pertains only to the 1951 sanctuary and court-yard; it does not include the 1960 atrium or 1969 new sanctuary.
If designated, the applicant is proposing to utilize benefits conferred through Section 16.30.020 relating to adaptive reuse of historic buildings. Adaptive reuse will permit a more comprehensive list of non-residential uses that are otherwise prohibited by the current CRT-1 zoning designation. The concept of adaptive reuse is described more fully later in this report.

Finally, the applicant has also applied for an *Ad Valorem Tax Exemption-Historic*, which is processed and approved by City Staff, pending the outcome of the designation application. Ad valorem tax exemption for the rehabilitation of landmark properties is a local program for qualifying residential or non-residential historic properties that exempts up to 12.1 mils of certain property taxes for a ten-year period. The program allows approximately $121 per every $10,000 of qualified expenses spent on an approved rehabilitation. For a $50,000 rehabilitation, this would equal approximately $605 saved every year, or over $6,000 over the ten-year period. There is presently no cap to the calculable rehabilitation expenses exempted. (St. Petersburg City Code Section 16.30.070.7.4) This benefit applies to property that is individually listed in the National Register of Historic Places, is designated individually as a Local Historic Landmark, or is identified as a contributing resource within a National Register Historic District or local historic district.

**STAFF FINDINGS**

Research into the history of the subject property was originally prepared by Laura Duvekot, Historic Preservationist, City of St. Petersburg, and supplemented with additional research by Dr. Larry Frey, Historic Preservationist, City of St. Petersburg. The evaluation and preliminary determination of eligibility was performed to identify whether the subject property might qualify for *adaptive reuse* and the *ad valorem tax exemption*. Early staff findings are included as pages 02 – 05 of the attached application.

Designation of an individual local landmark and listing in the St. Petersburg Register of Historic Places requires compliance with a three-part test. The first test must prove whether the subject building is 50-years in age or more. In this instance, the subject building was constructed in 1950 and dedicated on January 14, 1951. The building satisfies this first qualification.
The second test shall evaluate significance criteria identified within City Code, Section 16.30.070.2.5.D.1. At least one or more of nine (9) criteria must be met. These nine (9) criteria include:

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

b. Its location is a site of a significant local, state, or national event;

c. It is identified with a person who significantly contributed to the development of the City, state, or nation;

d. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development 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;

h. Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development;

i. It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

The applicant marked two (2) of the available criteria as being met – criterion d and e. City staff concurs with these two (2) criterion and is recommending inclusion of criterion f, as follows:

| Are Historic Contextual Criteria Met? |
|---|---|---|---|---|---|---|---|---|---|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
| N   | N   | N   | Y   | Y   | Y   | N   | N   | N   |

(d) it is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation.

The original 1950 building was designed by noted Midwest Modernist architect Victor Charn. Charn was responsible for numerous large-scale buildings around the country, particularly in and around Chicago, Illinois. A detailed description of the architect's biography and portfolio is included on page 13 of the attached application.

(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
The original 1950 building features elements inspired both by the Mediterranean Revival style, which was immensely popular in St. Petersburg in the early twentieth century, and by the Modernist movement, which was coming into vogue in the period of increased development and suburban expansion that followed World War II.

(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 building is important for its quality as a modernized Mediterranean-influenced building constructed under post World War II architectural movements.

The third test shall evaluate the property's integrity identified within City Code, Section 16.30.070.2.5.D.2. At least one or more of seven (7) factors of integrity must be met. In most cases, the integrity of feeling and association by themselves rarely merit a property being eligible for designation, since they often defer to personalized experiences, emotions, and perceptions that all vary among individuals and groups:

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.

g. Association. The direct link between an important historic event or person and a historic property.

City staff recommends that the application satisfies six (6) of the seven (7) criterion, as shown:

<table>
<thead>
<tr>
<th>Is At Least One Integrity Factor Met?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
</tr>
<tr>
<td>Y</td>
</tr>
</tbody>
</table>

*Must be in addition to at least one other factor
ADAPTIVE REUSE EVALUATION

Landmark buildings may be re-purposed or adaptively reused for land use types that are otherwise prohibited within the applicable zoning category. This benefit is regulated through Section 16.30.020 titled “Adaptive Reuse of Historic Buildings Overlay” which outlines the purpose, applicability, and procedures for approving an adaptive reuse request.

The purpose of this benefit is to encourage the retention and productive reuse of structures that have historic, architectural, or cultural value to the City instead of seeing their underutilization or demolition because their original use has become functionally obsolete. Often, historically significant structures, especially when located within a single-family neighborhood, are abandoned or demolished because it is too difficult to meet current zoning standards and Florida Building Code requirements. Adaptive reuse recognizes the importance of these significant buildings and establishes a process by which these buildings can be reused and retained while minimizing any secondary impacts to the surrounding properties.

The applicant proposes to preserve the historic building if designated, and reuse the interior spaces primarily for their own office uses. In addition, the applicant proposes to use the remaining spaces for incubator office space and a yet to be determined restaurant concept, as described in the attached application.

Section 16.30.020 of the LDRs requires the applicant to be approved by the CPPC when proposed uses are not allowed by right in the Corridor Residential Traditional ("CRT-1") existing zoning district, but may be allowed as outlined in the reuse chart, which states in this case that a building may be used for “All uses allowed in the district plus any allowable use in the Neighborhood Traditional ("NT-4") district.” The applicant recognizes the potential for a neighborhood scale café as one possibility that is a permitted use in the NT-4 district. A comparison of the CRT-1 and NT-4 zoning categories is attached.

In this instance, the property is unified along the Central Avenue frontage and includes the entire west half of the 1st Avenue North frontage meaning the proposed designation is surrounded on two (2) sides by the property owner and on two (2) sides by Central Avenue and 44th Street North. These circumstances help mitigate any potential impacts that might extend from conversion of the proposed landmark building to certain non-residential uses, including a neighborhood café.

The potential for this historic building, given the repairs and rehabilitation to be proposed by the applicant is important to preserving and sustaining a building of such architectural significance along the City’s primary neighborhood corridor, which continues to serve local residents and visitors alike, and can be viewed as a destination in its entirety.
RECOMMENDATIONS

The CPPC is required to take two (2) separate votes. Staff recommends:

1. **APPROVAL** of the New Redeemer Evangelical Lutheran Church, as described by the proposed land boundary, to be added as a local historic landmark building to the St. Petersburg Register of Historic Places.

2. **APPROVAL** of the Adaptive Reuse request.
PROPERTY OWNER CONSENT

The proposed local landmark designation was submitted on behalf of the property owner.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed local landmark designations are generally consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The proposed local landmark designation, will not affect the FLUM or zoning designations. The proposed local landmark designation is consistent with the following:

OBJECTIVE LU10: The historic resources locally designated by the St. Petersburg City Council and the commission designated in the LDRs, shall be incorporated into the Comprehensive Plan 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 Community Planning and Preservation Commission 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
APPENDIX A
Street and Aerial Maps

Community Planning and Preservation Commission
4355 Central Ave

AREA TO BE APPROVED, SHOWN IN

CASE NUMBER
18-90300006
APPENDIX B
Designation Application
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY

historic name  New Redeemer Evangelical Lutheran Church

other names/site number  Gateway Christian Center

address  4355 Central Ave., St. Petersburg, FL 33713

2. PROPERTY OWNER(S) NAME AND ADDRESS

name  Squaremouth Inc.

street and number  4355 Central Ave.

city or town  St. Petersburg

phone number (h)  727-431-6586  Chris Harvey

organization  Design Styles Architecture

street and number  1708 E Columbus Drive

city or town  Tampa

phone number (h)  813-241-6700  Andi Gates

3. NOMINATION PREPARED BY

name/title  Brett Castellucio / Senior Design Associate

organization  Design Styles Architecture

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

EAST 17.5 FEET EAST OF LOT 1'S WESTERN PROPERTY LINE THROUGH 3 AND HALF OF LOT 4, BLOCK 1C, INTER BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE(S) 58, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SEE CONTINUATION PAGE 2, FIGURE 3, FOR THE MAP DELIMITING THE PROPOSED BOUNDARY.

5. GEOGRAPHIC DATA

North Property: 100' Long x 240' Wide

South Property: 100' Long x 390' Wide

acreage of property  Total land inside property lines: 1.442 Acres

property identification number  ID #: 22-31-16-43108-010-0010
6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Church, Church School</td>
<td>Business (office)</td>
</tr>
</tbody>
</table>

7. DESCRIPTION

**Architectural Classification**
(See Appendix A for list)

- Mediterranean Revival
- Modernist Movement

**Materials**
- Barrel Tile Roof, Minimal Eave Overhang
- Concrete Block, Brick framed windows & arches

**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 design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
<tr>
<th>Contributing</th>
<th>Noncontributing</th>
<th>Resource Type</th>
<th>Contributing resources previously listed on the National Register or Local Register</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1</td>
<td>Buildings</td>
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</tr>
<tr>
<td>0</td>
<td>0</td>
<td>Sites</td>
<td>None</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>Structures</td>
<td>Number of multiple property listings</td>
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<td>Objects</td>
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</tr>
<tr>
<td>1</td>
<td>1</td>
<td>Total</td>
<td>None</td>
</tr>
</tbody>
</table>
### 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.

#### Areas of Significance

(see Attachment B for detailed list of categories)

- Architecture
- Landscape Architecture

#### Period of Significance

**1950 - 1956**

- Significant Dates (date constructed & altered)
  - Original Courtyard & Sanctuary: 1951
  - Building's Footprint expanded to the East in 1956, 1958 & 1960
  - According to Pinellas Property Appraiser: Atrium (1960), New Sanctuary (1969)

- Significant Person(s)
  - 

- Cultural Affiliation/Historic Period
  - Modernist Movement (Post WWII)
  - Religious (New Redeemer Evangelical Lutheran Church)

- Builder
  - Local Contractor: R.E. Clarson

- Architect
  - Architect: Victor L. Charn

---

**Narrative Statement of Significance** - See Page 1 of the Continuation Section for the Table of Contents.

(Explain the significance of the property as it relates to the above criterial and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

---

**10. MAJOR BIBLIOGRAPHICAL REFERENCES**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
Tropical design, which has been slowly changing church architecture in Florida, will be demonstrated here on a prominent Central Avenue site by the new Redeemer Evangelical Lutheran Church. Foundation footings for the structure were started last week.

An outstanding feature of the new church, shown here, is a shielded garden patio, entered from 4th Street North, which on week-ends will serve members as an outdoor site for recreation, wedding ceremonies, church society meetings, and other activities.

A balcony overlooking the garden opens into the church auditorium by a series of accordian doors, creating a natural ventilation system.

The 1950 contract calls for construction of the units shown above. A master plan provides for future extensions along Central Avenue which will fill the block between 4th and 45th Streets North. To be added later are an administration and foyer unit with tower, creating a main entrance on Central Avenue, an educational unit, and a sanctuary.

The design was made by Victor L. Charn, architect associated with Ragnar Benson, Chicago builders and engineers. R. E. Clarson, Inc., of St. Petersburg is handling construction. A recent building permit issued for the 1850 work amounted to $50,000.

The church, it is reported by the Rev. Harry A. Benson, purchased the 355-by-150-foot block-long site on Central Avenue from five property owners, after negotiations handled by Charles J. Stidick, realtor.

In front of the 90 by 150-foot church auditorium are two wings which shield the patio garden. The wing nearest the corner of Central Avenue and 45th Street will contain church school rooms, individually entered from the patio... the entire structure has no closed corridors or hallways.

The north projection contains utility and service rooms including a kitchen with access counters opening directly onto the patio.

On the north side of the buildings there is space for one tier of cars to be parked diagonally.

Church members expect to be using their new buildings about Dec. 1.

Figure 5.1: St. Petersburg Times article from August 19th, 1950 describing the church's aesthetics, details about the structure's design & the design team involved.
New Redeemer Evangelical Lutheran Church
4355 Central Avenue

Initial Local Historic Landmark Eligibility Research

At the request of the property owner, the Local Historic Landmark eligibility of the building at 4355 Central Avenue, historically known as the New Redeemer Evangelical Lutheran Church and more recently as the Gateway Christian Center is being considered. The church, which was constructed in several phases, is a concrete block building with a poured concrete foundation. Its roof is predominantly side gabled and surfaced in red pantiles. Several portions of the building feature flat roofs, there are two square towers with hipped, tiled roofs that rise above the main roof-line. Fenestration includes both flat and arched windows with aluminum awning or fixed light frames.

In addition to the church building, the subject property includes a one and one-half story Masonry Vernacular house, which features a stucco exterior, a composition shingled, hipped roof, and aluminum awning windows. This house sits to the north of the church building and faces First Avenue North.

Historical Overview

The building at 4355 Central Avenue was constructed in 1951 by the New Redeemer Evangelical Lutheran Church congregation, which had been established the year before by the Reverend Harry A. Benson under the name of Augustana Lutheran Church Mission. The building, which was dedicated on January 14, 1951, was designed by Chicago architect Victor L. Charn and constructed by local contractor R.E. Clarson (who also built city hall in 1939). The portion of the church that was constructed in 1951 now forms the western wing of the building. That wing included a cloister, sanctuary & balcony, and several offices and restrooms (Figure 1). The design of the church's cloister and landscaped courtyard was noted at the time as a unique element which was influenced by St. Petersburg's warm climate. The building's footprint was expanded to the east in 1956, 1958, and 1960. Based on an initial assessment, it does not appear that these additions or subsequent renovations have altered the original building. A temporary structure has been created within the courtyard to create additional shade.

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Figure 1: 1951 Sanborn Map depicting original footprint of Redeemer Evangelical Lutheran Church. Source: ProQuest, LLC.

Figure 2: 2016 satellite image of Redeemer Evangelical Lutheran Church. Source: Google Earth. The green dashed lines represent the original 1951 structure to be preserved. The red lines represent the property & lot lines.
Initial City Staff Consideration of Potential Eligibility - 9/26/2016

Following an initial assessment of the New Redeemer Evangelical Church’s background and design, staff finds that the original (western) portion of the church is potentially eligible under Criterion E, which states "Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance." The 1950 portion of the building features elements inspired by both the Mediterranean Revival style, which was immensely popular in St. Petersburg in the early twentieth century, and by the Modernist movement, which was coming into vogue in the period of increased development and suburban expansion that followed World War II. The application of this transitional style to the church form appears to be unique in the city.

Figure 3: South elevation of original building (to left) with addition extending from right, facing northwest. Source: Google Earth.

Figure 3.1: South elevation of original building from 1952 without the future addition extending to right, facing northwest. Source: St. Petersburg Times - Sun, Feb 3, 1952
The church’s concrete block cloister is a particularly noteworthy element of the building. Its utilitarian exterior appearance might seem to stand in contrast to the remainder of the original building, which is dominated by a streamlined interpretation of the Mediterranean Revival style with its square tower, arched windows, and buttressed walls (Figure 3). However, the interior courtyard created by these nondescript walls becomes a sheltered and sacred space that encourages churchgoers to congregate while enjoying the city’s temperate climate (Figure 4). This portion of the building represents an early incarnation of the fluidity between interior and exterior spaces that is a prominent feature of many of the “Tropical Modern” buildings constructed in Florida in the following decades.

The New Redeemer Evangelical Church was constructed as St. Petersburg was emerging from a long period of relative building stagnation caused by the end of the Florida Land Boom, the Great Depression, and World War II. This period of slow growth had an immense impact on the city’s church construction; it was reported that none of St. Petersburg’s churches were built or expanded between 1917 and 1950. The New Redeemer Evangelical Church’s transitional architectural style is representative of its significance as one of the first churches built during the city’s midcentury development boom.

The house on the northern portion of the property is listed in property records as having been constructed in 1940, but the house which appears on the 1951 Sanborn map of the area (Figure 1) takes a different form and has a different orientation to First Avenue North. The extant house appears to be a replacement constructed circa 1970. It is of common form and not known to have significant associations. It is, therefore, considered ineligible for listing as a Local Historic Landmark.

---

PHYSICAL DESCRIPTION

Summary

Historically known as the New Redeemer Evangelical Lutheran Church and more recently as the Gateway Christian Center, the transitional architectural style is representative of its significance as one of the first churches built during the city's mid-century development boom.

The 1951 portions of the building, the western portions shown in Figure 5.2, include the Courtyard & 'Sanctuary'. They are the only portions of the building being considered for historic preservation.

![Site diagram of portions under consideration for historic preservation. The gray areas signify the areas under consideration (Courtyard & Old Sanctuary) The other areas signify the area that is not under consideration (Atrium & New Sanctuary). Diagram an original drawing from Design Styles Architecture.]

According to Figure 3.1 & 5.1, the Sanctuary was completed in 1951 after starting construction in 1950. The future plans provided additions that extended westward past the initial Courtyard & Sanctuary. They included an administration and foyered tower space, allowing a main entrance from Central Avenue, an educational unit, and an additional sanctuary. Those future plans were not completed until 1960 and 1969 for the Atrium and the 'New Sanctuary' as you can see in Photo 6 above.

![Photo of the southwest facade showing the Courtyard and Old Sanctuary as the closest of the four independent structures. The year of construction is shown above each space and was determined from the Pinellas Property Appraiser's Property Record. Photo from Design Styles Architecture.]

Photo 6: Photo of the southwest facade showing the Courtyard and Old Sanctuary as the closest of the four independent structures. The year of construction is shown above each space and was determined from the Pinellas Property Appraiser's Property Record. Photo from Design Styles Architecture.
The New Redeemer Evangelical Church features elements inspired by both the Mediterranean Revival style and the Modernist movement. The application of this transitional style to the church appears to be unique in the city.

The total square footage of the buildings, including all four structures, is 22,095 square feet. The Courtyard is 1,595 square feet. The Old Sanctuary is 5,557 square feet. The Atrium is 5,764 square feet. The New Sanctuary is 9,179 square feet.

The overall condition of the church is quite poor. The congregation that previously owned the property was unable to keep up with costly repairs and many of the church's features have begun to deteriorate as a result of the damage. After the previous tenant's occupation, vandals & thieves broke into the church where items and electrical items were stolen and damaged.

The Old Sanctuary is a double height assembly space that utilizes concrete masonry units (CMU) for it's exterior walls in conjunction with stepped CMU buttresses located between each arched masonry window as shown in Photo 7, 24 & 25. The roof is a made up of barrel tile shingles that are held up by a combination of metal trusses and dimensional lumber (Photos 14 & 15). An acoustical tile ceiling (ATC) was added to the assembly area, however it is unknown what was there before the ATC.

The Old sanctuary is separated from the courtyard by a cloister and a transitional balcony space with a square tower that provides an open air access to the balcony. (Photos 8, 9, 10, 11) The balcony was closed in sometime after the structure(s) were completed to provide a learning/daycare space (Photos 12, 13). Photo 13 illustrates how the 2nd floor cloister was drywalled in to close the space off from the assembly area.

The square tower, balcony and cloister are constructed using that same methods as the Old Sanctuary. The arched 'colonnade' and openings are also constructed of CMU and are either painted or have a painted texture finish (Photos 16 & 17).

The courtyard, as depicted in photo 18, shows a fountain (which was stolen after the previous tenant vacated the building) and the western elevation of the Old Sanctuary and the cloister. The northern and southern spaces closing the courtyard space off has restrooms and a kitchen in the north and classrooms to the south. The kitchen was renovated later which included an increase to the roof height requiring the western facade to have a window closed off (Photo 19). The northern and southern courtyard structures feature a barrel tiled roof with painted & stylized wooden brackets - both of which are in need of restoration or repair. Photo 23 shows the western entrance to the courtyard and the gated fencing. Photos 17 & 22 show the north entrance into the cloister/courtyard with a modernized gate placed into the arched threshold.

Photo 7: Photo of the south facade detailing the buttress and arched masonry window construction. Photo provided by Design Styles Architecture.
PHYSICAL DESCRIPTION CONT.

Photo 6: Image of the open air square tower's east facade showing the detail of the arched window and gateway.

Photo 7: Image of the open air square tower's east facade showing the detail of the arched window and gateway.

Photo 8: Image of the open air square tower's east facade showing the detail of the arched window and gateway.

Photo 9: Image of the square tower’s interior detailing the wall and window construction.

Photo 10: Image of the square tower’s interior detailing the wall and window construction.

Photo 11: Image of the square tower's interior showing the stairs & railing. It seems the 2nd floor balcony was converted to an interior space sometime after the building was constructed.

All photos on this sheet were provided by Design Styles Architecture.
PHYSICAL DESCRIPTION CONT.

Photo 12: Image of the interior of the Second floor balcony that was converted to an interior space.

Photo 13: Image of the inside of the Sanctuary looking up at where the second floor balcony was sealed in at. The 2nd story once had an accordion door that would open up so that when used in conjunction with the operable windows, the building would be naturally ventilated.

Photo 14: Image of the Sanctuary's roof construction (above existing drop ceiling).

Photo 15: Image of the Sanctuary's roof construction - Eastern Wall (above existing drop ceiling). The wall is similar to all other exterior walls of the building utilizing painted concrete block construction.

All photos on this sheet were provided by Design Styles Architecture.
PHYSICAL DESCRIPTION CONT.

Photo 16: Image of the Courtyard's Cloister looking south towards the open air square tower.

Photo 17: Image of the Courtyard's Cloister looking north towards the modified gateway.

Photo 18: Image of the Courtyard's fountain (recently stolen) looking at the west facade of the 1st floor open air cloister and the 2nd floor closed in cloister.

Photo 19: Image of the Courtyard's northern roof meeting the west facade. The roof seems to have been modified for the kitchen below and the 2nd floor window, north of the former open air balcony, was closed in as a result of the roof addition.

Photo 20: Detail of the Courtyard's arched masonry doorway in conjunction with the barrel tile roof & bracket.

All photos on this sheet were provided by Design Styles Architecture.
PHYSICAL DESCRIPTION CONT.

Photo 21: Detail of the Courtyard's masonry framed window & brackets.

Photo 22: Image of the modified gateway serving as an entryway to the 1st floor cloister.

Photo 23: Image of the Courtyard's gate at the westernmost side of the property.

All photos on this sheet were provided by Design Styles Architecture.
PHYSICAL DESCRIPTION CONT.

Photo 24: Image of the Old Sanctuary’s north facade showing the fenestration, buttresses & barrel tile roof.

Photo 25: Detail of the Old Sanctuary northern wall’s arched masonry windows and buttresses.

Photo 26: Detailing of the Courtyard’s window. Masonry trim framing, masonry sill & aluminum jalousie (awning) windows (which seem to be the original windows - minus any replaced glass panes over the years).

Photo 27: Detailing of the Sanctuary’s window. Arched Masonry trim, masonry sill and aluminum framed jalousie (awning) windows, which seem to be the original windows minus any replaced glass panes over the years. The wall’s finish is painted concrete block and masonry brick around the windows.

All photos on this sheet were provided by Design Styles Architecture.
ARCHITECT - VICTOR L. CHARN

Victor L. Charn was the architect for the New Redeemer Evangelical Lutheran Church as well as many other projects from the period of 1931 to 1959 (last project to be found).

Victor attended the Structural Design Armour Institute in Chicago prior to the school’s merging to form Illinois Tech which eventually merged into Illinois Institute of Technology (IIT)⁵. He worked as Vice President of Ragnar Benson engineering up until 1955 and while continuing in that position he opened his own architectural and engineering firm, "Victor L. Charn and Associates" in 1931.⁶

Victor held architectural licenses in Illinois (1931), Indiana (1938), Florida (1937), New York (1944), Michigan (1944) and Washington (1944). He was part of the Michigan Society of Architects and the Florida association of Architects. He served as a Lieutenant (Senior Grade) of the Civil Engineering Corp. of the United States Naval Reserve for World War II⁷. He was born June 22, 1898 and died May 1, 1969.⁷

Projects include:

  4545 W Augusta Blvd, Chicago, IL 60651
- Indiana State Office Building⁷
  4700 W Montrose Ave, Chicago, IL 60641
- Morton Salt Company Building⁷
- Etna Life Insurance Building⁷
- Bell & Howell Company Building (1943): No longer exists
  7001 McCormick Blvd, Lincolnwood, IL 60712
- Cadillac Building (1946-47): Ontario Street between Rush St. & Wabash Ave.
- Grace English Lutheran Church (1953): Same structure & occupancy as originally designed.
  1430 South Blvd, Evanston, IL 60202
  2801 Mission St., Santa Cruz, CA 95060
- Unknown Flower Shop: Published in "Security Homes: Suggestions for Planning, Building, Financing" Published by Simmons-Boardman Publishing Corp.¹¹


⁹ Chicago Tribune. "Plan $150,000 Luther Church in Evanston" March 1, 1953.
St. Petersburg Local Landmark Designation Application

Name of property 435 Central Avenue - Squaremouth

Continuation Section

VICTOR L. CHARN - Motorola Factory: Chicago, IL (1937)


Two million dollar building of Cadillac motor car division of General Motors Corporation, on Ontario st., between Rush st. and Wabash av., will be formally turned over by the contractor, Ragnar Benson, Inc., to H. W. Shepard, general manager of Cadillac, March 21, it was announced yesterday. Victor L. Charn, vice president of Ragnar Benson, and architect, said it is nearly completed. Preliminary moving in operations have started.

The Chicago Cadillac branch at 2250 S. Michigan av. will be housed in the new building, but the south side Cadillac salesrooms will be continued, Shepard said.

Contains Large Showrooms

First floor of the new building will have one of the largest showrooms in the country at the east end, fronting about 110 feet on Rush st. and 50 feet on Ontario. The remainder of the first floor will be used for receiving cars.

Executive offices will be at the east end of the second floor with the remainder used for car servicing. The parts department will occupy theater and hotel.

TwomilliondollarbuildingofCadillacnewsroom,extending500feetfrom
N.RushstreettoW.Wabashavenue,wascompletedin1946. Thelocation
ont Southstreetis 100feet(N62-100)and on NorthWabashavenue100feet
(N62-35). The building is five stories high, with a partial basement, of
reinforcedconcreteconstruction,supportedon70-footpiles. VictorL.Charn
was the architect.

Figure 37 & 38 (above): A blurb in the book "History of
the Development of Building Construction in Chicago"
directly references the Cadillac Building as being
"...five stories high, with a partial basement, of
reinforced concrete construction, supported on 70-foot
piles." Source: Archive.org. Online at: https://
archive.org/stream/historyofdevelopo00rand#page/290/
mode/2up/searchVICTOR+L.+Charn (Page 260).

Photo 36: The Cadillac Building does not resemble previous works from Charn
and is a departure from the Art Deco factories he had designed earlier. Source:
Chicago Tribune. "Big Chicago Cadillac Sales, Office Unit Nearly Finished"
March 2, 1947.
St. Petersburg Local Landmark Designation Application

Name of property 4355 Central Avenue - Squaremouth

Continuation Section

VICTOR L. CHARN - Grace Lutheran Church: Evanston, IL (1953)

Plan New Evanston Church

Plan $150,000 LUTHER CHURCH IN EVANSTON

Ground will be broken March 30 for erection of a $150,000 new English Lutheran church building on Evanston Avenue. The new church will be built on a 2.2 ac site at 4355 Central, just north of the old Central Avenue School, at 4344. The 4355 site is embellished by a beautiful grove of elms and two attractive buildings on the west side.

The church auditorium will be equipped with a pipe organ, bell chimes, a new organ, and other furnishings. The main entrance will be on the north side of the building. The main entrance will be on the north side of the building.

Figure 39: Article from the Chicago Tribune describing a new Lutheran Church in Evanston Illinois, just two years after the completion of the New Redeemer Evangelical Church in St. Petersburg, FL. Source: Chicago Tribune. "Plan $150,000 Luther Church in Evanston" March 1, 1953.

Photo 41: The south facade and front entrance to the Lutheran Church. It features buttresses on either side of the double entry wooden door with a pointed arch window above, reminiscent of Gothic Architecture. Source: Facebook (Grace Lutheran Church; Evanston, IL: Photos).

Photo 42: The east facade from Wesley Avenue again illustrates an element of gothic architecture with the three pointed arch windows and tiered wall mimicking the buttresses also found along the south and east facades. Source: Facebook (Grace Lutheran Church; Evanston, IL: Photos).

Photo 40: The structure has buttresses similar to the New Redeemer Evangelical Church but differs in that it has a stone finish. Source: Google Earth.

Figure 43: Aerial view of the Grace Lutheran Church. Similar to the New Redeemer Evangelical Church, the church was built in the first phase and the additional program was added later. Source: Google Earth.
A Well Planned Building Combines 5-Room Apartment and Small Store

The fact that the owner and proprietor of this Chicago florist shop reports a big increase in his business over the volume done in the establishment he formerly occupied speaks well for the styling and general design of the structure. The planning Colonial lines and Georgians Colonial detail have been carefully adapted to the building plan of this nature by the architect, Victor L. Charn, Chicago. The outstanding character is given further customer eye appeal by the surrounding buildings which are either of a modernly styled type or of the older, sunken, commercial structure design.

The front, with its balanced design of two entrance doors flanking a curved display bay on the first floor and a central window and door grouping above, is done in red Colonial brick and Indiana limestone trim. The wood bay, balcony arch and islands in their simplified treatment give a certain amount of distinctiveness in the elevations in contrast to the usually harsh lines of such buildings.

The interior of the shop has a feeling of openness due to the bay effect created by the plastered openings in the rear wall, behind which a refrigerated display case is set. Indirect lighting is used.

The storage and work space is lighted by two skylights, one on each side of the building, and a large glass-block panel in one wall. If the adjacent property on this side is improved to the line, this light from this latter source will of course be blocked off. The two-car garage at the rear is handy for receiving and handling merchandise.

The five room apartment above has good sized rooms and plenty of storage space. A broad, bookcase-balanced floor plan of the five room apartment above.

The five room apartment above has been designed to create a certain amount of distinctiveness in the elevations in contrast to the usually harsh lines of such buildings.

The care that is taken in the design of the structure is evident in the attention given to the details of the building. The use of red Colonial brick and Indiana limestone trim gives the building a distinctive appearance. The interior of the shop is lighted by two skylights, one on each side of the building, and a large glass-block panel in one wall. The garage at the rear is handy for receiving and handling merchandise.

Security Homes
Suggestions for Planning, Building, Financing
"Reuben Clarson Sr. was considered a local pioneer. Born in Sweden, he came to this country as a child. Mr. Clarson came to St. Petersburg from Jacksonville in 1921. He was chairman of the board of R.E. Clarson Inc., a firm which handled many million-dollar construction jobs in Florida. Clarson built many public and private structures in St. Petersburg, gaining recognition as one of the city's most capable contractors. His firm was responsible for building the launching pad from which the first U.S. satellite went into orbit. Also, Mr. Clarson was prime contractor on launching facilities which put the first man into suborbital flight. From the City of St. Pete. Projects Include:

- The Princess Martha Hotel (1924): Currently operates as a senior living retirement residence.
  411 1st Ave N, St. Petersburg, FL
- The Pennsylvania Hotel (1925): Structure operates with original use.
  300 4th Street North, Saint Petersburg, FL
- St. Petersburg City Hall (1939): Structure operates with original use.
  175 5th St. N. St. Petersburg, FL
  800 49th St. N. St. Petersburg, FL
  Cape Canaveral, Brevard County, FL

Figure 46: A 3.5"x5.5" linen textured color postcard of the St. Petersburg City Hall, dated 1930-1945. Source: Digital Commonwealth: Massachusetts Collections Online; Online at: https://www.digitalcommonwealth.org/search/commonwealth:4f16c450w. Accessed May 11, 2018.

Figure 47: Announcement of R.E. Clarson's death in the St. Pete Times. The clipping includes an image of the contractor, as well as various accomplishments & whom he was survived by at the time of the writing. Source: St. Petersburg Times.
"Reuben Clarson Sr., builder, dies at 76" October 19, 1962.

Photo 49: Photo showing the office building in 2015. Source: Google Earth.


St. Petersburg Local Landmark Designation Application

Name of property 4355 Central Avenue - Squaremouth

Continuation Section

INITIAL LOCAL HISTORIC LANDMARK ELIGIBILITY RESEARCH SOURCES


VICTOR L. CHARN SOURCES


Chicago Tribune. "Plan $150,000 Luther Church in Evanston" March 1, 1953.


R.E. CLARSON SOURCES


APPENDIX C
Public Comment

No public comment has been received as of August 7, 2018.
APPENDIX D
Adaptive Reuse Comparison
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<th>Use</th>
<th>CRT-1: Corridor Residential Traditional</th>
<th>NT-1: Neighborhood Traditional</th>
<th>Definition</th>
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<td><strong>ADAPTIVE REUSE COMPARISON</strong></td>
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<td><strong>LEGEND:</strong> P = Permitted; SE = Special Exception; G = Grandfathered; NC = Nonconforming; A = Accessory</td>
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<tr>
<td><strong>CITYWIDE</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Accessory Use and Structure</td>
<td>P</td>
<td>P</td>
<td>Uses or structures which are customarily subordinate or incidental to the lawful principal use of a building or premises. These uses are not required to be a permitted use in the zoning district.</td>
</tr>
<tr>
<td>Adaptive Reuse</td>
<td>P</td>
<td>P</td>
<td>Conversion of certain existing structures or properties which are, or are at risk of, becoming vacant, underutilized, or demolished to an economically sustainable use. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Family Day Care Home</td>
<td>A</td>
<td>A</td>
<td>Any occupied residence in which child care is regularly provided for five or less children from at least two unrelated families and which receives a payment, fee or grant for any of the children receiving care, whether or not operated for profit.</td>
</tr>
<tr>
<td>Home Occupation</td>
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<td>P</td>
<td>A licensed business conducted from within a lawful dwelling unit adhering to the applicable use restrictions set forth in this Chapter. (See Use Specific Development Standards)</td>
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<tr>
<td>Redevelopment of Grandfathered Uses</td>
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<td>G</td>
<td>(See Application and Procedures Section)</td>
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<td>SE</td>
<td>SE</td>
<td>(See Use Specific Development Standards)</td>
</tr>
<tr>
<td><strong>RESIDENTIAL USES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accessory, Dwelling Unit</td>
<td>P</td>
<td>P</td>
<td>An independently functioning dwelling unit which is an accessory use to the principal dwelling unit on the same lot and which has a separate kitchen. These uses are sometimes referred to as &quot;garage apartments,&quot; &quot;granny flats,&quot; or &quot;carriage houses.&quot; (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Accessory, Living Space</td>
<td>P</td>
<td>P</td>
<td>Additional living space which is separated from the principal residence and which does not function as an independent dwelling unit and which utilizes the same cooking facilities, street address and utility meter as the principal residence. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Accessory Dwelling Unit, Owner/Manager</td>
<td>P</td>
<td>NC</td>
<td>For more than one on-premises dwelling unit for occupancy by the owner, lessee, manager, watchman, or custodian in connection with the operation of any permitted or permissible use.</td>
</tr>
<tr>
<td>Accessory Artisan in Residence</td>
<td>A</td>
<td>NC</td>
<td>Dwelling space that is accessory to a museum, gallery, art production facility or other art facility where an artist resides for a short period of time as a result of a relationship with the art facility involving a special exhibition, project oversight, educational endeavors, etc. No more than 10% of the gross floor area of any art facility shall be utilized for this use. This is not a dwelling unit, but an accessory use to assist with the artistic endeavor.</td>
</tr>
<tr>
<td>Assisted Living Facility</td>
<td>P</td>
<td>G</td>
<td>An establishment providing a place of residence with common, centralized eating and activity facilities, in which the residences consist of individual rooms or quarters occupied by one or two persons with or without individual cooking facilities. These uses are commonly referred to as &quot;Retirement Homes.&quot; (See Section 429, F.S.)</td>
</tr>
<tr>
<td>Community Residential Home, 1 to 6 residents</td>
<td>P</td>
<td>P</td>
<td>A dwelling unit licensed as a community residential home (See Chapter 419, F.S.), which provides a home for six (6) or fewer unrelated residents (as defined in Chapter 419, F.S.) who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Community Residential Home, 7 to 14 residents</td>
<td>P</td>
<td>G</td>
<td>A dwelling unit licensed as a community residential home (See Chapter 419, F.S.), which provides a living environment for more than 14 unrelated residents (as defined in Chapter 419, F.S.) who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Community Residential Home, more than 14 residents</td>
<td>SE</td>
<td>NC</td>
<td>A dwelling unit licensed as a community residential home (See Chapter 419, F.S.), which provides a living environment for more than 14 unrelated residents (as defined in Chapter 419, F.S.) who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Dormitory</td>
<td>NC</td>
<td>NC</td>
<td>A building or group of buildings designed to provide sleeping accommodations, but not individual cooking facilities, for unrelated persons who are registered students at a post secondary school on a seasonal or year-round basis, and is managed by the Institution at which the students are registered.</td>
</tr>
<tr>
<td>Use</td>
<td>CRT-1: Corridor Residential</td>
<td>NT-4: Neighborhood Traditional</td>
<td>Definition</td>
</tr>
<tr>
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</tr>
<tr>
<td>Dwelling, Single-Family</td>
<td>P</td>
<td>P</td>
<td>A detached residence designed for or occupied exclusively by one family. This term shall include &quot;Modular&quot; structures assembled in a factory, transported to the site, and which comply with the applicable building codes but which are not mobile homes.</td>
</tr>
<tr>
<td>Dwelling, Live/Work</td>
<td>P</td>
<td>P</td>
<td>An establishment that includes a dwelling unit and an area for nonresidential use by the residents. The nonresidential use must meet the requirements of the zoning district. The uses shall have shared connections and amenities. The nonresidential use may have employees.</td>
</tr>
<tr>
<td>Dwelling, Multifamily</td>
<td>P</td>
<td>G</td>
<td>A building designed for or occupied by two or more families (on the basis of monthly, or longer occupancies, or ownership of individual units) with separate cooking, bathroom and sleeping facilities for each unit. Motels, hotels, and other transient accommodation uses are not multiple-family dwellings. Accessory uses include clubhouses, recreational and laundry facilities. Minimum gross floor area shall be, for an efficiency/studio unit - 375 sf; one bedroom unit - 500 sf; two bedroom unit - 750 sf; for dwelling units with more than two bedrooms, an additional 200 sf for each additional bedroom.</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>NC</td>
<td>NC</td>
<td>A dwelling unit constructed in a factory before June 15, 1976, or constructed after June 15, 1976 in compliance with the Federal Manufactured Home Construction and Safety Standards (the HUD code) for manufactured homes. Mobile homes are not self-propelled.</td>
</tr>
</tbody>
</table>

### ACCOMMODATIONS

<table>
<thead>
<tr>
<th>Use</th>
<th>CRT-1: Corridor Residential</th>
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</thead>
<tbody>
<tr>
<td>Bed and Breakfast</td>
<td>P</td>
<td>P</td>
<td>A building of a residential character other than a hotel, motel or other transient accommodation which provides daily overnight accommodation and morning meal services to transients in return for payment. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Kennel</td>
<td>NC</td>
<td>NC</td>
<td>An establishment for the keeping of more than five adult dogs or 10 adult cats on site for longer than 24 hours. A combination of dogs and cats may be kept on site with cats being permitted on a one to one ratio with dogs but the total amount of dogs and cats shall not exceed the equivalent of the maximum number of dogs. &quot;Adult&quot; means having attained the age of one calendar year or greater.</td>
</tr>
<tr>
<td>Hotel</td>
<td>G</td>
<td>NC</td>
<td>Establishments providing transient accommodation units available for the accommodation of persons more than three times in any consecutive 365-day period, each for a term less than monthly, in which meals may or may not be provided, and in which principal access to all transient accommodation units is through an inside lobby or office supervised by a person in charge.</td>
</tr>
<tr>
<td>Motel</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing transient accommodation units available for the accommodation of persons more than three times in any consecutive 365-day period, each for a term less than monthly, in which meals may or may not be provided, and in which the units are direct entrances from the outside, and in which parking spaces are oriented to the units in such a manner as to facilitate direct access from such units to the automobiles of the occupants.</td>
</tr>
<tr>
<td>Pet Care indoor</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing individual and personal service functions for pets, including pet day care services for a period of time not to exceed twenty-four (24) hours. There shall be no outdoor areas for pet use.</td>
</tr>
<tr>
<td>Pet Care Indoor/Outdoor</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing individual and personal service functions for pets, including pet day care services for a period of time not to exceed twenty-four (24) hours. Outdoor areas for pet use are allowed.</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>P</td>
<td>G</td>
<td>An establishment that provides, for a period exceeding 24-hours, nursing care, personal care, or custodial care for persons not related to the owner or manager by blood or marriage, who by reason of illness, physical infirmity, or advanced age require such services, but shall not include any place providing care and treatment primarily for the acute ill.</td>
</tr>
</tbody>
</table>

### COMMERCIAL and OFFICE USES

<table>
<thead>
<tr>
<th>Use</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Bank without Drive-Thru</td>
<td>P</td>
<td>NC</td>
<td>Establishments providing financial services including check cashing, receiving, lending, and safeguarding of money and other valuable items.</td>
</tr>
<tr>
<td>Bank with Drive-Thru</td>
<td>SE</td>
<td>NC</td>
<td>Establishments providing financial services including check cashing, receiving, lending, and safeguarding of money and other valuable items with a drive-thru facility. The drive-thru facilities subject to the Use Specific Development Standards.</td>
</tr>
<tr>
<td>Use</td>
<td>CRT-1: Corridor Residential Traditional</td>
<td>NT-4: Neighborhood Traditional</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------</td>
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</tr>
<tr>
<td>Brewery</td>
<td>NC</td>
<td>NC</td>
<td>Establishments that are primarily a brewery, which produce more than 15,000 barrels (465,000 US gallons / 17,602.16 hectoliters) of beer per year. A regional (small) brewery typically has an annual beer production of between 15,000 and 6,000,000 barrels. A large brewery typically has an annual beer production of more than 6,000,000 barrels. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Cafe, Neighborhood Scale</td>
<td>A</td>
<td>P</td>
<td>Establishments serving and selling food prepared on the premise, or beverages, which are generally intended for immediate on- or off-site consumption. This use shall be located within a completely enclosed building and limited to the first floor of an existing building which was originally constructed for a commercial use. In an existing building was not originally constructed for a commercial use or to a new building, the maximum gfa for each such use in the building shall be 1,200 sf in &quot;Traditional&quot; districts and 2,400 sf in &quot;Suburban&quot; and &quot;Downtown&quot; districts, and the gfa of all such uses shall not exceed 25% of any building. When located within the Central Avenue Corridor Activity Center, this land-use type shall only be allowed as an accessory use not to cumulatively exceed 50% of the gross floor area for the first floor and 25% of the gross floor area for all buildings. Accessory outdoor dining is regulated within this Matrix as &quot;Restaurant and Bar, Accessory Outdoor Area.&quot;</td>
</tr>
<tr>
<td>Car Wash and Detailing</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing full- or self-service washing and detailing for motor vehicles and domestic equipment. Retail sale of automotive products is permitted as an accessory use. (See Use Specific Development Standard)</td>
</tr>
<tr>
<td>Catering Service / Food Service Contractor</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing prearranged on- or off-site meal preparation and delivery services for off-site consumption at a lawful principal use. This term shall not include Restaurants and Bars which may perform these activities.</td>
</tr>
<tr>
<td>Drive-Thru Facility or Use with a Drive-Thru</td>
<td>NC</td>
<td>NC</td>
<td>An accessory use to a lawful business establishment, such as a fast food restaurant, designed to enable customers in parked vehicles to transact business with persons inside of the principal building, subject to the applicable use restrictions set forth in this Chapter. Bank drive-thrus are regulated separately as &quot;Bank with Drive-Thru.&quot; (See Use Specific Development Standard)</td>
</tr>
<tr>
<td>Drug Store or Pharmacy</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing retail sale of prescription or nonprescription drugs, as well as medical, healthcare and other personal products. Uses involving drive-thru facilities shall be subject to the applicable use restrictions.</td>
</tr>
<tr>
<td>Gas or Fueling Station</td>
<td>NC</td>
<td>NC</td>
<td>Establishments that sell automotive fuels including, but not limited to, diesel fuel, gasoline, gasohol and ethanol. These establishments are typically composed of gas or fuel pumps, an overhead canopy and attendant shelter. These establishments may be provided in combination with other uses if allowed in the zoning district and shall comply with all applicable Use Specific Development Standards. For example, convenience stores or food marts shall be reviewed as &quot;Retail sales and service.&quot; Automotive repair shall be reviewed as &quot;motor vehicle service and repair,&quot; and an automated or manual car wash shall be reviewed as &quot;car wash and detailing.&quot;</td>
</tr>
<tr>
<td>Indoor Urban Vehicle Sales</td>
<td>NC</td>
<td>NC</td>
<td>Establishments engaged in selling motor vehicles where the majority of the sales and display area exist inside of a completely enclosed building and no more than 1 car or 4 scooters is displayed outdoors.</td>
</tr>
<tr>
<td>Microbrewery</td>
<td>G</td>
<td>NC</td>
<td>Establishments that are primarily a brewery, which produce no more than 15,000 barrels (465,000 US gallons / 17,602.16 hectoliters) of beer per year. Microbreweries sell to the general public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer), the brewer acting as wholesaler to retailer to consumer; and, directly to the consumer for consumption on the premises or for retail carryout sale. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Mixed Use (Mixture of Permitted &amp; Accessory Uses.)</td>
<td>P</td>
<td>P</td>
<td>Establishments with two or more different uses on the same site. This term shall not include developments with one (1) accessory dwelling unit, a livework dwelling or a home occupation. Whether a mixed use is grandfathered or nonconforming is determined based on the status of the specific use in the zoning district. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Motor Vehicle Service and Repair</td>
<td>NC</td>
<td>NC</td>
<td>Establishments providing service and repair of light-duty domestic motor vehicles, vehicles, boats and/or watercraft. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Office, General</td>
<td>P</td>
<td>P</td>
<td>Establishments where persons conduct business or carry on stated occupations. The term includes administrative, business and professional offices (including mental health counseling or treatment), radio and television studios, and governmental offices. The term does not include medical or dental offices.</td>
</tr>
<tr>
<td>Office, Medical</td>
<td>P</td>
<td>G</td>
<td>Establishments where persons perform routine medical or dental examinations, treatments and procedures as outpatient services.</td>
</tr>
<tr>
<td>Office, Temporary Labor (Day Labor)</td>
<td>NC</td>
<td>NC</td>
<td>Establishments where prospective employees gather to seek temporary construction or industrial labor positions or similar positions of temporary employment.</td>
</tr>
</tbody>
</table>
### Adaptive Reuse Comparison

**Legend:**
- **P** = Permitted
- **SE** = Special Exception
- **G** = Grandfathered
- **NC** = Nonconforming
- **A** = Accessory

<table>
<thead>
<tr>
<th>Use</th>
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<tbody>
<tr>
<td>Office, Veterinary</td>
<td>P</td>
<td>G</td>
<td>Establishments with licensed practitioners of veterinary medicine, dentistry, or surgery for animals, including establishments providing testing services for licensed veterinary practitioners. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Outdoor Sales, Accessory Use</td>
<td>G</td>
<td>NC</td>
<td>Areas of private property outside of completely enclosed buildings used to display goods for sale to the general public access to a lawful retail sales and service use. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Outdoor Sales, Accessory Use Garden Oriented</td>
<td>G</td>
<td>P</td>
<td>Areas of private property outside of completely enclosed buildings used to display garden oriented goods for sale to the general public access to a lawful retail sales and service use. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Outdoor Sales, Principal Use Outdoor Oriented Goods</td>
<td>G</td>
<td>NC</td>
<td>Establishments selling outdoor oriented goods where the majority of the sales and display area exists outside of a completely enclosed building such as for sales of vehicles, boats, pools, spas, etc. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Outdoor Sales, Principal Use Garden Oriented</td>
<td>G</td>
<td>NC</td>
<td>Establishments selling primarily garden oriented goods where the majority of the sales and display area exists outside a completely enclosed building. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Outdoor Storage, Accessory Commercial</td>
<td>NC</td>
<td>NC</td>
<td>Areas of private property where materials and equipment are stored outside of a completely enclosed building. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Restaurant and Bar, Brewpub</td>
<td>G</td>
<td>G</td>
<td>Establishments that are primarily a restaurant and bar, but which include the brewing of beer as an accessory use. A brewpub produces only enough beer for consumption on the premises or for retail carryout sale in containers commonly referred to as growlers. (See Use Specific Development Standards.)</td>
</tr>
<tr>
<td>Restaurant and Bar, Indoor</td>
<td>G</td>
<td>P</td>
<td>Establishments serving or selling food prepared on the premises, or beverages, which are generally intended for immediate on- or off-site consumption.</td>
</tr>
<tr>
<td>Restaurant and Bar, Accessory Outdoor Area</td>
<td>G</td>
<td>A</td>
<td>An unenclosed outdoor area for eating, drinking and socializing that is an accessory use to a ‘Restaurant and Bar, Indoor.’ This is different from a ‘Restaurant and Bar, Indoor and Outdoor.’ (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Restaurant and Bar, Indoor and Outdoor</td>
<td>G</td>
<td>G</td>
<td>Establishments serving or selling food prepared on the premises, or beverages, which are generally intended for immediate on- or off-site consumption. This includes an outdoor area for eating, drinking and socializing. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Retail Sales and Service</td>
<td>G</td>
<td>G</td>
<td>Establishments selling goods to the general public, businesses and institutions for professional, personal and household consumption. Establishments may provide after-sales services, such as repair and installation, which are incidental to the sale of such goods. The display of merchandise and all retail and service transactions shall be conducted within completely enclosed building(s). (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Retail, Neighborhood Scale</td>
<td>A</td>
<td>P</td>
<td>Establishments selling goods stored within completely enclosed buildings to the general public only on the first floor of an existing building which was originally constructed for a commercial use. If an existing building was not originally constructed for a commercial use or is a new building, the maximum gfa for each such use in the building shall be 1,200 sf in ‘Traditional’ districts and 2,400 sf in ‘Suburban’ and ‘Downtown’ districts, and the gfa of all such uses shall not exceed 25% of any building. When located within the Central Avenue Corridor Activity Center, this land-use type shall only be allowed as an accessory use not to cumulatively exceed 50% of the gross floor area for the first floor and 25% of the gross floor area for all buildings.</td>
</tr>
<tr>
<td>Service Establishment</td>
<td>G</td>
<td>G</td>
<td>Establishments for servicing, repairing, or installing tangible personal property or providing personal services including, but not limited to, the following: self service launderomats, dry cleaning, catering, tattoo parlors, and body piercing studios; services and repair of radios, televisions, computers and related equipment, and sound reproduction systems; locksmith shops; and small appliance service or repair shops. The term also includes office services and personal services, which are defined in this section.</td>
</tr>
<tr>
<td>Service, Fleet-Based</td>
<td>G</td>
<td>NC</td>
<td>Establishments using one or more light commercial or fleet vehicles to provide primarily off-site/mobile services including, but not limited to, pest control, cable television, plumbing, irrigation, electrical, air conditioning, lawn care, mobile detailing, tree service, locksmith, taxi, and limousine services.</td>
</tr>
<tr>
<td>Service, Office</td>
<td>P</td>
<td>G</td>
<td>Establishments providing support services for the operational needs of office uses including, but not limited to, shipping, facsimile transmission, copying and printing services, and the sale or rental of office supplies, equipment or furniture or combination thereof. The term does not include temporary labor offices. (See Use Specific Development Standards)</td>
</tr>
</tbody>
</table>
## ADAPTIVE REUSE COMPARISON

**LEGEND:** P = Permitted; SE = Special Exception; G = Grandfathered; NC = Nonconforming; A = Accessory

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Service, Personal</td>
<td>P</td>
<td>G</td>
<td>Establishments providing individual and personal service functions including, but not limited to, functions such as hair and beauty care facilities, nail and tanning salons, day spas, licensed massage establishments, dry cleaning and laundry service (collection and distribution only), shoe shine and repair, dressmaking, tailoring and garment repair shops. The term shall not include tattoo parlors or body piercing studios. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Studio</td>
<td>P</td>
<td>P</td>
<td>Establishments used for the production or teaching of art, writing, dance, theater, or similar endeavors of an artistic or creative nature, or sports and recreational endeavors such as martial arts.</td>
</tr>
</tbody>
</table>

**INDUSTRIAL, MANUFACTURING and WAREHOUSING USES**

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Construction Establishment</td>
<td>NC</td>
<td>NC</td>
<td>Establishments involved in construction of new buildings, additions, alterations, reconstruction, installation, repairs, demolition, blasting, test drilling, landfilling, leveling, dredging, earthmoving, excavating, land drainage, and other land preparation and development. Accessory office space and outdoor storage is allowed. (See Use Specific Development Standards) * Construction Establishments located within the Downtown Industrial Park (DIP) Redevelopment Plan boundary shall be allowed by Special Exception (SE).</td>
</tr>
<tr>
<td>Laboratories and Research and Development</td>
<td>SE</td>
<td>NC</td>
<td>Establishments engaged in (1) testing and analysis of products, materials or biological organisms; (2) investigation of natural, physical, or social sciences; or (3) engineering and development as an extension of investigation, with the objective of creating an end product. No manufacturing is conducted on the premises except for experimental or testing purposes.</td>
</tr>
<tr>
<td>Manufacturing - Light, Assembly and Processing</td>
<td>NC</td>
<td>NC</td>
<td>Establishments engaged in the manufacture (predominantly from previously prepared materials) of finished products or parts. Including processing, fabrication, assembly, treatment, packaging, storage, sales and distribution of such products with no outdoor storage or processing of equipment or materials of any kind.</td>
</tr>
<tr>
<td>Manufacturing - Heavy</td>
<td>NC</td>
<td>NC</td>
<td>Establishments engaged in the manufacture, processing or assembly of materials or substances into parts or products. Such use may include the outdoor storage and processing of materials and equipment.</td>
</tr>
<tr>
<td>Outdoor Storage, Principal Use</td>
<td>NC</td>
<td>NC</td>
<td>Areas on private property where materials and equipment are stored outside of a completely enclosed building in the same place for more than twenty-four (24) hours. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Outdoor Storage, Accessory Industrial</td>
<td>NC</td>
<td>NC</td>
<td>Areas on private property where materials and equipment are stored outside of a completely enclosed building in the same place for more than twenty-four (24) hours, and where the outdoor storage use is accessory to a lawful principal industrial use. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Publishing and Printing</td>
<td>NC</td>
<td>NC</td>
<td>Establishments that print books, newspapers or other printed materials, or create, reproduce, or package printed materials or software. Accessory uses such as distribution or circulation facilities are allowed.</td>
</tr>
<tr>
<td>Recycling Center</td>
<td>NC</td>
<td>NC</td>
<td>Establishments which collect recyclable material for delivery to a processing facility.</td>
</tr>
<tr>
<td>Salvage Yard</td>
<td>NC</td>
<td>NC</td>
<td>Establishments where junk, waste, discarded, salvaged or similar materials such as old metals, wood, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, etc., are bought, sold, exchanged, baled, packed, disassembled or handled, including auto wrecking or salvage yards, used lumber yards, housewrecking yards and yards or places for storage or handling of salvaged house wrecking and structural steel materials. This definition shall not include pawn shops and establishments for the sale, purchase or storage of operational second hand cars, salvaged machinery, used furniture, radios, stoves, refrigerators or similar household goods and appliances in working order nor shall it apply to the possessing of used, discarded, or salvaged materials as part of manufacturing operations. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Storage, Self / Mini Warehouse</td>
<td>G</td>
<td>NC</td>
<td>Establishments consisting of a building(s) containing separate storage units of less than 400 square feet each and which are used for storage of personal property, subject to the applicable use restrictions set forth in this Chapter. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Towing and Freight Trucking</td>
<td>NC</td>
<td>NC</td>
<td>Establishments offering local or long distance towing services for light or heavy motor vehicles or other general freight. Vehicle towing establishments may provide incidental services, such as storage and emergency road repair services. Freight towing establishments may provide local pickup, local sorting and terminal operations, line-haul, destination sorting and terminal operations, and local delivery. This definition shall not include gas stations, automotive repair and maintenance or reselling automotive parts and accessories.</td>
</tr>
</tbody>
</table>
| Warehouse                           | NC                                     | NC                             | Establishments that store, ship and distribute, but do not sell, goods within completely enclosed structures. Warehouse uses may provide a range of services related to the distribution of goods, such as labeling, breaking bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marking and ticketing, and transportation arrangements. Bonded warehousing and storage services are included in this category.
<table>
<thead>
<tr>
<th>Use</th>
<th>CRT-1: CorridorTraditional</th>
<th>NT-4: NeighborhoodTraditional</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wholesale Establishment</td>
<td>NC</td>
<td>NC</td>
<td>Establishments selling goods exclusively to other businesses, are not open to the general public, and that typically operate from a warehouse or other building that does not display merchandise. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td><strong>ARTS, RECREATION and ENTERTAINMENTS USES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult Use, Adult Use Establishment, Adult use Business</td>
<td>See Development Standards</td>
<td></td>
<td>Includes the terms adult arcade, adult bookstore, adult theater, adult cabarets, adult physical culture establishments, adult photographic or modeling studios, and any business establishment whose primary business stock in trade is dependent upon activities relating to adult material, specified sexual activities or specified anatomical areas. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Club, Community Service and Fraternal</td>
<td>SE</td>
<td>G</td>
<td>Any not-for-profit organization whose primary purpose is to provide a service which benefits the general public, such as labor and political organizations, business associations and professional membership organizations, and civic and not for profit clubs whose primary function is to provide social and humanitarian services to the community (i.e., Women's Club, League of Women Voters, Garden Club, Junior League, Jaycees, Kiwanis, Masons, Rotary Club, Shriners and others of a similar nature).</td>
</tr>
<tr>
<td>Commercial Recreation, Indoor</td>
<td>G</td>
<td>NC</td>
<td>Privately owned commercial facilities offering indoor athletic courts, swimming pools, skating rinks, skateboard or bicycle racing facilities, waterslides, batting and archery facilities, bowling alleys, amusement parks, entertainment venues including dance halls, and amusement facilities containing games or amusement devices.</td>
</tr>
<tr>
<td>Commercial Recreation, Outdoor</td>
<td>NC</td>
<td>NC</td>
<td>Privately owned commercial facilities offering outdoor athletic courts, swimming pools, skating rinks, skateboard or bicycle racing facilities, waterslides, batting and archery facilities, amusement parks, entertainment venues and amusement facilities containing games or amusement devices. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Golf Course / Country Club</td>
<td>P</td>
<td>SE</td>
<td>Land developed and operated as a golf course including tees, fairways, and putting greens, clubhouses, practice greens, and driving ranges.</td>
</tr>
<tr>
<td>Health Club (5,000 sq. ft. or less)</td>
<td>P</td>
<td>G</td>
<td>Establishments offering memberships to the general public for the use of exercise equipment, rooms, classes, and related services.</td>
</tr>
<tr>
<td>Health Club, (more than 5,000 sq. ft.)</td>
<td>G</td>
<td>NC</td>
<td>Establishments offering memberships to the general public for the use of exercise equipment, rooms, classes, and related services.</td>
</tr>
<tr>
<td>Motion Picture Theater/Cinema (500 seats or less)</td>
<td>G</td>
<td>G</td>
<td>Establishments used for the showing of motion pictures. For the purpose of the definition, drive-in motion picture theaters are prohibited and adult theaters are regulated as adult uses.</td>
</tr>
<tr>
<td>Motion Picture Theater/Cinema (more than 500 seats)</td>
<td>G</td>
<td>NC</td>
<td>Establishments used for the showing of motion pictures. For the purpose of the definition, drive-in motion picture theaters are prohibited and adult theaters are regulated as adult uses.</td>
</tr>
<tr>
<td>Museum</td>
<td>SE</td>
<td>NC</td>
<td>Establishments for the presentation and public exhibition of objects and places of historical, cultural, or educational value, including historical sites, zoos, and similar uses.</td>
</tr>
<tr>
<td>Park, Active</td>
<td>SE</td>
<td>SE</td>
<td>Publicly owned lands officially designated for active recreational use as set forth in Chapter 21.</td>
</tr>
<tr>
<td>Park, Passive</td>
<td>P</td>
<td>P</td>
<td>Publicly owned lands officially designated for passive recreational use by the general public as set forth in Chapter 21.</td>
</tr>
<tr>
<td>Performing Arts Venue (500 seats or less)</td>
<td>SE</td>
<td>G</td>
<td>Establishments used for the enactment of live performances. Dinner theaters are regulated as restaurants and adult theaters are regulated as adult uses.</td>
</tr>
<tr>
<td>Performing Arts Venue (more than 500 seats)</td>
<td>G</td>
<td>NC</td>
<td>Establishments used for the enactment of live performances. Dinner theaters are regulated as restaurants and adult theaters are regulated as adult uses.</td>
</tr>
<tr>
<td>Recreation Use, Accessory to Residential Use</td>
<td>A</td>
<td>A</td>
<td>A facility not for profit private facilities, including swimming pools, athletic courts, playgrounds, clubhouses, etc., exclusively for the benefit of residents and their guests in adjoining areas.</td>
</tr>
<tr>
<td>Use</td>
<td>CRT-1: Corridor Traditional</td>
<td>NT-4: Neighborhood Traditional</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>----------------------------</td>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Recreation Use, Accessory to Public Park</td>
<td>A</td>
<td>A</td>
<td>Publicly owned facilities located in a public park, including but not limited to, large or small group courts, swimming pools, and skateboard or bicycle activity areas. Large group courts are designed for sports involving more than four players (eg. basketball or volleyball). Small group courts include tennis courts, racquet ball courts, handball courts, etc.</td>
</tr>
</tbody>
</table>

**EDUCATION, PUBLIC ADMINISTRATION, HEALTH CARE and INSTITUTIONAL USES**

<table>
<thead>
<tr>
<th>Use</th>
<th>CRT-1: Corridor Traditional</th>
<th>NT-4: Neighborhood Traditional</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Day Care Center</td>
<td>P</td>
<td>G</td>
<td>As defined by Florida law, an establishment in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or manage, and who require such services.</td>
</tr>
<tr>
<td>Birthing Center</td>
<td>SE</td>
<td>NC</td>
<td>Establishments with no more than six beds providing inpatient and outpatient services related to prenatal, labor, delivery, postpartum and other related medical care, under the guidance and supervision of active practitioners of obstetrics, as licensed by the State of Florida.</td>
</tr>
<tr>
<td>Cemetery</td>
<td>P</td>
<td>SE</td>
<td>Land used or intended to be used for the permanent interment of human remains. A cemetery may contain land or earth interment; mausoleum, vault, or crypt interment; a columbarium, casuary, scattering garden, or other structure or place used or intended to be used for the interment or disposition of cremated human remains; or any combination of one or more of such structures or places. (Florida Statutes, s. 497.005)</td>
</tr>
<tr>
<td>Cemetery, Accessory to a House of Worship</td>
<td>A</td>
<td>A</td>
<td>A cemetery which is located on the same premises as a lawful House of Worship with a site area less than that of the primary use.</td>
</tr>
<tr>
<td>Child Care Facility</td>
<td>SE</td>
<td>G</td>
<td>Any children’s center, day nursery, nursery school, kindergarten, or child foster home for more than five children which holds a business tax receipt and certificate of occupancy for the premises. This category includes a children’s day care center which is any place that provides care for more than five children unrelated to the operator but not used as a place of residence. This definition does not include a family day care home, any center under the jurisdiction of the state board of education or any nonpublic academic school for children first grade or above (see Chapter 61-2681, Laws of Florida, as amended). (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Crematorium</td>
<td>NC</td>
<td>NC</td>
<td>Establishments offering cremation of cadavers. “Cremation” includes any mechanical or thermal process whereby a dead body is reduced to ashes. Cremation also includes any other mechanical or thermal process whereby remains are pulverized, burned, recrated, or otherwise further reduced in size or quantity. (Florida Statutes, s. 497.005)</td>
</tr>
<tr>
<td>Funeral Home / Mortuary / Crematory</td>
<td>P</td>
<td>NC</td>
<td>Establishments primarily engaged in preparing human cadavers for burial or interment and conducting funerals (i.e., providing facilities for wakes, arranging transportation, selling caskets and related merchandise), includes accessory cremation services.</td>
</tr>
<tr>
<td>Government Building and Use</td>
<td>SE</td>
<td>SE</td>
<td>Offices and other facilities such as city halls, courts, and similar buildings and structures used for administrative, legislative and judicial governmental functions. It does not include correctional facilities.</td>
</tr>
<tr>
<td>Hospital</td>
<td>SE</td>
<td>NC</td>
<td>Establishments providing medical, diagnostic, and treatment services including physician, nursing, specialized accommodations, and other health services to inpatients. Hospitals may also provide outpatient services as an accessory use.</td>
</tr>
<tr>
<td>House of Worship</td>
<td>P</td>
<td>SE</td>
<td>A site which is used primarily or exclusively for religious worship and related activities and which has received a certificate of occupancy for the premises. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Library</td>
<td>P</td>
<td>SE</td>
<td>Establishments that acquire, research, store, preserve and otherwise maintain collections of books, journals, newspapers, audiovisual recordings, photographs, maps, historic documents, and similar materials for information, research, education, or recreation needs of users.</td>
</tr>
<tr>
<td>Meeting Hall and other Community Assembly Facility</td>
<td>P</td>
<td>SE</td>
<td>Establishments that provide shelter for public gatherings and communal activities, or other assembly structures, including community halls, reception halls, wedding halls, and similar structures that provide a gathering place for community functions. This does not include government offices.</td>
</tr>
<tr>
<td>Probation / Parole Correction Office</td>
<td>NC</td>
<td>NC</td>
<td>A government or non-governmental office use which supervises, case manages, oversees or regulates persons who come to the office who are under court ordered supervision from the federal or state (including county) court system. These uses shall not be considered an &quot;office&quot; or &quot;governmental use.&quot;</td>
</tr>
</tbody>
</table>
### Adaptive Reuse Comparison

**Legend:**
- **P** = Permitted
- **SE** = Special Exception
- **G** = Grandfathered
- **NC** = Nonconforming
- **A** = Accessory

<table>
<thead>
<tr>
<th>Use</th>
<th>CRT-1: Corridor Residential Traditional</th>
<th>NT-4: Neighborhood Traditional</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>School, Public, Pre-K thru 12 (Governmental)</td>
<td>P</td>
<td>P</td>
<td>Elementary schools, special education facilities, alternative education facilities, middle schools, high schools, and area vocational-technical schools operated by the Pinellas County School District. This definition shall include charter schools.</td>
</tr>
<tr>
<td>School, Private, Pre-K thru 12 (Nongovernmental)</td>
<td>P</td>
<td>SE</td>
<td>Elementary schools, special education facilities, alternative education facilities, middle schools, and high schools operated by a private entity. (Note: private trade schools are classified under School, All Others)</td>
</tr>
<tr>
<td>School, Post-Secondary</td>
<td>P</td>
<td>SE</td>
<td>Junior colleges, colleges, universities, and professional schools. These establishments furnish academic or technical courses and grant degrees, certificates, or diplomas at the associate, baccalaureate, or graduate levels. The requirement for admission is at least a high school diploma or equivalent general academic training.</td>
</tr>
<tr>
<td>School, All Others</td>
<td>SE</td>
<td>NC</td>
<td>Establishments that provide vocational and technical training of nonacademic subjects and trades which are designed to lead to job-specific certification, including beauty schools, computer training, driving education, flight training, and language instruction.</td>
</tr>
<tr>
<td>Social Service Agencies</td>
<td>See Development Standards</td>
<td></td>
<td>Includes Personal Care Services/Drop-In Center, Short-Term/Emergency Housing, Food Center, Supply Pantry, Long Term Housing (See Use Specific Development Standards)</td>
</tr>
</tbody>
</table>

### Transportation, Communication and Information Uses

<table>
<thead>
<tr>
<th>Use</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airports and Air Transportation</td>
<td>The Albert Whitted Airport.</td>
</tr>
<tr>
<td>Heliport, Accessory</td>
<td>An area providing for the take-off and landing of helicopters and related fuel facilities (whether fixed or mobile) and appurtenant areas for parking, maintenance, and repair of helicopters.</td>
</tr>
<tr>
<td>Marina</td>
<td>A boat basin with docks and moorings which may include dry boat storage, supplies, and other facilities for boats and accessory uses such as charter fishing, boat rental, tours, etc.</td>
</tr>
<tr>
<td>Mass Transit Center</td>
<td>Local and suburban ground passenger transit systems using more than one mode of transport over regular routes and on regular schedules within the metropolitan area.</td>
</tr>
<tr>
<td>Parking Surface Accessory</td>
<td>Surface parking area which is accessory to a lawful use.</td>
</tr>
<tr>
<td>Parking, Structured</td>
<td>Multistory, underground, and rooftop parking facilities located inside of a building that may also contain other uses.</td>
</tr>
<tr>
<td>Parking, Surface - Principal Use</td>
<td>Surface parking areas located outside of structures as a principal use. Surface parking areas reserved for a principal use are accessory uses.</td>
</tr>
<tr>
<td>Wireless Communication Antennae (WCA)</td>
<td>A wireless communication antenna (WCA) is an antenna at a fixed location used for the transmission or reception of wireless communication signals, excluding those antennas used exclusively for dispatch communications by public emergency agencies, ham radio antennas, satellite antennas, those antennas which receive video programming services via multipoint distribution services which are one meter or less in diameter, and those antennas which receive television broadcast signals. (See Use Specific Development Standards)</td>
</tr>
<tr>
<td>Wireless Communication Support Facility (WCSF)</td>
<td>A monopole, guyed or a lattice type tower greater than fifteen feet in height designed for the attachment of or as support for wireless communication antennas or other antennas.</td>
</tr>
<tr>
<td>Use</td>
<td>CRT-1: Corridor Residential Traditional</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Utility Plant and Storage</td>
<td>SE</td>
</tr>
<tr>
<td>Utility Substation, Utility Storage Tanks</td>
<td>SE</td>
</tr>
<tr>
<td>Commercial Garden and Greenhouse</td>
<td>NC</td>
</tr>
<tr>
<td>Nursery</td>
<td>G</td>
</tr>
</tbody>
</table>
The following page(s) contain the backup material for Agenda Item: Ordinance 112-HL approving an owner-initiated Historic Landmark Designation expanding the existing Roser Park Local Historic District to include three contributing properties located at 801, 823, and 829 10th Avenue South. (City File HPC 18-90300007)
Please scroll down to view the backup material.
TO: The Honorable Chair Lisa Wheeler-Bowman, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation expanding the existing Roser Park Local Historic District to include three contributing properties located at 801, 823, and 829 10th Avenue South. (City File HPC 18-90300007).

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

REQUEST: The request is to expand the existing Roser Park Local Historic District to include three contributing properties located at 801, 823, and 829 10th Avenue South.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On August 14, 2018, the Community Planning and Preservation Commission held a public hearing on this matter and voted unanimously 6-0 to approve the request.

Recommended City Council Action:
1. CONDUCT the second reading and final public hearing of the attached proposed ordinance; and
2. APPROVE the proposed ordinance.

Attachments: Ordinance, Staff Report to the CPPC, Designation Application
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, EXPANDING THE EXISTING BOUNDARY OF THE ROSER PARK LOCAL HISTORIC DISTRICT TO INCLUDE PROPERTY LOCATED AT 801, 823, AND 829 - 10TH AVENUE SOUTH, AND UPDATING THE DISTRICT BOUNDARY IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the proposed expansion of the Roser Park Local Historic District is consistent with the original district designation and 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 proposed expansion of the Roser Park Local Historic District meets the following criteria:

(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.
(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 proposed expansion of the Roser Park 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 proposed expansion 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

SECTION 3. The properties for proposed for addition to the existing Roser Park Local Historic District is hereby approved, and shall be updated in the St. Petersburg Register of Historic Places, a 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
Legal Description of 801 10TH AVE S: CHICAGO SUB NO. 2 BLK 7, LOT 9
Legal Description of 823 10TH AVE S: CHICAGO SUB NO. 2 BLK 7, LOT 8
Legal Description of 829 10TH AVE S: CHICAGO SUB NO. 2 BLK 7, LOT 7

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:
City Attorney (or Designee) 8-24-18
Planning and Development Services Department 8-24-18
QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 18-90300007

Request: Owner-initiated application requesting designation of 801, 823, and 829 10th Avenue South as contributing properties to the Roser Park Historic District listed in the St. Petersburg Register of Historic Places.

Staff Presentation

Derek Kilborn gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Applicant was not present.

Public Hearing

No speakers present.

Executive Session

MOTION: Commissioner Winters moved and Commissioner Wolf seconded a motion to approve the designation of 801, 823, and 829 10th Avenue South as contributing properties to the Roser Park Local Historic District listed in the St. Petersburg Register of Historic Places, in accordance with the staff report.

Commissioner Burke stated his concern about designating small parcels; a hodgepodge of districts will be confusing to future home buyers. Mr. Kilborn acknowledged the concern but pointed out that the three subject properties are adjoined and an addition to an existing boundary. There is discussion among the neighborhood about looking at the existing National Register boundary and the Local Historic boundary (they are not the same); did not make sense why some of the properties were excluded and if a new analysis was done today, it would make sense to extend the district boundary to 11th Avenue South. Staff is providing backup information to the residents to help with their discussion which they will need to take the leadership on.

Commissioner Michaels stated that the staff report is very well written and researched outlining a very thorough case for the designations. He then asked why significant criteria D did not apply; it speaks to a master City builder and he feels that Charles Roser fits that category (developed one of the most splendid neighborhoods in the City and pioneered the use of brick for neighborhood development such as Roser Park). Mr. Kilborn stated that Charles Roser was important to the development of Roser Park but does not have documentation of him
constructing the three subject properties. Because no documentation was found in the initial assessment, that may be why Mr. Roser was not included as one of the criteria. The report research and determination were made by Dr. Larry Frey, not in attendance.

Commissioner Michaels stated that many of the early developers did not actually build the homes, they platted out the neighborhoods, streets, utilities, etc.; Mr. Roser was an exception where he did build some of the homes in Roser Park but not all.

Commissioner Rogo stated that he is supportive of the request because there may be others to follow suit and is happy to hear about the discussion Roser Park residents are having about the boundary line.

VOTE: YES – Burke, Michaels, Reese, Wolf, Winters, Rogo
NO – None

Motion passed by a vote of 6 to 0.
STAFF REPORT
COMMUNITY PLANNING AND PRESERVATION COMMISSION
LOCAL LANDMARK DESIGNATION REQUEST

For Public Hearing and Recommendation to City Council on August 14, 2018 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, there are no address conflicts of CPPC members who reside or have places of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

CASE NO.: HPC 18-90300007
STREET ADDRESS: 801, 823, 829 10th Avenue S
LANDMARK: Expansion of the Roser Park Historic District (HPC-87-01)
OWNERS: Christopher Fritzius (823), Valerie Frederickson/Adam Bernstein (801); and Anna Dahlstroem/Peter Biju renlind (829)
APPLICANT: Christopher Fritzius
REQUEST: Approve local designation of three contributing residential properties adjacent to the existing Roser Park Historic District

View of 801 10th Avenue South looking northeast into existing historic district. Photo from GoogleMaps, 2018.
OVERVIEW

This application to expand the boundaries of the exiting Roser Park Local Historic District is the first of its kind under City Code, Section 16.30.070, titled "Historic and Archaeological Preservation Overlay." Three (3) parcels, each developed with a single family house, are proposed to be added as contributing properties. The subject parcels are located along 10th Avenue South and are separated from the existing local historic district by a local roadway, 8th Street South. The addition would represent an expansion of the original and very irregular district boundary established in 1987.

It is requested that the CPPC consider this application for local historic district expansion presented.

The property owner and co-applicant who owns 823 10th Avenue South has also applied for an Ad Valorem Tax Exemption-Historic, which is processed and approved by City Staff, pending the outcome of the designation application. Ad valorem tax exemption for the rehabilitation of landmark properties is a local program for qualifying residential or non-residential historic properties that exempts up to 12.1 mils of certain property taxes for a ten-year period. The program allows approximately $121 per every $10,000 of qualified expenses spent on an
approved rehabilitation. For a $50,000 rehabilitation, this would equal approximately $605 saved every year, or over $6,000 over the ten-year period. There is presently no cap to the calculable rehabilitation expenses exempted. (St. Petersburg City Code Section 16.30.070.7.4) This benefit applies to property that is individually listed in the National Register of Historic Places, is designated individually as a Local Historic Landmark, or is identified as a contributing resource within a National Register Historic District or Local Historic District.

RECOMMENDATION

Staff recommends APPROVAL of 801, 823, and 829 10th Avenue South, as described herein, as contributing properties in their entirety, to be added to the Roser Park Local Historic District listed in the St. Petersburg Register of Historic Places.

HISTORIC SIGNIFICANCE SUMMARY OF ROSER PARK AREA

The Roser Park Historic District (the "District") was designated as the City's first local historic district in 1987. According to the original local designation report, its historic period of significance ranges from 1910-1926, and originally included 68 properties. As of July 2018, the District contains 48 contributing properties and nine (9) non-contributing parcels, three (3) of which are vacant. Roser Park was also included in the National Register of Historic Places in 1998, albeit with a period of significance spanning from 1914-1947 as part of a modification by the State Historic Preservation Office (SHPO), and to which a much larger boundary was delineated. The meandering and recognizable park area and creek are included as a contributing resource under each nomination to include buildings, structures, sites and objects that are part of the unique landscape.

The current boundary of the local historic district consists of no less than nine (9) separately platted subdivisions recorded between 1910 and 1916. Charles M. Roser, a wealthy Northern entrepreneur, began accumulating and subdividing the land adjacent to the Booker Creek banks in 1911, with his first official plat recorded in 1913. However, the first recognition through plating of the parkland that makes up the creek's rising contours was recorded a few months earlier by Frank Wood who subdivided Woodbrook Place at the extreme northwest section west of 8th Street South, just north of 7th Avenue South. Both designation reports suggest cooperation between Roser and Wood, regarding subdivision design and preservation of the park open space; however, it is likely Roser was simply following the land contours and the available street grid that best served his own infrastructure plans. It has been suggested that Roser financed and coordinated most of the infrastructure development that characterizes the neighborhoods along the creek and its bluffs, and this may have prompted adjacent land developers to work closely with him. The bulk of Roser's platting efforts included the adjoining creek areas mostly recognized today as the Roser Park park area; Woodbrook Park is the recognized name at the northwest section.

While there is a fair diversity of architectural styles occurring within the overall historic district, the Craftsman style is well represented, as well as, various forms of the Prairie style. Craftsman stylistic tendencies favor wood clapboard siding, lower-pitched gable roofs, wide, exposed eaves and rafters, beams, and sometimes simple brackets intended to suggest roof or beam support. The orientation of buildings with this style, along with the other styles appear compatible within the neighborhood contexts for how the rugged contours required their
placement and orientation, and in how the vegetation has matured in relation to the building elements, which do not appear overly exposed, while revealing various details and forms that allow individual interpretation of historicity and community. In this way, the overall character along and within close proximity to the creek area may be considered to be united, and that a purposeful long-standing schedule of preservation, vegetation plantings, and the addition of small and large-scale landscape features complements such unity.

The primary natural feature of the landscape here is Booker Creek that runs through deep, hilly contours that at one time were considered too steep, swampy and overgrown for residential community development and human habitation. As a primary drainage conduit for the burgeoning City, the challenges that Roser faced for enhancing this unusual topographical feature were enormous given the early dates and logistical issues involved and are significant themselves from a community development standpoint. Roser's unique vision, having been born in Ohio where innovative land development was already evident in nearby urban areas such as Chicago, Wisconsin, Detroit, and Cleveland, allowed him to redesign the uneven and nearly undevelopable lands around the creek with mostly replanted vegetation, Hex block sidewalks and walkways, concrete step systems, bridges, arbors, rusticated creek retaining walls, brick streets, and other detail-oriented and park-like amenities. He thusly created a highly usable outdoor open space that was intrinsically tied to the surrounding neighborhood where some of the early influential residents in the City would purchase homes and reside.

Roser took advantage of heavy, influential advertising to get his message out that Roser Park was a residential Eden like no other. In March 1915, a local newspaper article reported that Roser Park had no comparison "in artistic grandeur" and that it was "held by many to be the most beautiful restricted residential section in the world."1 Roser had a penchant for naming the dwellings he constructed for sale. While his pride and joy was referred to as the "Colonial House," other names referenced the architecture or the landscape and included the "Swiss Chalet," the "Model Bungalow," the "Park View House," the "Hillside House," and the "Home Beautiful." Frank Wood, who had already started to develop the northernmost section of the District, had named his own residence "Brookside."

Roser Park today remains as a unique landscape in St. Petersburg with its meandering creek, unusual hilly terrain, and the placement of its lots and houses that together create a distinctive historically significant cultural landscape when compared to others in the City. The parkland has been promoted and jointly maintained by its local residents over multiple decades through various forms of proactive involvement including locally developed neighborhood plans and programming and public artwork. Historic streetlights were retrofitted into the setting, and an outdoor walking museum with decorative information kiosks was established during the 1990s through the neighborhood association's completion of the Historic Roser Park Neighborhood Plan (updated 2013). This continual activity represents active involvement in maintaining and improving the park area, which also calls for changes in programming and future planning for its use that are consistent with its historic past.

A Cultural Landscape
While it is not entirely accurate to suggest that the overall historic district represents a technical description or definition of a designed individual cultural landscape per recognized professional standards, all or part of it does represent one that is academically understood due to its organic growth and formulation over time as a neighborhood linked to the open space along the creek;

1 St. Petersburg Daily Times, March 13, 1915.
the overall local boundary includes those sections that were developed by Roser, along with small extended areas at its east and west limits that formed seamless continuations. The parkland and its adjacent amenities by themselves do represent a designed cultural landscape pursuant to the U.S. National Park Service standard, since Roser was instrumental in shaping and crafting it from a more natural state to one that included vegetation prescriptions, landscape features, and focal points, and reflective experiential mechanisms. Therefore, the District's boundary does entertain significance as a definable area that has remained fairly unaltered from its historic design, while also undergoing cultural weathering over time, as influenced by both natural and cultural agency. That is, it has evolved and changed over time according to the imprints left by those who have used it, managed it, and owned it during consecutive generations, rather than having remained in a whole preserved condition from its original forms during Roser's influence.

**STAFF FINDINGS**

Expansion of an existing local historic district and listing in the St. Petersburg Register of Historic Places requires compliance with a three-part test. The first test must prove whether the subject buildings are 50-years in age or more. In this instance, the subject buildings were constructed in 1913, 1918, and 1921. The subject buildings satisfy this first qualification.

The second test shall evaluate significance criteria identified within City Code, Section 16.30.070.2.5.D.1. At least one or more of nine (9) criteria must be met. These nine (9) criteria include:

a. Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
b. Its location is a site of a significant local, state, or national event;
c. It is identified with a person who significantly contributed to the development of the City, state, or nation;
d. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development 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;
h. Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development;
i. It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.
Are Historic Contextual Criteria Met?

(a) (b) (c) (d) (e) (f) (g) (h) (i)
N N N N Y Y Y N N

The following criteria are met, as follows:

(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.

The third test shall evaluate the property's integrity identified within City Code, Section 16.30.070.2.5.D.2. At least one or more of seven (7) factors of integrity must be met. In most cases, the integrity of feeling and association by themselves rarely merit a property being eligible for designation, since they often defer to personalized experiences, emotions, and perceptions that all vary among individuals and groups:

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.

g. Association. The direct link between an important historic event or person and a historic property.

Is At Least One Integrity Factor Met?

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<th>Location</th>
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*Must be in addition to at least one other factor
801 10th Avenue South:

Constructed in 1921 per the applicant's narrative, the residence uses the Craftsman style of architecture. The property is a contributing resource to the national register historic district. Though altered to a minor degree, it retains sufficient integrity to meet the criteria for local designation.
823 10th Avenue South:

Constructed in 1918, this residence is an example of National Folk Vernacular house type. It is heavily altered with reversible effects. For example, the frontal porch was enclosed, metal siding was applied, and wing dormers were added. The wing dormers have become significant in their own right. The metal siding is reversible and any deteriorated wood siding can be replaced in-kind. The owner proposes to reopen the frontal porch, and has submitted an Ad Valorem Tax Exemption, Historic application for meeting the U.S. Secretary of the Interior's Standards for historically appropriate rehabilitation of the building, which will run with this district expansion. Though heavily altered, its rehabilitation and restoration will allow it to meet the integrity criteria for local designation.
829 10th Avenue South:

Constructed in 1913, the residence is thought to be the oldest building still extant in the National register boundary, and perhaps the original Roser platted subdivisions for Roser Park. It appears that Charles Roser did not construct his first building here until 1914. Its form is reminiscent of Craftsman detailing involving pyramidal roof forms that were more complicated to build, but often less expensive than gable roofed buildings that required longer rafter spans. An interpretive sign in front of the property indicates the building to be the oldest in the Roser Park Historic District, however, this has not been verified by Staff. The sign describes this property as follows:

"The home at 829 Tenth Avenue South is the oldest building in the Historic Roser Park District being built in 1913. It's high ceiling, hip roof, and wide porch with many windwos made good use of the breezes in the days before air conditioning."

Though altered to a minor degree, it retains sufficient integrity to meet the criteria for local designation.

PROPERTY OWNER CONSENT

The proposed local landmark designation was submitted by one (1) property owner on behalf of the remaining two (2) property owners, with each concurring with designation of their properties as contributing properties to the local Roser Park Historic District.
CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed local historic district expansion by three parcels is generally consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The proposed local landmark designation, will not affect the FLUM or zoning designations. The proposed local landmark designation is consistent with the following:

OBJECTIVE LU10: The historic resources locally designated by the St. Petersburg City Council and the commission designated in the LDRs, shall be incorporated into the Comprehensive Plan 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 Community Planning and Preservation Commission 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
APPENDIX A
Street and Aerial Maps

Community Planning and Preservation Commission
801, 823, 829 10th Ave South

AREA TO BE APPROVED, SHOWN IN

CASE NUMBER
18-90300007

SCALE: 1" = 100'
APPENDIX B
Designation Application
1. NAME AND LOCATION OF PROPERTY

historic name Roser Park Historic District Addition
other names/site number 801 10TH AVE S, 823 10TH AVE S, 829 10TH AVE S
address 801 10TH AVE S, 823 10TH AVE S, 829 10TH AVE S

2. PROPERTY OWNER(S) NAME AND ADDRESS

name See Continuation Sheet
street and number

3. NOMINATION PREPARED BY

name/title Christopher Fritzius
organization Homeowner
street and number 823 10TH AVE S

city or town StPetersburg state FL
phone number (h) 954-661-0200 (w)
e-mail christopher.fritzius@icloud.com

date prepared June 26, 2018

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

Legal Description of 801 10TH AVE S: CHICAGO SUB NO. 2 BLK 7, LOT 9
Legal Description of 823 10TH AVE S: CHICAGO SUB NO. 2 BLK 7, LOT 8
Legal Description of 829 10TH AVE S: CHICAGO SUB NO. 2 BLK 7, LOT 7

See continuation sheet for map of proposed boundary

5. GEOGRAPHIC DATA

acreage of property less than 1 acre
property identification number 30-31-17-15354-007-0090, 30-31-17-15354-007-0080, 30-31-17-15354-007-0070
801 10TH AVE S, 823 10TH AVE S, 829 10TH AVE S
Name of Property

6. FUNCTION OR USE

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7. DESCRIPTION

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<td>Frame Vernacular</td>
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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 design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

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<th>Resource Type</th>
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<td>1 is a contributing structure to the National Register, Roser Park Historic District.</td>
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<td></td>
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## 9. STATEMENT OF SIGNIFICANCE

### Criteria for Significance

(mark one or more boxes for the appropriate criteria)

- [x] 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.
- [x] 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.
- [x] Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- [x] It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- [x] 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.
- [x] Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- [x] It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

### Areas of Significance

(see Attachment B for detailed list of categories)

- Architecture
- Community Planning and Development

### Period of Significance

1910 - 1926

### Significant Dates (date constructed & altered)

### Significant Person(s)

### Cultural Affiliation/Historic Period

### Builder/Developer

Charles M Roser

### Architect

Narrative Statement of Significance

See Continuation Sheet

(Explain the significance of the property as it relates to the above criterial and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

## 10. MAJOR BIBLIOGRAPHICAL REFERENCES

See Continuation Sheet

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
St. Petersburg Local Landmark Designation Application

Name of property 801 10TH AVE S, 823 10TH AVE S, 829 10TH AVE S

Continuation Section
See below
BOUNDARY DESCRIPTION AND JUSTIFICATION

All three properties encompass part of Block 7 on the north side of 10TH AVE S between Dr. MLK JR ST S and 8th ST S. The properties are within the Chicago Subdivision, No 2 BLK 7 Lot numbers 7, 8, and 9 as recorded in Pinellas County Plat Book 1, Page 39. All three properties are within the boundaries of the Roser Park Historic District as listed in the National Register of Historic Places. The proposed addition to the Local Historic Designation boundary is placed at the edge of alley and street right of ways, in accordance with National Register guidelines for districts.

PHYSICAL DESCRIPTION

The visual focal point of the historic district is Booker Creek and its surrounding parkland. The landscaping of the park and sea-walling of the creek were done in 1914 by Charles M. Roser. The natural course of the creek was not altered, but its banks were walled. The landscaping of Roser Park and its houses are especially important, as historically they were lushly planted with exotic flora. The introduction of foreign tropical plants was at its zenith in the early 20th century and the district reflects this trend in horticulture. Since Roser Park is historically significant as a planned garden suburb, and was famous for its tropical gardens, the flora of the district must be considered as an important historic resource. The district’s houses vary in size from small one-story cottages to large three-story houses. The houses along Roser Park Drive tend to be the largest in the district and often have four to five bedrooms. Roser built houses of various sizes, styles, and materials on purpose to give variety to the appearance of the neighborhood. This diversity makes it hard to generalize on any typical or unusual features of the district’s houses. The extensive use of rusticated block retaining walls and flights of poured in place concrete stairs are the most obvious special features of the district’s house sites.

HOUSE DESCRIPTIONS

801 10TH AVE S
This one and one-half story wood frame residential house is an example of a Craftsman style architecture. The building was completed in 1921 and is the youngest of the three homes proposed for inclusion in the local historic district. This home is already a contributing property to the nationally recognized Roser Park Historic District.

823 10TH AVE S
This two-story wood frame residential house is an example of Frame Vernacular architecture. The building has a rectangular plan and a gable roof with two shed dormers. Fenestration consists of double-hung sash windows. An end porch with a hip roof and a knee wall runs the length of the façade. The building has been altered by the application of aluminum siding. Constructed about 1918 the house is significant under National Register criterion C as a representative example of Frame Vernacular architecture and its association with the
development of the Roser Park neighborhood. It also possesses a rusticated block knee wall that runs the length of the property that abuts the sidewalk.

829 10th Ave S
The home at 829 10th Ave S is the oldest building in the Historic Roser Park District being built in 1913. Its high ceilings, hip roof and wide porch with many windows made good use of the breezes in the days before air-conditioning. It is significant in that it is the oldest standing building within the boundaries of the nationally recognized district of Historic Roser Park.

SETTING
Located within the Roser Park National Historic District boundaries, these three properties are located just at the intersection of 10th Ave S and 8th St S, adjacent to other properties already part of the local Roser Park Historic Designation of the City of St. Petersburg. Zoning of these three properties is single family. The block where these three properties sit has retained integrity of setting, design, materials, and workmanship. Modern alterations to homes are minimal, and some of these changes have included rehabilitation to return to original configuration or materials. Retention of hex block sidewalks, brick streets and granite curbs contribute to the integrity of the setting. A rusticated block retaining knee wall runs the length of all three properties together with adjoining steps of poured in concreate stairs - both specifically contributing to the unique and historic characteristic of the district. Tree Canopy and landscaping also have been maintained including multiple protected trees some 85+ years of age.

SIGNIFICANCE

Architecture

(1) Its value as a building is recognized for the quality of architecture, and it retains significant elements showing its architectural significance.
(2) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction of use of indigenous materials.

The three properties display architectural diversity, specifically in that all three houses are unique as is typical of the district where Roser built houses of various sizes, styles, and materials on purpose to give variety to the appearance of the neighborhood. 801 is an example of the Craftsman style of architecture, 823 is Frame Vernacular and 829 Cottage style. The home at 829 10th Ave S is the oldest building within the boundaries of the nationally recognized Historic District being built in 1913.

Community Planning and Development

(1) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.
(2) 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.

(3) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

(4) It has contributed or is likely to contribute, information important to the prehistory or history of the City, state or nation.

John Bethel in his “History of Point Pinellas” says that there were seven large Native American mounds grouped along Booker Creek in the late 19th century. Although the district occupies the heart of a large Native American Village site, no above ground features remains. According to Walter Fuller in St. Petersburg and Its People, there “was a large settlement clustered around Booker Creek in the Roser Park area. All of the seven mounds marking this settlement have disappeared.” A historic marker within the district also describes the Natives that contributed to the prehistory of the area.

These three properties are an intact example of a suburban development expanding from the core of St. Petersburg in the beginning of the 20th century. The three together also represent a rich mix of architectural styles as is very characteristic of the district. These homes, which includes the oldest standing building within the boundaries of the nationally recognized historic district, form a definable neighborhood united and adjacent to the home already included in the local designated district.

**HISTORICAL CONTEXT**

**Development of Historic Roser Park**

In 1911 when Charles M. Roser began buying land along Booker Creek, this area was on the southern outskirts of St Petersburg just outside the city limits. This area had been settled since the 1890s mainly by small citrus and truck farmers. St. Petersburg’s first real estate boom that lasted from about 1910 to 1916 had a great impact on the south side of St. Petersburg. By the end of the Florida land boom in 1926, the Roser Park neighborhood was well within the city limits and marked the beginning of suburban subdivisions that stretched all the way to Pinellas Point.

Roser Park is a good representative microcosm of early 20th century residential architecture in St. Petersburg. Houses of all the common styles are represented, and they were built of a wide variety of materials and techniques. Roser’s insistence on every house being different from its neighbor, and his striving for unique looking homes, accounts for the great variety of house types in the district.
BIBLIOGRAPHICAL REFERENCES

City of St. Petersburg, property cards

City of St. Petersburg website
National Park Service, United States Department of the Interior, National Register of Historic Places Program.

Straub, William, History of Pinellas County, Florida, 1929

Application to the St. Petersburg Historic Preservation Commission, Roser Park, City of St. Petersburg Planning Department, 1987.

Application to the City of St. Petersburg, Division of Urban Planning, Design, and Historic Preservation, Snell and Hamlett’s North Shore Addition, 2017
HOMEOWNERS AND THEIR ADDRESSES

REDERICKSON, VALERIE
BERNSTEIN, ADAM
801 10TH AVE S
ST. PETERSBURG, FL 33701
valerie@fplpartners.com

CHRISTOPHER FRITZIUS
823 10TH AVE S
ST. PETERSBURG, FL 33701
christopher.fritzius@icloud.com

DAHLSTROEM, ANNA
BJURENLIND, PETER
829 10TH AVE S
ST. PETERSBURG, FL 33701
toni@russellpg.com
The home at 829 Tenth Avenue South (see to your upper right) is the oldest building in the Historic Roser Park District, being built in 1912. Its high ceilings, hip roof, and wide-pitched gables with many windows made good use of the breezes in the days before air-conditioning. It is interesting to note that Tenth Avenue was originally called Greenwood Avenue after Greenwood Cemetery, which preceded the Historic Roser Park by many years having been established in 1856.

The cemetery is located within the Historic District at Ninth Street and Ingleside Avenue, which for a time was known as Eleventh Avenue South.

Photo from State Archives of Florida (RCH176)
MAP: Block 7, lots 7-9

10TH AVENUE
605844150101-100-
APPENDIX C
Public Comment

No public comment has been received as of August 7, 2018.
The following page(s) contain the backup material for Agenda Item: Appeal of a decision by the Community Planning and Preservation Commission (“CPPC”) relating to the rehabilitation and expansion of the historic YMCA, located at 116 - 5th Street South. The CPPC decision established an October 9, 2018, deadline for conducting a formal public hearing to consider a Certificate of Appropriateness (“COA”) request, including possible variances, vacations, and minor easements. Failure to meet this deadline will result in the City formally closing the open COA application, thereby requiring the applicant to submit a new application and fee.
Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: APPEAL of a decision by the Community Planning and Preservation Commission ("CPPC") relating to the rehabilitation and expansion of the historic YMCA, located at 116 - 5th Street South. The CPPC decision established an October 9, 2018, deadline for conducting a formal public hearing to consider a Certificate of Appropriateness ("COA") request, including possible variances, vacations, and minor easements. Failure to meet this deadline will result in the City formally closing the open COA application, thereby requiring the applicant to submit a new application and fee.

BACKGROUND:

History

Since January 2017, City Staff has assisted Nicholas Ekonomou, property owner and agent, toward obtaining a COA for the rehabilitation and expansion of the historic YMCA. This building is significantly important to the City of St. Petersburg and its historic preservation efforts. For this reason, City Staff has provided specific direction to and has been working diligently with the applicant and his architect in their attempts to move the project forward.

On July 10, 2018, a concept plan was presented to the CPPC for three reasons: 1) to help the applicant and architect by receiving casual feedback from the CPPC members regarding their draft proposal, 2) to outline a specific set of conditions that will need to be addressed in order for staff to schedule a formal COA application; and 3) establish a final deadline (October 9, 2018) during which the COA application will be formally reviewed at a public hearing, or the pending COA application will be officially closed.

1) At this time, the property owner cannot begin work on his draft proposal without a COA public hearing and decision by the CPPC. In addition to the standard conditions of approval required by Section 16.30.070.2.6 titled "Approval of Changes to Local Landmarks," based on staff's review of the latest plans, the project will also require approval of a combination of approximately two (2) minor easements (or vacations) and four (4) variances to the standard conditions of development.

2) The CPPC voted to adopt a specific set of conditions that must be met to schedule the COA public hearing. These conditions are necessary for City Staff and the CPPC to perform a thorough and accurate review of the application.

3) The CPPC voted to establish a deadline for action. This deadline was critically important to either productively moving the application forward or officially closing the COA application. Establishing a deadline is also important to assist
the Code Compliance and Assistance Department with enforcement action on deferred maintenance issues, when needed. The effect of closing the application will require a new application and fee; since no official vote will have been taken on the proposal, a substantially similar design could be submitted with a new application.

Appeal

The City Attorney’s Office and City Staff met with the appellant on September 4, 2018, to explain the process and rationale for deferring past the October 9, 2018 deadline. Upholding the appeal would eliminate the approved conditions for scheduling a COA public hearing and eliminate the October 9, 2018, deadline relating to the COA application. While these conditions appear to be consistent with the appellant’s demand for a detailed review of the applicant’s proposal, the appellant has nonetheless requested a public hearing consideration within the Code mandated 60-days or by September 20, 2018.

RECOMMENDATION:

City Staff: City Staff recommends CONTINUING the appeal until after the October 9, 2018 deadline for review by the CPPC. If the application for a COA is not complete, then the existing application will not be scheduled for a public hearing on October 9, 2018, the application will be formally closed pursuant to the CPPC action on July 10, 2018 and the appeal would thereby be closed. If the application for a COA is heard and a decision is rendered by the CPPC, then the appeal may be heard and amended if desired by the appellant in response to the CPPC’s decision.

Community Planning & Preservation Commission (CPPC): The CPPC is tentatively scheduled to conduct a COA public hearing on Tuesday, October 9, 2018. A final determination about the completeness of the COA application is pending; a public hearing is not certain. If a public hearing is not scheduled, then the existing COA application will be closed pursuant to the CPPC action on July 10, 2018.

Recommended City Council Action:

1) CONTINUE the appeal until after Tuesday, October 9, 2018.

Attachments: Appeal, Staff Report, CPPC Minutes
**Contact Information**

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<tr>
<th>Name</th>
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</tr>
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<tr>
<td>Street Address</td>
<td>500 45th Avenue NE</td>
</tr>
<tr>
<td>City, State ZIP</td>
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</tr>
<tr>
<td>Telephone</td>
<td>(727) 686-2163</td>
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<td>E-Mail Address</td>
<td><a href="mailto:ThomasJN1908@Gmail.com">ThomasJN1908@Gmail.com</a></td>
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**Date of Hearing**

| Date of Hearing | Tuesday, July 10, 2018 |

**Case No.**

| Case No. | 17-90200003 |

**Case Address**

| Case Address | 116 5th Street South St. Petersburg, FL 33701 (Historic Landmark) |

**Submittal Requirements**

*Please see attached (2-page) Appeal Notice with narrative describing grounds for appeal and accompanying exhibits (below).

**Exhibits**

A. Staff Report (cover page) with Conceptual Design Plan and related plan activities for Case No. 17-90200003 by applicant: Florida Fair Housing/Nicholas E. Ekonomou.

B. Staff Report detailing nine (9) "Outstanding Issues and Deficiencies" associated with the applicant's development project and COA Application.

C. Follow-Up Agenda for Case No.: 17-90200003 with CPPC decision for Agenda Item: V. (d).

D. Email communications between Appellant/Registered Opponent and City Staff.
NOTICE OF APPEAL
July 20, 2018

City of St. Petersburg, City Council & Community Planning and Preservation Commission

Regarding: Community Planning and Preservation Commission ("CPPC") Public Hearing
Appealing CPPC decision on July 10, 2018
Case No.: 17-9020003
Agenda Item: V. (d)
Property Address: 116 5th Street S., St. Petersburg, FL 33701 (Historic Landmark) BLK 38, Lots 11 thru 14

Appellant/Registered Opponent/Resident of St. Petersburg: Thomas J. Nestor
Appellant/Registered Opponent Address: 500 45th Avenue NE St. Petersburg, FL 33703
Applicant: Florida Fair Housing Corp/Nicholas E. Ekonomou for N.E. Apartments Associates Inc.
Applicant Address: 3150 SW 38th Avenue 13th Floor Coral Gables, FL 33146
Nicholas E. Ekonomou Address: 1344 NW 22nd Street, Miami, FL 33142

To whom and all it may concern: Pursuant to City Code, Section 16.70.010.6.D, please find enclosed Notice of Appeal from Registered Opponent/St. Petersburg Resident: Thomas J. Nestor filed in writing not later than 5:00 p.m. on the tenth day after the decision sought to be reviewed has been made. In this instance, the Community Planning and Preservation Commission conducted a public hearing on Tuesday, July 10, 2018; the appeal deadline is 5:00 p.m. on Friday, July 20, 2018.

Summary of the decision sought to be reviewed
On Tuesday, July 10, 2018, CPPC commission approved a "Conceptual Design Plan" and related activities for the rehabilitation of the landmark St. Petersburg YMCA building, and the construction of an eight-story (new tower) addition to include a rooftop bar, and review of certain variances, located at 116 5th Street South. The approval did not constitute approval of any required final COA or variance. The applicant needs to return to the CPPC for final COA approval, with variances, on or before October 9, 2018.

Summary of the basis for the appeal
1. Adequate Notice was not provided to City residents to attend the CPPC meeting on July 10, 2018. The Agenda was not viewable online on the City of St. Petersburg website till on or about Friday, July 6, 2018 (or less than (3) business days for such an important City matter.
2. Adequate notice and/or access to the City Staff Report detailing the applicants "Conceptual Design Plan" and related plan activities and requests, for the subject landmark property, was not provided, or available to, City residents to view online on the City of St. Petersburg website till July, 9 2018 (or) just one day before the CPPC Public Hearing held on July 10, 2018.
3. Registered Opponent was not given adequate due process during the Public Hearing after the body of the CPPC commission and City legal was notified that Registered Opponent could not hear the testimony from the City, or the applicant, after the hearing device provided from the City, to Registered Opponent, had malfunctioned and/or was inoperable, making it impossible for Registered Opponent to hear, and understand, both City staff, the applicant and CPPC board members testimony.
4. Derek Kilborn, a City Staff member, who was vitally important to the Public Hearing and agenda item, and Staff Report in question, left the CPPC meeting after giving his/the City opening presentation, and said City Staff member was not present for Registered Opponents presentation, nor for Registered Opponents cross-examination and/or questions, or needs, Registered Opponents had for said City Staff member, as they arise.
5. Registered Opponent was not given adequate due process and allowed to respond to applicants comments, that invoked Registered Opponents name, due to said hearing aid malfunction during the meeting including, additional time and remarks made and allowed from applicant during "executive session".

Page 1 of 2
6. The CPPC was not a full body commission at the time Agenda Item V. (d) started and at the time the commission voted, with at least one (1) commission member recused and two (2) commission members leaving the Public Hearing, before Registered Opponent gave his full presentation and cross-examination of applicant.

7. CPPC member Dr. Will Michaels mentioned before the start of the Public Hearing proceedings for Agenda Item V. (d) that there were "two time constraints" related to City Staff and a CPPC member, and the proceedings would have to either "move on rather swiftly" --- "or we'll have to delay it." Given these facts, and others listed in this appeal, the Appellant/Registered Opponent believes the CPPC Public Hearing for Agenda Item V. (d) should have been delayed.

8. There were no votes or testimony cast in favor of the applicants project from either City residents, or from other concerned members of the Tampa Bay community who are in favor of seeing this landmark St. Petersburg YMCA building restored and preserved properly.

9. The City Staff Report on the landmark St. Petersburg YMCA building lists nine (9) detailed points of "Outstanding Issues and Deficiencies" associated with the applicant's development project and COA Application. (see attached)

10. The City "anticipates" how applicant will identify, and restore and preserve the landmark buildings, façade, roof and gutters, interior and exterior walls, porches and balconies, foundation, windows and awnings, doors and entrances, additions and alterations, ADA accessibility and historic building amenities.

11. The applicant does not have a completed COA.

12. The applicant does not have a rehabilitation plan.

13. City Staff is in agreement that a rehabilitation plan is necessary and essential to this project.

14. The applicant did not present a comprehensive plan for CPPC consideration and approval.

15. The applicant still has unresolved active codes issues on the landmark YMCA property.

16. The proposed new tower stands out from the historic YMCA building. It is not seamless and shows a lack of architectural consistency.

17. The project is not ready!

Additionally, Registered Opponent was not given proper notice on the deadline to file today's appeal. Appellant/Registered Opponent submitted vitally important questions related to this appeal, sent to the City on Thursday July 12, 2018, that were not responded to till yesterday, July 19, 2018, provided only a one (1) day notice to draft and submit this appeal. Attached please find printed copies of the relevant email communications.

Also as part of this appeal, Appellant/Registered Opponent requests (if possible) additional minutes (or) equal time to be allowed at the appeal, like was given to applicant at the CPPC Public Hearing, so Appellant/Registered Opponent can address all comments applicant made under oath, and on the record, that Appellant/Registered Opponent was not allowed to respond to at the CPPC meeting.

Given these facts, and that the landmark St. Petersburg YMCA building is one, if not thee, most beloved historic sites still standing in the Sunshine City, Appellant/Registered Opponent appeals the CPPC decision to approve a "Conceptual Design Plan" and related plan activities for this historic site, and respectfully request that "ALL ISSUES" with this project to be brought before the full body of City Council, allowing adequate time for all residents of St. Petersburg to review both the City Staff Report and said applicants request.

Appellant/Registered Opponent reserves all rights to amend Appeal Notice & Appeal Application.

Thomas J. Nestor: Appellant/Registered Opponent/Resident of St. Petersburg  
Date: July 20, 2018
IMPORTANT
ADDITIONAL INFORMATION FOR APPEAL
September 10, 2018

Community Planning and Preservation Commission
Public Hearing: Tuesday July 10, 2018
Landmark St. Pete YMCA Building
Case No. 17-90200003
Agenda Item: V. (d)

A. The CPPC decision as it currently stands may have created a precedent for other developers, property owners, architects, builders and contractors etc. to submit incomplete Certificate of Appropriateness applications to the city and demand that their projects get pre-approval, before doing the work necessary per what the city and COA application requires.

B. If the CPPC decision from July 10 is upheld, an argument can be made by individuals and/or business owners that incomplete applications can be submitted, and also for other official city processes like construction permits, variances, city park rentals and even city employment.

Additionally

C. The current conceptual design plan dominates and devours the landmark property vs. complimenting it.

D. There are also potential safety factors that are not addressed in the incomplete COA application and there were concerns CPPC commissioner members and city staff had expressed, with such a large high rise tower being constructed on such a small footprint of land.

E. At least two CPPC commissioner members also expressed being "surprised" that the action item was even brought to the commission for a vote. (see enclosed press release with quotes from CPPC hearing).

F. The agenda item was brought to the CPPC commission as an action item, had it been informational only, appellant would not have been compelled to appeal the commissioner’s decision.

G. Several people present at the public hearing or watching the proceedings on TV felt the CPPC decision, city staff report and some of the activities between the applicant, city staff and commissioner members before and after the July 10 CPPC meeting, looked like favoritism and/or preferential treatment for the applicant, during what was supposed to be a non-biased Quasi-Judicial proceeding. Reversing the CPPC decision will send a clear message to everyone that our city’s hearings, processes and applications are important with strict due process guidelines to follow. A reversal will also affirm our city and said processes are equal opportunities for all.

Given the above and enclosed additional information with the entirety of the many valid and important points brought forth in this Appeal, the Appellant respectfully requests City Council to make a unanimous decision, or super majority vote, to overturn or reverse the CPPC’s July 10, 2018 decision approving the incomplete COA and conceptual design plan for the landmark YMCA building.

This appeal is not about me (the appellant). This appeal is about We! The entire community of St. Petersburg! This includes everyone in the Sunshine City now, and many generations of residents and visitors alike who came before us, that gave their hard earned money, work and time to create this very special landmark YMCA building to be a place for everyone. Their legacies matter! They also deserve this project to be done right. (please see enclosed letter from William Moore)

This appeal is asking City Council to reverse a decision from the CPPC commission and compel the applicant to do the landmark YMCA project right from the start, this includes the city’s COA application process, and for the city to not give special treatment to the applicant in the interim.

1 of 2
Additional Information and Clarification of the Appeal I filed on July 20, 2018

I am providing this summary of my appeal to clarify my position.

The single over-reaching objection is that the CPPC failed to comply with the Americans with Disabilities Act. Staff was advised prior to the hearing that I had a hearing impairment. As requested by staff I arrived at 2pm on the day of the hearing and received a device. The first device failed. I was given another device. That one worked.

Concerned that the battery would die, I turned the device off. When the landmark YMCA building agenda item began, I restarted it. It was at that time I discovered that the second device had also failed. Not wishing to disrupt the Chair of the meeting, I allowed the meeting to go forward and for Mr. Kilborn to make his presentation, although I could not understand his words. When it was my turn for opening remarks, I advised all who were present of my disability and that my hearing assistance device “broke” and was not working. I also explained that because of that failure I had not heard Mr. Kilborne’s remarks.

It is important to note that neither the Chair, nor the Assistant City Attorney, nor any other member of City staff made any effort to remedy this problem. While I am not an attorney, it would appear that this is a violation of the ADA, or if nothing else violates the integrity of the proceedings.

I am of the opinion that my appeal is based on solid ground-drawn from the St. Petersburg Code of Ordinances and policies. But, the City’s failure, indeed refusal to comply with the Americans with Disabilities Act by not accommodating someone with a documented hearing loss is inexcusable and may require that the CPPC hearing be redone.

The relevancy of the impact of my inability to participate in this hearing is cited below. Beyond the ADA issue, it should be noted that I am simply requesting that the City consistently applies existing codes, policies and provide a fair hearing before a full CPPC with all City staff present.

1. Adequate Notice was not provided to City residents to attend the CPPC meeting on July 10, 2018. The Agenda was not viewable online on the City of St. Petersburg website till on or about Friday, July 6, 2018 (or) less than (3) business days for such an important City matter.

2. Adequate notice and/or access to the City Staff Report detailing the applicants “Conceptual Design Plan” and related plan activities and requests, for the subject landmark property, was not provided, or available to, City residents to view online on the City of St. Petersburg website till July, 9 2018 (or) just one day before the CPPC Public Hearing held on July 10, 2018.

3. CPPC member Dr. Will Michaels mentioned before the start of the Public Hearing proceedings for Agenda Item V. (d) that there were “two time constraints” related to City Staff and a CPPC member, and the proceedings would have to either “move on rather swiftly” --- “or we'll have to delay it.” Because the chair elected to go forward with the hearing:
   a. Mr. Kilborn was not available for cross-examination.
   b. Two members of the CPPC were not present for the vote. While I will grant that the vote was 5-0 for the project, the absence of those members stifled conversation that may have changed the minds of the remaining members.

4. Registered Opponent was unable to effectively use his cross-examination period because he was unable to hear Staff’s presentation. This is documented during the hearing.

5. Registered Opponent was unable to follow-up on questions to the applicant during cross-examination because of his inability to hear the applicant’s responses. This is documented during the cross-examination period.

I am requesting City Council vote to reverse the CPPC decision made on July 10, 2018 for Agenda Item: V (d) based on the many valid points raised in my appeal, coupled with the due process violations that took place.

In the alternative, if City Council finds it just and worthy, a refund of the fee I paid for this filing and allow a rehearing take place before the full CPPC.
According to Planning and Economic Development records, Lisa Wannemacher resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

Case No.: 17-90200003
Address: 116 5th Street South
Legal Description: REV MAP OF ST PETERSBURG (HISTORIC LANDMARK) BLK 38, lots 11 THRU 14
Parcel ID No.: 19-31-17-74466-038-0110
Local Landmark: YMCA Building (HPC-90-03)
Owner(s): Florida Fair Housing Corp/Nicholas Economou for NE Apts Assn, Inc
Request: Approval of a Conceptual Design Plan for the construction of a rear eight-story addition with rooftop bar and superstructures; Rehabilitation of the existing historic building; and review of certain Variances for setback reductions, minimum distance between buildings, fenestration, and minimum parking. This does not constitute approval of any required final COA nor Variance. The Applicant shall return to the CPPC for such final approval, as may be required, on or before October 9, 2018 CPPC meeting.
Outstanding Issues/Deficiencies not yet received by Staff highlighted in red:

1) North alley (laden with utility lines) encroachment of stairs and building. Requires proof of alley vacation and City Engineering review or easement permit prior to COA/Variance review. Also may require approval of full or partial Vacation of alley by City Council.

2) South ROW encroachment of balcony approval per Engineering in 2005. In a discussion with Riedmueller, Aug 18, 2017, this previously approved easement runs with the land, as long as structure does not increase in size or exceed approved encroachment. Any proposed request to increase from prior approval requires revised easement permit and City Engineering approval.

3) North elevation Variance required for 15' distance between bldgs-up to 75' hgt, and 60' for hgt of 75' as measured 7.5' from c/f of alley. Also requires combined graphic showing details of encroachments.

4) East elevation Variance would be required for 15' distance between bldgs-up to 75' hgt with windows (zero for blank wall to blank wall), and 60' for heights above 75' as measured from prop line. LDR exemption allows 25' based on 100' lot of record width. Also requires combined graphic showing details of encroachments.

5) North (13.3%), south (29.5%), and west (6.8%) elevations of new tower do not meet minimum LDR wall composition standards of 30% fenestration. Variance required.

6) Provide approval for parking dedication along 2nd Ave S, or include in Variance for minimum parking. Approved extension of partial street vacations by the DRC to February 7, 2019. Parking plan required.

7) Requires Variance application to progress with COA (emailed to applicant 8/11/17). Also requires combined graphic showing details of encroachments.

8) Revised plans received 8/11/17; Revised elevations received 8/16/17. Revised plans and elevations received 4/2018; Revised plans received June 15, 2018. Site plan view should reveal the relationship of how new addition connects to the historic building—will any of the historic building be built upon or removed?

9) Submit phased Rehabilitation Plan for the historic YMCA building to explain repairs to date and proposed improvements and rehabilitation. (Condition 1)
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING

Council Chambers
City Hall

FOLLOW-UP AGENDA

COMMISSIONER MEMBERS:

Robert "Bob" Carter, Chair
Jeff Rogo, Vice Chair
Keisha A. Bell
Christopher "Chris" A. Burke
Will Michaels
Gwendolyn "Gwen" D. Reese
Jeffery "Jeff" M. Wolf

ALTERNATES:

1. Sharon Winters
2. Lisa Wannemacher
3. Thomas "Tom" Whiteman

I. OPENING REMARKS OF CHAIR AND SWEARING IN OF WITNESSES

II. ROLL CALL

III. MINUTES

Approved
As written by a Consensus vote

IV. PUBLIC HEARINGS

(Note: The following item [LGCP-2017-02] was deferred from the 8/8/17 Meeting)

Approved
A. City File LGCP-2017-02

Request: City-initiated amendments to the Comprehensive Plan pertaining to Chapter 1, General Introduction; Chapter 3, Future Land Use Element; Chapter 5, Coastal Management Element; and Map 15, Coastal High Hazard Area.
COMMUNITY PLANNING & PRESERVATION COMMISSION FOLLOW-UP AGENDA

Approved B. City File LGCP-2018-01
7-0

Request: A City-initiated application requesting text amendments to the Comprehensive Plan’s Future Land Use Element, amending the existing Industrial Limited (IL) and creating a new Activity Center (AC) category.

V. QUASI-JUDICIAL PUBLIC HEARINGS

Approved A. City File FLUM-54-A
7-0

Location: The subject property, a portion of the Innovation District, totaling approximately 152 acres and generally bounded by 5th Avenue South, 10th Street South, 1st Street South, and 10th Avenue South.

Request: A City-initiated application requesting to amend the Future Land Use Map designations from Planned Redevelopment-Mixed Use, Institutional, and Activity Center Overlay to Activity Center and the Official Zoning Map designations from CCT-1 (Corridor Commercial Traditional-1), CRT-1 (Commercial Residential Traditional-1) and IC-I (Institutional Center-1) to EC-2 (Employment Center-2), or other less intensive use.

Approved B. City File HPC 18-90300004
7-0

Request: Owner-initiated application for a Local Historic Landmark designation of the Foster-Grove House, located at 3650 Foster Hill Drive North.

Approved C. City File COA 18-90200035
6-0

Request: Approval of Certificate of Appropriateness for certain alterations to the historic Harlan Hotel, a four-story, non-residential building, located at 15 8th Street North.

Approved D. City File COA 17-90200003
5-0

Request: Approval of a Conceptual Design Plan for the rehabilitation of the YMCA Building, an existing historic building, and the construction of an eight-story addition to include a rooftop bar, and review of certain variances, located at 116 5th Street South. This does not constitute approval of any required final COA nor variance. The applicant shall return to the CPPC for final COA approval, with variances, on or before October 9, 2018.

VI. CPPC MEMBER/STAFF COMMENTS, ANNOUNCEMENTS

VII. ADJOURN

For additional information, please telephone 893-7871 or visit the St. Petersburg Planning & Economic Development Department on the 8th floor of the Municipal Services Building at One Fourth Street North.
Hello Derek,

Please see below my reply and clarifications you requested (in red), to your responses (in blue), to the email I sent you with questions and observations I had regarding the CPPC Meeting that took place on July 10, 2018, and concerns I and others in attendance had about the appearance of city officials when they were openly speaking to the applicant, Ekonomou, inside City Council chambers and outside City Hall after the hearing process.

I appreciate your time with reviewing my reply and hope my clarifications will assist receiving answers to my questions.

I would also like knowing as soon as possible today, or by Wednesday of this week please, what is the date for my appeal?

Today is now 30-days past the date I filed my appeal.

Thank you.

Thomas J. Nestor

On Thu, Jul 19, 2018 at 9:22 AM Derek Kilborn <Derek.Kilborn@stpete.org> wrote:

Good morning. Per your email and request for more information, I’ve prepared the following responses. Please remember that any plan to proceed with this proposed development requires a future public hearing(s) to formally review the property owner’s request for a Certificate of Appropriateness (“COA”), including specific requests for variances and possible rights-of-way and air rights vacations. Last week’s discussion was scheduled in order to assist the property owner in identifying areas of concern as he works toward a formal COA public hearing (date yet to be determined); last week’s action by the CPPC did not confer final approval or guarantee that property owner would be approved for the COA or associated variances and vacations.

The City of St. Petersburg has an interest in seeing the preservation of this iconic building, last week’s discussion was important toward helping everyone achieve this objective while demonstrating to the property owner that there are still important details which need to be resolved before the City Staff can make final recommendations and the CPPC can render binder decisions.

1. How many days does a Registered Opponent (and/or resident/s of the City) have to appeal a CPPC ruling? I have been told 30-days. I have also read online it is only 10-days.
   a. Pursuant to City Code, Section 16.70.010.6.D, “A Notice of Appeal shall be filed in writing not later than 5:00 p.m. on the tenth day after the decision sought to be reviewed has been made.” In this instance, the Community Planning and Preservation Commission conducted a public hearing on Tuesday, July 10, 2018; the appeal deadline is 5:00 p.m. on Friday, July 20, 2018.

Thank you. I have since appealed the CPPC decision. My appeal was submitted on July 20th, within the 10-day time frame.
2. Does an appeal of a CPPC ruling go before City Council (or) to the Circuit Court? Where/how to file said appeal?

   a. The item was a concept proposal presented for discussion and input only. As noted in my introduction, the property owner is still required to return to the CPPC for a formal Certificate of Appropriateness ("COA"), including specific requests for variances and possible rights-of-way and air rights vacations. Last week's action by the CPPC did not confer final approval or guarantee that property owner would be approved for the COA or associated variances and vacations.

   Thanks, but this did not answer my question. I have since appealed the CPPC decision. My appeal was submitted on July 20th, within the 10-day time frame.

3. What are the standards of procedure for a CPPC meeting (or other City proceedings) held in Council Chambers, specifically when a Registered Opponent makes it known to the Commissioner Members, and City staff, that they have a disability, and that the hearing device they were provided, malfunctions and/or stops working during the proceeding, making it impossible for them to hear, and understand, the testimony given by the Applicant and City staff?

   a. I spoke with Lendel Bright, ADA & Diversity Coordinator, Human Resources. Mr. Bright advised that any request for special accommodation should be made 24-hours in advance of the public hearing. This was reinforced within the public notification, which stated, "If you wish to request an accommodation under the ADA, you should contact the City Clerk not less than 24 hours prior to the meeting by calling 727-893-7448 or TDD 727-892-5259. The City cannot guarantee the availability of persons capable of assisting individuals with a hearing impairment or who are unfamiliar with the English language but will attempt to provide such assistance if requested." In this instance, my understanding is that no request was made in advance; however, staff in the City Clerk's office attempted to immediately meet your request by providing a hearing device. I do not know from the information provided whether you attempted to switch the device for a replacement.

   Thanks, but this also does not fully answer my question. Please know I did call the city clerk in advance of the CPPC meeting and request ADA assistance. I was told to come in and request a hearing device downstairs at City Hall, before the meeting started, I did so, and the initial hearing piece I was given malfunctioned. I again went downstairs and exchanged the hearing device for another. Said hearing device was functioning fine during the CPPC meeting and in order to save the battery. I turned off the hearing device, till the start of the agenda item that I was the Registered Agent for commenced. As you started your/the city's presentation, the put the hearing devise on, and once again, it malfunctioned or the audio was off due it now being past 5pm. I was now put in an unforeseen stressful situation of having to either leave the CPPC meeting (a third time) during the agenda item I was Registered Opponent for, or stay and try to do my best. I advised the chair of the CPPC that "I could not hear" the testimony of others at the meeting. Legal was present also and I believe heard what I said had taken place. No one stopped the meeting, suggested an option for me to be able to hear the proceedings, nor assisted me in any way. I simply did the best I could under the adverse conditions.

   Additionally, your assumption that I did not notify the city in advance of my disability, or do what I was advised to do from the city clerks office, given the disability I have, is disheartening. Also, had you stayed present at the CPPC meeting for the landmark YMCA agenda item perhaps you would could have helped me in some manner and/or stopped the proceedings and assisted me.

4. Are Applicants, Registered Opponents and/or resident/s of the city allowed to be behind the Council Chambers dias? Specifically during Quasi-Judicial Public Hearings. In session and/or during session breaks?

   a. Please clarify your question. Are you referring specifically to the physical positioning of where someone stands, or are you referring to whether conversations can take place away from the dias?

   Both....Are Applicants, Registered Opponents and/or residents of the city allowed to position physically themselves and/or be physically present behind the dias? And are said individuals as previously mentioned in my reply allowed to have conversations behind the dias, specifically during Quasi-Judicial Public Hearings. Whether in session and/or during session breaks?
5. Is it appropriate and/or allowable behavior for Applicants, Registered Opponents and/or resident/s of the city to communicate with City staff, and/or CPPC Commissioner Members behind the Council Chambers dias? Specifically during Quasi-Judicial Public Hearings. In session and/or during session breaks? What about outside City Hall after said hearings and sessions end?

a. Lacking clarification, I am not sure how to answer your question other than to describe my own experience with Nick Ekonomou at the public hearing. As you know, I left the proceeding to attend a separate meeting off-site. Prior to my departure, Mr. Ekonomou approached me to discuss several items. First, Mr. Ekonomou inquired about the order of the agenda and sought to confirm his understanding of procedural steps during his item. Second, Mr. Ekonomou inquired about a separate land use item pertaining to property located at 3900 Dr. Martin Luther King Jr. Street North.

Please excuse my previous typo, for some reason the question was not properly conveyed. **My question is:** Are Applicants, Registered Opponents and/or residents of the city physical allowed to have conversations with city staff and/or CPPC committee members outside City Hall, specifically before or right after, Quasi-Judicial Public Hearings take place?

[Quoted text hidden]
Owner of St. Pete Landmark Appears to Have Been Given a Free Pass

Music promoter Thomas J. Nestor has appealed the July 10 vote of a City of St. Petersburg Commission to approve a “Conceptual Design Plan” for the city’s historic landmark 1926 YMCA building, including, adding an incompatible eight-story tower to the structure. “The commission is allowing the current owner of the landmark building, Nicholas Ekonomou, owner of the building for 4 years, to take short cuts to circumvent the process for preserving and rehabbing the 1926 structure,” said Nestor.

The process requires the owner to submit a completed Certificate of Appropriateness (COA) and a Rehabilitation Plan to the city detailing how he intends to restore the building. “With their approval, the city commission appears to have given the owner permission to proceed with his plans, ignoring what’s fully required until October 9, when he is expected back for approval of what he should have presented at the July 10 meeting,” Nestor said. A commission member, Sharon Winters, of the Community Planning and Preservation Commission (CPPC) put it this way, “…I’m not sure I’ve seen a conceptual plan come to us with so many buts…I was actually kind of surprised it came to the commission…”. Another member, Jeff Rogo said, “I share Commissioner Winter’s surprise. This is something new for us to be dealing with a conceptual design, and approval of a conceptual design, in advance of a COA…”. The city staff report, in addition, identifies nine, detailed, points of outstanding issues and deficiencies associated with Mr. Ekonomou’s efforts to preserve and restore the landmark building.

“Whatever my ongoing legal battles might be as it relates to the historic YMCA building, I am very interested in one of the last historic landmarks in town being done right,” Nestor said.

According to Nestor, since the scheduled closing on July 15, 2014, and the seller’s failure to provide the deed for his purchase of the historic St. Petersburg YMCA building, he has been pursuing legal action to correct the wrong of the seller’s refusal to give him the deed. Nestor’s lawsuit, filed July 16 against Nicholas Ekonomou, N.E. Apartments Associates Inc. and Florida Fair Housing, Corp., is for Mr. Ekonomou’s interference with Nestor’s closing on the landmark YMCA building. Nicholas Ekonomou, then acting on behalf of N.E. Apartments Associates, Inc., directed the seller, Philip J. Powell, to reject the amount tendered and to terminate the real estate contract to purchase the building with Nestor. “As with any legal action,” Nestor said, “it simply takes more time than you anticipate.”

It is expected that the St. Petersburg City Council, who will hear the appeal of the July 10 city commission vote, will be fair and objective in their review of the facts. “It is my hope,” Nestor said, “that they will conclude as I recommended -- that the conceptual plan not be approved, and that special treatment should not prevail over what is normal and customary for the city commission as it seeks to preserve many of our historic structures.”

Nestor is inviting all citizens that are concerned about the character of St. Petersburg, and those that live in the city, to join him when the City Council hears his appeal.

####
July 9, 2018

Re: Agenda item V. (d) COA for Historic YMCA Building

Dear Community Planning and Preservation Commission:

My Great Grandfather and Grandfather were the builders of the St. Petersburg historic YMCA building and I would like to tell you why I feel so strongly that the Historic YMCA should be restored and preserved in the most appropriate manner. My Grandfather's efforts, along with all those that donated and/or contributed the funds to build this special place, were done to create a one-of-a-kind, and irreplaceable, Mediterranean Revival work of art for the entire community.

A historic landmark building, like the YMCA, can make a huge impact on the City's downtown economy. As I travel across the country, I have seen the benefits of saving these historic structures in downtown areas when they are restored and preserved properly. They benefit everyone involved by drawing people into the core area's of the city.

The current COA Application and Conceptual Design Plan for the Landmark YMCA Building list many "Outstanding Issues & Deficiencies" and there are other issues with the property that should not be ignored. You have the opportunity to make the right decision today to benefit future generations in the great city of St. Petersburg.

I respectfully request that the commission deny the current application until a more appropriate and complete COA application is presented for review.

"By preserving history, we mold the future. Let's not break the mold!" - WM

Sincerely, William Moore
Great grandson & grandson to
Ed S. Moore & Sons, Builders of St. Petersburg YMCA
CITY OF ST. PETERSBURG, FLORIDA

Date: July 26, 2018  $300.00

Received From: Thomas Nester  
Paying For: CPCC Appeal to City Council

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CITY CLERK
QUASI-JUDICIAL PUBLIC HEARING

Note: Commissioner Wannemacher was recused from the following item (COA 17-90200003) due to conflict.

A. City File COA 17-90200003

Request: Approval of a Conceptual Design Plan for the rehabilitation of the YMCA Building, an existing historic building, and the construction of an eight-story addition to include a rooftop bar, and review of certain variances, located at 116 5th Street South. This does not constitute approval of any required final COA nor variance. The applicant shall return to the CPPC for final COA approval, with variances, on or before October 9, 2018.

Staff Presentation

Derek Kilborn gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Nicholas Economou, applicant, was present to answer questions; he did not speak.

Registered Opponent Presentation

Thomas Nestor gave a presentation in opposition of the request.

Public Hearing

The following people are in opposition of the request but were not present:

Parisrice Robinson, 146 2nd St N, Ste 310
Aeriel Callahan, 11703 84th Ave, Seminole
Dana Callahan, 11703 84th Ave, Seminole
Guy Leinbach, 4819 Coronada Way S
Rolf Ihlenfeldt, 4094 Daventry Lane, Palm Harbor

The following people were present and spoke in opposition of the request:

Matthew Bistok, 1840 21st Ave N
Mark Patterson, 1501 76th Ave N
Cross Examination

By Administration:

Waived.

By Registered Opponent:

How many code violations have been on the property since you have been the owner and how many code violations are active today?

Mr. Economou: All code violations have been closed except one concerning a couple of the corbels around the building; they are putting together a restoration plan and moving forward for repair.

Regarding the proposed new tower, will the pilings being put in the ground in a limited space affect or harm the foundation in any way?

Mr. Economou: They are going to follow whatever the proper building codes are and the engineering is done properly, whether that’s pilons or another construction method. Obviously, it must be approved by the City or they wouldn’t be able to move forward.

What is the total amount of square feet behind the building available for the proposed new construction? It is a small footprint.

Mr. Economou: I do not have that information; I don’t recall that.

What happened or will happen to all the historic steel casement windows that were in the building that were saved, refurbished, and restored after the landmarked building?

Mr. Economou: I do not have an answer to that right now.

What are the plans for the decorative and irreplaceable historic tile in the historic gymnasium windows that will have to be taken out for the proposed egress?

Mr. Economou: That will be addressed in the plan when they get final approval.

How many landmarked buildings have you or your team have fully restored, preserved, and repurposed?

Mr. Economou: Depends on what state. State of Florida?

Commercial buildings?

Mr. Economou: Commercial buildings, a few probably.

Who is the top floor penthouse suite being constructed for, who will live there?

Mr. Economou: I do not have the information for that. That’s not completely determined yet; could be Howard Hughes.
By Applicant:
Waived.

Rebuttal / Closing Remarks
By Administration:
Waived.

By Registered Opponent:
Mr. Nestor closed by reading a letter dated July 9, 2018 addressed to the CPPC by William Moore, great grandson & grandson to Ed S. Moore & Sons, Builders of the YMCA asking the request be denied until a more appropriate and complete COA application is presented for review; a copy of the letter was submitted for the record.

By Applicant:
Mr. Economou stated the following in response to Mr. Nestor’s great concern for the building. While he (Mr. Nestor) had it under contract for two to three years, he allowed the water to pour in every time it rained and while they were in a two-year law suit, I called him, begged him, to join forces to stop the water and he could care less about the water. So, if he had such great concerns about the preservation of this building, he had so many opportunities to stop the destruction of the building by allowing water to pour in while we were in a law suit. Since the purchase of the building by the group I work with, we have put a new roof on the building. It is water-tight, and it was approved through the COA process; we replaced with the exact roof tiles. That has not been that way for 15 to 20 years with water pouring in and no one seemed to care about it until now. But, since our ownership, we have…our first roofer that we hired unfortunately clipped us for about $60,000, walked away on us half-way through. We had to go through finding another roofing contractor after nine different contractors did not want to touch the building because of the historic nature and the problems associated with it. We finally got the roof done; it’s done, it’s water-tight. We did that, Mr. Nestor did not do that. He had many opportunities to try to preserve the building and I believe his actions speak for themselves. Obviously, we have this process to go through to make sure that we do rehabilitate the building properly according to historic codes of what’s required. We will follow any direction given by the City; we’re here to comply and we’re here to move forward, and our actions show that. We thank you for your time and any concerns that the City has, we will address that and will work together to make this happen.

Executive Session
Commissioner Michaels stated that there is a lot of emotion around this historic treasure; it is one of the architectural gems of the City and in terms of social history of the City. A conceptual design plan is being presented today with the actual COA will come back at a later date; a final decision is not being made today. He feels that everyone wants to see this get done as best as can be and believes the ten conditions listed in the staff report speaks to making sure this is done properly and with sensitivity well established. He will support the recommendation. He thinks, as a personal preference, that the tower should be relooked at; maybe somehow make it more compatible with the historic tower at the corner; maybe a gabled roof versus the hip roof as proposed. He then asked if the owners of the Times Building are aware of this conceptual design, to
which Mr. Economou answered that they have spoken with the owner and he is in support of the rehabilitation of the building as well as any construction, and we are working together. Mr. Economou also stated that he will work with City staff regarding the new tower and he personally would like to have it look very similar to the existing building knowing it cannot look identical. They will follow the recommendations made and move forward.

Commissioner Winters voiced her concern about the fenestration; would like to see that 30% fenestration required on the facades where required. She is fine with the hotel addition; she thinks the mass and scale works. She was surprised to see a conceptual plan come before the Commission but understands; this has been dragging on for years and everyone is concerned about getting this building back into shape. It is good to know that the building is now water-tight, and the code violations have been addressed. She would like to keep this moving but does have concerns about the numerous variance requests and some of the design elements; she is hopeful that they will be addressed.

Commissioner Rogo shared Commissioner Winters’ surprise as this is something new for the Commission dealing with a conceptual design with an approval in advance of a COA and appreciates this discussion as there was a concern about the building deteriorating; demolition by neglect. He is pleased to see a conceptual design; progress is being made and the building is secured. He went on to say that they are looking at a conceptual design for rehabilitation, not necessarily a restoration and not sure if a restoration is even possible. He approves today of what is happening in the way of rehabilitation; whether a restoration is something we want to pursue will be discussed at the October meeting.

Mr. Economou stated that they have completely waterproofed, sealed and painted the backside of the building which had not been painted for 15 to 20 years and had two trees growing out of it. They have taken the steps to make this a reality; it will take time and a lot of work.

Commission Chair Carter stated that he had toured the building many years ago; it was in pathetic shape, loaded with asbestos, multiple levels with lots of steps and ADA concerns, and thousands and thousands of gallons of water pouring in all the time. He was very concerned that that building would come down because it was in such pathetic shape and feels that this is an encouraging development.

MOTION: Commissioner Rogo moved and Commissioner Whiteman seconded a motion to approve the Conceptual Design Plan with conditions for the rehabilitation of the YMCA Building, located at 116 5th Street South, in accordance with the staff report.

VOTE: YES – Michaels, Rogo, Whiteman, Winters, Carter
NO – None

Motion passed by a vote of 5 to 0.
For Public Hearing and Executive Action on July 10, 2018 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

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

Case No.: 17-90200003
Address: 116 5th Street South
Legal Description: REV MAP OF ST PETERSBURG (HISTORIC LANDMARK) BLK 38, LOTS 11 THRU 14
Parcel ID No.: 19-31-17-74466-038-0110
Local Landmark: YMCA Building (HPC-90-03)
Owner(s): Florida Fair Housing Corp/Nicholas Economou for NE Apts Assn, Inc
Request: Approval of a Conceptual Design Plan for the construction of a rear eight-story addition with rooftop bar and superstructures; Rehabilitation of the existing historic building; and review of certain Variances for setback reductions, minimum distance between buildings, fenestration, and minimum parking. This does not constitute approval of any required final COA nor Variance. The Applicant shall return to the CPPC for such final approval, as may be required, on or before October 9, 2018 CPPC meeting.
Outstanding Issues/Deficiencies not yet received by Staff highlighted in red:

1) North alley (laden with utility lines) encroachment of stairs and building. Requires proof of alley vacation and City Engineering review or easement permit prior to COA/Variance review. Also may require approval of full or partial Vacation of alley by City Council.

2) South ROW encroachment of balcony approval per Engineering in 2005. In a discussion with Riedmueller, Aug 18, 2017, this previously approved easement runs with the land, as long as structure does not increase in size or exceed approved encroachment. Any proposed request to increase from prior approval requires revised easement permit and City Engineering approval.

3) North elevation Variance required for 15' distance between bldgs-up to 75' hgt, and 60' for hghts above 75 as measured 7.5' from c/l of alley. Also requires combined graphic showing details of encroachments.

4) East elevation Variance would be required for 15' distance between bldgs-up to 75' hgt with windows (zero for blank wall to blank wall), and 60' for hghts above 75' as measured from prop line. LDR exemption allows 25' based on 100' lot of record width. Also requires combined graphic showing details of encroachments.

5) North (13.3%), south (29.5%), and west (6.8%) elevations of new tower do not meet minimum LDR wall composition standards of 30% fenestration. Variance required.

6) Provide approval for parking dedication along 2nd Ave S, or include in Variance for minimum parking. Approved extension of partial street vacations by the DRC to February 7, 2019. Parking plan required.

7) Requires Variance application to progress with COA (emailed to applicant 8/11/17). Also requires combined graphic showing details of encroachments.

8) Revised plans received 8/11/17; Revised elevations received 8/16/17. Revised plans and elevations received 4/2018; Revised plans received June 15, 2018. Site plan view should reveal the relationship of how new addition connects to the historic building—will any of the historic building be built upon or removed?

9) Submit phased Rehabilitation Plan for the historic YMCA building to explain repairs to date and proposed improvements and rehabilitation. (Condition 1)
DETAILED PROJECT OVERVIEW

The YMCA Building is a local historic landmark building consisting generally of four stories plus basement, and a corner tower above the fourth floor at the SW corner. The subject property is located in the Downtown Center-1 zoning district (DC-1). The applicant proposes to adaptively reuse the building as a hotel (permitted) to also include a first-floor restaurant and bar (permitted use), and a rooftop bar (permitted-subject to LDR Section 16.50.320). A new eight-story addition is proposed to be located at the rear (NE corner) of the existing historic building. Rehabilitation of the entire historic building interior is also proposed to repair deficiencies and damage from years of deferred maintenance and idleness. The exterior will be repaired to stabilize and correct the existing window deficiencies, and to apply a final surface finish to paintable walls. All architectural detailing of woods, metals, and cast forms will be restored and repaired, as needed. Natural stone is proposed to remain, though the applicant proposes to paint over the stone and apply a sealant to better protect the natural surfaces from vandalism. The building continues to be a victim of transient intrusion and graffiti (e.g., Appendix B, Photograph #10). The flat roof and parapet hood tile systems have been repaired as of early 2018. More specifically, the applicant proposes to:

- Construct an eight-story, 35,667 square-foot (net), 39-hotel room addition at the northeast corner at approximately 126 feet in height to the peak roof. The historic building is proposed to carry 44 hotel rooms. Four on-site parking spaces are proposed, with 16 spaces to be included as part of a temporarily approved partial street vacation. Also proposed is the use of valet parking in association with nearby parking garages and lots. Therefore, a variance from minimum on-site parking is required as part of this approval. (Condition 2)

- Add an elevated balcony (9'10" hgt) to the south elevation that encroaches into the public sidewalk by six feet, with a length of 87 feet. This was approved by the City Engineering Department in 2005 and such approval runs with the land. The applicant requests an increase of this approved encroachment by up to 18 inches from the vertical wall of the existing historic building, which if approved by the CPPC, will be subject to a new approval by the Engineering Department. (Condition 3)

- Encroach into the north public alleyway by five feet (cantilevered 16 feet above ground level) for the proposed addition. This partial or full vacation requires subsequent approval by the City Council. (Condition 4)

- Replace and repair in-kind, all missing, damaged, and deteriorated windows as specified in the Rehabilitation Plan. In addition, the applicant requests a variance to the minimum 30% fenestration requirements of the LDRs, as proposed in the site plan elevation drawings. (Condition 1)

- Replace and repair in-kind, all missing, damaged, and deteriorated doors, as specified in the Rehabilitation Plan. (Condition 1)

- Repair deteriorated roof, eave, and cornice elements (non-structural) in-kind as specified in the Rehabilitation Plan. (Condition 1)

- Repair and preserve architectural detailing and elements in-kind as specified in the Rehabilitation Plan. (Condition 1)

- Repair/rehab/relocate historic corner stick-out sign as specified in the Rehabilitation Plan. (Condition 1)

- Unidentified repair/rehabilitation as identified through a progression/discovery of this overall undertaking, and as specified in the Rehabilitation Plan. (Condition 1)

- Add new signage.

- Obtain all required Variances from LDR requirements, as indicated below. (Condition 2)
Variance Review Considerations:

Based on the proposed Concept Design Plan, and depending on final design, the Applicant appears to need Variance approvals for 1) distance between buildings at the north and east elevations; 2) building setbacks from the north property line; 3) fenestration on all elevations; and 4) minimum parking.

The Applicant appears to need City Engineering approval for any increase in encroachment of a new balcony into the public sidewalk at the south elevation.

The Applicant appears to need City Council approval for an alley vacation at the north elevation property line.

The Applicant appears to need an Irrevocable Letter of Authorization from the abutting property owner to the east, for adding windows to the east elevation of the proposed addition.

Local Landmark History and Significance

Historical Context
The YMCA building is significant for its distinction as one of the largest community funded projects in the City of St. Petersburg during the 1920s land boom period. Its construction at the time was made possible through the generous donations of individuals and businesses throughout the Tampa Bay area totally nearly $550,000 (approximately $7 million in 2017). In 1920, the St. Petersburg chapter of the Young Men's Christian Association (YMCA) was officially organized and established in the City.

The YMCA leadership initiated construction of the current historic building at its present site in 1925, completing it in 1927. Initially open only to males, the YMCA offered a gymnasium, lobbies for boys and men, club rooms, luncheon rooms, and a cafeteria along with facilities for boxing, wrestling, swimming, and a baseball league. Public rooms and offices were located on the first and second floors, while 54 dormitory rooms on the third and fourth floors provided inexpensive lodging for men. The cafeteria and pool were located in the basement, while a gymnasium and suspended running track were situated on the first floor directly above the pool. By the early 1960s, the club had opened fitness, dancing, and trampoline classes to girls and women. An attached handball court was added to the northeast corner, which has been demolished.

In 1985, the YMCA was determined to be eligible for individual listing in the National Register of Historic Places based upon its significant historical associations and architectural significance. It was listed in the St. Petersburg Register of Historic Places on October 24, 1991 based on the following criteria (Ordinance 2028-F):

4. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the city, state, or nation;
5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

While the residential program closed in 1989, the gym remained open. The building has been totally vacant since 2001. The property exchanged ownership several times during the 2000s, with various plans for redevelopment not being realized. The applicant purchased the property in 2014.
Historic Architectural Significance and Description

Construction of the YMCA building was completed in 1927. It is significant for its complex architectural massing and detailing and is an example of a nuanced Mediterranean Revival style, popular during the 1920s land boom in St. Petersburg. The YMCA building is significant as the work of University of Minnesota professor Clarence Brown, of Woolpert & Brown, and Brown’s student intern at the time, and later local architect Archie Parish. Edward S. Moore & Sons served as the contractors, and the locally established Crescent Tile Company furnished the decorative tile, consisting of locally manufactured materials, as well as, imports from Seville, Spain. This decorative tile is mostly still extant and evident around the window exteriors and the swimming pool area. The overall roofline is irregular and asymmetrical consisting of a flat roof surrounded by a mix of parapets, pitched roof extensions, towers, architectural and ornamental stone works.

Character-Defining Features

The original and unusual architectural presence of the building remains highly visible and extant to the casual observer. Overall, the building is easily identified as exhibiting a Mediterranean Revival style of architecture. A mosaic of projections, voids, extensions, and offsets are compounded by textural nuances of material and color contrasts. The building retains much of its architectural integrity from the exterior, with original wood, copper, iron, terra cotta, stone, tile, and stucco components still extant, though some being in varied states of degradation. The interior is mostly gutted with some architectural details such as wall systems and ceiling beam detailing readily observable. It retains notable interior features such as an upper, hidden courtyard, Mayan relief panels and custom tiling throughout, a belcow ground, tiled swimming pool, and hand-painted motifs on cypress ceiling beams at the lobby area. False solid block wood lintels and internal span beams, and exterior stone voussoirs provide a heightened aesthetic.

The subject building contains approximately 50,640 square feet of interior space incorporated into a four-story structure with a five-story tower. By the end of 2005, interior demolition resulted in the loss of much of the interior walls in the basement and on floors 2-4.

Previous Alterations

Most of the building’s exterior fabric is still extant, such as stucco, windows, coursework and precast stone features, terra cotta and stone features, metal railings and grilles, and wood elements. Though its basic design, form, and fenestration pattern is nearly unchanged, previous alterations, including multiple reroofing occurrences, have been made to the building since its original 1927 completion, including, but not limited to the following:

1928: Install corner sign
1948: Interior swimming pool ceiling repaired
1949: Install dumbwaiter
1955: Install elevator
1957: Replace 50x80 gymnasium floor
1958: Addition of 46x62 exercise room to NE elevation (conjectured to re: replacement of arched steel windows with wood at south elevation)
1965: Install 30x12 aluminum patio roof at courtyard
1970: Construct new handball courts at second floor
1976: Glass doors and transoms of residences covered/enclosed
1979: Renovate sauna and add spa pool/deck
2004: 1957-1958 addition removed at northeast elevation/openings enclosed
2016: Faux brick scoring added to lower east elevation; work begun on flat roof
2018: Flat roof repaired; Spanish roof barrel tile replaced where needed
2018: Windows boarded, exterior walls cleaned and painted; west elevation decorative sill removed for repairs

REVIEW OF CERTIFICATE OF APPROPRIATENESS

The evaluation of rehabilitating a local landmark building and an associated new construction as part of the COA process is important in terms of ensuring compatibility with the historic character of the historic building as it relates to design, scale, size, mass, materials, and orientation, relating in part to its historic architectural styling and ultimate appearance as part of adapting its use to one that is economically sound. In approving or denying COA applications for new construction, the CPPC shall consider the Request for New Construction and Alterations Assessment criteria below as part of their decision-making process. These criteria are based on the St. Petersburg Design Guidelines for Historic Properties, which are based generally on the U.S. Secretary of the Interior’s Standards for the Treatment of Historic Properties. In addition, recognized standards of urban design, cultural landscape, and historic preservation review are also referenced. The guidance that follows is intended to assist reviewers and decision-makers in considering how changes to historic buildings can be compatible and appropriate. In order to retain the strongest elements of historic character and recognition of that character within newer settings and contexts. For example, the guidelines included herein at minimum attempt to assess:

- whether a new addition’s size and scale radically changes or affects the appearance of the local landmark building;
- how a new addition’s design can fit into contemporary standards while also referencing the historic building, but without strict copying, and avoiding damage or destruction of historic materials, features, or relationships on the site, and how differentiation has been utilized in the proposed planning of the addition;
- the construction materials and detailing of the new addition should be compatible with the historic building; and
- when practicable, how a new addition is set back and located away from the public right of way in order to limit conspicuousness and severe alteration of the pedestrian experience.

Evaluation Criteria

Architectural Styling: No stylistic changes are proposed for the historic YMCA building, which is classified as a 1920s Mediterranean Revival architectural style. The proposed addition styling is a modern version of this Mediterranean Revival character that references the historic style of the YMCA building. This referencing is found in tiled roof parapet extensions, stucco elevation walls, and the suggestive casement window configuration. The proposed parapet detail at the rooftop bar tends to deviate from the purely Mediterranean Revival styling of the historic YMCA building in that it associates with a Mission parapet form. The proposed upper story tower at the southwest corner also represents a differentiation that is more classical in character, though referencing the arched windows somewhat of the historic YMCA building. However, this tower overall tends to overwhelm the historic building below with openings that are much too dominant and uncharacteristically tall for the smaller details found historically. With the certain exceptions identified and recommended herein, the overall proposed style would be appropriate and compatible in relation to the historic building.
**Height:** No changes are proposed to the height of the historic YMCA building's current building footprint, except where it meets the proposed addition at the northeast corner. The proposed addition is twice as tall as the historic YMCA building, reaching to a height of approximately 126 feet above ground level compared to approximately 70 feet in height for the latter. However, other similarly tall buildings are nearby, with the adjacent building to the north consisting of at least five stories immediately adjacent, and eight stories elsewhere on the site. In the case of the proposed addition, its height does not adversely affect the historic YMCA building due to its placement at the now vacant and less visible northeast corner where a previous structure was constructed in the 1950s. This structure was demolished in 2011 leaving a sandy lot and unsightly rear elevation walls along an alley and private drive. Also, there is no continuity of rooflines to conform to, since the heavy urban character of the area is intended for one of the highest development intensities in the City, and any suggestion of continuity between separate buildings in addition to the historic YMCA is not under consideration. Therefore, the proposed height of the addition is appropriate and compatible, with certain exceptions to be noted elsewhere in this report.

**Roofline:** No changes to the roofline of the historic YMCA building are proposed. The roofline of the proposed addition does not translate well to the historic YMCA building in that there is opposition in roof structural types from gable to hipped, parapet pitch extensions to flat and Mission, and the subtle irregularity of the historic YMCA building to a more involved, complexed array of the proposed addition. For example, the simple gable towers and tile-capped rooflines of the historic YMCA seem overwhelmed by the top-heaviness of the tower configuration of the proposed addition. However, as merely being attached at its northeast corner, and at an unrelated height difference, it is not readily apparent that any bulkiness or inordinate composure of the roofline of the proposed building would adversely affect the historic roofline elements, except through a visual incongruity, which is subject to individual interpretation. Except for where it meets the northeast corner of the historic YMCA building walls, a full visual and interpretive understanding of the historic roofline would continue to be available for view, with treatments incorporated to differentiate between old and new. As proposed, the roofline of the addition does not appear to be sufficiently appropriate or compatible. Instead, modification through open debate by the CPPC and/or through subsequent Staff approval is recommended. *(Condition 5)*

**Scale and Orientation to the Public View:** The proposed addition is set back from all public sidewalks and streets, and would be placed behind the historic YMCA building. Therefore, the pedestrian experience, as related to the historic feeling along the sidewalk would not change enough to warrant a concern. This is supported by the fact of the existing mid-rise building that currently creates a modern backdrop for the historic YMCA silhouette. The proposed addition would be constructed to its property boundary, which in the downtown fringe, is historically accurate and suitable to the dense setting of surrounding buildings. In many cases, separately owned buildings here were often attached and continuous along a street as part of zero lot line configurations with varied facades.

When considering how the scale and bulk of the proposed addition relates to the historic YMCA building as it adjoins its northeast quarter, it appears more bulky and awkward from its south and west elevation perspectives, as if clumsily attempting to blend in with the historic. Again, from these views, the proposed addition's upper stories appear to be bloated in comparison. The softer, more geometrics forms of the smaller historic YMCA building are inherently lost, giving way to what appears as a more voluminous inner spatial cavity and a mushrooming upper extent. The grandness of the upper story of the proposed addition is too extraneous in its attempt to reference the historic, while the historic uses well-fitted, smaller scale projections and extensions matched with like architectural detailing that works smoothly without over scaling.
Façade and Elevation Composure: No changes to the façade and south elevations of the historic YMCA building are proposed. The proposed addition does affect the northeast extent of the historic YMCA building at its north and east perpendicular indent, which is now a vacant lot. The associated elevation walls here, which have already been compromised by an earlier addition, would be altered again, and the existing openings likely altered to accommodate the new vertical structural system.

The east offset of the north elevation affected is currently the unremarkable wall of the former gymnasium consisting of four arched window openings and bands of squared, aligned window sets above and below the arches, and an access door at its eastern extent. The former handball courts were previously attached here, and all of the above openings were enclosed; the ghost outlines are still evident. The east wall of the primary building offset here, which makes up one side of the now vacant square plot, currently reveals an irregular and limited array of ten windows irregularly placed, some of which have been infilled with brick. The metal casements in these windows that remain would also be covered by the new vertical wall structure of the proposed addition, with no adverse effect due to previous undertakings, and the inconspicuousness of the walls to the rear of easily available public views.

The primary elevations of the proposed addition include the west and south walls, which compete with the relevant historic YMCA building walls. The east and south historic elevations were the historic entry points, each revealing an enormity of architectural detailing intended for public view and appreciation. It must be acknowledged that these elevations do themselves create a confused continuity where both symmetry and asymmetry are employed to deliver exterior aspects of appreciation guided somewhat by internal functions. Window bands along each floor level appear differently composed, with void and opening differentials that include open porches, columns, arcades, and surrounds configured meaningfully along the west elevation. The proposed addition's wall articulation may be too consistently placed, whereas, the upper extent may be too inconsistently placed. (Condition 6)

Materials and Architectural Detailing: No changes to the architectural details of the historic YMCA building are proposed, except for repair to damaged elements. In some cases, heavily deteriorated wood may be replaced with pressure treated pine. Damaged solid steel windows that reveal unreasonable deterioration would be replaced by metal clad windows in matching configurations. Based on a previous analysis, the existing bank of wood arched windows along the south elevation would be replaced with metal clad versus wood materials in order to provide consistency and to meet current building codes. It was determined from the previous evaluation of these windows, based on the 1925 and 1957 building plans, that solid evidence as to whether these windows were wood or steel, was inconclusive. The 1925 plans do indicate a type "P" window, but the respective plan detail description sheet is not available for interpretation. All other window sets on the building, including smaller casements with fanlights are specified as "Steel", according to types "A" - "Q". It is therefore conjectured that these windows too may have been of metal fabrication and changed to wood perhaps as part of a 1950s alteration. Except for the peacock sign to be repaired and relocated to an undesignated location on the building (tbd), all other details would be preserved in situ according to the Rehabilitation Plan.

For the proposed addition, the applicant would use a similar stucco exterior surface, which should be differentiated slightly from the original building surface. Window sills and eyebrows would be similarly made of pre-cast cement. Roof tile would match the existing historic roof tile profile.

Additional Considerations: A Rehabilitation Plan is required to be submitted for proper treatment of the overall building and its historic elements to guice future COA approval efforts that extend from this COA and the recommendations included herein. It is likely that future consideration by the CPPC for the various phases to be described in the Rehabilitation Plan will
be scheduled as a recurring process as determined by the HP Staff and the COA Review Matrix. (Condition 1)

Request for New Construction Assessment

General Criteria for Granting Certificates of Appropriateness

1. The effect of the proposed work on the landmark or the property upon which such work is to be done.

For a proper evaluation of the overall effects, it is important to assess the approach to be taken by the application regarding new construction of an addition in tandem with rehabilitation of the historic building, size and scale of the proposed addition that also includes a rooftop bar, its impact to historic materials, and how inconspicuous or not the proposed addition is in relation to the appearance and perception of the historic building, all according to the guidance offered by the LDRs, the Design Guidelines for Historic Properties, and the U.S. Secretary of the Interior's Standards, and COA precedents and decisions where the undertakings may have shared similarities.

First, the size and scale of the proposed rear addition is much less in footprint area than the historic building, comprising less than 20%, or about 18.3% of the historic building's footprint. The addition's proposed footprint would be generally square in shape and would replace a former building within approximately the same footprint. Its location is set back from the south and west elevations, and is in the furthest locational area away from pedestrian areas of east and south elevations, and instead would front what are now a side yard drive and public alleyway.

The most evident form of the proposed addition is in its height, which stands more than four stories above the highest point of the historic building's roof peak. However, given the locational placement of the proposed addition to the rear area, there would not appear to be any significant or adverse direct compromise of the readability of the primary elevations of the historic building. Also, the diversity of building types in the downtown fringe area, and the varied height levels do not create an obvious adverse impact based on a height differential. Varied heights of adjacent buildings and non-building structures are commonly found. Since no historic district or thematic program is involved, and therefore no compelling reason to require strict governance of scale when placing a new construct in an inconspicuous location such as the more utilitarian rear area, then scale becomes less critical in this case. The scale of a rear addition not keenly associated with the existing historic complex becomes part of the diversity of buildings in dense areas.

Second, impacts to highly exposed historic materials are minimal, since the proposed addition merely replaces another building that was attached similarly. Of course, the materials and historic openings along the east elevation within the footprint of the proposed addition would be lost as they become obscured by new wall construction. The west façade, as well as, the south and the primary north elevations would not otherwise be affected in an adverse manner by the proposed addition. The proposed south balcony creates the most adverse impact due to its length and tendency to obscure the basement (pool area) windows along this elevation. In this case, the scale of the balcony would run the entire length of the existing window ribbon for approximately 78 feet. However, as designed, it does not appear to negatively affect or compromise the integrity of the architectural flow of what had been formerly the gymnasium. Instead, it appears to incorporate pleasingly well as if it had been part of the original design. The proposed platform that makes up the base with a colonnade of open arches seems to represent a better design in framing the individual basement windows, while referencing the historic arches found elsewhere on the building.
This appears to be a better solution than full enclosure of the base in front of the historic window openings, or a design with more angular openings. As part of current code adaptation, the proposed entry doors are appropriate and will be needed for adequate ingress/egress. Historic tiles here are unfortunately impacted and there would be an awkward oscillation of movement and flow of the arch shapes, that tend to compromise the historic design, as proposed. This should be explored further as part of CPPC consideration or delegation to the staff for a more workable solution. The proposed accessible lift at the west end also appears awkwardly placed, and creates a mechanical-looking interference to the otherwise smart balcony addition. (Condition 7)

Third, regarding the location, or inconspicuousness of the proposed rear addition, the new building would be approximately 100 feet above pedestrian levels, approximately 45 feet above the roof height of the historic YMCA, but set back from the street fronting facades of the historic YMCA building. Basic line of sight trajectories would limit immediately apparent connections between old and new, and in most cases from proximate pedestrian vantage points within the abutting sidewalk construct. Other than the parapet system, the existing roof provides no contributing element to the building's visual quality or its historic significance, and the partially concealed rooftop additions would appear smaller than they really are.

This locational factor creates a circumstance of inconspicuousness and use of the least visible area of the building from pedestrian levels that, of course changes as one moves upward from the sidewalk. In the existing downtown setting with no area-wide thematic standard, variety in building and structure heights are ongoing and based upon an owner's desire to maximize development potential. Lacking a thematic or design directive based on a wider area than the subject property, an appropriate remedy other than avoiding more direct physical impacts and those of an obscuring nature, is not easily presented. Therefore, the apparent location of the proposed addition is generally compatible, with exceptions as noted herein.

2. The relationship between such work and other structures on the landmark site or other property in the historic district.

Not applicable.

3. The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture, materials, and color of the landmark or property will be affected.

Historic records indicate that the building has maintained much of its original form and materials, most of which would likely be recognized today from its original composition. With the proposed addition, little, if any of the character-defining features of the historic building will be directly affected. In fact, most observers may not be able to immediately discern that the proposed addition was added directly to the historic rear of the YMCA. This is mainly due to the varied building heights and forms that make up the downtown fringe area and skyline profile.

4. Whether the denial of a Certificate of Appropriateness would deprive the property owner of reasonable beneficial use of his property.

There is no evidence presented to indicate that denial of this COA and variance requests will deprive the owner of reasonable beneficial use of the property. However, any reuse of the existing historic building is an economic challenge without benefit of maximizing available square footage of the parcel, which is a standard pro forma for local valuation of
downtown fringe areas. Full rehabilitation of the historically significant aspects of the subject property are more likely then, with a full complement of new square-footage commercial, office, or residential use.

5. **Whether the plans may be reasonably carried out by the applicant.**

The proposed plans for rehabilitation of the historic building and a nine-story addition is reasonably designed, and there is no evidence presented or evaluated to date that indicates any major obstacles that would prevent such plans from being carried out by the applicant.

6. **Certificates of Appropriateness for non-contributing structures in a historic district shall be reviewed to determine whether the proposed work would negatively impact a contributing structure or the historic integrity of the district. Approval of a COA shall include any conditions necessary to mitigate or eliminate the negative impacts.**

Not applicable.

**Additional Guidelines for Alterations**

1. **A property should be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**

The property would adaptively change from a YMCA dormitory and athletic facility to a hotel. This represents and basic change from institutional residential/office/recreational to commercial as a hotel. The historic design of the building and its amenities are very suitable for reusing as a hotel. The applicant's intent is to significantly preserve the historic character of the YMCA building, while constructing an addition that references the historic, while serving a local need for overnight lodging, restaurant, and banquet uses. In addition, adaptively reusing the building enhances its economic viability given the extent of the rehabilitation necessary due to ongoing deterioration and outdated elements of the building.

2. **The distinguishing historic qualities or character of a building, structure, or site and its environment shall be preserved. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.**

The applicant is required to submit a detailed Rehabilitation Plan to be approved by the City's Historic Preservation staff. This plan would require preservation of as much historic fabric as is practical. No changes to the historic design is proposed other than repair and accessibility additions. Some historic elements such as the SW corner sign will be relocated after repairs are made to it. The existing stone elements, except for the voussoirs are to be painted using a natural, earthy color due to previous and inadvertent painting of the stone by the City in order to eliminate graffiti.

3. **Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings shall not be undertaken.**

No conjectural features are proposed as the historically documented windows and their configuration are to be replaced in-kind, except for their materials, which will match what is historic. It must be noted that the existing wood windows along the gymnasium's south elevation will be replaced with steel frames windows. It is unclear from available records whether these windows were original since wood windows are not identified on the available 1925 or 1957 plans.
4. **Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**

Some elements may have changed over time such as the roof tile and roof build-up, which have undergone ongoing in-kind repairs over time. No other distinctive alterations, additions, or detailing appears to have been added since 1925 that suggest a realization of newer elements now having significance. The former handball court addition from 1957 may have been able to reach a level of significance had it not been demolished. The interior metal spiral stair systems are historically significant and will be relocated in order to preserve them, though their function for accessing the elevated running platform will no longer be served.

5. **Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**

The applicant proposes to preserve the historic elements of the building in total as described in the Rehabilitation Plan, according to a phased program. *(Condition 1)*

6. **Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**

*NOTE: In order to understand the federal standards guideline referenced above regarding window replacement, a narrow examination of the provision suffices here. The provision recommends (underline by author)*

> Replacing in kind an entire window that is too deteriorated to repair—if the overall form and detailing are still evident—using the physical evidence to guide the new work. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered.

Obviously, the provision provides limited flexibility for replacement over repair under certain circumstances. For example, windows that are difficult to reach, or that are in comparatively inconspicuous locations may be suitable for replacement with alternative materials when they can be replaced in-kind; i.e., other than materials, all other key factors are closely copied or retained such as opening size, sash and light shape, size, and configuration, operation, color, muntin profile, etc.

The applicant is required to submit a Rehabilitation Plan for the historic building that provides a phased program over a period of three years to completion. It is recommended that all historic elements and the overall presentation of the historic design of the building be preserved where practicable, while allowing adaptive reuse of the building to accommodate viable new uses. This would lead to successful treatment of a building that is quickly deteriorating and reveals ongoing compliance issues. It is expected that the north and east walls of the building and all of its openings at the vacant plot will be irreversibly hidden where the proposed addition will connect to the existing structural walls.

7. **Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
Chemical and physical treatments are not part of the proposed scope of work, and shall not be used inadvertently without future approval by the City Historic Preservation Staff. It must be noted that some experimentation may be directed toward the natural stone base in order to remove the later paint patches. It is unlikely that this removal would yield a satisfactory result, and the better solution would fall to a paint application as identified in the Rehabilitation Plan.

**Additional Guidelines for New Construction**

1. **The height of the proposed building shall be visually compatible with contributing resources in the district.**

   The height of the proposed addition does not necessarily create an incompatibility depending on the final design of the new tower, especially at its upper floor and roof levels. In one aspect, it achieves compatibility in that it is located behind the significant architectural and aesthetic aspects of the historic YMCA. Thusly, it is fairly inconspicuous, and would tend to blend well within the surrounding downtown skyline, and that no local or national historic district is affected.

2. **The relationship of the width to height of the frontal elevation shall be visually compatible with contributing resources in the district.**

   There are two frontal elevations of the proposed addition, which are incorporated into the rear of the historic YMCA building. Due to the fairly inconspicuous location at the rear, the addition does not directly "relate" to the historic elements of the YMCA, and therefore, does not seem to compel a strong adherence to this guideline.

3. **The relationship of width of the windows to height of windows in a building shall be visually compatible with contributing resources in the district.**

   The windows in the proposed addition appear to reference the historic pattern without direct copying, but may require some refinements that encourage additional referencing such as the addition of minimal arches but with less direct replication, as may be more appropriate. Of note is that the east elevation does not carry any proposed windows due to a lack of property line setback and code requirements. The CPPC should consider if some modicum of windows should be permitted to enhance the proposed design at this elevation, especially at the upper floors. Input from the City Development Review Services Division is also required. (Conditions 6, 8)

4. **The relationship of solids and voids (which is the pattern or rhythm created by wall recesses, projections, and openings) in the front façade of a building shall be visually compatible with contributing resources in the district.**

   The proposed addition, as it relates to the frontal façade, would result in minimal, and less conspicuous visibility from pedestrian levels, than if it were constructed along one of the street frontages. Regarding available views from upper levels of surrounding buildings and vantage points, the proposed orchestration of tower appears to fit into the intense character of the DC-1 zoning district, while avoiding direct interference to the readability of the historic YMCA character and profile. However, some modifications may enhance compatibility and appropriateness with regard to the roofline and upper structure profile, and the fenestration applications along the west and south elevations. (Conditions 5, 6, 7, 8).

5. **The relationship of buildings to open space between it and adjoining buildings shall be visually compatible with contributing resources in the district.**
6. The relationship of entrance and porch projections to sidewalks of a building shall be visually compatible with contributing resources in the district.

Not applicable.

7. The relationship of the materials, texture, and color of the façade of a building shall be visually compatible with the predominant materials used in contributing resources in the district.

The proposed addition, with adherence to the Approval Conditions noted herein, would achieve enhanced compatibility in these areas.

8. The roof shape of a building shall be visually compatible with contributing resources in the district.

See above.

9. Appurtenances of a building such as walls, wrought iron, fences, evergreen, landscape masses, building facades, shall, if necessary, form cohesive walls of enclosures along a street, to insure visual compatibility of the building with contributing resources in the district.

The Applicant is required to provide a Streetscape Improvement Plan per the LDRs.

10. The size of a building, the mass of a building in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with contributing resources in the district.

See above.

11. A building shall be visually compatible with contributing resources in the district in its directional character, whether this be vertical character, horizontal character or non-directional character.

The proposed addition emphasizes a distinct vertical relationship to the historic building, serving as a new corner tower that due to its location to the rear of the visible west and south elevations is less conspicuous, and less directly associated with the historic building's roofline, profile, shape, and historic character at these primary elevations. Additional refinement of the proposed roofline, fenestration, and elevations is recommended to enhance compatibility and appropriateness.

12. New construction shall not destroy historic materials that characterize the property. The new construction should be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment;

The proposed addition is setback from the front façade and south and north elevations enough to be relatively inconspicuous. In this way, it is subordinate to the overall building and would not appear to adversely affect the character-defining elements and wall components of the historic YMCA presence.
It must be noted that the significant character defining elements of the hotel are not affected, and those elements that are deteriorated will be repaired or replaced in-kind.

The proposed addition, with referenced modifications, to the YMCA will also benefit the historic building's rehabilitation in a manner consistent with the historic character of other historically designated buildings in the Downtown St. Petersburg area. The proposed work will rehabilitate and enhance the use of a historic landmark building, which currently requires extensive structural repairs, including continued stabilization of the structure.

It is important to note that with the setback of the proposed structures, the massing, size, and scale of the historic building will remain identifiable even with added structures. Although the rear elevation requires variances for setbacks and distances from buildings, its location is not easily discernible to the general public, and instead appears along an alley with infrequent public access.

While the proposed building is conditioned herein to refer to the character of the existing local landmark building, its overall design, materials, method of construction, and approval conditions will cause it to be further differentiated from the local landmark through appropriate treatments that create strategic offsets, texture differences, and referential, but not duplicated voids, openings, and coursework detailing.

13. New construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Removal of the proposed addition after its construction would likely not create any noticeable effect to the frontal façade (west) and south elevations since it would be located at the rear and northeast where a previous addition was and is now demolished. These sections of the existing building are altered and openings have been previously closed with masonry, and are currently in states of advanced neglect. The proposed stairwell at the north elevation would also have no adverse effect due to the existing escape elements currently in disrepair, and the neglected condition of the vertical walls where the effect would occur. There is a concern that the south access ramp may have an adverse effect from its installation to the façade here, which will require scrutiny of its design and attachment. Depending on the scope of such installation and its effect on the historic wall, it may not be considered an irreversible effect.

RECOMMENDATION

COA 17-90200003: City staff recommends that the Community Planning and Preservation Commission Approve with Conditions this Conceptual Design Plan for the YMCA building, located at 116 Fifth Street South, subject to the following Approval Conditions. This does not constitute approval of any required final COA nor Variance. The Applicant shall return to the CPPC for such final approval, as may be required, on or before October 9, 2018 CPPC meeting.

1. Submit a detailed Rehabilitation Plan for review and approval by City Historic Preservation Staff by October 1, 2018.
2. Obtain all required Variances as referenced in this Staff Report by October 1, 2018.
3. Obtain a revised approval for an increased encroachment of the elevated balcony from the south elevation into the public sidewalk by up to 18 inches from the vertical wall of the existing historic building from the City Engineering Department by October 1, 2018.
4. Obtain City Council approval of the north alley Vacation, if necessary, by October 18, 2018,
5. The Applicant shall work with Staff to develop a more compatible roofline of the proposed addition.
6. The Applicant shall work with Staff and the CPPC to modify the west and south elevation fenestration.
7. The Applicant shall work with Staff and the CPPC to modify the proposed south balcony to reduce impacts to the historic wall tile and openings.
8. Obtain CPPC approval for allowing windows and other fenestration at the east elevation, and obtain the required neighboring property owner irrevocable permissions and variance approval by October 1, 2018.
9. Return to the CPPC for review and consideration at their October 9, 2018 meeting, of this proposal with all requirements completed and submitted by October 1, 2018.
10. All other codes, regulations, and standards, as applicable, apply. Any revisions pursuant to this Staff Report and these Approval Conditions, or architectural details not mutually agreed upon pursuant to these Approval Conditions, shall require a follow-up public hearing by the CPPC for review and approval.
Appendix A
Public Input

The following public input has been received by the Urban Planning and Historic Preservation Office as of July 2, 2018:

1. Thomas Nestor has applied as Registered Opponent.
Appendix B
Photographs

Photo 1: West façade looking southeasterly. Photo by Staff, 2018.
Photo 2: South elevation. Photo by Staff, 2017.
Photo 3: North elevation at alley. Photo by Staff, 2018.
Photo 4: North elevation at alleyway. Photo by Staff, 2018.
Photo 5: Courtyard view from roof. Photo by Staff, 2018.

Photo 6: View looking upward at the NW corner details. Photo by Staff, 2017.
Photo 7: Courtyard entry. Photo by Staff, 2017.

Photo 8: Existing peacock sign at SW corner. Photo by Staff, 2017.
Photo 9a: NE corner of historic building and plot prior to code compliance response where proposed addition would be located. Photo by Staff, 2017.

Photo 9b: NE corner of historic building and plot after code compliance response where proposed addition would be located. Photo by Staff, 2018.
Photo 10: Ongoing graffiti problems over natural stone plinth painted by City as remediation. Photo by Staff, 2017.
Appendix C
COA Application

(document follows as attached without page numbering)
June 8, 2018

RE: Edward Boutique Hotel
   Former YMCA
   COA-17-90200003

Larry,

Completing the resubmittal for the above referenced COA has been a difficult one in that the City has a deep concern for the proper preservation of the Historic former YMCA Building, but its neglect and financial damage caused by sitting partially demolished since the unfortunate 2008 real estate collapse was certainly a major factor in its present condition.

As you know, Nick Ekonomou has endured a two year legal entanglement that seruptishously and un-necessary caused a continued delay.

However, the City must recognize that any significant Historical structure must balance its continued life with further restoration and financial success, to encourage and promote successful preservation.

I will further address this issue in my point by point responses as follows:

1) The attached Site Plan is now an overlay on the survey and reflects the underground utilities out of the construction envelope and slightly encroaching on the four (4) foot cantilever of the habitable space approximately 16 feet above. An alley vacation would provide the necessary 4'-0" encroachment and still provide 16 foot separation from the building preventing sharing the alley. There is an existing platform remaining from the original construction five (5) foot encroachment adjacent to the proposed new exit stair and a 3'-0" balcony at the Fifth Street corner of the alley. Also, the additional 5 foot building
encroachment is the only means of fitting necessary functional new rooms
designed to marketable standards in the new tower which is the only place
available on the limited site area for necessary meaningful room addition.
These existing structures are precedent and already limit unusually high traffic
adjacent to the building and should not be removed.
Further, the existing building has major intrusions on its potential future success
which goes hand in hand with a viability and contained functionality for any
preservation are as follows:

- Low ceilings
- Difficult adaptation to HVAC, electrical and plumbing
- Limited construction flexibility
- Fragile dated construction methods
- Poor environmental efficiency
- Limited ability to adapt to stringent codes

The financial success and viability of the building is dependent upon the
maximum development of the remaining open space available, increasing the
financial viability of this stately structure. The City’s flexibility and assistance in
accomplishing both Historic and financial goals is imperative.

2) The requested expansion of the south row balcony encroachment is a necessary
means of egress and ADA access to the ballroom (present gymnasium) as there
is no other code compliant option available. The use of this grand space as a
ballroom will be a centerpiece to special events and weddings it hopes to host.

3) North elevation must have windows and even with the requested 4’
encroachment they are over 16 feet away from the existing office building.
Windows will be limited in size to complement the existing buildings windows
and be historically correct.

4) We have removed the windows from the additions east elevation. The existing
building has no existing windows on that elevation and although we have
matched that lack of fenestration we do feel that when the new tower with 25
new rooms exceeds the height of the existing building windows would be an
appropriate request that would enhance that building elevation.
5) It is virtually impractical and unrealistic to impose 30% fenestration while attempting compatibility with the Historic structure. We would request a variance from that requirement.

6) We would request an exclusive permitted use of the adjacent sixteen Second Avenue South in street parking spaces as a permanent special exception. We will of course be dependent on valet parking acquisitions on one of the existing or proposed parking structures in close proximity to the building. The building cannot function without adequate parking and valet is the only available option, with the exclusive use of the 16 street spaces being our only life line to guest access, unloading valet and registration. We request this variance be granted.

7) We have implemented our deletion of windows on the attached elevations and request that they be allowed on upper floors only when above adjacent building.

8) Guests will be coming to enjoy this Historic Building. We have attempted to design a compatible addition that demonstrates materials and features complimentary but not copying the historic structure. As a hotel, guests will want to feel a part of the historic structure and its charm. We feel to stray too far from the charm of the existing structure would not be a desirable approach. We are open to moderate adaptation.

9) The eighth floor is a penthouse with high ceilings.

10) The square footages presented are net interior calculations.

11) Additional graphic representations will accompany this request.

12) Updated plans addressing all dimensional and building information are attached that address all items covered in your review and our response.

13) We are submitting a complete rehabilitation plan prior to our scheduled departmental meeting scheduled for July.

14) We will meet again with zoning staff to discuss all requested variances a list of which is attached as Exhibit “A” here-to.

15) An updated color rendering is being submitted.

I believe we have addressed what we feel are the necessary accommodations and variances we are seeking, and appreciate the City staff’s good will and assistance to date.
We hope this COA submittal will result in a mutually and well received historic preservation of one of St. Petersburg's last Grand Dames of the past.

We would here-in request your support of the required variances.

Please feel free to call me with any additional questions.

Thank you,

Jack Bodziak, Architect, A.I.A.
CERTIFICATE OF APPROPRIATENESS

Application No. 17-9000003

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

NAME of APPLICANT (Property Owner): N.E. Apartments Associates INC and/or new entity/LLC

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<tr>
<td>City, State, Zip:</td>
<td>St. Petersburg, Fl 33701</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>(954)449-5916</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:theedward.nick@gmail.com">theedward.nick@gmail.com</a></td>
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NAME of AGENT or REPRESENTATIVE: Nicholas Ekonomou

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<tbody>
<tr>
<td>City, State, Zip:</td>
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</tr>
<tr>
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PROPERTY INFORMATION:

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AUTHORIZATION

City staff and the designated Commission will visit the subject property during review of the requested COA. Any code violations on the property that are noted during the inspections will be referred to the city’s Codes Compliance Assistance Department.

By signing this application, the applicant affirms that all information contained within this application packet has been read and that the information on this application represents an accurate description of the proposed work. The applicant certifies that the project described in this application, as detailed by the plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. Further, the applicant agrees to conform to all conditions of approval. It is understood that approval of this application by the Commission in no way constitutes approval of a building permit or other required City permit approvals. Filing an application does not guarantee approval.

NOTES: 1) It is incumbent upon the applicant to submit correct information. Any misleading, deceptive, incomplete or incorrect information may invalidate your approval. 2) To accept an agent's signature, a notarized letter of authorization from the property owner must accompany the application.

Signature of Owner / Agent: Nicholas Ekonomou Date: Jan 11, 2017

UPDATED 09-12-2012
All applications must provide justification for the requested COA based on the criteria set forth in the Historic and Archaeological Preservation Overlay (City Code Section 16.30.070). These criteria are based upon the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties (available online at www.nps.gov/history/hps/tps/standards_guidelines.htm). Please type or print clearly. Illegible responses will not be accepted. Please use additional sheets of paper if necessary.

**GENERAL INFORMATION**

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Estimated Cost of Work: $450,000.00-$16,000,000.00

**WRITTEN DESCRIPTION OF PROPOSED WORK**

Explain what changes will be made to the following architectural elements and how the changes will be accomplished. Please provide a detailed brochure or samples of new materials.

1. Structural System
   The structural system of the building will not be altered or changed in any way, as well as the architectural nature and features of the building will not be altered in any way.

2. Roof and Roofing System
   Will remain intact and unchanged other than replacement of rotten wood where needed as well as replacement of re-roofs.
3. Windows
   As previously discussed with Larry and Derek the existing windows/doors are being replaced due to 30% of them missing and stolen they will be replaced with same light kind metal material and casement in style with muntins (mullins) and Mullins to match the existing windows/doors throughout the entire building. Subject to Review by HP.

4. Doors
   As previously discussed with Larry and Derek the existing windows/doors are being replaced due to 30% of them missing and stolen they will be replaced with same light kind metal material and casement in style with muntins and Mullins to match the existing windows/doors throughout the entire building. Subject to Review by HP.

5. Exterior siding
   N/A

6. Decorative elements
   To remain untouched and preserved where and when needed.

7. Porches, Carriage Porch, Patio, Carport, and Steps
   To remain untouched and preserved where and when needed.

8. Painting and/or Finishes
   To be repainted and water proofed with the existing colors as it is shown currently with potential small color change if deemed appropriate.

9. Outbuildings
   New construction component in previous racquet ball court building area (Approve Review)

10. Landscaping, Parking, Sidewalk, Garden features
    To remain untouched and preserved where and when needed.

11. Other
    As it becomes necessary we will add additional items and supplements to this COA as work progresses, we request that these items be added to the current COA.

Corner sign.
Appendix D
Supporting Documents

(documents follow as attached without page numbering)
December 18, 2017

Nick Ekonomou  
Florida Fair Housing Corporation  
PO Box 330537  
Miami, Florida 33233  

Real Estate and Property Management  
City of St. Petersburg  
P.O. Box 2842  
Saint Petersburg, Florida 33731  

Re: Case No.: 12-33000018  
Address: 116 5th Street South  
19/31/17/74466/038/0110  

Request: Approval of an extension from February 7, 2018, to February 7, 2019 of an approval of the partial street vacations of 2nd Avenue South and 5th Street South abutting the southern and western sides of 116 - 5th Street South (Lots 11 - 14, Block 38, Revised Map of the City of St. Petersburg), and the associated portion of the intersection.  

Dear Applicant:  

This application to the Development Review Commission (DRC) has been administratively approved, thereby approving the extension of approval of the above-referenced case from February 7, 2018, to February 7, 2019. Upon review of the criteria of 16.70.010.9, the St. Petersburg City Code permits administrative approval of applications, following the prescribed notice.  

CONDITIONS OF APPROVAL:  

1. The applicant shall comply with all previous conditions of approval set forth in Case No. 12-33000018.  

If there are any questions, please feel free to call Kathryn Younkin at 727-892-5958.  

Sincerely,  

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

Enclosures: Ordinance 1046-V  

EA/KAY:lw  

Nick Ekonomou  
ehff.nick@gmail.com  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  
T: 727-893-7171
ORDINANCE NO. 1046-V

AN ORDINANCE APPROVING THE PARTIAL STREET VACATIONS OF 2nd AVENUE SOUTH AND 5th STREET SOUTH ABUTTING THE SOUTHERN AND WESTERN SIDES OF 116 - 5TH STREET SOUTH (LOTS 11 - 14, BLOCK 38, REVISED MAP OF THE CITY OF ST. PETERSBURG), AND THE ASSOCIATED PORTION OF THE INTERSECTION; PROVIDING AN EXCEPTION TO CERTAIN CONDITIONS IN THE CITY CODE; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission:

Portions of 2nd Avenue South and 5th Street South contiguous to the southern and western sides of the property located at 116 - 5th Street South, being more specifically described as:

Beginning at the Southeast corner of Lot 14, Block 38 of Revised Map of the City of St. Petersburg as recorded in Plat Book 1, Page 49 of the public records of Hillsborough County of which Pinellas County was formerly a part; Thence the following courses and Distances: South, 20 feet; S39°48'20"W, 19.53 feet; West, 147.50 feet.; To a curve, having a radius of 35 feet, an arc length of 54.98 feet, a chord length of 49.50 feet, and a chord bearing N45°00'00"W; North, 100 feet; East, 35 feet to the Northwest corner of Lot 11, Block 38 of said Plat Book 1, page 49; South, 100 feet, coincident with the West lot line of said Lot 11 to the Southwest corner of said Lot 11; East, 160 feet, coincident with the South boundary line of said Block 38 to the Point of Beginning.

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

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

1. This vacation shall not become effective until all required conditions have been completed and the ordinance has been recorded.
MINOR EASEMENT PERMIT
City of St. Petersburg, Florida

For Work Within Any Public Right-of-Way or City Owned Property

Application by: VPC 3 ll, LLC
Address: 125 - 3RD STREET SOUTH
ST. PETERSBURG, FLORIDA 33701

Office Contact: PATRICK J. PENROSE
Field Contact: 

| Permit Fee: 185.50 | Connection Fee: 0.00 | Construction Fee: 0.00 | Total Fee: 185.50 |

A minor easement to allow the construction of two entry stairs and elevated walkways with hand railing within the 2nd Avenue South right-of-way, for the project known as The Seville Condominiums at The Historic YMCA, located at 116-5th Street South and platted as Lots 0110, Block 038, Revised Map of the City of St. Petersburg.

The metal stairs and elevated walkways with hand railing will encroach 6-feet in width and a total length of 87-feet and height of 9-feet -10-inch into the northern parkway of 2nd Avenue South, east of 5th Street South. As a condition of approval the applicant must maintain planter areas on each side of the elevated walkways as shown on the foreign drawing number 05-113-01-02.

As a condition of this approval the applicant is required to obtain all necessary permits from the Engineering, Department and the Development Review Service Permitting Division, prior to construction.

| Engineering Dept. Plan No.: 05-113-01-02 | ATLAS SH. NO.: F-1 |

Applicant's Signature: 
Date: 11/4/05

STANDARD CONDITIONS

The applicant/owner shall be responsible for maintenance of and any injury or damage caused by the structure(s) including court cost and attorney's fees; also for the removal of the structure(s) within thirty days if so requested by the City of St. Petersburg.

The City shall not be responsible for the restoration of the structure(s) should the City be required to perform maintenance or any other activity associated with the use of the referenced easement / right-of-way.

All other applicable City of St. Petersburg and other governmental approvals and / or permits are the responsibility of the applicant to obtain.

An Agreement between the City of St. Petersburg, the Applicant and his successors and assignees (collectively "Occupant"), to indemnify and hold the City harmless and providing other conditions, is incorporated into and made a part of this Minor Easement.

DISTRIBUTION: CLERK OF COUNCIL (ORIGINAL)
HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 13th day of October, 2025, between the City of St. Petersburg, Florida ("City") and VPC 3 II, LLC and his successor and assigns (collectively "Occupant").

WITNESSETH:

WHEREAS, the City is the owner and holder of a certain right-of-way or easement which Occupant desires to occupy and use pursuant to a minor easement; and

WHEREAS, Occupant, in exchange for the right to occupy and use said property, is agreeable to maintain and indemnifying the City for any personal injury or property damage that may occur on the property during its occupation and use.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follow:

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

2. PROPERTY. The Occupant shall be permitted to occupy and utilize that portion of the right-of-way or easement which is owned and held by the City and which is more specifically described in the attached Exhibit "A" which is incorporated herein by reference ("SITE"), subject to the terms and conditions of the minor easement Occupant’s usage shall conform to all applicable Federal, State, County and City laws and regulations.

3. TERM. The right of the Occupant to occupy and utilize the Site:
   For an indefinite period of time, subject to the terms and conditions stipulated in the Minor Easement application.

4. USAGE. The Occupant shall have non-exclusive right to occupy and utilize the Site for the following purposes: Two entrance stairs for the redevelopment of the Historic YMCA.

5. The Occupant shall protect, defend, hold harmless and indemnify the City from and against any and all actions, claims, damage and/or loss including court cost and attorney's fees, arising in any manner from the occupation and usage of the Site by the Occupant, its officers, employees, agents, and contractors.
WHEREFORE, the parties hereto have set their hands on the date first above written.

WITNESSES:
SIGN: Patrick J. Panzer
PRINT: Patrick J. Panzer
SIGN: Maryellen Dowdy
PRINT: Maryellen Dowdy

ATTEST: 
CITY CLERK

Approved as to form and content:

City Attorney or designee

OCCUPANT
BY:
PRINT: Kenneth W. Henetrick

CITY OF ST. PETERSBURG
BY: Thomas B. Hahn
ITS: Engineering Director
Appendix E
Plans and Drawings

(applicable graphics follow as attached without page numbering)
INTERIOR REMODEL AND ADDITION TO
FORMER YMCA
THE EDWARD
ST. PETERSBURG, FLORIDA 33701

LOCATION MAP
SCALE: 1"= 30' - 0"
FLOOD ZONE: "C", ACCORDING TO F.I.R.M. #125148-0023-B
DATED: 9-30-83

LEGAL DESCRIPTION:
LOTS 11, 12, 13, & 14, BLK 38, REVISED MAP OF CITY OF ST. PETERSBURG
AS RECORDED IN PLAT BOOK H1, PAGE(S) 49, PUBLIC RECORDS PINELLAS COUNTY, FLORIDA

ADDRESS:
116 5TH STREET SOUTH
ST. PETERBURG, FLORIDA

5TH STREET SOUTH (FIELD)
5TH AVENUE SOUTH (PLAT)
100' RIGHT-OF-WAY

SCALE: 1" = 30'

19.8' ASPHALT TRAVELWAY

TWO STORY MASONRY

LOT 10 BLK 38
LOT 9 BLK 38
LOT 8 BLK 38
LOT 7 BLK 38

50.0'
The following page(s) contain the backup material for Agenda Item: Approving an increase in the amount of $910,000 to the allocation for the agreement with Bayfront HMA Wellness Center, LLC, for quality health care and wellness services to City employees and eligible retirees and dependents, providing that the total contract amount shall not exceed $3,289,300. Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an increase in the amount of $910,000 to the allocation for the agreement with Bayfront HMA Wellness Center, LLC, for quality health care and wellness services to City employees and eligible retirees and dependents, providing that the total contract amount shall not exceed $3,289,300.

Explanation: On July 21, 2016, City Council approved a three-year agreement for an employee health and wellness center through August 4, 2019, with renewal options.

Since 2016, volume at the Wellness Center has increased 36%, from 4,160 participants to 5,664 participants annually. In addition, there were 2% annual price increases in August 2017 and August 2018, in accordance with contract terms. Due to the increased census, the cost of medications, immunizations and laboratory tests, pass-through costs have increased 50% from 2016. As a result, an increase in allocation is requested.

Bayfront HMA Wellness Center provides services performed by medical professionals, including, but not limited to, primary and preventive care, chronic condition management, acute care, health risk assessments and the dispensing of medications, vaccines and laboratory tests. Bayfront will continue to maintain all necessary licenses, certifications, accreditations and insurance and will be responsible for the recruiting, employing and supervising of all medical and non-medical staff. Medical records remain with the Center and patient information is not available to City staff.

The Center is staffed by a full-time board-certified family practitioner, a full-time advanced nurse practitioner (APRN), two medical assistants and one dedicated account manager. Hours of operation are 7:00 AM to 5:30 PM Mondays, Wednesdays and Fridays and 9:30 AM to 7:00 PM Tuesdays and Thursdays.

There is no charge for Center services for full- and eligible part-time employees. Dependents of employees who are currently enrolled in a City health plan and retirees and their dependents who are enrolled in a City health plan and are not covered by Medicare may also receive services at no charge.

The Procurement Department, in cooperation with the Human Resources Department, recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement</td>
<td>$2,379,300</td>
</tr>
<tr>
<td>Allocation increase</td>
<td>910,000</td>
</tr>
<tr>
<td>New contract total amount</td>
<td>$3,289,300</td>
</tr>
</tbody>
</table>

The vendor has demonstrated the ability to comply with the terms and conditions of the contract. Administration recommends approval of the increase in allocation based on the increase in demand and the vendor's past satisfactory performance.
Cost/Funding/Assessment Information: Funding for the Center is included in the total budget for the City's group health program. Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Group Benefits (0901177).

Attachments: Resolution

Approvals:

[Signatures]

Administrative  Budget
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $910,000 TO THE ALLOCATION FOR THE AGREEMENT WITH BAYFRONT HMA WELLNESS CENTER, LLC FOR HEALTH AND WELLNESS SERVICES TO CITY EMPLOYEES AND ELIGIBLE RETIREES AND DEPENDENTS; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $3,289,300; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 21, 2016, City Council approved a three-year agreement ("Agreement") with renewal options, with Bayfront HMA Wellness Center, LLC for health and wellness services to City employees and eligible retirees and dependents for the Human Resources Department; and

WHEREAS, an increase in the amount of $910,000 to the allocation for this Agreement is necessary to support increased program participants and annual price increases; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Human 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 increase in the amount of $910,000 to the allocation for the Agreement with Bayfront HMA Wellness Center, LLC for health and wellness services to City employees and eligible retirees and dependents for the Human Resources Department is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $3,289,300.

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)
00396669
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services, at an estimated annual cost of $255,000 for a total contract amount of $756,220. Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services, at an estimated annual cost of $255,000 for a total contract amount of $756,220.

Explanation: This purchase is being made under the City of Orlando Contract No. RFP14-0312.

On November 12, 2015, City Council approved a two-year agreement for pay-by-credit-card parking meter mechanisms and related services. On October 5, 2017, City Council approved the first renewal through October 15, 2018. This is the second and final renewal.

The vendor provides all equipment, software applications and secure credit card payment processing for city parking meters. The pay-by-credit-card mechanisms allow access to real time parking meter data, solar power technology, and a comprehensive web-based meter management system. They also provide training and technical support for the software. There are reoccurring fees of $5.75 per meter, per month for the web management system and meter data communications for payment processing, as well as $0.13 cents per transaction for credit card use.

The initial phase new meter head installation was completed in January 2016. A second phase of new meter head installation began in April 2017 and is ongoing. Since 2016, credit card transactions have increased from 200 credit card transactions per day to 630 credit card transactions per day. A third phase of new meter head installation of 300 meters is planned in 2019, and credit card transactions are expected to double to 1,200 per day with this installation.

The Procurement Department, in cooperation with the Transportation and Parking Management Department, recommends renewal:

<table>
<thead>
<tr>
<th>IPS Group Inc. (San Diego)</th>
<th>$255,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement</td>
<td>$501,220</td>
</tr>
<tr>
<td>1st renewal (no increase required)</td>
<td>38,000</td>
</tr>
<tr>
<td>2nd renewal</td>
<td>255,000</td>
</tr>
<tr>
<td>New Agreement Amount</td>
<td>$756,220</td>
</tr>
</tbody>
</table>

IPS Group, Inc. has agreed to hold prices firm under the terms and conditions of the City of Orlando Contract No. 14-0312 dated June 27, 2014. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from October 16, 2017 through October 15, 2019, with no renewal options remaining.
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Parking Operating Fund (1021-1957 (5430110)).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH IPS GROUP INC. FOR PAY-BY-CREDIT-CARD PARKING METER MECHANISMS AND RELATED SERVICES TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE SECOND RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $255,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $756,220; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 12, 2015, City Council approved the award of a two-year agreement ("Agreement") with two one-year renewal options to IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services for the Transportation and Parking Management Department for $501,220 for the initial term pursuant to the City of Orlando Contract No. 14-0312, dated June 27, 2014; and

WHEREAS, on October 5, 2017, City Council approved the first one-year renewal option to the Agreement in the amount of $38,000 for that renewal term (for a total contract amount of $539,220); and

WHEREAS, Administration desires to amend the Agreement to exercise the second renewal option and provide funding in the amount of $255,000 for the second renewal term of this Agreement (for a total contract price not to exceed $756,220); and

WHEREAS, IPS Group Inc. has agreed to hold prices firm under the terms and conditions of the City of Orlando Contract No. 14-0312; 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 an amendment to the agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services to extend the term and increase the contract price for the second renewal term in an amount not to exceed $255,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $756,220.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00399333
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a contract purchase agreement with W.W. Grainger Inc., for facilities maintenance, repair and operating supplies in the amount of $225,000 for the Water Resources Department, for a total contract amount of $400,000.
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a contract purchase agreement with W.W. Grainger Inc., for facilities maintenance, repair and operating supplies in the amount of $225,000 for the Water Resources Department, for a total contract amount of $400,000.

Explanation: On January 4, 2018, City Council approved an agreement for facilities maintenance, repair and operating supplies through October 21, 2018. On August 20, 2018, administration approved an allocation increase of $25,000. This is the final renewal.

The vendor furnishes and delivers items such as hand and power tools, lamps, ballasts, ladders, hoists, grinders, hydraulic and pneumatic equipment, generators, pumps, electric motors and vibratory compactors. Under this agreement, the vendor provides in-store P-Card purchasing, an electronic catalog, online inquiry, and online ordering. The primary users are the Water Resources; Parks and Recreation; Stormwater, Pavement and Traffic Operations; and Fleet Management departments.

The Procurement Department, in cooperation with the Water Resources Department, recommends renewal utilizing the Sourcewell Contract No. 091214:

<table>
<thead>
<tr>
<th>W.W. Grainger Inc. (Lake Forest, IL)</th>
<th>$225,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreed amount</td>
<td>$150,000</td>
</tr>
<tr>
<td>Administrative Increase</td>
<td>25,000</td>
</tr>
<tr>
<td>1st renewal</td>
<td>225,000</td>
</tr>
<tr>
<td>Total Agreement Amount</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

W.W. Grainger Inc. has agreed to uphold specifications, terms and conditions of the Sourcewell Contract No. 091214, dated September 15, 2014. Administration recommends renewal of the agreement based upon the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. This purchase is made in accordance with Section 2-256(2) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities. The renewal will be effective through October 21, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Water Resources Operating Fund (4001), and Fleet Management Fund (5001).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING A RENEWAL TO THE AGREEMENT WITH W.W. GRAINGER INC. FOR FACILITIES MAINTENANCE, REPAIR, AND OPERATING SUPPLIES TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THIS RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $225,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $400,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2018, City Council approved the award of a one-year agreement ("Agreement") with a one-year renewal option to W.W. Grainger Inc. for facilities maintenance, repair, and operating supplies for the Water Resources Department utilizing Sourcewell Contract No. 091214 in accordance with Section 2-256(2) of the Procurement Code; and

WHEREAS, on August 20, 2018, Administration approved an increase in the amount of $25,000 to the allocation for this Agreement (for a total contract amount not to exceed $175,000); and

WHEREAS, Administration desires to amend the Agreement to exercise the renewal option and provide funding in the amount of $225,000 for this renewal term (for a total contract price not to exceed $400,000); and

WHEREAS, W.W. Grainger has agreed to hold prices firm under the terms and conditions of Sourcewell Contract No. 091214; 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 a renewal to the agreement with W.W. Grainger Inc. for facilities maintenance, repair, and operating supplies to extend the term and increase the contract price for this renewal term in an amount not to exceed $225,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $400,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)

00396719
The following page(s) contain the backup material for Agenda Item: Approving three-year blanket purchase agreements with Diamond R Fertilizer Co., Inc., Harrells, LLC, and Howard Fertilizer & Chemical Company, Inc. for fertilizer for the Parks & Recreation Department and Golf Courses, in the amount of $200,000.
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving three-year blanket purchase agreements with Diamond R Fertilizer Co., Inc., Harrell’s, LLC, and Howard Fertilizer & Chemical Company, Inc. for fertilizer for the Parks & Recreation Department and Golf Courses, in the amount of $200,000.

Explanation: The Procurement Department received five bids for fertilizer. The vendors will furnish and deliver products such as greens blend, turf blend with pre-emergent herbicide, turf blend with Ronstar and calcium nitrate. These products are used to promote turf growth and enhance soil effectiveness. The primary users of these agreements are the Parks & Recreation Department and Golf Courses.

The Procurement Department, in cooperation with the Golf Courses and Parks & Recreation Department recommends for award:

Chemicals, Fertilizers ...........................................$200,000

Diamond R. Fertilizer Co., Inc. (Ft. Pierce, FL)
Harrell’s, LLC (Lakeland, FL)
Howard Fertilizer & Chemical Company, Inc.
(Orlando, FL)

The vendors have met the specifications, terms and conditions of IFB No. 6863, dated June 8, 2018. The agreements will be effective from the date of approval through September 30, 2021, with one, two-year renewal option. Blanket purchase agreements will be issued and will be binding only for actual services rendered. Amounts paid to the vendors pursuant to these agreements shall not exceed a combined total of $200,000 during the term of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) and Golf Courses Operating Fund (4061).

Attachments: Bid Tabulation
Resolution

Approvals:

By: Administrative

By: Budget
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>EAU UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fertilizer, 18-0-18, Turf Blend 50% slow release 2% iron Turf Blend 50% SRN from Polymer coated, 200% Fe Sulfate and with Biosolids</td>
<td>600 BAG</td>
<td>$15.23</td>
<td>$9,135.00</td>
<td>$16.50</td>
<td>$9,900.00</td>
<td>$15.40</td>
<td>$9,240.00</td>
<td>$13.30</td>
<td>$7,980.00</td>
</tr>
<tr>
<td>2</td>
<td>Fertilizer, 19-0-19, Turf Blend with Preemergent Herbicide, 1.31%, Turf Blend w/ Preemergent with 80% Pendimethalin, 50% Polymer coated and with Biosolids</td>
<td>240 BAG</td>
<td>$22.80</td>
<td>$5,472.00</td>
<td>19.86</td>
<td>4,766.40</td>
<td>19.65</td>
<td>4,716.00</td>
<td>18.35</td>
<td>4,404.00</td>
</tr>
<tr>
<td>3</td>
<td>Fertilizer, 15-1-15, Turf Blend with Ronstar 1.00% (Turf Blend w/ Preemergent with .85% Pendimethalin, 50% Polymer coated and with Biosolids)</td>
<td>240 BAG</td>
<td>$29.14</td>
<td>$6,993.84</td>
<td>32.50</td>
<td>7,800.00</td>
<td>32.25</td>
<td>7,740.00</td>
<td>31.40</td>
<td>7,536.00</td>
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<tr>
<td>4</td>
<td>Fertilizer, 21-0-0, Greens Grade</td>
<td>140 BAG</td>
<td>$15.00</td>
<td>600.00</td>
<td>6.95</td>
<td>973.28</td>
<td>13.75</td>
<td>1,941.80</td>
<td>11.81</td>
<td>1,853.00</td>
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<tr>
<td>5</td>
<td>Fertilizer, 8-2-0, Milorganite, Greens Grade</td>
<td>200 BAG</td>
<td>$29.90</td>
<td>5,990.00</td>
<td>20.70</td>
<td>4,140.00</td>
<td>25.30</td>
<td>5,050.00</td>
<td>23.63</td>
<td>4,726.00</td>
</tr>
<tr>
<td>6</td>
<td>Fertilizer, 24-0-8, Slow Release with 30% ammoniacal Nitrogen Sulfate, 40% Sulfur Coated Urea, 30% Methylenediamine, 2% chelated Iron and .1% manganese</td>
<td>940 BAG</td>
<td>$18.62</td>
<td>17,502.80</td>
<td>19.78</td>
<td>18,593.20</td>
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<td>19,176.00</td>
<td>18.85</td>
<td>17,719.00</td>
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<td>7</td>
<td>Fertilizer, 24-0-11 with 50% SRN</td>
<td>80 BAG</td>
<td>$15.71</td>
<td>1,256.80</td>
<td>17.16</td>
<td>1,372.56</td>
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<td>1,225.00</td>
<td>16.74</td>
<td>1,339.20</td>
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<td>8</td>
<td>Fertilizer, 18-0-10, Allectus 225, 72% Polyphosphate</td>
<td>140 BAG</td>
<td>$26.14</td>
<td>7,319.20</td>
<td>26.14</td>
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<td>21.15</td>
<td>4,922.00</td>
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<td>9</td>
<td>Fertilizer, 18-0-10, Alectus 225, 72% Polyphosphate</td>
<td>400 BAG</td>
<td>$14.45</td>
<td>2,980.00</td>
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<td>10</td>
<td>Calcium Nitrate (Solution Grade) 15.5-0-0</td>
<td>120 BAG</td>
<td>$200.00</td>
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<td>11</td>
<td>Nimitz Pro G (40 lb Pail)</td>
<td>256 BAG</td>
<td>$121.78</td>
<td>31,438.80</td>
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<td>12</td>
<td>Nematicide, Indemnity, (17.1 ounce bottle)</td>
<td>64 BAG</td>
<td>$63.24</td>
<td>4,094.40</td>
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<td>13</td>
<td>Divanem (.5 gallon)</td>
<td>96 BAG</td>
<td>$135.00</td>
<td>13,024.00</td>
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<td>14</td>
<td>Chipco Choice Insecticide Application</td>
<td>96 BAG</td>
<td>$180.00</td>
<td>17,280.00</td>
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Subtotal: $52,550.44 $56,501.76 $129,230.60 $132,775.60 $143,046.00
Total: $52,550.44 $56,501.76 $129,230.60 $132,775.60 $143,046.00

Awarded

City of St. Petersburg
Bid Tabulation
Procurement and Supply Management
A RESOLUTION APPROVING THE AWARD OF
THREE-YEAR BLANKET PURCHASE
AGREEMENTS WITH ONE TWO-YEAR
RENEWAL OPTION TO DIAMOND R.
FERTILIZER CO., INC., HARRELL’S, LLC, AND
HOWARD FERTILIZER & CHEMICAL
COMPANY, INC. FOR FERTILIZER FOR THE
PARKS AND RECREATION DEPARTMENT
AND GOLF COURSES; PROVIDING THAT THE
TOTAL AMOUNT FOR THE ABOVE
REFERENCED AGREEMENTS SHALL NOT
EXCEED $200,000; AUTHORIZING THE
MAYOR OR HIS DESIGNEE TO EXECUTE ALL
DOCUMENTS NECESSARY TO EFFECTUATE
THOSE TRANSACTIONS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received five (5)
bids for fertilizer in response to IFB No. 6863, dated June 8, 2018; and

WHEREAS, Diamond R. Fertilizer Co., Inc., Harrell’s, LLC, and Howard Fertilizer
& Chemical Company, Inc. have met the terms and conditions of IFB No. 6863; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida, that the award of three-year blanket purchase agreements with one two-
year renewal option to Diamond R. Fertilizer Co., Inc., Harrell’s, LLC, and Howard Fertilizer &
Chemical Company, Inc. for fertilizer for the Parks and Recreation Department and Golf Courses
are hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced
agreements shall not exceed $200,000.

BE IT FURTHER RESOLVED 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)
00396753
The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to operate a daily fixed route trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date. Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to operate a daily fixed route trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.

EXPLANATION: In October, 2009 the “Central Avenue Shuttle” was created in partnership with the Pinellas Suncoast Transit Authority (PSTA), the St. Petersburg Downtown Partnership and the City of St. Petersburg. The Central Avenue Shuttle was created as a second themed service as an expansion of the St. Petersburg Trolley system which previously only included the Downtown Looper. The Central Avenue Shuttle provided service between The Pier and Grand Central Station at Central Avenue and 32nd Street. These trolley services augment regular bus service, provide enhanced public transit, operate inexpensive and frequent service, reduce pollution, enhance citizen and visitor transportation options and support local businesses.

In October, 2011 the City and PSTA partnered to expand the popular Central Avenue Shuttle and renamed it the Central Avenue Trolley. The expanded service allowed riders to board at Pass-A-Grille and ride all the way to The Pier without having to make a transfer. The Central Avenue Trolley has been in operation for almost seven years and ridership has continued to exceeded expectations. In fiscal year 2017, the Central Avenue Trolley carried over 78,000 passengers per month and was the fourth most popular route in the PSTA system. Although The Pier building is closed at this time, the Central Avenue Trolley provides valuable service to the waterfront by serving Bay Shore Drive NE between 2nd Avenue NE and Central Avenue.

The City’s commitment of $75,000 was required in order to provide a “Reduced Fare Zone” and a “Free Fare Zone” upon the implementation of the Central Avenue Trolley. These zones (depicted in Exhibit A) were critical to enhance ridership on the shorter rides within the greater downtown area. The City and PSTA desire to continue these reduced fare zones in the proposed renewal. Because PSTA normally receives $2.25 per passenger and needs to maintain revenue to meet the expenses of running the operation, the City would be responsible for continuing to buy down the rate at a cost of $0.50 per rider. However, the $0.50 per rider only applies to those who do not have daily or monthly transit passes, do not qualify for the Unlimited Access Program and do not ride outside the free fare zone as those riders would pay the normal rate once they exit the free fare zone or would have already paid the full fare before entering the reduced fare zone. PSTA has agreed to again place a $75,000 cap on the City’s fare buy-down contribution.

PSTA recently completed the Downtown St. Petersburg Circulator Study, which began in 2016. This study was the next step in the transit planning process that began in 2015 and led to the implementation of a downtown grid network of transit routes and removal of transfer facilities at
Williams Park in February 2016. During the Downtown Circulator Study, PSTA analyzed transit circulation within downtown St. Petersburg. To identify options for a modified or new network of circulator services in downtown St. Petersburg, PSTA examined the following:

- existing circulator bus services including the Downtown Looper and Route 32;
- grid network of regular PSTA routes, including the Central Avenue Trolley;
- where residents, workers, and visitors want to go in downtown St. Petersburg; and
- connectivity to other transportation services and facilities, including the planned Central Avenue Bus Rapid Transit route between downtown and the beaches and bike share stations.

PSTA, with input from City staff and downtown stakeholders, developed a downtown circulator route that will cover a larger section of downtown than the Looper Trolley and extend to the Innovation District. PSTA received a three-year grant from the FDOT to begin operations on the new route starting in October 2018. The grant will enable PSTA to provide another trolley vehicle on this longer route to ensure that headways stay at 15 minutes, and the hours of operation will increase. The City and PSTA are matching the funding provided by FDOT. The new circulator route and Central Avenue Trolley will complement each other once the circulator commences.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to operate a daily fixed route trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.

**COST/FUNDING ASSESSMENT INFORMATION:** Funding for the City’s responsibility to buy down fares has been appropriated in the proposed FY 19 Operating Budget, General Fund (0001), Transportation & Parking Management Department, Transportation Planning Administration (281-1797).

**ATTACHMENTS:** Resolution

**APPROVALS:**

- Administration:
- Budget:
Resolution No. 2018-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS SUNCOAST TRANSIT AUTHORITY DATED SEPTEMBER 20, 2016 TO OPERATE A DAILY FIXED ROUTE TROLLEY SERVICE FROM ST. PETE BEACH TO THE EASTERN TERMINUS OF SECOND AVENUE N.E. IN DOWNTOWN ST. PETERSBURG TO EXTEND THE TERM FOR A PERIOD COMMENCING ON OCTOBER 1, 2018 AND TERMINATING ON SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and the Pinellas Suncoast Transit Authority ("PSTA") executed an agreement on September 20, 2016, for PSTA to provide trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg including service to parking facilities for the St. Pete Pier™ for a one year term that commenced on October 1, 2016 and expires on September 30, 2017; and

WHEREAS, pursuant to such agreement the City contributes up to $75,000 annually to support this trolley service; and

WHEREAS, the agreement can be renewed by written mutual agreement by the parties and the parties executed a First Amendment to the agreement to renew for 2017-2018 on October 26, 2017; and

WHEREAS, the City and PSTA desire to execute a second amendment to renew the agreement for an additional one year period (October 1, 2018 through September 30, 2019); and

WHEREAS, funding in the amount of $75,000 has been included in the proposed budget for the FY 19 General Fund, Transportation & Parking Management Department.

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 Second Amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to operate a daily fixed route trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg, to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019.

This Resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal: ___________________________ Administration: ___________________________
Evan Mory, Director,
Transportation and Parking Management Department

Final 00397013
### Central Avenue Trolley

**Bay Shore Dr to St. Pete Beach/Pass-A-Grille**

**To Bay Shore Dr**

**Saturday, Sunday & Holidays**

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<th>Depart 3rd Ave NE</th>
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*Wheelchair Service Provided On All Trips

### Frequently Asked Questions

**Are there special rules for special cargo?**

Visit PSTA.net/howto/ride to learn how to ride with your:

- Bike
- Service Animal
- Stroller
- Wheelchair, mobility scooter or walker

**When does PSTA operate on a holiday schedule?**


Routes that do not run on Sundays will not be in service. Buses return to their regular schedules the day after the holiday.

**What should you do if you see a suspicious person or package?**

Inform your Bus Operator immediately.

---

**Lost & Found**

727.540.1800

**Infoline**

727.540.1900

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**Explore Modern Transit at PSTA.net**

#ModernTransit
# Central Avenue Trolley

**FARE ZONES**
Fares on this route depend upon where you board the trolley. When traveling westbound, pay when you exit based upon the zone you’re in. When traveling eastbound, pay when you board based upon the zone you’re in. Seniors and riders with disabilities may ride for half fare in the $2.20 zone (81-140) with valid ID. Youth and Student reduced fares are accepted. Go Cards are accepted for all trips.

**LEGEND**
- Timepoint: see scheduled times
- Board at bus stop signs located frequently along the route.
- Landmark
- Intermittent Service

**NOTE:** Map PDF ID #565

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**Central Avenue Trolley**

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**ST. PETE BEACH/PASS-A-GRILLE TO BAY SHORE DR**

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### MONDAY - FRIDAY

**Times shown are scheduled but may vary due to traffic conditions, weather or unforeseen events.**

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**Pre-Boarding:**
Get Ready for Your Trip

**Transit App**
- Download at [transitapp.com](http://transitapp.com)

**Real Time Bus Information**
- Text your bus stop number to 41411 (For example: PSTA 1234)
- Enter bus stop number on the InfoLine at (727) 540-1900 or RidePSTA.net
- Bus stop numbers can be found on the bottom of the Real Time Bus Info sign

**InfoLine**
- Call the PSTA InfoLine at (727) 540-1900

**Google**
- Go to [google.com/maps](http://google.com/maps) and select directions
- Enter your trip information

**Bus Schedules**
- Printed schedules are available at PSTA Customer Service Centers
- Digital versions are available on PSTA.net

**Look for the Signs**
- Transit stops have a variety of different signs. Look for these logos:

- Still need help? Sign up for a "How to Ride" appointment with a PSTA Staff Specialist.

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**NOTE:** Map PDF ID #565
SECOND AMENDMENT TO CENTRAL AVENUE TROLLEY AGREEMENT

THIS SECOND AMENDMENT TO CENTRAL AVENUE TROLLEY AGREEMENT ("Second Amendment") is made and entered into on this _____ day of __________ 2018 by and between the City of St. Petersburg, Florida ("City") and Pinellas Suncoast Transit Authority ("PSTA").

WHEREAS, the City and PSTA (collectively, the "Parties") executed an agreement entitled the Central Avenue Trolley Agreement, on September 20, 2016 for PSTA to provide trolley services for the Central Avenue Shuttle from St. Pete Beach to the eastern terminus of Second Avenue Northeast in downtown St. Petersburg ("Agreement"); and

WHEREAS, the City and PSTA executed a First Amendment on October 26, 2017 to extend the term to September 30, 2018.

WHEREAS, the Agreement and the First Amendment shall be known collectively as "the Agreement"; and

WHEREAS, the City and PSTA desire to amend the Agreement a second time to extend the term for an additional one year period.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are incorporated herein as an integral part of this Second Amendment) and the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PSTA and the City hereby agree as follows:

1. TERM section of the Agreement is hereby amended to read as follows:

   The initial term of this Agreement commenced on October 1, 2016 and ended on September 30, 2017. The Parties executed a First Amendment to extend the term until September 30, 2018. The City and PSTA have agreed to renew this Agreement with the second renewal term commencing on October 1, 2018, and terminating on September 30, 2019, unless this Agreement is earlier terminated as provided for herein. The Parties may renew this Agreement at the then expiring Term by mutual written agreement. References in this Agreement to "Term" shall include the initial term of this Agreement and all renewal terms.

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

PINELLAS SUNCOAST TRANSIT AUTHORITY

By: ______________________________

Print: Brad Miller, Chief Executive Officer

Approved as to form: ______________________________

ATTEST:

__________________________________________
Alan S. Zimmet, General Counsel

__________________________________________
Rachael Cappolla

CITY OF ST. PETERSBURG, FLORIDA

By: ______________________________
Mayor (or Designee)

ATTEST:

______________________________
Chan Srinivasa, City Clerk

Approved as to Form and Content: ______________________________

(SEAL)

City Attorney (Designee)
00395790

2
The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 20, 2018

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

SUBJECT:  A resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.

EXPLANATION:  The City of St. Petersburg (“City”) entered into a three year agreement with the Pinellas Suncoast Transit Authority (“PSTA”) on July 24, 2014 to establish a Universal Pass Program (“U-Pass Program”), which allows City employees to ride all PSTA bus services at no cost to the employees. The U-Pass Program replaced the Employee Monthly Bus Pass Program, which had been in effect since September 1, 2003. In an effort to increase public transportation ridership in Pinellas County and build upon the City’s effort to encourage its employees to use transit services in 2014, the PSTA proposed that the fare payment process for City employees be simplified so that employees only have to show their City employee identification badge upon boarding to ride PSTA’s bus services. The U-Pass Program has been popular with City employees.

The U-Pass Program agreement can be extended for two (2) one (1) year periods at the end of the term, which was September 30, 2017. The City and PSTA executed a first amendment to the agreement on October 1, 2017 to extend the term for a one year period which expires on September 30, 2018. The City and PSTA desire to execute an amendment to extend the agreement for an additional one year period (October 1, 2018 through September 30, 2019).

COST/FUNDING/ASSESSMENT INFORMATION:  Funding for the U-Pass Program in the amount of $30,000 has been appropriated in the proposed FY 19 Operating Budget, Parking Revenue Fund (1021), Transportation & Parking Management Department, Parking Facilities Management (281-1245).

RECOMMENDATION:  Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a second amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019; and providing an effective date.

ATTACHMENTS:  Resolution

APPROVALS:

Administration:  [Signature]

Budget:  [Signature]
Resolution No. 2018-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS SUNCOAST TRANSIT AUTHORITY DATED JULY 24, 2014 FOR AN UNLIMITED ACCESS PROGRAM TO EXTEND THE TERM FOR A PERIOD COMMENCING ON OCTOBER 1, 2018 AND TERMINATING ON SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and the Pinellas Suncoast Transit Authority ("PSTA") executed a three year agreement on July 24, 2014, to allow City employees to ride the PSTA Bus Services at no charge on an unlimited basis when the City employee shows his or her City identification badge; and

WHEREAS, the agreement can be extended for two (2) one (1) year periods at the end of term, which was September 30, 2017; and

WHEREAS, the City and PSTA executed a first amendment to the agreement on October 1, 2017 to extend the term for a one year period which expires on September 30, 2018; and

WHEREAS, the City and PSTA desire to execute a second amendment to extend the agreement for an additional one year period (October 1, 2018 through September 30, 2019); and

WHEREAS, funding in the amount of $30,000 has been included in the proposed budget for the FY19 General Fund, Transportation & Parking Management Department for this service to City employees.

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 Second Amendment to the Agreement between the City of St. Petersburg, Florida and Pinellas Suncoast Transit Authority dated July 24, 2014 for an unlimited access program to extend the term for a period commencing on October 1, 2018 and terminating on September 30, 2019.

This Resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal: ____________________________ Administration: ____________________________

Evan Mory, Director,
Transportation and Parking Management Department
SECOND AMENDMENT TO AGREEMENT FOR UNLIMITED ACCESS PROGRAM

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into as of this _______ day of _________ 2018 by and between the City of St. Petersburg, Florida ("City") and Pinellas Suncoast Transit Authority ("PSTA").

WHEREAS, the City and PSTA have entered into that certain Agreement for Unlimited Access Program (AKA "U-PASS") on July 24, 2014 ("Agreement") to allow all City employees the opportunity to utilize the U-Pass program for PSTA Bus Services at no charge to the employees; and

WHEREAS, the City and PSTA desire to amend the Agreement to extend the term of the Agreement and to set forth the contract payment amount; and

WHEREAS, unless otherwise defined in this Second Amendment, all capitalized terms used in this Second Amendment shall have the meaning defined in the Agreement.

WHEREAS, the Agreement dated July 24, 2014 and all amendments shall be collectively "the Agreement"; and

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are incorporated herein as an integral part of this Second Amendment) and the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PSTA and the City hereby agree as follows:

1. Paragraph 2, Term, is hereby amended to read as follows:

The initial Term of this Agreement commenced on August 1, 2014 and expired on September 30, 2017. The City and PSTA agreed to renew this Agreement for the first renewal Term which commenced on October 1, 2017 and expired on September 30, 2018. The City and PSTA have agreed to renew this Agreement for final renewal term commencing on October 1, 2018 and terminating on September 30, 2019 unless this Agreement is earlier terminated as provided for herein. References in this Agreement to "Term" shall include the initial term of this Agreement and the renewal terms.

2. Paragraph 5.A.5., Payment, is hereby amended to read as follows:

4. For services provided from October 1, 2018 through September 30, 2019, an amount not to exceed thirty thousand dollars ($30,000). Payment of this amount shall be paid by the City in four equal installments. The first installment shall be paid on or before October 2, 2018 and the subsequent installments shall be paid on or before January 2, 2019, April 1, 2019 and July 1, 2019.
3. Any and all provisions of the Agreement not specifically amended by this Second Amendment shall remain in full force and effect. To the extent that this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, PSTA and the City have caused this Second Amendment to be executed by their duly authorized representatives effective the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

Brad Miller, Chief Executive Officer
Executive Assistant

APPROVED AS TO FORM:

Alan S. Zimmert, General Counsel

CITY OF ST. PETERSBURG, FLORIDA

By:
Evan Mory, Transportation & Parking Management Director

Approved as to Form and Content

City Attorney (Designee)
00394704

ATTEST:

Rachael Cappolla, Executive Asst. & Public Records Custodian

ATTEST:

Chan Srinivasa, City Clerk
(SEAL)
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service to provide exterior lighting within the City-owned property commonly known as the new Police Department Headquarters, located at approximately 150 – 14th Street North, St. Petersburg. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 20, 2018

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service to provide exterior lighting within the City-owned property commonly known as the new Police Department Headquarters, located at approximately 150 – 14th Street North, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

BACKGROUND: Real Estate & Property Management received a request from Engineering and Capital Improvements to prepare the necessary documents to grant Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy ("Duke"), a Public Utility Easement ("Easement") (also referred to by Duke as a "Distribution Easement - Corporate") within the City-owned property commonly known as the new Police Department Headquarters located at approximately 150 – 14th Street North, St. Petersburg ("Property").

The Easement will allow Duke to install, operate and maintain electrical service for exterior lighting, which will have no significant effect on the use of the Property. The Easement is legally described as follows:

From the Northwest corner of Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT, as recorded in Plat Book 65, Page 46, Public Records of Pinellas County, Florida as the Point of Beginning; thence along the South right of way of 2nd Avenue North, N89°52'50"E, 640.23 feet to the Northeast corner of Lot 28, REVISED PLAT OF JACKSON'S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida; thence along the East line thereof, S00°02'40"E, 42.00 feet; thence leaving said East line, N89°52'50"E, 90.00 feet to the West right of way of 13th Street North; thence along said West right of way, S00°02'40"E, 397.33 feet to the North right of way of 1st Avenue North; thence along said North right of way, S89°52'50"W, 536.84 feet to the East right of way of Seaboard Coast Line Railroad; thence along said right of way, N23°48'53"W, 479.78 feet to the Point of Beginning, said land situate, lying and being in Pinellas County, Florida.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service to provide exterior lighting within the City-owned property commonly known as the new Police Department Headquarters, located at approximately 150 – 14th Street North, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)
Resolution No. 2018 -  _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO GRANT A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D/B/A DUKE ENERGY, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF ELECTRICAL SERVICE TO PROVIDE EXTERIOR LIGHTING WITHIN THE CITY-OWNED PROPERTY COMMONLY KNOWN AS THE NEW POLICE DEPARTMENT HEADQUARTERS, LOCATED AT APPROXIMATELY 150 – 14TH STREET SOUTH, ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from Engineering and Capital Improvements to prepare the necessary documents to grant Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy ("Duke"), a Public Utility Easement ("Easement") (also referred to by Duke as a "Distribution Easement - Corporate"), within the City-owned property commonly known as the new Police Department Headquarters located at approximately 150 – 14th Street North, St. Petersburg ("Property"); and

WHEREAS, the Easement will allow Duke to install, operate and maintain electrical service for exterior lighting, which will have no significant effect on the use of the Property; and

WHEREAS, the Easement is legally described as follows:

From the Northwest corner of Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT, as recorded in Plat Book 65, Page 46, Public Records of Pinellas County, Florida as the Point of Beginning; thence along the South right of way of 2nd Avenue North, N89°52'50"E, 640.23 feet to the Northeast corner of Lot 28, REVISED PLAT OF JACKSON'S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida; thence along the East line thereof, S00°02'40"E, 42.00 feet; thence leaving said East line, N89°52'50"E, 90.00 feet to the West right of way of 13th Street North; thence along said West right of way, S00°02'40"E, 397.33 feet to the North right of way of 1st Avenue North; thence along said North right of way, S89°52'50"W, 536.84
feet to the East right of way of Seaboard Coast Line Railroad; thence along said right of way, N23°48’53”W, 479.78 feet to the Point of Beginning, said land situate, lying and being in Pinellas County, Florida.

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 grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service to provide exterior lighting within the City-owned property commonly known as the new Police Department Headquarters, located at approximately 150 - 14th Street North, St. Petersburg; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)

APPROVED BY:

[Signature]
Brefesh Prayman, Director Engineering & Capital Improvements

[Signature]
Alfred C. Wendler, Acting Director Real Estate & Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a Lease Agreement with The Garden Club of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at 500 Sunset Drive South, St. Petersburg, within Coconut Park for a period of three (3) years, at an aggregate rent of $36.00; and waiving the reserve for replacement requirement for City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 20, 2018

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with The Garden Club of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at 500 Sunset Drive South, St. Petersburg, within Coconut Park for a period of three (3) years, at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement for City Council Resolution No. 79-740A; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management received a request from The Garden Club of St. Petersburg, Inc. ("GCSP") to enter into a new lease agreement for the use of a ±5,854 sq. ft. Clubhouse building and property located within the northern portion of City-owned parkland located at 500 Sunset Drive South, St. Petersburg, known as Coconut Park ("Premises"), that GCSP has utilized for the purpose of maintaining a club house and garden areas for activities normally carried on by garden clubs in the interest of beautification of St. Petersburg, since October 1, 1956.

In January 2012, GCSP, at its sole cost and expense, expended approximately $73,000 without any financial assistance from the City to replace the roof and make improvements to the ceiling and lights resulting from upgrades made to the air conditioning duct system.

GCSP has executed a new Lease Agreement ("Lease") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Lessee may continue to rent the Clubhouse or a portion thereof, for periods of time not to exceed seventy-two (72) hours, to other organizations and the public for meetings, weddings, and parties. The Lessee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, the Lessee 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 Lessee's use of the Premises. The Lease may be terminated by either party without cause with one hundred eighty (180) days written notice prior to the scheduled date of termination.
City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "... the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization and the fact that CCSP constructed and has maintained the facility at its sole cost and expense, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived. These terms and conditions are consistent with prior leases with this and other non-profit organizations. Under the terms of the Lease, "the City is under no obligation to provide a replacement facility under any circumstances."

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 three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NT-3) Neighborhood Traditional Single Family-3.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with The Garden Club of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at 500 Sunset Drive South, St. Petersburg, within Coconut Park for a period of three (3) years, at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement for City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: 

Budget: N/A

Legal: 

(As to consistency w/attached legal documents)
ILLUSTRATION

500 Sunset Drive South, St. Petersburg, Florida
Pinellas County Parcel I.D. No.: 19/31/16/84186/059/0080
Resolution No. 2018 - _______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH THE GARDEN CLUB OF ST. PETERSBURG, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF CITY-OWNED REAL PROPERTY LOCATED AT 500 SUNSET DRIVE SOUTH, ST. PETERSBURG, WITHIN COCONUT PARK FOR A PERIOD OF THREE (3) YEARS, AT AN AGGREGATE RENT OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT FOR CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Garden Club of St. Petersburg, Inc. ("Lessee") desires to continue to lease certain City-owned real property located within the northern portion of City-owned parkland located at 500 Sunset Drive South, St. Petersburg, known as Coconut Park ("Premises"), that GCSP has utilized for the purpose of maintaining a club house and garden areas for activities normally carried on by garden clubs in the interest of beautification of St. Petersburg, since October 1, 1956; and

WHEREAS, the proposed lease ("Lease") will be for a term of thirty-six (36) months for a fee of $36.00, to be paid at the commencement of the Lease, with the Lessee assuming all maintenance and utility obligations; and;

WHEREAS, the Lessee may rent the Clubhouse or a portion thereof, for periods of time not to exceed seventy-two (72) hours, to other organizations and the public for meetings, weddings, and parties; and

WHEREAS, the Lease is in accordance with the policies established in Resolution No. 79-740A provided, however, that due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior leases with this and other non-profit organizations; 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 three (3) years or less on residentially-zoned property with approval by 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 Lease Agreement with The Garden Club of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at 500 Sunset Drive South, St. Petersburg, within Coconut Park for a period of three (3) years, at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Michael J. Jeffers, Administrator
Leisure Services

APPROVED BY:

Alfred G. Wendler, Acting Director
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute Amendment No. 5 to the Agreement between the City of St. Petersburg and the Pinellas County Metropolitan Planning Organization for the Central Avenue Bus Rapid Transit Corridor Enhancement Project (“Project”) to extend the Project completion date to September 30, 2020; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of September 20, 2018  

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 5 to the Agreement between the City of St. Petersburg and the Pinellas County Metropolitan Planning Organization for the Central Avenue Bus Rapid Transit Corridor Enhancement Project (“Project”) to extend the Project completion date to September 30, 2020; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: In 2011, the City entered into an agreement (“Agreement”) with the Pinellas County Metropolitan Planning Organization (“Pinellas County MPO”) to fund the Central Avenue Bus Rapid Transit Corridor Enhancement Project (“Project”). The purpose of the Agreement is to allow the Pinellas County MPO to pass through to the City a 2009 Congressional Earmark in the amount of $475,000 for Federal Transit Administration (“FTA”) Section 5309 grant funds to implement the Project.

The City and the Pinellas County MPO amended the Agreement in 2012 to allow the Pinellas County MPO to pass through to the City a 2010 Congressional Earmark in the amount of $500,000 for FTA Section 5309 grant funds.

The City and the Pinellas County MPO amended the Agreement in 2013 to extend the Project completion date to September 30, 2014.

The City and the Pinellas County MPO amended the Agreement in 2014 to extend the Project completion date to September 30, 2016.

The City and the Pinellas County MPO amended the Agreement in 2016 to extend the Project completion date to September 30, 2018.

The Pinellas Suncoast Transit Authority (“PSTA”) submitted a Small Starts application to the FTA in September 2017 to enter the next phase of project development for the proposed Central Avenue Bus Rapid Transit service from downtown St. Petersburg to western St. Petersburg and St. Pete Beach. PSTA is waiting on FTA’s decision, but is considering the use of other funding sources to begin work on the final design of the system. As part of final design, the final locations of BRT stations will be selected. The focus of the City’s project is to design and construct pedestrian facilities that will enable BRT riders to walk from the BRT stations on the 1st Avenues to Central Avenue in a safe and efficient manner. If PSTA does not receive federal funding, City staff will identity capital projects that will serve existing transit riders that utilize PSTA routes on the 1st Avenues. To ensure there is sufficient time to coordinate with the final design for the BRT service, the City and the Pinellas County MPO wish to enter into Amendment No. 5 to the Agreement to extend the Project completion date to September 30, 2020.
RECOMMENDATION: The Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute Amendment No. 5 to the Agreement between the City of St. Petersburg and the Pinellas County Metropolitan Planning Organization for the Central Avenue Bus Rapid Transit Corridor Enhancement Project ("Project") to extend the Project completion date to September 30, 2020; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There are no costs associated with Amendment No. 5.

ATTACHMENTS: Resolution Amendment to Agreement with the Pinellas County MPO

APPROVALS:

Budget: DeVrise L. Fuller Fore Administration: 

00397746.doc v1

Dim Crislante 9.7.18
 Resolution No. 2018- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 5 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION FOR THE CENTRAL AVENUE BUS RAPID TRANSIT CORRIDOR ENHANCEMENT PROJECT ("PROJECT") TO EXTEND THE PROJECT COMPLETION DATE TO SEPTEMBER 30, 2020; AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has previously entered into an agreement ("Agreement") with The Pinellas County Metropolitan Planning Organization ("Pinellas County MPO") to allow the Pinellas County MPO to pass through to the City a 2009 Congressional Earmark in the amount of $475,000 for Federal Transit Administration ("FTA") Section 5309 grant funds to implement the Central Avenue Bus Rapid Transit Corridor Enhancement Project ("Project"); and

WHEREAS, the City and the Pinellas County MPO amended the Agreement in 2012 to allow the Pinellas County MPO to pass through to the City a 2010 Congressional Earmark in the amount of $500,000 for FTA Section grant funds; and

WHEREAS, the City and the Pinellas County MPO amended the Agreement in 2013 to extend the Project completion date to September 30, 2014; and

WHEREAS, the City and the Pinellas County MPO amended the Agreement in 2014 to extend the Project completion date to September 30, 2016; and

WHEREAS, the City and the Pinellas County MPO amended the Agreement in 2016 to extend the Project completion date to September 30, 2018.

WHEREAS, the City and the Pinellas County MPO now wish to enter into Amendment No. 5 to the Agreement to further extend the Project completion date to September 30, 2020.

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 Amendment No. 5 to the Agreement between the City of St. Petersburg and the Pinellas County Metropolitan Planning Organization for the Central Avenue Bus Rapid Transit Corridor Enhancement Project ("Project") to extend the Project completion date to September 30, 2020, and to execute all other documents necessary to effectuate this resolution.

This Resolution shall become effective immediately upon its adoption.
Amendment No. 5 to the Agreement between the City of St. Petersburg and the Pinellas County Metropolitan Planning Organization, extending the completion date from September 30, 2018 to September 30, 2020

AGREEMENT

This Amendment No. 5 to the Agreement, made and entered into on this ________ day of __________, 2018 by and between the PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (hereinafter "MPO") and the CITY OF ST. PETERSBURG (hereinafter "Subgrantee") for the Central Avenue BRT Corridor Enhancement Project (hereinafter "Project").

WHEREAS, the MPO entered into an Agreement on October 26, 2011, amended on March 14, 2012, August 2, 2013, August 19, 2014 and September 27, 2016 with the Subgrantee, hereinafter "Agreement" whereby Subgrantee desires to construct enhancement projects along Central Avenue; and

WHEREAS, the duration of the Agreement and availability of funds is established in Terms and Conditions of the Agreement; and

WHEREAS, an Amendment No. 5 to the Agreement is necessary extend the completion date from September 30, 2018 to September 30, 2020.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

Section 1.0: Terms and Conditions of the Agreement is hereby amended to read as follows:

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and contained in the Appendices named below, which are attached hereto and by reference incorporated herein. Appendices A and A-1 contain general provisions applicable to this Agreement. Appendix B identifies the Project manager and describes the scope of work for the Project. Appendix C contains the Project Budget, by line item, and identifies the funding sources.

The effective date of this Agreement shall be the date when this Agreement has been fully executed by all of the parties. The Subgrantee agrees to complete and fully invoice the Project by September 30, 2020. Total FTA participation for FY 2009 grant funds shall not exceed the sum of $475,000 of all expenses incurred in performance of the Agreement. Total State of Florida Toll Credits to be used as the FY 2009 local match shall not exceed $118,750. Total FTA participation for FY 2010 grant funds shall not exceed the sum of $500,000 of all expenses incurred in performance of the Agreement. Total State of Florida toll Credits to be used as the FY 2010 local match shall not exceed $125,000. The availability of federal funds shall be a condition precedent to the requirement that State of Florida Toll credits are secured or that the Subgrantee provide the 20% local match funds to complete the project. Subgrantee agrees to provide documentation of said local match prior to the MPO’s issuance of a Notice to Proceed. Funds may not be expended until issuance of a Notice to Proceed by the MPO.
Section 2.0: All other provisions of the Agreement shall remain in effect and unaltered.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written:

APPROVED AS TO FORM:

BY: Chelsea Hardy, MPO Attorney

PINELLAS COUNTY
METROPOLITANPLANNING ORGANIZATION

BY: Whit Blanton, FAICP, Executive Director

ATTEST: ________________________________

THE CITY OF ST. PETERSBURG

By: Kanika Tomalin
As Its: City Administrator

Approved As To Content and Form:

City Attorney (Designee)

By: Assistant City Attorney
The following page(s) contain the backup material for Agenda Item: Confirming the Reappointment of a Regular member to the Development Review Commission. Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of September 20, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Reappointment of a Regular member to the Development Review Commission

I respectfully request that Council confirm the reappointment of Matt Walker, P.E. as a regular member to the Development Review Commission to serve a first full term ending September 30, 2021.

A copy of his resume has been provided to the Council office for your information.

RK/cd

Attachment

cc: E. Abernethy, Planning & Development Services Director
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF A REGULAR MEMBER TO THE DEVELOPMENT REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Matt Walker, P.E. as a regular member to the Development Review Commission to serve a first full term ending September 30, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
MEMORANDUM

Council Meeting of September 20, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Reappointment of a Regular member to the Development Review Commission

I respectfully request that Council confirm the reappointment of Joseph H. Griner III, P.E. as a regular member to the Development Review Commission to serve a second term ending September 30, 2021.

A copy of his resume has been provided to the Council office for your information.

RK/cd

Attachment

cc: E. Abernethy, Planning & Development Services Director
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF A REGULAR MEMBER TO THE DEVELOPMENT REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Joseph H. Griner III, P.E. as a regular member to the Development Review Commission to serve a second term ending September 30, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
MEMORANDUM

Council Meeting of September 20, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Appointment of an Alternate member to the Development Review Commission

I respectfully request that Council confirm the appointment of Martha E. MacReynolds, AICP as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 20, 2021.

A copy of her resume has been provided to the Council office for your information.

RK/cd

Attachment

cc: E. Abernethy, Planning & Development Services Director
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Martha MacReynolds, AICP as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 20, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Confirming the Appointment of Mr. Motez Robinson to the South St. Petersburg CRA Citizen Advisory Committee
Please scroll down to view the backup material.
MEMORANDUM

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

FROM: Mayor Rick Kriseman

DATE: September 20, 2018

RE: Confirming the Appointment of Mr. Motez Robinson to the South St. Petersburg CRA Citizen Advisory Committee

INTRODUCTION

On June 3, 2014, the City of St. Petersburg City Council and Pinellas County signed an Interlocal Agreement, which established the purpose, scope, mutual duties of the City and County, governance structure and funding mechanisms for the South St. Petersburg Community Redevelopment Area (CRA). Among other items, the Interlocal Agreement called for the creation of a “Citizen Advisory Committee” (CAC) to the CRA that would advise the South St. Petersburg Community Redevelopment Agency on the community redevelopment plan, any amendments thereto and on issues and policies within the CRA.

The CAC is comprised of nine (9) residents, business and/or property owners, and other stakeholders from within the CRA’s geographic boundary. The Mayor appoints six (6) members of the CAC, while the Board of County Commissioners appoints three (3) members. After providing a three-week long application period for interested members of the public in August 2018, City Administration received twenty applications. Mayor Kriseman has selected Mr. Motez Robinson to serve until the term of service ends on January 31, 2020, with the ability to serve two additional three-year terms. His application materials have been provided to the Clerk’s Office.

attachment

cc: Alan DeLisle, City Development Administrator
   Nikki Gaskin-Capehart, Director, Urban Affairs Department
   Rick D. Smith, CRA Coordinator, Planning and Economic Development Department
BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Mr. Motez Robinson to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area with a term of service ending January 31, 2020, as well as the potential for two additional three-year term(s) that he is eligible to serve under the current by-laws of the CAC.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

[Signature]

City Attorney or Designee
The following page(s) contain the backup material for Agenda Item: Approving the minutes of August 2, August 9, and August 23, 2018 City Council meetings. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 20, 2018

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of August 2, August 9 and August 23, 2018 City Council meetings.
A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON AUGUST 2, AUGUST 9 AND AUGUST 23, 2018; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on August 2, August 9 and August 23, 2018 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

City Attorney or Designee
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Charles Gerdes, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomlin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Joseph Pattner, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

A moment of silence was observed to remember the following fallen officer of the St. Petersburg Police Department that was killed in the line of duty: Detective Herbert R. Sullivan – August 18, 1980.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

MOVED CB-4 Authorizing the Mayor or his designee to execute Task Order No. 17-01-MC/UIIS ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida and McKim & Creed Inc. (A/E), dated June 15, 2017, for A/E to provide professional engineering services related to the NE & NW WRF Sludge Transfer PS & Discharge MH Odor Control PLC & SCADA Project in an amount not to exceed $98,193 (ECID Project No. 18117-111; Oracle Nos. 16375 and 16387) [MOVED TO SEWER REPORT AS E-4(c).]

INFO D-1 Approving the FY 2018/19 Annual Action Plan ("Plan"); authorizing the Mayor or his designee to submit the Plan to the U.S. Department of Housing and Urban Development and to execute all documents and contracts necessary for implementation of the Plan; and providing an effective date.

REVISED D-2 Ordinance 332-H amending Section 21-83 of the City Code relating to redesignations of Charter Park properties; adding a new Section 21-84(13) redesignating Little Bayou Park from a wilderness area to a nature preserve. (Corrected title only)
REVISED D-3 Ordinance 333-H adopting Amendments to the Intown Redevelopment Plan (IRP) increasing the redevelopment program budget in Revised Table 2 from $117,354 million to $232,354 million to fund Waterfront, Transit, and Parking Improvements and Rehabilitation and Conservation of Historic Resources in the IRP east of 8th Street as well as Redevelopment Infrastructure Improvements in the IRP west of 8th Street; deleting from IRP Revised Table 2 projects that will not be funded by tax increment financing (TIF); and allowing reductions in TIF contributions to the IRP Redevelopment Trust Fund by the City of St. Petersburg and Pinellas County.

DELETE D-8 Ordinance 338-H 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.

REVISED D-9 Two appeals of the Development Review Commission (DRC) denial of an appeal thereby upholding a streamline approval of a Site Plan to construct a 19-story, 20-unit multi-family development, with floor area ratio bonuses at the southwest corner of 4th Avenue North and 1st Street North (356 1st Street North and 116 4th Avenue North). (City File 18-31000005 Appeals) (Revised pg. 16 of backup, and deleted Exhibit F)

INFO E-4(b) Acknowledging the selection of Wade Trim, Inc. (Wade Trim) as the most qualified firm to provide Architect/Engineering (A/E) professional services for the Pasadena 36" Force Main Replacement - Phase III Project; supporting Administration entering into an A/E Agreement with Wade Trim to perform preliminary design, detailed design, and bidding services for the Pasadena Force Main Replacement project for an amount not to exceed $424,999; authorizing Administration to negotiate the construction phase services; providing that the amendment to incorporate the construction phase services into the Agreement is subject to City Council approval; and providing an effective date. (Engineering Project No. 18055-111; Oracle No. 16368).

REVISED E-3 Janet Echelman Net Sculpture and Pier Carry-Over Item (Revised title)

ADD E-3(a) Artist Agreement between the City and Janet Echelman, Inc.

ADD E-3(b) A resolution approving the Fourth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building, Inc. ("Skanska") for the Pier Project dated July 13, 2015, as amended, for Skanska to provide additional preconstruction phase services related to the pier head building tenant improvements, education building tenant improvements, and pavilion tenant improvements for an amount not to exceed $55,000, and to revise the project schedule; authorizing the Mayor or his designee to execute the Fourth Amendment; Authorizing the City Attorney's Office to make non-substantive changes to the Fourth Amendment; Superseding Resolution No. 2018-381; and providing an effective date.

ADD E-3(c) A resolution approving the Fourth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building, Inc.
ADDED E-3(d) A resolution approving the Second Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and W Architecture and Landscape Architecture, LLC. ("A/E") dated August 25, 2016, as amended, for A/E to provide additional design and construction administration services for the Pier Approach Project in an amount not to exceed $274,875 for the infrastructure design of the Janet Echelman sculpture and the redesign of portions of the Pier Approach project; Providing that the total contract amount shall not exceed $2,732,159; authorizing the City Attorney's office to make non-substantive changes to the Second Amendment; authorizing the Mayor or his designee to execute the Second Amendment; approving a transfer in the amount of $300,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the design services, project inspection, testing and contingency for the EJE net-sculpture; approving a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377) (ECID Project No. 09227-119; Oracle Project No. 15377) and providing an effective date.

ADDED E-3(e) A resolution approving the Third Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida, and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, for A/E to provide additional design and construction administration services for the new St. Pete Pier™ project in an amount not to exceed $24,000; Providing that the total contract amount shall not to exceed of $4,574,800; authorizing the City Attorney's Office to make non-substantive changes to the Third Amendment; authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date.

ADDED E-5 A resolution superseding Resolution 2018-346, which approved the First Amendment to the Amended and Restated Interlocal Intown Redevelopment Plan (IRP) Interlocal Agreement.

REVIS ed F-4 Ordinance approving a substantial change of use of park property at Spa Beach Park; allowing the construction of an interactive playground system, a vessel docking facility with passenger loading/unloading, a large plaza that may be used as an outdoor amphitheater, and a kayak and paddleboard rental facility; and providing an effective date. (Revised Exhibit A)

ADDED G-1 Requesting a discussion to allocate $250,000 for FY19 for the St. Petersburg Museum of History as well as a discussion for a multi-year commitment of $250,000 per year for a period of three years to support the
expansion of the Museum and construction of the Welcome Center as part of the Pier District. (Councilmember Rice)

ADD  G-2  Requesting a discussion regarding the playground equipment at the St. Pete Pier for the August 23rd Public Services and Infrastructure Committee meeting. This referral was a staff request and I am submitting this New Business Item as a method of informing City Council of this request. (Vice-Chair Kornell)

ADD  G-3  Request a discussion of funding for the expansion and/or renovation of the Carter G. Woodson African American Museum, at the same time that we discuss funding for the St. Petersburg Museum of History. (Vice-Chair Kornell)

ADD  G-4  Referring to the Youth and Family Services Committee for a discussion on community requests related to the 2018 and 2019 MLK Celebrations. (Councilmember Foster)

ADD  CRA-1  City Council Convenes as Community Redevelopment Agency.

ADD  CRA-2  Recommendation to City Council on Proposed Revisions to the First Amendment to the Amended and Restated Interlocal Intown Redevelopment Plan Interlocal Agreement and Superseding of Resolution 2018-346.

ADD  CRA-3  Recommendation to City Council on Proposed Revisions to Exhibit 1 of Ordinance 333-H for City Council Agenda Public Hearing Item D.3.

ADD  CRA-4  Adjournment of Community Redevelopment Agency and Reconvening of City Council.

REVISED  Health, Energy, Resiliency and Sustainability Committee, Thursday, July 26, 2018 10:30 a.m., Room 100.


In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Councilmember Montanari that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Bud Risser, spoke in opposition to the resurfacing of 9th Street North.

In connection with reports, Police Chief Anthony Holloway gave a PowerPoint presentation to Council regarding the St. Petersburg Police Department Quarterly Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.
In connection with the Open Forum portion of the agenda, the following person(s) came forward:

2. Yogesh Pathak, 341 Bayshore Boulevard Northeast, spoke regarding funding for the Woodson Museum.

In connection with public hearings, Joshua Johnson, Housing & Community Development Director gave a presentation regarding the FY 2018/19 Annual Action Plan. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Gerdes that the following resolution be adopted:

2018-395 A RESOLUTION APPROVING THE FY 2018/19 ANNUAL ACTION PLAN ("PLAN"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL DOCUMENTS AND CONTRACTS NECESSARY FOR IMPLEMENTATION OF THE PLAN; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 332-H. Mike Jefferis, Leisure Services Administrator gave a presentation to Council regarding the redesignating of Little Bayou Park. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 332-H entitled:

PROPOSED ORDINANCE NO. 332-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, AMENDING SECTION 21-83 OF THE CITY CODE RELATING TO DESIGNATIONS OF CHARTER PARK PROPERTIES; ADDING A NEW SECTION 21-84(13) REDESIGNATING LITTLE BAYOU PARK FROM A WILDERNESS AREA TO A NATURE PRESERVE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

In connection with public hearings, the Clerk read the title of proposed Ordinance 334-H. Elizabeth Abernethy, Planning & Economic Development Director gave a presentation to Council regarding the proposed Ordinance. The item was continued to a later time in the meeting.

In connection with public hearings, the Clerk read the title of proposed Ordinance 335-H. Chris Ballestra, Managing Director of Development Coordination gave a presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Velva Lee Heraty, 100 4th Avenue South, spoke in opposition to the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council amend the ballot summary language to delete the word “New” preceding “St. Pete Pier” and to add the word “existing” in the last sentence between the words “affect” and “protections”.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 335-H entitled:

PROPOSED ORDINANCE NO. 335-H

AN ORDINANCE CONCERNING LEASE LIMITATIONS IMPOSED BY CITY CHARTER SECTION 1.02 AND THE MAP OF PARK AND WATERFRONT PROPERTY APPROVED BY VOTERS IN 1984; MAKING FINDINGS REGARDING THE APPLICATION OF CURRENT TEN-YEAR LEASE LIMITATION FOR THE “PIER BUILDING” PARCEL (D) ON THAT MAP TO THE ENTIRE OVERWATER STRUCTURE EXTENDING EAST FROM THE PARCELS OF LAND IDENTIFIED ON THAT MAP AS PIER PARKING AREA (G) AND SPA BEACH (30); CALLING A REFERENDUM TO AMEND THE CITY CHARTER FOR THAT PURPOSE; PROVIDING THE TEXT OF THE PROPOSED CHARTER AMENDMENT; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading as amended.
In connection with public hearings, the Clerk read the title of proposed Ordinance 336-H. Alfred Wendler, Real Estate & Property Management Director gave a presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 336-H entitled:

PROPOSED ORDINANCE NO. 336-H

AN ORDINANCE CONCERNING THE CITY’S LEASE OF SUBMERGED LANDS AT HARBORAGE MARINA; MAKING FINDINGS CONCERNING THAT LEASE AND A PROPOSED AMENDMENT TO THAT LEASE; CALLING A REFERENDUM TO AUTHORIZE SUCH AMENDMENT PURSUANT TO CITY CHARTER SECTION 1.02; AUTHORIZING EXECUTION OF SUCH AMENDMENT, SUBJECT TO CERTAIN CONDITIONS, FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

In connection with public hearings, the Clerk read the title of proposed Ordinance 337-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 337-H entitled:

PROPOSED ORDINANCE NO. 337-H

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN CONJUNCTION WITH THE STATEWIDE GENERAL ELECTION SCHEDULED FOR NOVEMBER 6, 2018; PROVIDING FOR THE FORM OF THE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.
08/02/2018


In connection with the continuation of public hearings for proposed Ordinance 334-H, Assistant City Attorney Heather Judd gave a presentation to Council regarding the proposed Ordinance. Councilmember Foster moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 334-H entitled:

PROPOSED ORDINANCE NO. 334-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 8, ARTICLE II OF THE CITY CODE RELATING TO ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; ADDING A NEW SUBSECTION ENTITLED ALTERNATIVE PLANS REVIEW AND INSPECTIONS TO SECTION 8-36; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading as amended.


Chair Wheeler-Bowman recessed the meeting at 10:38 a.m. for a short break.

Chair Wheeler-Bowman reconvened the Council meeting at 10:52 a.m., ensuingly recessed the City of St. Petersburg City Council meeting at 10:52 a.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 11:07 a.m.

In connection with reports, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-396 A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATEC INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE COMMITMENT OF TAX INCREMENT REVENUES IN THE INTOWN REDEVELOPMENT AREA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATEC INTERLOCAL AGREEMENT; SUPERSEEDING RESOLUTION 2018-346; AND PROVIDING AN EFFECTIVE DATE.

In connection with public hearings, the Clerk read the title of proposed Ordinance 333-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 333-H entitled:

PROPOSED ORDINANCE NO. 333-H

AN ORDINANCE, ADOPTING AMENDMENTS TO THE INTOWN REDEVELOPMENT PLAN (IRP) OF THE CITY OF ST. PETERSBURG, INCREASING THE REDEVELOPMENT PROGRAM BUDGET IN REVISED TABLE 2 FROM $117.354 MILLION TO $232.354 MILLION TO FUND “WATERFRONT, TRANSIT AND PARKING IMPROVEMENTS” AND “REHABILITATION AND CONSERVATION OF HISTORIC RESOURCES” IN THE IRP EAST OF 8TH STREET AS WELL AS “REDEVELOPMENT INFRASTRUCTURE IMPROVEMENTS” IN THE IRP WEST OF 8TH STREET; DELETING FROM IRP REVISED TABLE 2 PROJECTS THAT WILL NOT BE FUNDED BY TAX INCREMENT FINANCING (TIF); AND ALLOWING REDUCTIONS IN TIF CONTRIBUTIONS TO THE IRP REDEVELOPMENT TRUST FUND BY THE CITY OF ST. PETERSBURG AND PINELLA S COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


The Chair reviewed the Quasi-Judicial process to be followed. A presentation was made by Elizabeth Abernethy, Planning & Economic Development Director and Urban Planning & Historic Preservation Manager Derek Kilborn, Applicant Tom Pressman and Appellants Bill Hermann and Peter Belmont regarding two appeals of the Development Review Commission (DRC) denial of an appeal thereby upholding a streamline approval of a Site Plan to construct a 19-story, 20-unit multifamily development, with floor area ratio bonuses at the southwest corner of 4th Avenue North and 1st Street North (356 1st Street North and 116 4th Avenue North). (City. File 18-31000005 Appeals)

Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Suzanne Marks, 130 4th Avenue North, spoke in support of the construction of the multifamily development.
2. Betty Candelora, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
3. Jane Murphy, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
4. Richard Candelora, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
5. Margaret Somerville, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
6. Gail Hermann, 130 4th Avenue North #405, spoke in opposition to the construction of the multifamily development.
7. Jack Bell, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
8. Wayne Thomas, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
9. Kevin Murphy, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
10. Edward Jozwiak, spoke in support of the construction of the multifamily development.
11. Jack Rice, 340 1st Street North, spoke in opposition to the construction of the multifamily development.

Chair Wheeler-Bowman recessed the meeting at 12:44 p.m. for a lunch break.

Chair Wheeler-Bowman reconvened the meeting at 1:18 p.m. and continued the public speaker portion of the Quasi-Judicial Proceedings regarding the two appeals of the Development Review Commission denial of an appeal. The following person(s) wished to be heard:

12. Kelly Lee McFrederick, 340 1st Street North, spoke in opposition to the construction of the multifamily development.
13. Peter Gotschalk, spoke in opposition to the construction of the multifamily development.
15. Kate Steinway, 210 26th Avenue North, spoke in opposition to the construction of the multifamily development.
16. Beth Silverman, 100 4th Avenue South, spoke in opposition to the construction of the multifamily development.
17. Bruce Farrell, 70 Beach Drive Northeast, spoke in opposition to the construction of the multifamily development.
18. Holly Smith, 916 32nd Street North, spoke in opposition to the construction of the multifamily development.
19. Kathie Parker, 916 32nd Street North, spoke in opposition to the construction of the multifamily development.
20. Helen Moore, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.
21. Matthieu Benoot, 70 Beach Drive Northeast, spoke in opposition to the construction of the multifamily development.
22. Geneva Nelson, 3013 20th Avenue South, spoke in opposition to the construction of the multifamily development.
23. Steve Seibert, 301 2nd Street North #12, spoke in opposition to the construction of the multifamily development.
24. Robin Reed, 705 16th Avenue North, spoke in opposition to the construction of the multifamily development.
25. Catherine Cobb, 726 18th Avenue Northeast, spoke in opposition to the construction of the multifamily development.
26. Patrice Weaver, 130 4th Avenue North #514, spoke in opposition to the construction of the multifamily development.
27. Matt Lettelleir, 100 2nd Avenue North #150, spoke in opposition to the construction of the multifamily development.
28. Kimberley Wolfe, 600 1st Street North, spoke in opposition to the construction of the multifamily development.
29. Debi Mazor, 300 2nd Avenue Southeast, spoke in opposition to the construction of the multifamily development.
30. Jane Brown, 130 4th Avenue North, spoke in opposition to the construction of the multifamily development.

The following person(s) were present but did not wish to speak:

1. Trisha Thomas, 130 4th Avenue North, was in opposition to the construction of the multifamily development.
2. Jack LoBianco, 130 4th Avenue North #407, was in opposition to the construction of the multifamily development.
3. Monica Kile, 365 17th Avenue Northeast, was in opposition to the construction of the multifamily development.
4. Regina Ranieri, 1022 3rd Street North, was in opposition to the construction of the multifamily development.
5. Kathy Gibson, 158 11th Avenue Northeast, was in opposition to the construction of the multifamily development.
6. Lance Olson, 2526 4th Avenue North, was in opposition to the construction of the multifamily development.
7. Bill Strobes, 301 2nd Street North #18, was in opposition to the construction of the multifamily development.
8. Rebecca Falkenberry, 301 2nd Street North #18, was in opposition to the construction of the multifamily development.
9. Michel Regignano, was in opposition to the construction of the multifamily development.
10. Beth Connor, was in opposition to the construction of the multifamily development.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:
A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, DENYING THE APPEAL RECEIVED ON JUNE 15, 2018 (HERRMANN APPEAL) AND UPHOLDING THE DEVELOPMENT REVIEW COMMISSION’S DENIAL OF AN APPEAL OF A STREAMLINE APPROVAL OF A SITE PLAN TO CONSTRUCT A 19-STORY, 20-UNIT MULTI-FAMILY DEVELOPMENT WITH FLOOR AREA RATIO BONUSES FOR THE PROPERTY LOCATED AT 356 1st STREET NORTH AND 116 4th AVENUE NORTH (CITY FILE 18-31000005 APPEAL); MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, DENYING THE APPEAL RECEIVED ON JUNE 18, 2018 (PRESERVE THE ‘BURG APPEAL) AND UPHOLDING THE DEVELOPMENT REVIEW COMMISSION’S DENIAL OF AN APPEAL OF A STREAMLINE APPROVAL OF A SITE PLAN TO CONSTRUCT A 19-STORY, 20-UNIT MULTI-FAMILY DEVELOPMENT WITH FLOOR AREA RATIO BONUSES FOR THE PROPERTY LOCATED AT 356 1st STREET NORTH AND 116 4th AVENUE NORTH (CITY FILE 18-31000005 APPEAL); MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 340-H. Claude Tankersley, Public Works Administrator and Stantec Consulting, Inc. Financial Services Vice President Andy Burnham gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 340-H

AN ORDINANCE RELATING TO SANITATION RATES AND CHARGES; AMENDING CHAPTER 27, SECTION 27-557 OF THE ST. PETERSBURG CITY CODE; AMENDING RATES AND CHARGES FOR SANITATION SERVICES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED;
ESTABLISHING DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 341-H. Andy Burnham, Stantec Consulting, Inc. Financial Services Vice President gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 341-H

AN ORDINANCE RELATING TO STORMWATER MANAGEMENT SYSTEM FEES; AMENDING CHAPTER 27, SUBSECTION 27-405 (b) (1) AMENDING THE STORMWATER SYSTEM UTILITY FEE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, Andy Burnham, Stantec Consulting, Inc. Financial Services Vice President gave a PowerPoint presentation to Council. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council have a separate vote on the reclaimed water rates.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 342-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Vice-Chair Kornell that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 342-H

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTION 27-177 (a) OF THE ST. PETERSBURG CITY CODE; AMENDING RECLAIMED WATER RATES AND CHARGES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 343-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 343-H

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTIONS 27-141 (a), 27-142 (a), 27-144 (c), 27-146 (d), 27-283 (a), 27-284 (a), AND 27-284 (d) OF THE ST. PETERSBURG CITY CODE; AMENDING VOLUME CHARGES FOR WATER SERVICE; AMENDING WHOLESALE WATER SERVICE CHARGES FOR THE CITY OF GULFPORT; AMENDING VOLUME CHARGES FOR IRRIGATION ONLY ACCOUNTS; AMENDING MONTHLY CHARGES FOR COMMERCIAL WATER ONLY ACCOUNTS; AMENDING BASE AND VOLUME CHARGES FOR WASTEWATER SERVICE; AMENDING WASTEWATER SERVICE CHARGES FOR WHOLESALE CUSTOMERS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Raul Quintana, City Architect and St. Petersburg Audubon Society President Dan Savercool gave a PowerPoint presentation to Council regarding the Janet
Echelman Net Sculpture and Pier Carry-Over Item. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Kathryn Howd, 842 36th Avenue North, spoke in support of the Janet Echelman Net Sculpture.
2. Mark Aeling, 515 22nd Street South, spoke in support of the Janet Echelman Net Sculpture.
4. Peter Wallace, 360 Beach Drive Northeast, spoke in support of the Janet Echelman Net Sculpture.
5. Linda Dobbs, 2296 Coffee Pot Boulevard Northeast, spoke in opposition to the Janet Echelman Net Sculpture.
8. Velva Heraty, 100 4th Avenue South, spoke in opposition to the Janet Echelman Net Sculpture.
9. Jim Rogers, 400 Beach Drive Northeast #401, spoke in support of the Janet Echelman Net Sculpture.
11. Rebecca Falkenberry, 301 2nd Street North #18, requested that an environmental impact study be conducted regarding the Janet Echelman Net Sculpture.

The following person(s) were present but did not wish to speak:

1. Bud Risser, 1844 Brightwaters Boulevard Northeast, was in support of the Janet Echelman Net Sculpture.

Councilmember Driscoll moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-399

A RESOLUTION APPROVING AN ARTIST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND JANET ECHELMAN, INC. ("JEI") FOR DESIGN DEVELOPMENT, FABRICATION, DELIVERY, AESTHETIC DIRECTION FOR INSTALLATION, AND WARRANTY OF A NET SCULPTURE ("SCULPTURE") TO BE INSTALLED AT THE NEW ST. PETE PIER™ IN AN AMOUNT NOT TO EXCEED $1,468,975 ("ARTIST AGREEMENT"); AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE ARTIST AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARTIST AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $225,000 FROM THE UNAPPROPRIATED BALANCE
OF THE ART IN PUBLIC PLACES FUND (1901), MAYOR’S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); AUTHORIZING PAYMENT TO JEI IN AN AMOUNT NOT TO EXCEED $225,000 FOR FEES AND COSTS FOR DESIGN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.


Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

2018-400 A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE (“GMP”) BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA USA BUILDING, INC. (“SKANSKA”) DATED JULY 13, 2015, AS AMENDED, FOR SKANSKA TO PROVIDE ADDITIONAL PRECONSTRUCTION PHASE SERVICES RELATED TO THE PIER HEAD BUILDING TENANT IMPROVEMENTS, EDUCATION BUILDING TENANT IMPROVEMENTS, PAVILION TENANT IMPROVEMENTS, AND THE JANET ECHELMAN NET SCULPTURE FOR AN AMOUNT NOT TO EXCEED $75,000, AND TO REVISE THE PROJECT SCHEDULE; PROVIDING THAT ADMINISTRATION SHALL NOT ISSUE A NOTICE TO PROCEED FOR PRECONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED $20,000 FOR THE JANET ECHELMAN NET SCULPTURE UNLESS THE CITY AND JANET ECHELMAN, INC. EXECUTE AN ARTIST AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FOURTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gabbard moved with the second of Vice-Chair Kornell that the following resolution be adopted as amended:

2018-401 A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA USA BUILDING, INC. (“SKANSKA”) FOR THE PIER APPROACH PROJECT DATED JANUARY 10, 2017, AS AMENDED, FOR SKANSKA TO PROVIDE ADDITIONAL PRECONSTRUCTION PHASE SERVICES RELATED TO THE JANET ECHELMAN NET SCULPTURE FOR AN AMOUNT NOT TO EXCEED $20,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT; AUTHORIZING THE CITY ATTORNEY’S
OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FOURTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Foster moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-402 A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATEArchitect/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND W ARCHITECTURE AND LANDSCAPE ARCHITECTURE, LLC. ("A/E") DATED AUGUST 25, 2016, AS AMENDED, FOR A/E TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PIER APPROACH PROJECT IN AN AMOUNT NOT TO EXCEED $274,875 FOR THE INFRASTRUCTURE DESIGN OF THE JANET ECHELMAN SCULPTURE AND THE REDESIGN OF PORTIONS OF THE PIER APPROACH PROJECT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $2,732,159; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SECOND AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE DESIGN SERVICES, PROJECT INSPECTION, TESTING AND CONTINGENCY FOR THE JEI NET-SCULPTURE; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377) (ECID PROJECT NO. 09227-119; ORACLE PROJECT NO. 15377) AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gabbard moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-403 A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 13, 2015, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ASSOCIATED SPACE DESIGN, INC. ("A/E") IN ASSOCIATION WITH ROGERS PARTNERS, FOR A/E TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW ST. PETE PIER™ PROJECT IN AN AMOUNT NOT TO EXCEED $24,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT TO EXCEED OF
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$4,574,800; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE THIRD AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Evan Mory, Transportation & Parking Management Director gave a PowerPoint presentation to Council regarding the Ferry Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) were present but did not wish to speak:

1. Will Fisher, 550 1st Avenue South, was in support of the Cross Bay Ferry seasonal service.

Councilmember Gabbard moved with the second of Councilmember Rice that the following resolutions be adopted:

2018-404 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT AND EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR PARTICIPATION AND FINANCIAL ASSISTANCE FROM FDOT IN THE CROSS BAY FERRY SEASONAL SERVICE IN AN AMOUNT NOT TO EXCEED $438,131; APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THIS FUNDING FROM FDOT, TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, TRANSPORTATION ADMINISTRATION DIVISION (2811797), CROSS BAY FERRY PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

2018-405 A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, PINELLAS COUNTY, FLORIDA, CITY OF TAMPA, FLORIDA, AND HILLSBOROUGH COUNTY, FLORIDA FOR FUNDING FOR SEASON ONE OF THE SEASONAL (I.E., NOVEMBER 1 THROUGH APRIL 30) FERRY SERVICE; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF $150,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY FOR FISCAL YEAR 2018 TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, TRANSPORTATION ADMINISTRATION DIVISION (2811797) TO PROVIDE THE CITY’S FUNDING FOR SEASON ONE OF THE SEASONAL FERRY SERVICE; AND PROVIDING AN EFFECTIVE DATE. (As Amended)
A RESOLUTION APPROVING THE LICENSE AND OPERATING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”), AND HMS FERRIES, INC. (“HMS”) FOR HMS TO MANAGE AND OPERATE A SEASONAL PASSENGER FERRY SERVICE BETWEEN ST. PETERSBURG AND TAMPA FOR UP TO THREE YEARS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE LICENSE AND OPERATING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LICENSE AND OPERATING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Gabbard that the following resolution be adopted:

A RESOLUTION APPROVING THE PURCHASE OF FLOW MONITORS AND RAIN GAUGES FROM ADS LLC FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $472,050.60 UTILIZING GWINNETT COUNTY, GEORGIA SANITARY SEWER FLOW MONITORING AND MAINTENANCE SERVICES CONTRACT NO. GCID#20160439; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Montanari moved with the second of Vice-Chair Kornell that the following resolution be adopted:

A RESOLUTION ACKNOWLEDGING THE SELECTION OF WADE TRIM, INC. (“A/E”) AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE PASADENA 36” FORCE MAIN REPLACEMENT – PHASE III PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH A/E FOR A/E TO PROVIDE PRELIMINARY DESIGN, FINAL DESIGN, PERMITING, AND BIDDING PHASE SERVICES FOR THE PASADENA 36” FORCE MAIN REPLACEMENT – PHASE III PROJECT FOR AN AMOUNT NOT TO EXCEED $424,999; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 18055-111; ORACLE NO. 16368)

Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

**2018-409 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 17-01-MC/UIS TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND MCKIM & CREED INC. ("A/E"), DATED JUNE 15, 2017, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE NE & NW WRF SLUDGE TRANSFER PS & DISCHARGE MH ODOR CONTROL PLC & SCADA PROJECT IN AN AMOUNT NOT TO EXCEED $98,193 (ECID PROJECT NO. 18117-111; ORACLE NOS. 16375 AND 16387); AND PROVIDING AN EFFECTIVE DATE.**


Chair Wheeler-Bowman recessed the meeting at 6:32 p.m. for a dinner break.

Chair Wheeler-Bowman reconvened the meeting at 6:59 p.m.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 339-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

**BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):**

**PROPOSED ORDINANCE NO. 339-H**

AN ORDINANCE AMENDING SECTION 17.5 OF THE CITY CODE TO REVISE THE CITY'S DEFINITIONS OF VERY LOW, LOW, AND MODERATE INCOME TO REMAIN CONSISTENT WITH THE DEFINITIONS FOUND IN FLORIDA STATUTE 420.9071; PROVIDING FOR NEW AND REVISED DEFINITIONS; REVISING THE CITY'S WORK FORCE HOUSING PROGRAM ("WFH") TO CLARIFY THE ACTIONS REQUIRED RELATED TO INCREASES IN TENANT INCOME; REVISING THE CITY'S WFH PROGRAM TO AMEND THE MIDDLE INCOME CATEGORY; REVISING THE CITY'S WFH PROGRAM TO CLARIFY THAT EXEMPTIONS FROM FLOOR AREA RATIO ("FAR") CALCULATIONS ALSO REQUIRE COMPLIANCE WITH THE WFH PROGRAM; PROVIDING FOR GRANDFATHERING PROVISION; AND PROVIDING AN EFFECTIVE DATE.


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In connection with new ordinances, the Clerk read the title of proposed Ordinance 110-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 110-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE FOSTER GROVE HOUSE, LOCATED AT 3650 FOSTER HILL DRIVE NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 344-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) were present but did not wish to speak:

1. Bill Dahl, 105 23rd Avenue Southeast, was in opposition to the proposed Ordinance.

Vice-Chair Kornell moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 23, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 344-H

AN ORDINANCE APPROVING A SUBSTANTIAL CHANGE OF USE OF PARK PROPERTY AT SPA BEACH PARK; ALLOWING THE CONSTRUCTION OF AN INTERACTIVE PLAYGROUND SYSTEM, A VESSEL DOCKING FACILITY WITH PASSENGER LOADING/UNLOADING, A LARGE PLAZA THAT MAY BE USED AS AN OUTDOOR AMPHITHEATER, AND A KAYAK AND PADDLEBOARD RENTAL FACILITY; AND PROVIDING AN EFFECTIVE DATE.

In connection with a new business item presented by Councilmember Darden Rice, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) were present but did not wish to speak:

1. Linda Dobbs, 2296 Coffee Pot Boulevard Northeast, was in support of the new business item.
2. Lynne Mormino, 235 10th Avenue North, was in support of the new business item.
3. Katie Ramsberger, 5114 20th Avenue North, was in support of the new business item.
4. Howard Johnston, 348 11th Avenue Northeast, was in support of the new business item.
5. Carol Marks, 243 Mateo Way Northeast, was in support of the new business item.
6. Terri Lippy Scott, 2240 9th Avenue South, was in support of the new business item.
7. Rebecca Falkenberry, 301 2nd Street North #18, was in support of the new business item.
8. Bill Stokes, 301 2nd Street North, was in support of the new business item.

Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Budget, Finance & Taxation Committee for consideration to consider a discussion to allocate $250,000 for FY19 for the St. Petersburg Museum of History as well as a discussion for a multi-year commitment of $250,000 per year for a period of three years to support the expansion of the Museum and construction of the Welcome Center as part of the Pier District.


In connection with a new business item presented by Vice-Chair Steve Kornell, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Public Services and Infrastructure Committee meeting of August 23rd, 2018 for consideration to consider a discussion regarding the playground equipment at the St. Pete Pier.


In connection with a new business item presented by Vice-Chair Steve Kornell, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Susan McGrath, 2732 Burlington Avenue North, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.
2. Lorna Taylor, 416 Brightwaters Boulevard Northeast, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.

3. Cynthia White, 547 52nd Avenue South, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.

4. Lisa Ferrer, 305 9th Street South #510, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.

5. Carol Motley, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.

6. Debi Mazor, 300 2nd Avenue Southeast, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.

7. Terri Lipsey Scott, 2240 9th Avenue South, spoke in support of the expansion and/or renovation of the Carter G. Woodson African American Museum.

Vice-Chair Kornell moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Budget, Finance & Taxation Committee for consideration to consider a discussion of funding for the expansion and/or renovation of the Carter G. Woodson African American Museum, at the same time that we discuss funding for the St. Petersburg Museum of History.


In connection with a new business item presented by Councilmember Amy Foster, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Youth and Family Services Committee for consideration to consider a discussion regarding community requests related to the 2018 and 2019 MLK Celebrations.


In connection with the Budget, Finance and Taxation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve the engagement letter for the external audit.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve the ranking of L.A. Consulting, Inc. as #1 for the Sanitation Management Evaluation Study and request L.A. Consulting, Inc. respond with a best and final offer.


Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of July 26, 2018 presented by Councilmember Gerdes.


In connection with the Public Services and Infrastructure Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of July 26, 2018 presented by Vice-Chair Kornell.


In connection with the Health, Energy, Resiliency and Sustainability Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency and Sustainability Committee report of July 26, 2018 presented by Councilmember Driscoll.
08/02/2018


In connection with the Committee of the Whole: Reclaimed Water System; Potable Water Audit report, no action was taken.
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.

2018-388  1. Renewing a blanket purchase agreement with Shen-Line, LLC for Cured In Cured In Place Stormwater Pipe Rehabilitation Project (Project), in the amount of $990,000 (Engineering Project No.17007-110, Oracle Project Nos.15630 and 16176); and providing an effective date.
Consent Agenda B
August 2, 2018

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

1. Accepting a proposal from Brunswick Commercial & Government Products, Inc., a sole source supplier, for a boat and trailer, for the Fire Rescue Department, for a total cost of $357,758. Approving a supplemental appropriation in the amount of $357,758 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Maintenance Department, Fleet Mechanical Costs Division (800-2527); and providing an effective date.

2. Approving a proposal from Everingham Electric, Inc. for the Pinellas Trail Pedestrian Lighting Project in the amount of $168,000. (Engineering Project No. 18076-112; Oracle No. 13709)

3. A resolution approving the plat of Uptown Kenwood, generally located south of 13th Avenue North between 25th Street North and 26th Street North. (City File 17-20000010)

4. Authorizing the Mayor or his designee to execute Task Order No. 17-01-MC/UJS (Task Order) to the architect/engineering agreement between the City of St. Petersburg, Florida and McKim & Creed Inc. (A/E), dated June 15, 2017, for A/E to provide professional engineering services related to the NE & NW WRF Sludge Transfer PS & Discharge MH Odor Control PLC & SCADA Project in an amount not to exceed $98,193 (ECID Project No. 18117-111; Oracle Nos. 16375 and 16387) [MOVED TO SEWER REPORT AS E-4(c)]

5. Approving the Second Amendment to the architect/engineering agreement between the City of St. Petersburg, Florida, and Renker, Eich, Parks Architects, Inc. ("A/E") dated January 24, 2017, as amended, for A/E to provide additional design services related to the City Hall HVAC System Upgrades/Replacement Project in an amount not to exceed $36,428.00; providing that the total contract amount shall not exceed $594,006.86; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date. (Engineering Project No. 16229-119, Oracle No. 14607).

6. Authorizing the Mayor or his designee to accept a grant of $363,709 from the Florida Housing Finance Corporation ("FHFC") for FY 2018/19 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for low- and moderate-income persons; authorizing the Mayor or his
designee to execute a grant agreement with FHFC and all other documents necessary to effectuate this transaction; and providing an effective date.

7. Approving supplemental appropriations from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust (140-2857) in the amount of $44,000, from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $55,000 and from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department Federal Treasury Forfeiture (140-2859) in the amount of $17,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

There being no further business Chair Wheeler-Bowman adjourned the meeting at 7:54 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ____________________________________________________________________________
Chan Srinivasa, City Clerk
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, August 9, 2018 AT 3:00 P.M.

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Vice-Chair Steve Kornell called the meeting to order with the following members present: Gina Driscoll, Charles Gerdes, Steve Kornell, Ed Montanari and Darden Rice. Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovalitch, Assistant City Attorney Joseph Painer, City Clerk Chan Srinivasa and Assistant to the City Clerk Cortney Phillips were also in attendance. Absent. Amy Foster. Brandi Gabbard. Lisa Wheeler-Bowman.

In connection with the approval of the agenda, Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

DELETE C-1  Keep St. Pete Lit – SunLit Festival
ADD C-3  I Am Empowered Presentation – Pinellas County Urban League
DEFER D-1  Pier Report
DEFER D-1a  Accepting Addendum No. 3 in an amount not to exceed $1,085,737 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for the installation of the structural system for the Doc Ford’s Restaurant; providing that the total GMP for the Pier Approach Project shall not exceed $16,883,197; authorizing the Mayor or his designee to execute the Fifth 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, to incorporate Addendum No. 3 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Fifth Amendment; and providing an effective date.
DEFER E-2  Homeless Leadership Board
DEFER E-4  Tampa Bay Regional Planning Council

In connection with the Awards and Presentations portion of the agenda, Carole Ware, Office on Aging gave a presentation to Council regarding the Senior Hall of Fame Inductees. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Watson Haynes, Pinellas County Urban League CEO gave a presentation to Council regarding I Am Empowered – Pinellas County Urban League. No action was taken.

Chair Wheeler-Bowman entered the meeting at 3:27 p.m.

In connection with a Legal item, Assistant City Attorney Joseph Patner and outside counsel Brian Bolves, Esq. gave a presentation to Council regarding the settlement for the lawsuit styled Suncoast Waterkeeper, Our Children’s Earth Foundation, and Ecological Rights Foundation v. City of St. Petersburg, Case No: 8:16-cv-3319-JDW-AEP. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-410 A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF SUNCOAST WATERKEEPER, OUR CHILDREN’S EARTH FOUNDATION, AND ECOLOGICAL RIGHTS FOUNDATION V. CITY OF ST. PETERSBURG, CASE NO. 8:16-CV-3319-JDW-AEP; AND PROVIDING FOR AN EFFECTIVE DATE.


In connection with reports, Chan Srinivasa, City Clerk gave a presentation to Council regarding the approval of a supplemental appropriation for FY18 special municipal election cost. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-411 A RESOLUTION REGARDING FUNDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD IN CONJUNCTION WITH THE STATEWIDE GENERAL ELECTION SCHEDULED FOR NOVEMBER 6, 2018; ACKNOWLEDGING A COMMITMENT OF FUNDS FROM HARBORAGE MARINA, L.L.C., TO REIMBURSE THE CITY FOR A PORTION OF THE PROJECTED COSTS FOR THAT ELECTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $16,793 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM AN INITIAL DEPOSIT OF THOSE FUNDS, TO THE CITY CLERK, ADMINISTRATION DIVISION (210-1725); AUTHORIZING
EXECUTION OF AN AGREEMENT AND OTHER DOCUMENTS WITH THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Land Use & Transportation Committee report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Land Use & Transportation Committee report presented by Councilmember Rice.


In connection with the Public Arts Commission report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Driscoll.


There being no further business Vice-Chair Kornell adjourned the meeting at 4:53 p.m.

______________________________
Steve Kornell, Vice-Chair - Councilmember
Presiding Officer of the City Council

ATTEST: _______________________
Chan Srinivasa, City Clerk
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Brandi Gabbard, Charles Gerdes, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman, Deputy Mayor/City Administrator Dr. Kanika Tomlin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovlaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent, Amy Foster.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

ADD CA-5 Authorizing the Mayor or his designee to execute a one-year agreement in the amount of $754,000 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction.

ADD CB-18 Accepting a bid from McMullen Roofing, Inc. for roof repairs at the Fleet Special Equipment Building, in the amount of $92,400; and approving a supplemental appropriation in the amount of $92,400 from the unappropriated balance of the Fleet Management Fund (5001), Fleet Management Department, Fleet Services Division (800-2521).

DELETE E-1 Adult Pre-Arrest Diversion (APAD) Program

INFO E-2 Consent to the Assignment of the Vinoy Marina Lease

DELETE E-3 Amending City Council Resolution No. 2017-727 to provide for a one-year extension to all dates previously referenced for the for the Four6 Skyway Senior Apartments project; authorizing a change in funding source for the local government area of opportunity loan to Four6 Skyway, LLC in the amount of $165,000 from the HOME Investment Partnership (HOME) Fund (1113) to the State Housing Initiatives Partnership (SHIP) Fund (1019); providing that all other provisions of Resolution No. 2017-727 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.
REVISE E-5(e) Accepting Partial Control Estimate #5 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $4,975,333; providing the total amount for the Partial Control Estimates for project 17053-111 shall not exceed $8,235,150; approving Partial Control Estimate #3 for WRF NW Construction Manager (Engineering No. 17063-111; Oracle No. 15960) in an amount not to exceed $1,244,039; providing the total amount for the Partial Control Estimates for project 17063-111 shall not exceed $5,765,553; authorizing the Mayor or his designee to execute the Seventh Amendment to incorporate the below referenced Partial Control Estimates into the Construction Manager Contract between the City of St. Petersburg, Florida, and PCL Construction, Inc. dated April 17, 2017, as amended, and modify other necessary sections. (Revised title and backup.)

INFO E-6 Third Amendment to the Lease and Development Agreement with TLM Investment Group I, LLC (Revised title.)

ADD F-4 Requesting City Council support for a resolution encouraging the Florida Legislature to clarify the proper application and use of Florida Statute Chapter 776 providing for justifiable use of force a/k/a Stand Your Ground Law. (Chair Wheeler-Bowman)

ADD F-5 Request City Council approve an appropriation of $35,000.00 from 2018 Contingency Fund line item for expenses associated with the 2019 MLK Parade. Further requesting $35,000 be funded in FY2019 to cover expenses associated with the 2020 MLK Parade to line up the fiscal year expense with the fiscal year of the parade. (Chair Wheeler-Bowman)

ADD F-6 Referring to a Committee of the Whole a discussion regarding Coastal High Hazard Area. (Vice-Chair Kornell)

INFO G-1 Budget, Finance & Taxation Committee (8/9/18)

INFO G-1(a) Authorizing the issuance of not to exceed $220,000,000 City of St. Petersburg, Florida Public Utility Refunding Revenue Bonds, Series 2018 to be applied to currently refund the City’s Public Utility Subordinate Lien Bond Anticipation Note, Series 2017 and to finance and/or reimburse the costs of the acquisition, construction and erection of additions, improvements, and extensions to the City’s Public Utility System; providing for the payment of such proposed bonds from the net revenues of its Public Utility System on parity with certain bonds heretofore issued by the City; making other covenants and agreements in connection therewith; authorizing competitive bids and approving the form of the Official Notice of Sale and Summary Notice of Sale pertaining to such bonds; making certain provisions and delegating certain responsibilities with respect to the notice, bidding and sale of such bonds; approving the forms of the preliminary official statement, disclosure dissemination agent agreement and paying agent and bond registrar agreement; authorizing the execution and delivery of final official statement, disclosure dissemination agent agreement, and paying agent and bond registrar agreement; appointing a paying agent and bond registrar; providing certain other matters in connection therewith.

INFO G-2 Public Services & Infrastructure Committee (8/9/18)
INFO G-3 Health, Energy, Resiliency & Sustainability (8/9/18)
INFO G-4 Co-Sponsored Events Committee (8/9/18)
ADD G-4(a) Approving events for co-sponsorship in name only by the City for FY2019; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the Co-Sponsored events to be presented by: We Are Concerts LLC, Festivals of Speed, LLC, Cox Media, LLC, Watercross International, Inc., Et Cultura LLC, and Live Nite Events, LLC; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.
ADD G-4(b) A resolution in accordance with City Code Section 21-38(d) exempting Festivals of Speed (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.
ADD G-4(c) A resolution in accordance with City Code Section 21-38(d) exempting Reggae Rise Up Music Festival (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.
ADD G-4(d) A resolution in accordance with City Code Section 21-38(d) exempting Rebelution (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.
ADD G-4(e) A resolution in accordance with City Code Section 21-38(d) exempting 97X BBQ Music and Arts Festival (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.
ADD H-1 Legal Update - Brandy Wallace v. Nicolo Mangiaracina, et al., Eleventh Circuit Case No. 17-12764


In connection with approval of the Consent Agenda, Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolutions be adopted approving the attached Consent Agenda as amended.


Councilmember Foster entered the meeting at 3:08 p.m.
In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Howard Johnston, 348 11th Avenue Northeast, spoke regarding funding for the Martin Luther King, Jr. parade.
2. Delores Fletcher, 1251 23rd Street South, spoke regarding the redevelopment of Tropicana Field.
3. Paul Kurtz, 425 34th Avenue Northeast, spoke regarding the MLK Resurfacing Project.
4. Lee Allen, 926 18th Avenue Northeast, spoke regarding the MLK Resurfacing Project.
5. Sabine von Aulock, 6001 3rd Avenue South, spoke regarding the nonprofit Celebrate Outreach.
6. John Stewart, 2130 Burlington Avenue North, spoke regarding the nonprofit Celebrate Outreach.
7. Larry Schwartz, 1520 Coral Way South, spoke in opposition to the MLK Resurfacing Project.
8. Lisset Hanewicz, 863 19th Avenue North, spoke regarding the MLK Resurfacing Project.
9. Mark Taber, 2190 Tanglewood Way Northeast, spoke in opposition to the MLK Resurfacing Project.
10. Dale Nichols, 4565 13th Way South, spoke in opposition to the MLK Resurfacing Project.
11. Kendall Reid, 806 18th Avenue Northeast, spoke regarding the MLK Resurfacing Project.
12. John Sinibaldi, spoke regarding the MLK Resurfacing Project.

In connection with a Legal item, Assistant City Attorney Joseph Patner gave a presentation to Council regarding updates to the Firearm Preemption Penalty Lawsuit and the lawsuit styled Brandy Wallace v. Nicolo Mangiaracina, et al., Eleventh Circuit Case No. 17-12764. No action was taken.

In connection with reports, Alfred Wendler, Real Estate and Property Management gave a presentation to Council regarding the Consent to the Assignment of the Vinoy Marina Lease. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-435 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE TWO (2) CONSENT AND ESTOPPEL AGREEMENTS ("AGREEMENTS") WITH RESPECT TO THE EXISTING 99-YEAR GROUND LEASE DATED SEPTEMBER 25, 1989 ("LEASE") FOR THE PROPERTY KNOWN AS THE VINOY MARINA IN THE NORTH YACHT BASIN; AUTHORIZING AN ASSIGNMENT OF THE LEASE FROM FELCOR ST. PETE OWNER, L.L.C. TO SCG HOTEL, LLC AND STARWOOD PROPERTY MORTGAGE, L.L.C.; FINDING THAT AN ASSIGNMENT OF THE LEASE AND THE TERMS OF THE AGREEMENTS ARE CONSIDERED TO BE NON-SUBSTANTIAL CHANGES; AND TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Alan DeLisle, City Development Administrator gave a presentation to Council regarding the Pier Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-436 A RESOLUTION ACCEPTING ADDENDUM NO. 3 IN AN AMOUNT NOT TO EXCEED $1,085,737 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED APRIL 3, 2018, FOR THE INSTALLATION OF THE STRUCTURAL SYSTEM FOR THE DOC FORD'S RESTAURANT; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $16,883,197; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIFTH 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, TO INCORPORATE ADDENDUM NO. 3 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED AND TO REVISE THE PROJECT SCHEDULE; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIFTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

2018-437 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT, AS AMENDED, WITH ROWLAND INC. FOR SANITARY SEWER MANHOLE REHABILITATION FY17 FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE SECOND RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $849,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,984,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO
EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-438 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO ELECTRICAL ENGINEERING ENTERPRISES, INC. FOR THE WATER RESOURCES DEPARTMENT BACKUP POWER IMPROVEMENTS PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $444,426; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $99,051 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE FAC EMERGENCY GENERATOR FY16 PROJECT (15278); AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-439 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. NWWRF-PCL-0002.00 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL CONSTRUCTION, INC. ("CONTRACTOR") DATED DECEMBER 14, 2017 FOR CONTRACTOR TO EXCAVATE, EVALUATE, REPAIR OR REPLACE 4 VALVE OPERATORS AND PERMANENTLY RESTORE THE SITE AT THE NORTHWEST WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED $285,911.09; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-440 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH UTILITIES, INC. OF FLORIDA TO PROVIDE WASTEWATER SERVICE TO THE AREA OF PINELLAS COUNTY KNOWN AS TIERRA VERDE FOR A TERM OF TEN (10) YEARS; AUTHORIZING THE MAYOR TO EXECUTE A PRETREATMENT AGREEMENT AND INFLOW AND INFILTRATION AGREEMENT WITH UTILITIES, INC. OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-441  A RESOLUTION APPROVING PARTIAL CONTROL ESTIMATE #5 FOR WRF NW RECLAIMED WATER AND INJECTION WELLS IMPROVEMENT PROJECT (ENGINEERING NO. 17053-111; ORACLE NO. 15927) IN AN AMOUNT NOT TO EXCEED $3,584,329; PROVIDING THAT THE TOTAL AMOUNT FOR THE PARTIAL CONTROL ESTIMATES FOR PROJECT 17053-111 SHALL NOT EXCEED $6,844,146; APPROVING PARTIAL CONTROL ESTIMATE #3 FOR WRF NW CONSTRUCTION MANAGER (ENGINEERING NO. 17063-111; ORACLE NO. 15960) IN AN AMOUNT NOT TO EXCEED $1,244,039; PROVIDING THAT THE TOTAL AMOUNT FOR THE PARTIAL CONTROL ESTIMATES FOR PROJECT 17063-111 SHALL NOT EXCEED $5,765,553; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SEVENTH AMENDMENT TO INCORPORATE THE BELOW REFERENCED PARTIAL CONTROL ESTIMATES INTO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND PCL CONSTRUCTION, INC. DATED APRIL 17, 2017, AS AMENDED, AND MODIFY OTHER NECESSARY SECTIONS; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-442  A RESOLUTION APPROVING AN INCREASE IN THE SCOPE OF SERVICES TO BE PROVIDED BY JACOBS ENGINEERING GROUP, INC. (“JACOBS”) PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND JACOBS DATED JANUARY 4, 2018, FOR JACOBS TO PROVIDE A CLIMATE GUIDANCE AND WORKSHOP, BIOWIN PROCESS MODELS UPDATE, WATER QUALITY MODEL DEVELOPMENT, AND WAM IMPLEMENTATION ASSISTANCE IN AN AMOUNT NOT TO EXCEED $157,900 UTILIZING A PORTION OF THE PREVIOUSLY APPROVED $500,000 CONTINGENCY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.
2018-443 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-02-HS/W ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HAZEN AND SAWYER ("A/E") DATED DECEMBER 5, 2016, FOR A/E TO PROVIDE PRELIMINARY AND FINAL DESIGN, BIDDING DOCUMENTS, AND BID SERVICES FOR THE NORTHEAST WATER RECLAMATION FACILITY CLARIFIER #5 IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $97,860 (ECID PROJECT NO. 18118-111; ORACLE NO. 16376); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Alan DeLisle, City Development Administration gave a presentation to Council regarding the TACRA update. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Howard Ross, representing TLM Investment Group, spoke regarding a Third Amendment to the Lease and Development Agreement with TLM Investment Group.

Councilmember Driscoll moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council terminate the agreement with TLM Investment Group based on the tenant not meeting construction deadlines and failing to submit proof of financing.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council amend the proposed Third Amendment to the original agreement with the following requirements: obtain a building permit by September 20, 2018, close a loan facility no later than 15 days after obtainment of the building permit, commence physical construction by October 15, 2018, complete substantial construction by April 15, 2019 with any default of these requirements being an immediate default that will have no cure period.


Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve Councilmember Driscoll’s previous motion to terminate the agreement with TLM Investment Group based on the tenant not meeting construction deadlines and failing to submit proof of financing.


City Attorney Jacqueline Kovilaritch informed Council that Administration can move forward with the default agreement.

In connection with a new business item presented by Councilmember Amy Foster, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Budget, Finance & Taxation Committee for consideration to consider a discussion regarding proposed revisions to the Social Action Funding Resolution.


In connection with a new business item presented by Vice-Chair Steve Kornell, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Committee of the Whole for consideration to consider a discussion on Coastal High Hazard Area.


In connection with the First Reading and First Public Hearings portion of the agenda, Agenda Item 1-7 regarding a proposed new Ordinance and resolution pertaining to amendments to the Comprehensive Plan for the Coastal High Hazard Area (CHHA) was deferred to a future City Council meeting.

Chair Wheeler-Bowman recessed the meeting at 5:35 p.m. for a dinner break.

Chair Wheeler-Bowman reconvened the meeting at 6:10 p.m.

In connection with a new business item presented by Councilmember Gina Driscoll, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Health, Energy, Resiliency and Sustainability Committee for consideration to consider a discussion regarding the development of a city-wide approach to construction best practices and increasing resiliency in response to sea level rise and its impacts.


In connection with a new business item presented by Councilmember Ed Montanari, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) were present but did not wish to speak:

1. Bonnie Hargrett, 1140 Monterey Boulevard Northeast, was in opposition to the new business item.

Councilmember Montanari moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request Administration to give a report at the September 6, 2018 City Council meeting regarding the MLK Resurfacing Project.


In connection with a new business item presented by Chair Wheeler-Bowman, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Lucinda Johnston, 348 11th Avenue Northeast, spoke in support of the new business item.

Councilmember Rice moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-444 A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL ENCOURAGING THE FLORIDA LEGISLATURE TO CLARIFY THE PROPER APPLICATION AND USE OF FLORIDA STATUTE CHAPTER 776 PROVIDING FOR JUSTIFIABLE USE OF FORCE; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Chair Wheeler-Bowman, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:
1. Lucinda Johnston, 348 11th Avenue Northeast, spoke in support of the new business item.

The following person(s) were present but did not wish to speak:

1. Toriano Parker, 4910 5th Street South, was in support of the new business item.

Councilmember Driscoll moved with the second of Councilmember Kornell that the following resolution be adopted:

2018-445 A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $35,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE MARKETING DEPARTMENT (230-1749) TO PROVIDE FUNDING FOR THE 2019 DR. MARTIN LUTHER KING, JR. PARADE; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Gerdes that the following resolutions be adopted:

2018-446 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1592 ("LCA 1592") 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.

2018-447 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1238 ("SEC 1238") 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.

2018-448 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 464 ("DMO NO. 464") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR
OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 339-H. Stephanie Lampe, Housing and Community Development gave a presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 339-H entitled:

PROPOSED ORDINANCE NO. 339-H

AN ORDINANCE AMENDING SECTION 17.5 OF THE CITY CODE TO REVISE THE CITY’S DEFINITIONS OF VERY LOW, LOW, AND MODERATE INCOME TO REMAIN CONSISTENT WITH THE DEFINITIONS FOUND IN FLORIDA STATUTE 420.9071; PROVIDING FOR NEW AND REVISED DEFINITIONS; REVISIING THE CITY’S WORK FORCE HOUSING PROGRAM (“WFH”) TO CLARIFY THE ACTIONS REQUIRED RELATED TO INCREASES IN TENANT INCOME; REVISIING THE CITY’S WFH PROGRAM TO AMEND THE MIDDLE INCOME CATEGORY; REVISIING THE CITY’S WFH PROGRAM TO CLARIFY THAT EXEMPTIONS FROM FLOOR AREA RATIO (“FAR”) CALCULATIONS ALSO REQUIRE COMPLIANCE WITH THE WFH PROGRAM; PROVIDING FOR GRANDFATHERING PROVISION; AND PROVIDING AN EFFECTIVE DATE

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinances 340-H, 341-H, 342-H and 343-H. Claude Tankersley, Public Works Administrator and Stantec Consultant Andy Burnham gave a PowerPoint presentation to Council regarding FY19 Utility Rates and the proposed Ordinances. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Bill Hermann, 130 4th Avenue North, expressed his concerns regarding the utility rate Ordinances.

2. Sharlene Steed, 6260 Canton Street South, spoke in opposition to increasing reclaimed water rates.
The following person(s) were present but did not wish to speak:

1. George Canizantis, 4251 42nd Avenue South, was in opposition to increasing stormwater fees.
2. Lise Matievich, 924 44th Avenue Northeast, was in opposition to increasing stormwater fees.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 342-H entitled:

PROPOSED ORDINANCE NO. 342-H

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTION 27-177 (a) OF THE ST. PETERSBURG CITY CODE; AMENDING RECLAIMED WATER RATES AND CHARGES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 340-H entitled:

PROPOSED ORDINANCE NO. 340-H

AN ORDINANCE RELATING TO SANITATION RATES AND CHARGES; AMENDING CHAPTER 27, SECTION 27-557 OF THE ST. PETERSBURG CITY CODE; AMENDING RATES AND CHARGES FOR SANITATION SERVICES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.
Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 341-H entitled:

PROPOSED ORDINANCE NO. 341-H

AN ORDINANCE RELATING TO STORMWATER MANAGEMENT SYSTEM FEES; AMENDING CHAPTER 27, SUBSECTION 27-405 (b) (1) AMENDING THE STORMWATER SYSTEM UTILITY FEE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 343-H entitled:

PROPOSED ORDINANCE NO. 343-H

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTIONS 27-141 (a), 27-142 (a), 27-144 (c), 27-146 (d), 27-283 (a), 27-284 (a), and 27-284 (d) OF THE ST. PETERSBURG CITY CODE; AMENDING VOLUME CHARGES FOR WATER SERVICE; AMENDING WHOLESALE WATER SERVICE CHARGES FOR THE CITY OF GULFPORT; AMENDING VOLUME CHARGES FOR IRRIGATION ONLY ACCOUNTS; AMENDING MONTHLY CHARGES FOR COMMERCIAL WATER ONLY ACCOUNTS; AMENDING BASE AND VOLUME CHARGES FOR WASTEWATER SERVICE; AMENDING WASTEWATER SERVICE CHARGES FOR WHOLESALE CUSTOMERS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

In connection with the Budget, Finance and Taxation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-449 A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $220,000,000 CITY OF ST. PETERSBURG, FLORIDA PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2018 TO BE APPLIED TO CURRENTLY REFUND THE CITY’S PUBLIC UTILITY SUBORDINATE LIEN BOND ANTICIPATION NOTE, SERIES 2017 AND TO FINANCE AND/OR REIMBURSE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND ERECTION OF ADDITIONS, IMPROVEMENTS, AND EXTENTIONS TO THE CITY’S PUBLIC UTILITY SYSTEM; PROVIDING FOR THE PAYMENT OF SUCH PROPOSED BONDS FROM THE NET REVENUES OF ITS PUBLIC UTILITY SYSTEM ON PARITY WITH CERTAIN BONDS HERETOFORE ISSUED BY THE CITY; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING COMPETITIVE BIDS AND APPROVING THE FORM OF THE OFFICIAL NOTICE OF SALE AND SUMMARY NOTICE OF SALE PERTAINING TO SUCH BONDS; MAKING CERTAIN PROVISIONS AND DELEGATING CERTAIN RESPONSIBILITIES WITH RESPECT TO THE NOTICE, BIDDING AND SALE OF SUCH BONDS; APPROVING THE FORMS OF THE PRELIMINARY OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT AND PAYING AGENT AND BOND REGISTRAR AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF FINAL OFFICIAL STATEMENT, DISCLOSURE DISSEMINATION AGENT AGREEMENT, AND PAYING AGENT AND BOND REGISTRAR AGREEMENT; APPOINTING A PAYING AGENT AND BOND REGISTRAR; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of August 9, 2018 presented by Councilmember Gerdes.


In connection with public hearings, the Clerk read the title of proposed Ordinance 344-H. Chris Ballestra, Enterprise Facilities Director gave a presentation to Council regarding the
proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Hugh Tulloch, 555 5th Avenue Northeast #921, spoke in opposition to the proposed Ordinance.
2. Stephen Urgo, 115 16th Avenue Northeast, spoke in support of the proposed Ordinance.
3. Velva Lee Heraty, 100 4th Avenue South, spoke in opposition to the proposed Ordinance.
4. Belinda Davis, 5716 16th Avenue North, spoke in opposition to the proposed Ordinance.

The following person(s) were present but did not wish to speak:

1. Carol Fontaine, 1120 North Shore Drive Northeast #703, was in opposition to the proposed Ordinance.

Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 344-H entitled:

PROPOSED ORDINANCE NO. 344-H

AN ORDINANCE APPROVING A SUBSTANTIAL CHANGE OF USE OF PARK PROPERTY AT SPA BEACH PARK; ALLOWING THE CONSTRUCTION OF AN INTERACTIVE PLAYGROUND SYSTEM, A VESSEL DOCKING FACILITY WITH PASSENGER LOADING/UNLOADING, A LARGE PLAZA THAT MAY BE USED AS AN OUTDOOR AMPHITHEATER, AND A KAYAK AND PADDLEBOARD RENTAL FACILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with new ordinances, the Clerk read the title of proposed Ordinances 345-H, 732-L, 763-Z and 346-H. Derek Kilborn, Urban Planning and Historic Preservation Manager gave a PowerPoint presentation regarding City-initiated application requesting amendments to the Comprehensive Plan, Future Land Use Map, and Land Development Regulations pertaining to St. Petersburg’s Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South and 10th Avenue South. (City Files LGCP-2018-01, FLUM-54-A, and LDR-2018-01) Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Alison Barlow, 744 10th Avenue South, spoke in support of the proposed amendments pertaining to St. Petersburg’s Innovation District.
2. Jason Mathis, 540 Trinity Avenue North, spoke in support of the proposed amendments pertaining to St. Petersburg’s Innovation District.
3. David Metz, representing USF St. Petersburg, spoke in support of the proposed amendments pertaining to St. Petersburg's Innovation District.
4. Adam Gyson, 675 10th Avenue South, spoke in support of the proposed amendments pertaining to St. Petersburg's Innovation District.
5. Ron Motyka, 660 Roser Park Drive South, spoke in opposition to the proposed amendments pertaining to St. Petersburg's Innovation District.
6. Kate Johnson, 534 Roser Park Drive South, spoke in opposition to the proposed amendments pertaining to St. Petersburg's Innovation District.
7. Mario Farias, 3138 Nautical Place South, spoke in support of the proposed amendments pertaining to St. Petersburg's Innovation District.
8. Dan Harvey, 1425 Central Avenue, expressed his concerns regarding the proposed amendments pertaining to St. Petersburg's Innovation District.

Councilmember Rice moved with the second of Councilmember Gerdes that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 29, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 345-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 732-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE FUTURE LAND USE MAP DESIGNATIONS IN AN AREA OF THE CITY KNOWN AS THE INNOVATION DISTRICT, GENERALLY BOUNDED BY 5TH AVENUE SOUTH, 10TH STREET SOUTH, 1ST STREET SOUTH, AND 10TH AVENUE SOUTH, FROM INSTITUTIONAL, PLANNED REDEVELOPMENT-MIXED USE AND ACTIVITY CENTER OVERLAY TO ACTIVITY CENTER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 763-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE ZONING DESIGNATIONS IN AN AREA OF THE CITY KNOWN AS THE INNOVATION DISTRICT, GENERALLY BOUNDED BY 5TH AVENUE SOUTH, 10TH STREET SOUTH, 1ST STREET SOUTH, AND 10TH AVENUE SOUTH.
SOUTH, FROM IC-I (INSTITUTIONAL CENTER-INSTITUTIONAL), CRT-1 (CORRIDOR RESIDENTIAL TRADITIONAL-1) AND CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL-1) TO EC-2 (EMPLOYMENT CENTER-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; PROVIDING FOR CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 346-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; CREATING THE EMPLOYMENT CENTER-2 ZONING DISTRICT; AMENDING THE USE PERMISSIONS, PARKING AND ZONING MATRIX; PROVIDING FOR INCLUSION IN THE ZONING DISTRICTS AND COMPATIBLE FUTURE LAND USE CATEGORIES MATRIX; AMENDING THE SOCIAL SERVICE AGENCY USE TABLE; AMENDING THE WIRELESS COMMUNICATION SUPPORT FACILITIES MATRIX; PROVIDING FOR FLOOR-AREA-RATIO EXEMPTIONS AND BONUS PROVISIONS; PROVIDING FOR MINIMUM LOT SIZE, BUILDING SETBACKS AND GROUND LEVEL OPEN SPACE; PROVIDING FOR MAXIMUM INTENSITY AND BUILDING HEIGHT; PROVIDING FOR STREETSCAPE REQUIREMENTS AND BUILDING DESIGN STANDARDS; AND PROVIDING AN EFFECTIVE DATE.

2018-450 A RESOLUTION TRANSMITTING PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENTS AND A FUTURE LAND USE MAP AMENDMENT FOR STATE, REGIONAL AND COUNTY REVIEW AS REQUIRED BY THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES); AND PROVIDING AN EFFECTIVE DATE.


The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance 110-HL. A PowerPoint presentation was made by Laura Duveket, Historic Preservationist and Applicant Gregory Tappan regarding the approval of an owner-initiated Local Historic Landmark Designation of the Foster-Grove House, located at 3650 Foster Hill Drive North. (City File HPC 18-90300004)

Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Emily Elywn, 836 16th Avenue Northeast, spoke in support of the Historic Landmark Designation of the Foster-Grove House.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 110-HL entitled:
PROPOSED ORDINANCE NO. 110-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE FOSTER GROVE HOUSE, LOCATED AT 3650 FOSTER HILL DRIVE NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


The Chair reviewed the Quasi-Judicial process to be followed. A presentation was made by Laura Duvekot, Historic Preservationist, Appellant William Cobb, Attorney Martha Collins (legal representative for the Appellant), Attorney Don Mastry (representing the Applicant) and Registered Opponent Arnold Cummings regarding an Appeal of the Community Planning & Preservation Commission (CPPC) approval of Certificate of Appropriateness for new residential construction located at 736 18th Avenue Northeast in the North Shore Section-700 Block of 18th Avenue Northeast Historic District. (COA 18-90200016 Appeal)

Chair Wheeler-Bowman recessed the meeting at 10:50 p.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 11:03 p.m.

Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Gregory Tappan, 3650 Foster Hill Drive North, spoke in opposition to the appeal.
2. William Herrmann, 130 4th Avenue South, spoke in opposition to the appeal.
3. Anne Dowling-Hess, 803 35th Avenue North, spoke in support of the appeal.
4. Linda Dobbs, 2296 Coffee Pot Boulevard Northeast, spoke in support of the appeal.
5. Catherine Landstra, 515 11th Avenue Northeast, spoke in support of the appeal.
6. Charlotte Meaders, 515 11th Avenue Northeast, spoke in support of the appeal.
7. Oliver Hess, 803 35th Avenue North, spoke in support of the appeal.
8. Robin Reed, 705 16th Avenue Northeast, spoke in support of the appeal.
9. Emily Elwyn, 836 16th Avenue Northeast, spoke in support of the appeal.
10. Elizabeth Skidmore, 746 18th Avenue Northeast, spoke in support of the appeal.
11. Marcy Mortimer, 115 29th Avenue North, spoke in support of the appeal.
12. Matthew Grececek, 756 18th Avenue Northeast, spoke in support of the appeal.
The following person(s) were present but did not wish to speak:

1. Lee Burgess, 3822 Dr. Martin Luther King, Jr. Street North, was in support of the appeal.
2. Nina Light, 940 42nd Avenue North, was in support of the appeal.
3. Katie Poland, 1918 Brightwaters Boulevard Northeast, was in support of the appeal.
4. Debbie Poland, 1918 Brightwaters Boulevard Northeast, was in support of the appeal.
5. Thomas Nestor, 500 45th Avenue Northeast, was in opposition to the appeal.
6. Carol Fontaine, 1130 North Shore Drive Northeast #703, was in opposition to the appeal.
7. Dana Berg, 446 Rafael Boulevard Northeast, was in support of the appeal.
8. Caroline Skidmore, 746 18th Avenue Northeast, was in support of the appeal.
9. Burchie Ellinger, 1326 Monterey Boulevard Northeast, was in support of the appeal.
10. Catherine Cobb, 726 18th Avenue Northeast, was in support of the appeal.

Councilmember Rice moved with the second of Councilmember Foster that the following resolution be adopted:

2018-451 A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, DENYING THE APPEAL RECEIVED ON MAY 17, 2018 AND UPHOLDING THE COMMUNITY PLANNING AND PRESERVATION COMMISSION'S APPROVAL OF AN APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS TO CONSTRUCT A NEW SINGLE-FAMILY RESIDENCE ON THE PROPERTY LOCATED AT 736 18TH AVENUE NORTHEAST (CITY FILE COA 18-90200016 APPEAL); MAKING FINDINGS BASED ON THE EVIDENCE; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council suspend the 11:00 p.m. rule to take up the Co-Sponsored and Health, Energy, Resiliency & Sustainability Committee reports and defer the Public Services and Infrastructure Committee report to the September 6, 2018 City Council meeting.


In connection with the Health, Energy, Resiliency and Sustainability Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency and Sustainability Committee report of August 9, 2018 presented by Councilmember Rice.


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In connection with the Co-Sponsored Events Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolutions be adopted:

2018-452 A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2019; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY: WE ARE CONCERTS LLC, FESTIVALS OF SPEED, LLC, Cox Media, LLC, WATERCROSS INTERNATIONAL, INC., ET CULTURA LLC, AND LIVE NITE EVENTS, LLC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

2018-453 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING FESTIVALS OF SPEED (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2018-454 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING REGGAE RISE UP MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2018-455 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING REBELUTION (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2018-456 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING 97X BBQ MUSIC AND ARTS FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.
08/23/2018


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report of August 9, 2018 presented by Councilmember Gerdes.

Consent Agenda A  
August 23, 2018

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.


2018-413 2. Approving an increase in allocation for work uniforms with Custom Concepts of St. Petersburg Inc., for a total contract amount of $720,000.

2018-414 3. Approving the purchase of additional high density and fixed storage units, storage containers, and sleeping cots from Patterson Pope, Inc. for the new Police Department headquarters, at a total cost of $522,800. (Public Safety Capital Improvements Fund (3025), Police Facility/EOC project (12847; Engineering Project No. 11234-018)

2018-415 4. Approving a transfer in the amount of $2,197,078 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Water Resources Equipment Replacement Fund (4007) to provide separate accounting and funding for scheduled replacement of the Water Resource Department equipment; approving a transfer in the amount of $1,760,008 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Stormwater Equipment Replacement Fund (4017) to provide separate accounting and funding for scheduled replacement of the Stormwater, Pavement and Traffic Operation Department equipment; and providing an effective date.

2018-416 5. Authorizing the Mayor or his designee to execute a one-year agreement in the amount of $754,000 between the School Board of Pinellas County, Florida and the City of St Petersburg for the continuation of the School Resource Officer Program in the public school system of Pinellas County, and to execute all other documents necessary to effectuate this transaction.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Accepting a proposal from the Florida Department of Management Services, a sole source supplier, for communications services through the State’s CentraNet (CNET) SUNCOM program for the Department of Technology Services, at a total contract amount of $390,000.

2. Accepting a bid from Corus Group, LLC, dba Corus 360, for flash array network data storage hardware and support for the Department of Technology Services (DoTS), at a total cost of $197,125.

3. Approving a job order to Caladesi Construction Co. to construct one tennis court and two pickleball courts for the Engineering & Capital Improvements Department, at a total contract amount of $155,944.37.

4. Approving the purchase of three vehicles from Alan Jay Chevrolet-Cadillac, Inc. and three vehicles from Alan Jay Import Center, Inc. for the Fleet Management Department, at a total cost of $150,800.98. Approving a supplemental appropriation in the amount of $150,800.98 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Maintenance Department, Fleet Mechanical Costs Division (800-2527).

5. Approving an increase in allocation for reflective sign material with Osburn Associates Inc., in the amount of $26,000, for the Stormwater, Pavement & Traffic Operations Department, for a total contract amount of $135,000.

6. A Resolution authorizing the Mayor, or his designee, to execute the License Agreement between the City of St. Petersburg, Florida, and Bada Bing Water Sports, LLC, for an electric boat and PWC rental operation within the Municipal Marina; authorizing the Mayor or his designee to execute the Agreement and all necessary documents; and providing an effective date.
7. Authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with Rony and Ellen M. Shubich, for use of the improved property located at 3100 - 66th Street North, St. Petersburg, as a temporary location for Fire Station No.2.

8. Authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 722 – 18th Street South, St. Petersburg, to Nikita Jenkins for $10,600.

9. Authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with the H & T Global Circuit Factory ("H&T"), for a fee of $250.00 for the entire term, for use of a strip of City-owned property, that is adjacent to the Pinellas Trail, for ingress and egress to H&T’s parking lot.

10. Authorizing the Mayor or his designee to execute an agreement between the Juvenile Welfare Board of Pinellas County ("JWB") and City of St. Petersburg, Florida ("City") for a term of one year ("Agreement") that provides for: 1) a partnership between the City and JWB for $1,000,000 for youth services in specific areas at a cost of $500,000 to both the City and JWB, and 2) a grant from JWB in the amount of $1,588,773 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs; authorizing the Mayor or his designee to execute the agreement and all other necessary documents.

11. Authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of $210,123 from the Florida Department of Health, Bureau of Childcare Food Programs for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

12. Authorizing the Mayor or his designee to accept a Small Matching Grant ("Grant") from the Florida Department of State, Division of Historical Resources ("Division") for the St. Petersburg National Register of Historic Places ("NRHP") and Local Designations for Archaeological Park Sites at a maximum reimbursement amount of $17,900, and to execute an Agreement with the Division and all other documents necessary to effectuate the Grant; approving a supplemental appropriation in the amount of $17,900 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues to the Parks & Recreation Department Administration Division (190-1573).

13. Appointing Darden Rice and Joshua Shulman to the governing board of the Pinellas Suncoast Transit Authority.


15. Appointment of Michael J. Jefferis and Joseph F. Zeoli to the Board of Trustees of the Police Pension Fund.

16. Approving the minutes of the July 12 and July 19, 2018 City Council meetings.
17. Approving a proposed Library Interlocal Agreement (Agreement) jointly developed by member libraries of the Pinellas Public Library Cooperative (PPLC), which will be submitted to the Pinellas County Board of County Commissioners (BCC) for approval to continue the PPLC, starting October 1, 2018 for a period of five years, expiring on September 30, 2023.

18. Accepting a bid from McMullen Roofing, Inc. for roof repairs at the Fleet Special Equipment Building, in the amount of $92,400; and approving a supplemental appropriation in the amount of $92,400 from the unappropriated balance of the Fleet Management Fund (5001), Fleet Management Department, Fleet Services Division (800-2521).

There being no further business Chair Wheeler-Bowman adjourned the meeting at 12:57 a.m.

__________________________
Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ______________________
           Chan Srinivasa, City Clerk
The following page(s) contain the backup material for Agenda Item: Approving the extension of the Fire Protection Services Agreement with Pinellas County (“County”) for the provision of fire protection and suppression to the eastern portion of the Highpoint Fire Control District; authorizing the Mayor or his designee to execute the Extension of Fire Protection Services Agreement; and providing an effective date.
Please scroll down to view the backup material.
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 20, 2018

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

SUBJECT: A resolution approving the extension of the Fire Protection Services Agreement with Pinellas County ("County") for the provision of fire protection and suppression to the eastern portion of the Highpoint Fire Control District; authorizing the Mayor or his designee to execute the Extension of Fire Protection Services Agreement; and providing an effective date.

EXPLANATION: The East Highpoint Fire District is geographically located north and northwest of St. Petersburg's Gateway Neighborhood Fire Station. In 2013, the County notified and requested bids, #123-0226-B(SS), for the provision of services for the entire Highpoint Fire District from each municipality that had contiguous property with the District. These agencies were Largo, Pinellas Park, Clearwater, and St. Petersburg. The City of St. St. Petersburg ("City") submitted a bid on June 4, 2013 for only the East Highpoint Fire District and was awarded the bid for a period of five years beginning October 1, 2013.

On July 23, 2013, the City and the County entered into the Highpoint Fire District Fire Protection Services Agreement ("Agreement") for fire protection and suppression services for East Highpoint. The Agreement was for a five-year term beginning October 1, 2013, and ending September 30, 2018, and provided for an extension for one (1) additional five (5) year term by mutual written agreement.

The City and the County now wish to extend the Agreement for five (5) years until September 30, 2023, utilizing proportionate share funding as outlined on Exhibit B of the Extension of Fire Protection Services Agreement. For FY18-19, County funding to the City is anticipated to be $391,359. The City continues to provide EMS to East Highpoint in accordance with the terms of the 2017 Emergency Medical Services ALS First Responder agreement.

The scope of services includes, but are not limited to, the following:

- Respond with Firefighting Apparatus and Personnel to the scene of a fire, life safety related emergency, man-made or natural disaster or public service request.
- Investigate any fire within the Primary Service Area to determine cause and origin.
- Inspect all commercial, industrial and multi-family dwellings within the Primary Service Area for compliance with the Florida Fire Prevention Code.
- Conduct plan reviews, as requested by the County's Building Department, fire inspections, sprinkler tests, fire alarm tests and final fire inspections within the Primary Service Area, in accordance with the Fire Prevention Code.
- Participate in the Automatic Aid/Closest Unit Response Agreement.
- Response times must meet the minimum standards currently at 7 minutes and 30 seconds 90% of the time.
- The Firefighting Apparatus must at all times be operable, equipped and staffed, with a
minimum of (3) personnel to operate on all emergency and non-emergency calls. One of three firefighters must be trained and designated as a Company Officer, one must be a County Certified Firefighter/Paramedic, and at least one person must be a minimum of a County Certified Firefighter/Emergency Medical Technician.

RECOMMENDATION: Administration recommends approval of the extension of the Fire Protection Services Agreement with Pinellas County for the provision of fire protection and suppression to the eastern portion of the Highpoint Fire Control District; authorizing the Mayor or his designee to execute the extension of Fire Protection Services Agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the General Fund (0001) in equal monthly installments.

Attachments: Extension of Fire Protection Services Agreement
Resolution

APPROVALS:

Administration: [Signature] Budget: Davis L. Fuller 9.6.18
Resolution No. 2018 -

A RESOLUTION APPROVING THE EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT WITH PINELLAS COUNTY FOR THE PROVISION OF FIRE PROTECTION AND SUPPRESSION TO THE EASTERN PORTION OF THE HIGHPOINT FIRE CONTROL DISTRICT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Pinellas County Resolution 78-539 and a subsequent referendum election, Pinellas County (the “County”) created the Highpoint Volunteer Fire Control District (“Highpoint Fire District”) to provide fire protection and suppression services to the unincorporated district; and

WHEREAS, in 2013, an invitation to bid was issued by the County for fire protection and suppression services as well as emergency medical advanced life support first responder services (“EMS”) for the Highpoint Fire District; and

WHEREAS, the City of St. Petersburg (“City”) participated in the bid process and was awarded the bid for the eastern portion of the Highpoint Fire District (“East Highpoint”); and

WHEREAS, the provision of fire protection and suppression services and EMS has been provided by the City to East Highpoint since 2013 in two separate agreements; and

WHEREAS, on July 23, 2013, the City and the County entered into the Highpoint Fire District Fire Protection Services Agreement (“Agreement”) for fire protection and suppression services for East Highpoint; and

WHEREAS, the Agreement was for a five-year term beginning October 1, 2013, and ending September 30, 2018, and provided for an extension for one (1) additional five (5) year term by mutual written agreement; and

WHEREAS, the City and the County wish to extend the Agreement for five (5) years until September 30, 2023, utilizing proportionate share funding as outlined on Exhibit B of the Extension of Fire Protection Services Agreement; and

WHEREAS, the City continues to provide EMS to East Highpoint in accordance with the terms of the 2017 Emergency Medical Services ALS First Responder agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Extension of Fire Protection Services Agreement between the City and Pinellas County for the provision of fire protection and suppression services to East Highpoint is hereby approved.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Extension of Fire Protection Services Agreement between the City and Pinellas County.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]

Administration: [Signature]
EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT
HIGHPOINT FIRE DISTRICT

THIS EXTENSION OF FIRE PROTECTION SERVICES AGREEMENT ("Extension") is made this _____ day of _____________, 2018, by and between the CITY OF ST. PETERSBURG, ("Contractor") and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners.

1. Contractor currently contracts with County to provide fire protection and suppression services to the eastern portion of the Highpoint Fire District as defined in and pursuant to that certain 2013 Fire Protection Services Agreement between the Contractor and County dated July 23, 2013 (the "Agreement").

2. The Agreement, pursuant to its terms, expires September 30, 2018, but includes an option for the parties to extend for one (1) additional five (5) year term.

3. Contractor and County wish to extend the agreement for five (5) years with a new expiration of September 30, 2023, and an effective date retroactive to October 1, 2018, and agree to waive the six-month notification requirement contained in Section 37 of the Agreement.

4. Contractor and County agree to proportionate share funding by the County each Fiscal Year throughout the Extension for Fire Protection Services following the methodology shown on Exhibit B attached. Funding for FY18-19 shall not exceed Three Hundred Ninety One Thousand Three Hundred Fifty Nine Dollars ($391,359) and be based upon the final tax roll and the adopted budget.

5. Contractor and County agree that, except as provided herein, upon approval of this Extension, all terms of the Agreement will remain in force and effect as if the original term of the contract extended to September 30, 2023.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Contractor and County hereby agree to extend the term of the Agreement for one (1) five (5) year term, to September 30, 2023 on the terms and conditions stated above.
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _______ day of ____________________, 2018.

ATTEST:  
Ken Burke, CLERK

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Print: __________________________
Title: __________________________

CITY OF ST. PETERSBURG, FLORIDA

Attest:

Approved as to Content and Form:

______________________________  ______________________________
City Clerk  City Attorney (Designee)
EXHIBIT B
PROPORTIONAL SHARE FUNDING METHODOLOGY

<table>
<thead>
<tr>
<th>FY18-19 Fire Protection Services Budget for Fire Station 14</th>
<th>County %</th>
<th>County Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est. $892,940</td>
<td>Est. 43.8%</td>
<td>Est. $391,369</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY18-19 Taxable Value</th>
<th>Taxable Value</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unincorporated Feather Sound Community Service Municipal Services Taxing Unit (Millage Code FSMT)</td>
<td>$314,726,821</td>
<td>27.7%</td>
</tr>
<tr>
<td>Unincorporated High Point East Fire District (Millage Code HPTF)</td>
<td>$182,900,880</td>
<td>16.1%</td>
</tr>
<tr>
<td>City of St. Petersburg within the High Point East Fire District (Millage Code SP)</td>
<td>$837,778,252</td>
<td>56.2%</td>
</tr>
<tr>
<td>Total</td>
<td>$1,136,405,933</td>
<td></td>
</tr>
</tbody>
</table>

Per 2018 Taxable Value Preliminary Roll 07-01-18
per the Pinellas County Property Appraiser.

The funding calculation shall be based upon the Final Tax Roll and the Adopted Budget each Fiscal Year.
The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute a Letter of Agreement and Contract with the Institute of Police Technology and Management at the University of North Florida in Jacksonville (“IPTM”) for pass through of funds from the Florida Department of Transportation (“FDOT”) in the amount of $75,302.40 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $75,302.40 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant Project (TBD); and providing an effective date.
Please scroll down to view the backup material.
Resolution No. 2018_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LETTER OF AGREEMENT AND CONTRACT WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT AT THE UNIVERSITY OF NORTH FLORIDA IN JACKSONVILLE ("IPTM"), FOR PASS THROUGH OF FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") IN THE AMOUNT OF $75,302.40 TO FUND POLICE DEPARTMENT OVERTIME COSTS INCURRED BY HIGH VISIBILITY ENFORCEMENT FOR THE PEDESTRIAN AND BICYCLE SAFETY CAMPAIGN; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $75,302.40 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, TRAFFIC & MARINE (140-1477), HIGH VISIBILITY ENFORCEMENT GRANT PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded a pass through grant to the City of St. Petersburg in the amount of $75,302.40 ("Grant") for the High Visibility Enforcement for Pedestrian and Bicycle Safety Campaign ("Campaign"); and

WHEREAS, the Campaign is a component of Florida’s Bicycle/Pedestrian Focused Initiative Communication & High Visibility Enforcement Implementation; and

WHEREAS, law enforcement support will be used to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties throughout the state; and

WHEREAS, the City and the Institute of Police Technology and Management at the University of North Florida in Jacksonville ("IPTM"), FDOT’s contract manager for the Grant, have entered into a Letter of Agreement and Contract ("Contract") to receive the Grant funds, subject to City Council approval; and

WHEREAS, the Contract provides that the Police Department is required to submit monthly reports to IPTM, and

WHEREAS, 100% of the grant funds will be allocated to the Police Department for pedestrian and bicycle safety enforcement overtime costs; and

WHEREAS, a supplemental appropriation in the amount of $75,302.40 from the increase in the unappropriated balance of the General Fund (0001), resulting from the grant funds, is required.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Letter of Agreement and Contract with the Institute of Police Technology and Management at the University of North Florida in Jacksonville ("IPTM"), for pass through of funds from the Florida Department of Transportation ("FDOT") in the amount of $75,302.40 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Enforcement Campaign; and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY18;

**General Fund (0001)**
- Police Department, Traffic & Marine (140-1477),
- High Visibility Enforcement Grant Project (TBD)
- $75,302.40

This resolution shall take effect immediately upon its adoption.

Approvals:

Legal: ___________________________ Administration: ___________________________

Budget: ___________________________

Legal: 00388401 doc v1
St. Petersburg City Council
Consent Agenda
Meeting September 20, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a Letter of Agreement and Contract with the Institute of Police Technology and Management at the University of North Florida in Jacksonville ("IPTM") for pass through of funds from the Florida Department of Transportation ("FDOT") in the amount of $75,302.40 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $75,302.40 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant Project (TBD); and providing an effective date.

EXPLANATION: Statistics show that additional emphasis should be placed on pedestrian and bicycle safety. In 2015, traffic crashes in Florida resulted in 632 pedestrian fatalities, 7,870 pedestrian injuries, 154 bicyclist fatalities and 6,691 bicyclist injuries, nearly double the national average for pedestrians and nearly triple the national average for bicyclists according to the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts (2016 to date not posted.) The program effort will utilize law enforcement support in high priority counties throughout the state to educate and enforce safe pedestrian, bicyclist and driver behaviors with the main objective being to reduce traffic crashes and fatalities involving pedestrians and bicyclists through the use of selected traffic education and enforcement operations. This campaign is a component of Florida’s Bicycle/Pedestrian Focused Initiative Communication and High Visibility Enforcement Implementation under the direction of the Florida Department of Transportation ("FDOT") and the Institute of Police Technology and Management at the University of North Florida in Jacksonville ("IPTM").

The High Visibility Enforcement for Pedestrian and Bicycle Safety Campaign Grant ("Grant") has been awarded by FDOT to the City of St. Petersburg in the amount of $75,302.40 for the High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign. The Grant requires no matching funds. 100% of the Grant funds will be allocated to the Police Department for pedestrian and bicycle safety enforcement overtime costs. The Grant is administered by the University of North Florida in Jacksonville.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a Letter of Agreement and Contract
with the Institute of Police Technology and Management at the University of North Florida Jacksonville ("IPTM") for pass through of funds from the Florida Department of Transportation ("FDOT") in the amount of $75,302.40 to fund Police Department overtime costs incurred by High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $75,302.40 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant Project (TDB); and providing an effective date.

COST/FUNDING INFORMATION: The grant will provide funds through May 17, 2019. A supplemental appropriation in the amount of $75,302.40 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional funds, to the Police Department, Traffic & Marine (140-1477), High Visibility Enforcement Grant Project (TBD) is required.

Attachments: Resolution
Grant Agreement

Approval
Administration: [Signature]      Budget: [Signature]
Letter of Agreement and Contract

In this contract between the City of St. Petersburg ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 17, 2019.

Total contract amount will not exceed $75,302.40

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G0Y79. All services must be completed by May 17, 2019. The final invoice must be received by June 1, 2019 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of FDOT or the University. The Vendor agrees to be fully responsible for all claims for damages and liability arising out of the negligent or wrongful acts or omissions of its employees while acting within the scope of the employee’s office or employment and while providing services under this contract. As “state agencies or subdivisions” of the State of Florida within the meaning of Section 768.28(2), Florida Statutes, FDOT, the University, and the Vendor’s (“State Agencies” or individually “State Agency”) respective total liability shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the State Agencies to be sued by third parties in any matter arising out of this contract or as a waiver by the State Agencies of any immunities, rights or limits to liability provided by Florida law. Each State Agency shall be responsible for its own attorney fees in the event of a dispute.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.
EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN

I. OBJECTIVE:
The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The main objective of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists through the use of selected traffic education and enforcement operations.

II. PURPOSE:
In 2016, 3,176 people lost their lives in traffic crashes on Florida’s roadways. More than 21% of them were pedestrians (667) and more than 4% were bicyclists (140).

The Purpose of this funding opportunity is to develop and implement effective community level high visibility enforcement operations in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project Goal is to increase awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida’s roads.

Pedestrians and bicyclists are more vulnerable that all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida’s Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation. This campaign supports the goals established in Florida’s Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to educate pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and to increase compliance with those laws.

III. SERVICES TO BE PROVIDED BY THE VENDOR:
A. High Visibility Enforcement of all road users, including pedestrians, bicyclists, and motorists, in an effort to change behaviors and improve the safety of pedestrians and bicyclists. Conduct on-street education and enforcement operations that include the distribution of educational materials with each contact. The issuance of warnings and/or citations to pedestrians, bicyclists, and motorists must comply with Florida Statutes. The Vendor must emphasize education and document educational efforts in each detail report throughout the entire contract period.

B. Operations must begin within 30 days of the contract execution date. Exceptions for delayed start may be approved if a State of Emergency is declared by the Governor that directly impacts the Vendor's ability to perform. All exceptions require the approval of IPTM and FDOT.

City of St. Petersburg
C. The Vendor shall distribute the provided safety educational materials during ALL High Visibility Enforcement operations. Materials are provided to you free of charge for this purpose. Enforcement agencies may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form is required for each bicycle light set that is distributed. Bicycle Light Distribution Assurance Forms must be signed by the officer and included with the detail report submission.

D. Media Releases. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The initial required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the operation start date. The second required media release must include a reminder that enforcement operations are ongoing. This release must be distributed half way through the contract period. Additional media engagement is encouraged throughout the contract period. Media releases may include social or digital media, but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report as a backup documentation component for invoicing during the period in which it is conducted.

IV. IPTM RESPONSIBILITIES:
IPTM will provide the required training/training materials, a copy of Florida’s Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media will be requested by the Vendor, but are subject to availability. IPTM reserves the right to review and audit the Vendor’s compliance with the terms of this Letter of Agreement and Contract during business hours and at IPTM’s sole expense. In the event IPTM determines that the Vendor is not averaging the required number of operations, hours, and officers in each operation over the period of time between the date delivery of services commences and the audit date, as agreed to herein, IPTM may reduce the funding for the remaining term of the Agreement by the percentage difference between the required number of operations and officers and the Actual Average. (Information regarding the “Actual Average” can be found on the last page of this contract.)

V. VENDOR RESPONSIBILITIES:

ON-STREET OPERATIONS
Funding is restricted to on-street overtime operations conducted by sworn enforcement officers for the specific purpose of reducing traffic crashes that may result in serious or fatal injuries to pedestrians and bicyclists at the locations specified and at the level of effort listed in Exhibit B of this contract. The Vendor will be reimbursed based on performance of specific tasks listed within the contract. Invoices must document that each officer has worked a minimum of 40-hours regular time during the period in which overtime enforcement details occurred in order to be eligible for reimbursement. No hours may be charged for efforts other than those specified in Exhibit B of this contract. Example: General speed enforcement would not qualify for reimbursement, however, enforcing speed in a priority area where data reflects that speed is contributing to traffic crashes involving pedestrians and bicyclists would qualify for reimbursement. Vendors will not be reimbursed for operations that take place outside of the identified areas listed in Exhibit B.

These funds may not to be used to supplant the Vendor’s ongoing enforcement and educational efforts or efforts funded by other local, state, or federal agreements. Duplicated efforts are not eligible for reimbursement. Only sworn law enforcement officers are eligible to conduct activities under this agreement (Community Service Officer (CSO) are not eligible for reimbursement).

City of St. Petersburg
High Visibility Enforcement details and the required four (4) hour classroom based training that are conducted after the initial forty (40) hour requirement is met are eligible for reimbursement through this contract. Hours that are not in excess of an officer’s normal 40-hour work week are not eligible for reimbursement. Other enforcement operations, roll call video training, outreach, school events, administrative time, etc. are not eligible for reimbursement under this contract, even if they exceed a normal forty (40) hour work week.

NON-DISCRIMINATION AND ETHICAL STANDARDS
No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

TRAINING & PERSONNEL RATES
Training is mandatory for all officers performing high visibility enforcement.

Officers that qualified in FY 17/18 (took and passed the roll call training videos and quizzes) are eligible to participate in FY 18/19 without additional training.

Any officer that did not qualify in FY 17/18 is required to participate in the four (4) hour classroom based training before they are eligible to participate in High Visibility Enforcement Details beginning July 1, 2018.

All officers will be required to complete the four (4) hour classroom based training to be eligible to work high visibility enforcement details beginning July 1, 2019.

Note: The four (4) hour classroom based training is provided free of charge through the Institute of Police Technology and Management (IPTM). Information on how to schedule the four (4) hour classroom based training will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies.

Officers time for completing the four (4) hour classroom based training is eligible for reimbursement under this contract only after the officer qualifies for overtime pay (after first completing their normal forty (40) hour work week). Officers time for completing the training during their normal forty (40) hour work week is not eligible for reimbursement under this contract.

OPTIONAL: We strongly encourage all officers to take the following roll call video training annually as a refresher:
   “Pedestrian Safety Training for Law Enforcement” http://www.jadlest.org/Projects/NLEARN.aspx
   “Enhancing Bicycle Safety: Law Enforcement’s Role” http://www.jadlest.org/Projects/NLEARN.aspx

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement. A certification of completion of the required training, and the fully-loaded hourly overtime rate range (no more than +/- $5.00) to be used for each officer must be submitted with the personnel authorization. The contract hourly billing rate range shall include the costs of hourly overtime plus associated fringe benefits. Only hours from officers listed and within the rate range shown on the authorized personnel list are eligible for reimbursement under this agreement. The

City of St. Petersburg
authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – All rates must match the payroll documentation submitted with each monthly invoice.)

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.
Each Law Enforcement Agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts outlined within their High Visibility Enforcement contract within the contract period to be eligible for “agency of the year award” consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met. Performance will be tracked through monthly activity reports and measured against the established enforcement plan.

CONSEQUENCES FOR NON PERFORMANCE
If the Vendor is not meeting the agreed upon level of effort as outlined in Exhibit B, the full amount of funding for subsequent periods will be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If minimum performance requirements are not met, the invoice will be pro-rated, and payment will only be made for services that were completed as outlined in this agreement.

INVOICES
Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Failure to submit invoices as outlined in this contract may result in termination of the agreement. If payroll is bi-weekly, invoices may be submitted after every two pay periods. Invoices must contain the following:

- **Invoice**: summary of hours charged and total due. Vendor must use the invoice template provided by IPTM.
- **Personnel Timesheets**: total hours for each individual officer must be reported. Total hours include hours worked on this contract, and any other hours the officer works during the month. The timesheets should clearly indicate that the hours charged to this HVE contract are above and beyond the officer’s normal 40-hour workweek. All hours must be documented and documentation submitted with each invoice. Vendors must submit hours using the Personnel Services Timesheet template provided by IPTM.
- **Activity Reporting form**: one page for each operation/location completed showing officers assigned, date, times, location, safety issue addressed and corresponding enforcement approaches used, contacts overview, number of materials distributed, and the numbers of warnings and citations issued to motorists, pedestrians, and bicyclists under each Statute. Vendors must utilize the Activity Reporting Form template provided by IPTM.
- **Payroll documentation**: Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate overtime rates that match the invoice, when each officer performed overtime activities (must match the personnel timesheet), that the hours being claimed are for hours worked in excess of the normal 40 hour workweek, and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement. Any personal information, such as social security numbers, should be redacted.

City of St. Petersburg
• **Personnel Letter:** Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and a fully-loaded hourly overtime rate range (no more than +/- $5.00) to be used for each officer. Time for training may not be charged to this contract.

• **Proof of Media Engagement:** Proof of media engagement must be provided within 30 days of the press release or news report as a backup documentation component for invoicing during the period in which it is conducted. See Section III for additional details.

All invoices must include the dates of service (to/from) and the following certification statement: “All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted.” The certification statement must be signed by an authorized agent of the “Vendor”. Invoices must be submitted through the provided online platform. In case access to the provided online platform cannot be obtained, invoice documentation can be sent electronically to a.roop@unf.edu

**Performance Measures:**
Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Activity Reports
- Proof of media engagement
- Proof of officer training

**Quantifiable, measureable, and verifiable deliverables**

- A total of 80 operations to be completed during the contract period.
- An actual average of 32.8 hours per week to be maintained or exceeded during the contract period.
- Activity reports to be submitted for all 80 details worked. Activity reports must indicate educational material distribution and must include any Bicycle Light Assurance Distribution forms.
EXHIBIT "B"

EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN
SERVICE PROVIDED: Enhanced Traffic Enforcement Detail/High Visibility Enforcement

<table>
<thead>
<tr>
<th>Number of operations to be completed</th>
<th>80</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours per operation</td>
<td>4</td>
</tr>
<tr>
<td>Officers per operation</td>
<td>4</td>
</tr>
</tbody>
</table>

List of approved intersections/corridors to conduct operations

- 34th Street between 26th Avenue South and 38th Avenue North
- 4th Street between 22nd Avenue South and 77th Avenue North
- Dr. MLK Street between 22nd Avenue South and 9th Avenue North
- 49th Street between 8th Avenue South and 38th Avenue North
- 66th Street & 30th Avenue North
- 5th Avenue North between 34th Street North and 1st Street North
- Central Avenue N between 1st Street North and 34th Street North
- 1st Avenue North between 1st Street North and 42th Street North
- 16th St South & 14th Ave South

Actual Average = (Total # of details x # officers per detail x # hours per details / Total # of weeks) = 32.8

Total Project budget not to exceed: $75,302.40

NOTE: Total budget calculated from 39 weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

City of St. Petersburg
1. 34th Street between 26th Avenue South and 38th Avenue North
2. 4th Street between 22nd Avenue South and 77th Avenue North
3. Dr. MLK Street between 22nd Avenue South and 9th Avenue North
4. 49th Street between 8th Avenue South and 38th Avenue North
5. 66th Street & 30th Avenue North
6. 5th Avenue North between 34th Street North and 1st Street North
7. Central Avenue N between 1st Street North and 34th Street North
8. 1st Avenue North between 1st Street North and 42nd Street North
9. 16th St South & 14th Ave South
Letter of Agreement and Contract

SIGNATURE PAGE

Agency Name (Vendor): City of St. Petersburg

FEID#: 59-60000424

Address: 175 Fifth Street North

City: St. Petersburg  State: FL  Zip: 33701

Shari Shuman, President
University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

Cameron Pucci, Director

8/21/18
Date

8/24/18
Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Karika Tomalin
Vendor's Authorized Agent

8/16/18
Date

City Administrator
Title

Karika Tomalin
Printed Name

City Attorney (Designee)
By: Assistant City Attorney

City of St. Petersburg
Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G0Y79
State and Federal Requirements:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:


FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code [http://www.house.gov/browse.xhtml]

Title 49 – Transportation, United States Code [http://www.house.gov/browse.xhtml]


Federal Highway Administration – Florida Division [www.fhwa.dot.gov/ftdv]

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) [www.faa.gov]

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, and must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or University. The Vendor Ombudsman may be contacted at (850) 413-5516.

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the contract scope of work as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.


The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(e) and 287.134(2)(a), Florida Statutes.

(a) Section 287.133(2)(a), 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134(2)(a), F.S. An entity or affiliate who has been placed on the discriminatory vendor list 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.

City of St. Petersburg
All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. Only costs directly related to the approved scope of services within the attached contract shall be allowable.

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 251(g) (currently $25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retention, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and all relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply with monitoring procedures in place. The vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs. The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processing deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

City of St. Petersburg
(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal audit identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the sub-recipient’s audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;

b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;

c. Wholly or partly suspend or terminate the contract;

d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);

e. Withhold further contracts pursuant to Federal awards for the Project or program;

f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendor records including financial statements, the independent auditor’s working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suannee Street
Tallahasssee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Manager’s decision may be appealed in writing within 30 calendar days from the notification to the Governor’s Highway Safety Representative, whose decision is final. Address is:

City of St. Petersburg
Florida Department of Transportation
Attn: Trenda McPherson, State Bicycle Pedestrian Safety Program Manager
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor’s Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (US DOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

Disadvantaged Business Enterprises (DBE)
(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:
The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the subrecipient, its implementing agency, or the Department deems appropriate.Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:
The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendor's part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of $100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of $100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:
- Failure to provide the required audits
- Failure to provide required reports in the required time frame
- Failure to perform work described in the contract scope of services
- Providing fraudulent reports or invoices
- Misuse of materials or equipment provided through this contract

City of St. Petersburg
Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall:
(a) Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex which includes discrimination on the basis of sexual orientation), 500-065-01 SAFETY 04/17 19
(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term `programs or activities' to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12111-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
(h) Executive Order 12896, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
(i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subcontract, the Subrecipient agrees:
(a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
(b) Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
(c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
(d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
(e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extensions, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loan, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
July 30, 2018

Mr. Al Roop, Assistant Director
Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:
High Visibility Enforcement
Project Number: 433144-1-8404
Contract Number: G0Y79

Dear Mr. Roop:

We have reviewed the attached draft subcontract agreement with the City of St. Petersburg for High Visibility Enforcement in the amount of $75,302.40. and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 17, 2019 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at trenda.mcpherson@dot.state.fl.us or (850) 414-4025.

Sincerely,

Trenda McPherson, FCCM
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File
The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept $111,770.50 from Pinellas County (“County”) as the City’s share of the FY2017 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set forth in the County’s grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $111,770.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2017 Project (TBD); and providing an effective date. Please scroll down to view the backup material.
St. Petersburg City Council  
Consent Agenda  
Meeting of October 4, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept $111,770.50 from Pinellas County ("County") as the City’s share of the FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding of law enforcement initiatives as set forth in the County’s grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $111,770.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2017 Project (TBD); and providing an effective date.

EXPLANATION: The City and Pinellas County ("County") are Bureau of Justice Statistics ("BJS") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. Because BJS determined that the City and the County had a disparate allocation of JAG funds, the City and County were required to evenly divide funds available to the two entities. The City of St. Petersburg and the Pinellas County Board of County Commissioners ("BOCC") entered into a Memorandum of Understanding agreeing to allocate $111,770.50 of the $223,541.00 FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG") to each entity’s law enforcement agency. The County will serve as the grant applicant and fiscal agent. The City will submit expenditure documentation to the County for reimbursement of eligible costs. The grant requires no local matching funds.

The City’s $111,770.50 will be used to continue funding for a number of law enforcement and crime prevention initiatives which were started under the Local Law Enforcement Block Grant Program. These initiatives include supplemental support for Community Resource Centers, Select and Targeted Media Initiatives, Volunteer Programs, Rental Vehicles for Special Investigations Crime Prevention copier/printer costs, and Law Enforcement Overtime for crime prevention and the recruitment of new Officers.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept $111,770.50 from Pinellas County ("County") as the City’s share of the FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding of law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $111,770.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2017 Project (TBD) and providing an effective date.

COST/FUNDING Information: The grant will fund law enforcement and crime prevention initiatives effective October 1, 2018 through September 30, 2020. A supplemental appropriation in the amount of $111,770.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2017 Project (TBD) is required.

Approvals:
Administration: ____________________________  Budget: ____________________________
Legal: 00386910.doc v1
Resolution No. 2018-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT $111,770.50 FROM PINELLA S COUNTY ("COUNTY") AS THE CITY'S SHARE OF THE FY2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") TO CONTINUE FUNDING OF LAW ENFORCEMENT INITIATIVES AS SET FORTH IN THE COUNTY'S GRANT APPLICATION, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $111,770.50 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE POLICE GRANT FUND (1702), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, FISCAL SUPPORT (140-1389) JAG 2017 PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Pinellas County ("County") are Bureau of Justice Statistics ("BJS") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds; and

WHEREAS, the City and the County have entered into a Memorandum of Understanding ("MOU") stipulating that the FY2017 JAG Award of $223,541.00 will be allocated evenly between the parties ($111,770.50 to each entity); and

WHEREAS, pursuant to the MOU, the County applied for the JAG funds and was designated as the grant applicant and fiscal agent for distribution of the funds; and

WHEREAS, the City will submit expenditure documentation to the County for reimbursement of eligible costs; and

WHEREAS, the City's $111,770.50 will be used to continue funding for a number of law enforcement and crime prevention initiatives which were started under the Local Law Enforcement Block Grant Program, including a supplemental support for Community Resource Centers, Select and Targeted Media Initiatives, Volunteer Programs, Rental Vehicles for Special Investigations, Crime Prevention Copier/Printer Costs, and Law Enforcement Overtime for crime prevention and the recruitment of Officers; and

WHEREAS, a supplemental appropriation in the amount of $111,770.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2017 Project (TBD) is required.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept $111,770.50 from Pinellas County ("County") as the City’s share of the FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, the following supplemental appropriation for FY2019:

Police Grant Fund (1702)
Police Department, Fiscal Support (1401389), JAG 2017 Project (TBD) $111,770.50

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: __________________ Administration: __________________

Budget: __________________

Legal: 00386911.doc v1
1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Pinellas County
315 Court Street
Clearwater, FL 33756-5165

4. AWARD NUMBER: 2017-DJ-EX-0801

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2020
BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2020

6. AWARD DATE 06/26/2016

7. ACTION Initial

8. SUPPLEMENT NUMBER

9. PREVIOUS AWARD AMOUNT $0

10. AMOUNT OF THIS AWARD $223,541

11. TOTAL AWARD $223,541

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGES.

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY 17 (BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797(e-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758), see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT
GPRS

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Alan R. Hasson
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Mark S. Woodard
County Administrator

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

19A. DATE 7/24/18

20. ACCOUNTING CLASSIFICATION CODES

21. SDJU071657

OJP FORM 40002 (REV. 3-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 40002 (REV. 4-88)
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide DOJ/index.htm), including any updated version that may be posted during the period of performance.
SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after either (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmats.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply with this condition may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/Subaward/Authorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/Noncompetitive/Procurement.htm. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000), and are incorporated by reference here.)
SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guidelines

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guidelines for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantees list.
SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

OJP FORM 4000/2 (REV. 4-98)
20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://oig.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by— (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.
SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

   a. it represents that--

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51223 (October 1, 2009), DOJ encourages recipients and subrecipients (“subgrantees”) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP’s guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP’s monitoring activities may result in actions that affect the recipient’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient’s access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantees; or termination of an award(s).

26. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/ExploreFFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

31. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
SPECIAL CONDITIONS

33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfl.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA’s web site and the Center for Task Force Integrity and Leadership (www.ctfl.org).

35. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA’s request.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
SPECIAL CONDITIONS

37. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year floodplain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/NEPA.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient’s Existing Programs or Activities: For any of the recipient’s or its subrecipients’ existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

38. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance (Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
SPECIAL CONDITIONS

39. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

40. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

41. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

42. Required monitoring of subawards

The recipient must monitor subawards under this JAG award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

43. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GJP’s GMS (https://grants.ojp.usdoj.gov). Consistent with the Department’s responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA’s Performance Measurement Tool (PMT) website (www bjapereormacetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

44. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
45. Prohibited Expenditures List

   Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

46. Controlled expenditures - prior written approval required

   Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

47. Controlled expenditures - incident reporting

   If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of—(1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at https://ojp.gov/docs/LE-Equipment-WG-Final-Report.pdf.

48. Sale of items on Controlled Expenditure List

   Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

   a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

   b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

   c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

   The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

49. Prohibited or controlled expenditures - Effect of failure to comply

   Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.
50. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2016

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2016), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum—(1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a unit of local government

In order validly to accept this award, the applicant local government must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the local government). Unless that executed certification either—(1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP’s GMS no later than the day the signed award document is submitted to OJP, any submission by a unit of local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the unit of local government does submit the necessary certification regarding 8 U.S.C. 1373, it may submit a fully-executed award document executed by the unit of local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribes.
SPECIAL CONDITIONS

53. Ongoing compliance with 8 U.S.C. 1373 is required

1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, agency, or official may prohibit or in any way restrict—(1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a), or (2) a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/explore/sampleCertifications-8USC1373.htm. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996), and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
SPECIAL CONDITIONS

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

54. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify

1. If the recipient is a State or local government--

   A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

   B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."

   C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373.

   D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."

2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

4. Rules of Construction

   A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

   B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.
55. Required State-level rules or practices related to aliens, allowable costs

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).

(2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). In the event that (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.
AWARD CONTINUATION SHEET
Grant

SPECIAL CONDITIONS

NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes — to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

56. Required local-government-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award—

A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of— (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

59. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

60. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed as determined by OJP, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.
Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Pinellas County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.
1. STAFF CONTACT (Name & telephone number)
   Tarasa Yates
   (202) 598-7372

2. PROJECT DIRECTOR (Name, address & telephone number)
   Lisa Carrillo
   Grants Specialist
   10750 Ulmerton Road
   Largo, FL 33778-1703
   (727) 582-5810

3a. TITLE OF THE PROGRAM
   BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT
   Pinellas County JAG 2017 Program

5. NAME & ADDRESS OF GRANTEE
   Pinellas County
   315 Court Street
   Clearwater, FL 33756-5165

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD
   FROM: 10/01/2016 TO: 09/30/2020

8. BUDGET PERIOD
   FROM: 10/01/2016 TO: 09/30/2020

9. AMOUNT OF AWARD
   $ 223,541

10. DATE OF AWARD
    06/26/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR’S BUDGET AMOUNT

13. THIRD YEAR’S BUDGET PERIOD

14. THIRD YEAR’S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/JAG). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any
equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF
The following page(s) contain the backup material for Agenda Item: Resolution establishing the Clean Zone Time Period for the 2018 Major League Baseball Playoffs, including the World Series. Please scroll down to view the backup material.
SAINT PETERSBURG CITY COUNCIL

CONSENT AGENDA

Meeting of September 20, 2018

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

SUBJECT: Resolution establishing the Clean Zone Time Period for the 2018 Major League Baseball Playoffs, including the World Series

BACKGROUND: The Tampa Bay Rays were advised by Major League Baseball (MLB) of its desire to have any teams potentially competing in post season play to take necessary steps to implement a “Clean Zone” during these events. The Rays have requested that the City implement a Clean Zone around Tropicana Field beginning on October 2, 2018, the start date of the post season. The Clean Zone is requested to be continued as long as the Rays are a post season participant, up to and including the 2018 World Series to be played from October 23rd through October 31st.

The concept of a “Clean Zone” has long been associated in connection with major national sporting events in order to regulate temporary commercial activities, prevent illegal activity and enhance the aesthetic qualities of the area surrounding the event. The City previously enacted a Clean Zone during the Rays participation in the 2008 World Series and in 2010 and 2013 for Rays Postseason play. The geographic area governed by these regulations is generally between 8th and 19th Streets and between 1st Avenue North and 6th Avenue South (see attached aerial).

In 2010, City Council approved City Ordinance 988-G designating a portion of the Downtown as a “Clean Zone”. A provision within this Ordinance requires City Council to establish the dates that the Ordinance will be in effect by Resolution. The attached Resolution establishes the “Clean Zone Time Period” for the 2018 post season.

RECOMMENDATION: Administration recommends APPROVAL of the attached Resolution.

Attachments: Resolution
Aerial Map

City Development Administration
A RESOLUTION ESTABLISHING THE CLEAN ZONE TIME PERIOD FOR THE 2018 MAJOR LEAGUE BASEBALL PLAYOFFS, INCLUDING THE WORLD SERIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") may be the host of Major League Baseball playoffs, including the World Series, now and in the future; and

WHEREAS, these events will attract many visitors to the City and expose the City to television viewers internationally; and

WHEREAS, these events will have a positive economic impact on the City and encourage other events to come to the City; and

WHEREAS, it is in the best interest of the City and its residents to regulate the area which will be the focus of these activities to preserve the public health, safety and welfare of all citizens, visitors and participants; and

WHEREAS, the City Council adopted Ordinance 998-G on October 7, 2010 establishing a Clean Zone and regulations to be in effect during Major League Baseball playoffs, including the World Series, now and in the future; and

WHEREAS, the ordinance provides that City Council shall by resolution establish the dates when the ordinance shall be in effect ("Clean Zone Time Period").

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Clean Zone Time Period for the 2018 Major League Baseball playoffs, including the World Series, shall begin at 12:01 a.m. on October 2, 2018 and end twenty four (24) hours after the conclusion of the final game of the World Series.

This resolution shall take effect immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)

City Development Administration

00398366 9-20-18 Meeting
The following page(s) contain the backup material for Agenda Item: Confirming the appointment of Gerard Douglas to the Public Arts Commission. Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of September 20, 2018

TO:       Members of City Council
FROM:     Mayor Rick Kriseman
RE:       Confirming the appointment of Gerard Douglas to the Public Arts Commission.

I respectfully request that Council confirm the appointment of Gerard Douglas as a regular member to the Public Arts Commission to fill an unexpired four-year term ending February 28, 2022.

RK/cs
Attachment
cc: W. Atherholt, Director of Cultural Affairs
A RESOLUTION CONFIRMING THE APPOINTMENT OF REGULAR A MEMBER TO THE PUBLIC ARTS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Gerard Douglas as a regular member to the Public Arts Commission to fill an unexpired four-year term ending February 28, 2022.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with the Pier Aquarium, Inc., a Florida non-profit corporation, for space within the City-owned Port Terminal Building located at 250 - 8th Avenue Southeast, St. Petersburg; 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.)
Please scroll down to view the backup material.
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 the Lease Agreement with the Pier Aquarium, Inc., a Florida non-profit corporation, for space within the City-owned Port Terminal Building located at 250 - 8th Avenue Southeast, St. Petersburg; 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: Pursuant to City Council Resolution No. 2015-220, the City of St. Petersburg ("City") executed a Lease Agreement dated September 9, 2015 ("Lease") with the Pier Aquarium, Inc. ("Tenant"), a Florida non-profit corporation, for the Tenant's use of ±10,713 square feet of space located in City-owned Port Terminal Building ("Premises"), for a term of three (3) years. Under the terms of the Lease, the Tenant was to develop and operate a Marine Science Education and Preview Center ("Center") through the collaborative efforts of the St. Petersburg Ocean Team, a consortium of marine science, oceanographic and environmental research agencies and institutes including, USF College of Marine Science, Florida Institute of Oceanography, Florida Fish and Wildlife Research Institute, USGS, NOAA and Blue Ocean Film Festival, as well as others. The Center was to feature interactive marine science/research educational exhibits and displays sponsored by members of the St. Petersburg Ocean Team, such as marine life touch tanks, "Science on a Sphere", a real-time global ocean display, "Blue Ocean" films within a small viewing room, among other marine science exhibits.

Following certain required City improvements to the Premises, the Lease commenced on April 1, 2017. Although the Tenant was moving forward with plans for the Center, the Tenant has subsequently notified Administration that the Tenant's fundraising efforts have not yielded sufficient finances to fund the Center as originally contemplated under the Lease. For the above stated reason, the Tenant and the City have agreed to amend the Lease, subject to City Council approval, to allow either party the option to terminate the Lease prior to the end of the originally contemplated Term with at least a thirty (30) day written notice. Although the Tenant is unable to fully fund the Center as contemplated, both parties believe the Tenant's continued utilization of the Premises, until such time as the City finds another occupant for the Premises, would mutually benefit both parties.

This property is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation. The Lease is in compliance with Section 1.02(c)(2) of the City Charter which permits a lease not exceeding the lease terms permitted by the City Park and Waterfront Map 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 First Amendment to the Lease Agreement with the Pier Aquarium, Inc., a Florida non-profit corporation, for space within the City-owned Port Terminal Building located at 250 - 8th Avenue Southeast, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Resolution No. 2018 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH THE PIER AQUARIUM, INC., A FLORIDA NON-PROFIT CORPORATION, FOR SPACE WITHIN THE CITY-OWNED PORT TERMINAL BUILDING LOCATED AT 250 - 8TH AVENUE SOUTHEAST, ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to City Council Resolution No. 2015-220, the City of St. Petersburg ("City") executed a Lease Agreement dated September 9, 2015 ("Lease") with the Pier Aquarium, Inc. ("Tenant"), a Florida non-profit corporation, for Tenant's use of ±10,713 square feet of space located in City-owned Port Terminal Building ("Premises"), for a term of three (3) years; and

WHEREAS, under the terms of the Lease, the Tenant was to develop and operate a Marine Science Education and Preview Center ("Center") through the collaborative efforts of the St. Petersburg Ocean Team, a consortium of marine science, oceanographic and environmental research agencies and institutes including, USF College of Marine Science, Florida Institute of Oceanography, Florida Fish and Wildlife Research Institute, USGS, NOAA and Blue Ocean Film Festival, as well as others; and

WHEREAS, following certain required City improvements to the Premises, the Lease commenced on April 1, 2017; and

WHEREAS, although the Tenant was moving forward with plans for the Center, the Tenant has subsequently notified Administration that the Tenant's fundraising efforts have not yielded sufficient finances to fund the Center as originally contemplated under the Lease; and

WHEREAS, for the above stated reason, the Tenant and the City have agreed to amend the Lease, subject to City Council approval, to allow either party the option to terminate the Lease prior to the end of the originally contemplated Term with at least a thirty (30) day written notice; and

WHEREAS, although the Tenant is unable to fully fund the Center as contemplated, both parties believe the Tenant’s continued utilization of the Premises, until such time as the City finds another occupant for the Premises, would mutually benefit both parties; and

WHEREAS, this property is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation; and
WHEREAS, the Lease is in compliance with Section 1.02(c)(2) of the City Charter which permits a lease not exceeding the lease terms permitted by the City Park and Waterfront Map 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 authorized to execute a First Amendment to the Lease Agreement with the Pier Aquarium, Inc., a Florida non-profit corporation, for space within the City-owned Port Terminal Building located at 250 - 8th Avenue Southeast, St. Petersburg; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (designee)

APPROVED BY:

[Signature]
Alan DeLisle, Administrator
City Development Administration

APPROVED BY:

[Signature]
Alfred Wendler, Acting Director
Real Estate & Property Management