Welcome to the City of St. Petersburg City Council meeting. To assist the City Council in conducting the City’s business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.

2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.

3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.

4. Please do not pass notes to Council during the meeting.

5. Please be courteous to other members of the audience by keeping side conversations to a minimum.

6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.

7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk’s Office, 1st Floor, City Hall, 175 Fifth Street North, on the Monday preceding the regularly scheduled Council meeting. The agenda and backup material is also posted on the City’s website at www.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/proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

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

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

Officer James W. Thornton - October 16, 1937
Officer William G. Newberry - October 17, 1937
Officer Eugene W. Minor - October 25, 1929
Firefighter William K. Walker - October 10, 1948

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Public Hearings

1. Ordinance 349-H 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.

E. Reports

1. **Term Sheet regarding an Agreement for a mixed-use development on approximately 4.59 acres of City-owned property, approximately located at 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area.**

2. **Pier Report**

   (a) A resolution accepting Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement in an amount not to exceed $2,964,769 submitted by Skanska USA Building, Inc. (“Skansa”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for the construction of a new North Yacht Basin Seawall adjacent to the new St. Pete Pier™; providing that the total GMP for the Pier Approach Project shall not exceed $19,847,966; authorizing the Mayor or his designee to execute the Sixth Amendment to the Construction Manager at Risk Agreement at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skansa dated January 10, 2017, as amended, to incorporate Addendum No. 4 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Sixth Amendment; approving a transfer in the amount of $2,964,769 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for new North Yacht Basin Seawall; authorizing a supplemental appropriation in the amount of $2,964,769 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (ECID Project No. 09227-119; Oracle No. 15377); and providing an effective date.

3. **Sewer Report**

   (b) Approving the purchase of five replacement vacuum tanker trucks from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $1,564,090.

F. **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. Ordinance adding Section 25-228 to the City Code prohibiting the placement of tables on sidewalks without a sidewalk cafe permit; and providing an effective date. [DELETE]

2. **Ordinance approving a third party-initiated application with owner support for a Local Historic Landmark designation of the Huggins-Stengel Field, located at 1320 5th Street North. [Quasi-Judicial] (City File HPC 18-90300005)**

G. **New Business**

1. **Requesting the City Attorney’s Office to research the potential use of Community Benefit Agreements in connection with the future redevelopment of the Tropicana Field site. (Chair Wheeler-Bowman)**
2. Referring to the Housing, Land Use & Transportation Committee to discuss an Ordinance to amend Section 2-242 of the City Code relating to approval authority when work or services provided involve the reduction of lanes on principal or minor arterial roads. (Councilmember Montanari) [DELETED]

3. Support of Federal Legislation to Address Climate Change. (Councilmember Gabbard)

4. Referring to a Committee of the Whole meeting to be held November 15, 2018 for a discussion to revisit the efficiency and outcomes of the City Council’s review of technical drafts and documents. As part of the discussion, respectfully request Administration to propose an alternative process. (Councilmember Rice)

H. Council Committee Reports

1. Budget, Finance & Taxation Committee (9/20/18)
2. Public Services & Infrastructure Committee (9/20/18)
3. Health, Energy, Resiliency & Sustainability Committee (9/20/18)
4. Housing, Land Use & Transportation (9/27/18)
5. Committee of the Whole: Tampa Bay Water (9/27/18)
6. Legislative Affairs & Intergovernmental Relations Committee (9/20/18)

I. Legal


2. Approval of Final DEP Consent Order with no Substantive Changes.

J. Open Forum

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

(Procurement)

1. Approving the purchase of six replacement refuse trucks from Rush Truck Centers of Florida, LLC for the Sanitation Department, at a total cost of $1,815,551.

2. Approving the purchase of 21 replacement mowers from Wesco Turf, Inc. for the Fleet Management Department, at a total cost of $818,512.32.

(City Development)

(Leisure Services)

(Public Works)

3. A Resolution authorizing the Mayor or his designee to execute a Joint Project Agreement between the City of St. Petersburg, Florida and Pinellas County in the estimated sum of $784,214.81 for relocation of the City’s Water Mains in association with the Pinellas County Haines Road Phase 2 Roadway and Drainage Improvement Project from 60th Avenue North to US 19, County PID 002106A (Engineering Project No. 17062-111; Oracle No. 15796)

4. A Resolution approving the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Cardno, Inc. (“A/E”), dated March 15, 2018, as amended, for A/E to provide continued public engagement, design services, environmental permitting, local agency program services, and bidding assistance for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154, in an amount not to exceed $837,688.38; providing that the total contract amount shall not exceed $1,108,456.38 (Engineering Project Nos. 18032-110 and 18032-111; Oracle Nos. 15071, 15627, 16140, 16677 and 16880); authorizing the Mayor or his designee to execute the second Amendment; and providing an effective date.

(Appointments)

(Miscellaneous)

5. Approval of funding for social services programs for the period of October 1, 2018 through September 30, 2019. One funding option is presented for your consideration. Resolution A provides funding in the amount of $578,800 (the amount budgeted for Social Action Funding in FY 2019).
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.

(Packground)

1. Acknowledging the selection of Environmental Science Associates Corporation (A/E) as the most qualified firm to provide professional services for the Albert Whitted Airport Master Plan Project; authorizing the Mayor or his designee to execute an architect/engineering agreement with A/E for A/E to develop the Albert Whitted Airport Master Plan for an amount not to exceed $384,870.00; and providing an effective date. (Engineering Project No. 18089-113; Oracle No. 16151)

2. Approving a job order to Gibraltar Construction Company, Inc. to renovate the existing Jennie Hall Pool pump house, which services the Jennie Hall Swimming Pool. Work is being coordinated by City Engineering & Capital Improvements for the Parks and Recreation Department, at a total contract amount of $305,853.78 (Engineering/CID Project Nos. 18208-017 and 19208-017; Oracle Project Nos. Oracle Project No. 16223 and 16724).

3. Approving the purchase of a hazmat vehicle from Hall-Mark RTC for the Fire Rescue Department, at a total cost of $159,980.

4. Approving a job order to J.O. Delotto & Sons, Inc. to refurbish Granada Terrace Park which consists of four separate locations within the Granada Terrace neighborhood. Work is being coordinated by City Engineering & Capital Improvements for the Parks and Recreation Department, at a total contract amount of $88,806.71. (Engineering/CID Project Nos. 16214-017 and 18214-017; Oracle Project Nos. 15108 and 16221).

(City Development)

5. Resolution approving the plat of Burlington Townhomes generally located on the northwest corner of Burlington Avenue North and 8th Street North. (City File 18-20000005)

6. Resolution approving the plat of Uptown Crescent Lake located at 1815 5th Street North. (City File 18-20000007)

7. Resolution approving the plat of P3 Housing, generally located between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South. (City File 16-20000013)

8. A Resolution approving the First Amendment to the Agreement between the City of St. Petersburg and EndorFun Sports, LLC
9. **Approving the First Amendment to the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc (“Vanasse”) to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Vanasse for an amount not to exceed $34,848.62.**

10. **Authorizing the Mayor or his designee to accept an award in the amount of $250,000 from the State of Florida, Department of Economic Opportunity and to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from these additional revenues, to the Carter G. Woodson Improvements Project (16548).**

(Leisure Services)

(Public Works)

11. **A Resolution finding that $1,000 is an amount sufficient to cover the cost of the removal of the Community Aesthetic Feature mural at the I-175 and 5th Street South Project and restoration of the Florida Department of Transportation (“FDOT”) right-of-way (“Removal and Restoration”) upon the expiration or earlier termination of the Community Aesthetic Feature Agreement (“CAFA”) between FDOT and the City of St. Petersburg (“City”) that provides for the design, installation and maintenance of the Project; Authorizing the Mayor or his designee to execute the CAFA agreement and all other documents necessary to effectuate this transaction; and providing an effective date (Engineering Project No. 16234-017).**

(Appointments)

(Miscellaneous)

12. **Approving precinct polling locations for the November 6, 2018 Special Municipal Election.**

13. **A resolution ratifying and approving the agreement between Bob Gualtieri, Sheriff of Pinellas County, Florida (“Sheriff”), and the City of St Petersburg, Florida (“City”) for the Sheriff to provide crime scene services for major crime scenes for the term which commenced on October 1, 2018, and expires on September 30, 2019; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions and provide an effective date.**

14. **A resolution approving the grant application submitted for FY2017 Edward Byrne Memorial Justice Assistance Grant (“JAG”); authorizing the Mayor or his designee to accept Four Thousand Six Hundred Seventy-Five ($4,675.00) From Pinellas County (“County”) as the City’s share of the JAG funds to continue funding of law enforcement initiatives as set out in the county’s grant application; approving a supplemental appropriation in the amount of $4,675 in the Police Grant Fund (1702) resulting from these additional revenues, and to execute all documents necessary to effectuate this transaction; and providing an effective date.**

15. **Ratifying proposed amendments to the labor agreement between the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CtW, CLC (FPSU/SEIU) (hereinafter “Agreement”) for the Professionals collective Bargaining Unit covering the job classifications within that unit effective the first payroll period in fiscal year 2019 through September 30, 2020.**
16. **Ratifying the proposed amendments to the labor Agreement between the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CtW, CLC (FPSU/SEIU) (hereinafter “Agreement”)** for the Blue and White Collar collective Bargaining Units covering the job classifications within those units effective the first payroll period in fiscal year 2019 through September 30, 2020.

17. **Approving the appointment of poll workers for the November 6, 2018 Special Municipal Election.**

18. **Approving the minutes of the September 6, September, 13, and September 20, 2018 City Council meetings.**
Note: An Meeting Agendalisting of upcoming City Council meetings.

CRA/Agenda Review
*Thursday, September 27, 2018, 1:30 p.m., Room 100*

**Housing, Land Use & Transportation Committee**
*Thursday, September 27, 2018, 2:00 p.m., Room 100*

**Committee of the Whole**
*Thursday, September 27, 2018, 3:30 p.m., Room 100*

**Budget, Finance & Taxation Committee**
*Thursday, October 11, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**
*Thursday, October 11, 2018, 9:15 a.m., Room 100*

**Health, Energy, Resiliency & Sustainability Committee**
*Thursday, October 11, 2018, 10:30 a.m., Room 100*

**CRA / Agenda Review**
*Thursday, October 11, 2018, 1:30 p.m., Room 100*

**City Council Meeting**
*Thursday, October 11, 2018, 3:00 p.m., Council Chamber*
City Beautiful Commission
4 Regular Members
((Term expires 6/30/20))

Civil Service Board
2 Alternate Members
((Terms expires 8/31/19 and 11/30/19))

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

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

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

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

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

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

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

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: Ordinance 349-H 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 October 4, 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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<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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</table>

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.

The First Reading of the ordinance was held on September 20, 2018.

**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:

Administration:

Budget:

00397186.doc v1
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: ____________________________ Administration: ____________________________

Budget: ____________________________

Legal: 00397187.doc v1
The following page(s) contain the backup material for Agenda Item: Term Sheet regarding an Agreement for a mixed-use development on approximately 4.59 acres of City-owned property, approximately located at 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area.
Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: Term Sheet regarding an Agreement for a mixed-use development on approximately 4.59 acres of City-owned property, approximately located at 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area.

OBJECTIVE: Seeking City Council approval of the attached term sheet ("Term Sheet") and authorization for the Mayor, or his designee, to negotiate a Lease and Development Agreement ("Agreement") with United Insurance Holdings Corporation, a Delaware Corporation, which Agreement will include terms and conditions consistent with the Term Sheet and be subject to City Council approval.

BACKGROUND: On March 18, 1982, the City of St. Petersburg ("City") adopted the Intown Redevelopment Plan ("IRP") which is the revitalization plan for the City's downtown area ("Downtown"). The overarching strategy of the IRP is to promote redevelopment through public-private partnerships that focus on utilizing public funds to generate greater private investment through leveraging techniques. One of these techniques involves selling land to private developers for less than fair market value, which is permissible under the Florida Community Redevelopment Act and an eligible activity under the IRP so the land can be used for the City's preferred use. The City has actively used this authority throughout Downtown to both sell land to promote private development and to lease City property to users to promote economic activity.

One of the key objectives of the IRP calls for more public parking structures throughout Downtown. While the IRP envisions Downtown as a multimodal, pedestrian friendly destination, it recognizes that accommodating the automobile with structured parking will remain important. Map 7 of the IRP identifies existing parking structures as well as potential locations for them. Only two of these potential locations are west of 3rd Street, and the subject site is one of them. In the instance of this Proposal, as defined following, the IRP objective will be met by the City incentivizing the construction of the garage by reducing the cost of the land to the developer and, in exchange, receiving public access to the parking garage on weekday nights and weekends. (The City may also increase the capacity of the garage in the future with its own funding.)

In addition to more general goals and objectives, the IRP also specifies three geographical areas in Downtown within which to focus public investment – the Downtown Core, the Tropicana Field Site, and Webb's City. This parcel is within part of the Webb's City area. Webb's City strategic location between the IRP's "Downtown Core", Tropicana Field, the Intown West CRA and the Bayfront/All Children’s medical district make it an attractive redevelopment opportunity for several different market sectors.
The IRP calls for the Webb’s City area to “provide essential residential support services as well as expanding the employment base through office development.” With the opening of the new Publix grocery store on 8th Street South, the need has been met for “essential residential support services.” However, office development has not been undertaken in the Webb’s City area since the 1980s with the former Nations Bank and Franklin Templeton developments in the 700 and 800 block of Central Avenue. The lack of office development is also typical throughout Downtown, where the only major office building constructed since 1990 is the Duke Energy Headquarters on 1st Avenue North that opened in 2007.

Another important IRP emphasis for the Webb’s City area is the development of market rate housing, which began before the Great Recession. Casablanca Tower and Orion, both market-rate multifamily complexes on 8th Street South, opened in 2007. In 2011 a former public housing complex on Dr. Martin Luther King, Jr. Street South was redeveloped and introduced to the market as Urban Flats. Finally, in 2016, The Hermitage, a 357-unit luxury apartment complex, opened in the 700 block of 1st Avenue South.

PRESENT SITUATION: On July 19, 2018, United Insurance Holdings Corporation, a Delaware corporation d/b/a UPC Insurance ("UPC"), submitted the attached letter to City Development Administration ("CDA"), proposing to develop the ±4.59 acres of City-owned property ("Property"), located at approximately 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area ("CRA"). UPC proposes to construct a new corporate headquarters consisting of ±150,000 square feet of Class A office space, along with a parking garage of ±500 spaces, with additional space allocated for further development of a hotel and retail space on the site in the future ("Proposal"). UPC is an insurance company that has been in the City since its founding in 1999, and is a successful, publicly-traded $1 billion+ growing company with high-paying jobs. The company is growing and seeks to expand its workforce in the coming years. UPC currently operates from its office located at 800 - 2nd Avenue South and holds a long-term lease with the City for parking on the adjacent City-owned property to the west. The Property outlined in the Proposal includes the City-owned property subject to the long-term lease, and, therefore, should the transaction proceed, would allow for a merger of title and extinguishment of the long-term lease.

Following Administration’s review of the Proposal, CDA directed the Real Estate & Property Management Department ("REPM") to proceed with the required notification process governing disposition of City-owned property within a CRA and subject to Florida Statute 163.380. A Notice of Intent ("NOI") was advertised in the Tampa Bay Times on July 29, 2018 and again on August 2, 2018 in The Weekly Challenger and The Bulletin News. The NOI was also published in the St. Petersburg Shines Newsletter on August 17, 2018. The NOI acknowledged receipt of the Proposal and indicated a deadline for alternative proposals by August 29, 2018. The City received the attached alternative proposal by the deadline from Related Development, LLC. After careful consideration of both proposals, Administration has determined that the UPC Proposal meets the best interest of the City and its residents for the following reasons:
• UPC is in one of the City’s Grow Smarter Target Industry Clusters, Financial Services. The continued growth of existing businesses is important to the City and the regional economy. Over the past two decades, studies have documented the impact of existing businesses on job growth. Other studies have examined how businesses maintain strong local economies by investing in their community’s social fabric. UPC regularly sponsors the following community activities: monthly blood drives, weekly Casual for Cause donations for the Ronald McDonald House, annual sponsorship of the Guardian ad Litem Superhero 5K, annual sponsorship of CASA’s signature event, and annual sponsorship of the Moffitt Cancer Center’s Magnolia Ball, among other causes.

• According to a report from the Center of Budget and Policy Priorities, data shows that the vast majority of jobs are created by businesses that start up or are already present in a state, not by the relocation of new businesses. Keeping a business in a community is less costly than attracting new industry. Fully 87% of all 1995-2013 gross private sector job creation was "home-grown" meaning the jobs came from the expansion of employment at existing establishments, the creation of new in-state locations by businesses headquartered in the state, and start-ups.

• In the event that UPC is unable to find a suitable new headquarters location, it is possible that UPC could leave the City, and the City could lose a portion of the 250 jobs currently housed at UPC, plus the positive financial impact of an additional 300 jobs anticipated to be created.

• Additionally, UPC plans to construct a ±500-space parking garage and pledges to make parking available to the public for use on nights and weekends.

ECONOMIC BENEFITS OF THE PROJECT: To evaluate its economic benefits, staff analyzed three separate elements of the project:

• the estimated tax revenue that the City will realize if the project is constructed;
• the amount of Downtown parking that will be provided by the project and the costs avoided by the City not needing to publicly fund a parking facility; and
• the direct and indirect economic impacts on the local economy of job creation, earnings, construction and capital investment.

Property Tax Impact. Assuming the property is placed on the Pinellas County Property Tax Roll after completion at 60% of its total construction and equipment costs, the assessed value would be $30,750,000. Applying the City’s proposed tax rate of 6.755 mills, the annual increase in tax revenues to the city would be $207,716 annually. For a period of ten years, additional tax revenue would be projected at over $2 million.

Parking Impact. UPC has indicated that it would allow the ±500 parking spaces in the parking garage to be used by the public during weekday hours and on weekends. The estimated cost to construct the parking garage will range between $9M and $13.5M, depending on the construction method - pre-cast (cheaper) versus podium/cast-in-place (more expensive). The City’s benefit has
been calculated at 50 percent, based on the public use periods, which yields an estimated benefit between $4.5M-$6.75M, depending on construction method. The use of these spaces reduces the need for the City to construct an additional parking garage in the area. If the City determines that there is a greater need for parking in this area, UPC will allow the City to construct additional levels of parking at the City’s cost.

**Economic Impact.** In the chart below, staff used the RIMS II Regional Input-Output Modeling System for Pinellas County, Florida (2007/2015) to determine the impact that the project would have on direct and indirect jobs, earnings, construction and equipment. The model, developed by the U.S. Bureau of Economic Analysis, uses multipliers that are generated from numerical or statistical models of a national or regional economy. Using models, multipliers can be calculated for every industry sector in the economy to calculate the total impact of an individual project.

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<tr>
<th>Employment</th>
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<td>Direct Jobs Created</td>
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<td>Total Direct &amp; Indirect employment impact</td>
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<th>Earnings</th>
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<td>Average annual wage (115% of Pinellas County Median)</td>
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<tr>
<td>Direct Jobs Created</td>
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<tr>
<td>Direct &amp; Indirect earnings impact</td>
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<th>Capital Investment</th>
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<td>Direct &amp; indirect impact of construction and equipment</td>
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<th>Construction</th>
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<tr>
<td>Direct Impact (150,000 sq. ft. office at $295/sq. ft. - including parking)</td>
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<tr>
<td>Indirect construction impact</td>
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<th>Equipment</th>
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<td>Estimated furniture, fixtures, and equipment ~$2 million</td>
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<td>Indirect impact</td>
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This analysis shows that the creation of 300 new jobs will result in 575 new direct and indirect jobs being created. At an average wage of $53,470, the 300 new jobs will have direct and indirect earnings impact of $23,358,904. In addition, the capital investment generated by the project will exceed $50.97 million. In actuality, UPC has a median wage of over $80,000.

On September 4, 2018, CDA directed REPM to develop the attached formal term sheet ("Term Sheet") outlining the key business points proposed by UPC in anticipation of presentation to City Council for approval. The Term Sheet has been reviewed and agreed to by UPC, subject to City Council approval.

**SUMMARY:** The transaction described in this report is consistent with the IRP objectives for encouraging public-private partnership to revitalize Downtown as it will incentivize office development and employment, which is much needed in Downtown generally, on the Webb’s City site as called for specifically by the IRP. The transaction will also enable the construction of
a publicly available parking facility west of 3rd Street, where there is a dearth of such facilities, on a site specifically identified for them on Map 7 of the Intown Redevelopment Plan.

UPC has offered to pay $5,000,000 to the City for the Property. REPM requested two appraisals be performed to establish a fair market value for the Property. On March 10, 2018, the Property was appraised by Scott Seaman, State Certified General Real Estate Appraiser, McCormick, Seaman & Teranna, with an estimate market value of $8,206,000. On September 21, 2018, the Property was appraised by C. Richard Tobias, State Certified General Real Estate Appraiser, Tobias Realty Advisors, LLC, with an estimated market value of $8,165,000.

The appraised value is based on a special hypothetical condition that the subject property’s zoning contains a specific exclusion of multi-family residential uses and therefore, the site was valued under an alternative highest and best use of mixed uses such as those represented in the site plan (office, hotel, street retail and support garage). A second hypothetical condition has also been employed regarding the vacation of the 2nd Avenue South right-of-way.

From this transaction, the City will receive an annual public economic benefit of 575 direct and indirect jobs yielding $23.3 million in spending for the economy. In addition, the project will also pay an estimated $207,716 in annual property taxes to the City. Finally, by not building a publicly-owned parking garage, the City will realize a one-time savings of $4.5 million through cost avoidance.

RECOMMENDATION: Administration recommends that City Council adopt the attached Resolution approving the attached Term Sheet for a mixed-use project on approximately 4.59 acres of City-owned property located at approximately 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area; authorizing the Mayor, or his designee, to negotiate a Lease and Development Agreement ("Agreement") with United Insurance Holdings Corporation, a Delaware Corporation, which Agreement will include terms and conditions consistent with the Term Sheet and be subject to City Council approval.

ATTACHMENTS: Property Illustration, UIHC Proposal Letter, Related Development Proposal Letter, UIHC/City Term Sheet, Appraisals, and Resolution

APPROVALS: Administration:  
Budget: N/A  
Legal: (As to consistency w/attached legal documents)  

CM 181004 - 1 RE UIHC Offer io Purchase 800 - 1st Avenue South Business Points 00401123
Resolution No. 2018 -

A RESOLUTION APPROVING THE ATTACHED TERM SHEET FOR A MIXED-USE PROJECT ON THE APPROXIMATELY 4.59 ACRES OF CITY-OWNED PROPERTY, LOCATED AT APPROXIMATELY 800 - 1ST AVENUE SOUTH, ST. PETERSBURG, AND LOCATED WITHIN A COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO NEGOTIATE AN LEASE AND DEVELOPMENT AGREEMENT WITH UNITED INSURANCE HOLDINGS CORPORATION, A DELAWARE CORPORATION, WHICH AGREEMENT WILL INCLUDE TERMS AND CONDITIONS CONSISTENT WITH THE TERM SHEET AND BE SUBJECT TO CITY COUNCIL APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 19, 2018, United Insurance Holdings Corporation, a Delaware corporation d/b/a UPC Insurance ("UPC"), submitted a letter to City Development Administration ("CDA"), proposing to develop the ±4.59 acres of City-owned property ("Property"), located at approximately 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area ("CRA"); and

WHEREAS, UPC proposes to construct a new corporate headquarters consisting of ±150,000 square feet of Class A office space, along with a parking garage of ±500 spaces, with additional space allocated for further development of a hotel and retail space on the site in the future ("Proposal"); and

WHEREAS, following Administration's review of the Proposal, CDA directed the Real Estate & Property Management Department ("REPM") to proceed with the required notification process governing disposition of City-owned property within a CRA and subject to Florida Statute 163:380; and

WHEREAS, a Notice of Intent ("NOI") was advertised on July 29, 2018 and, after considering the sole alternative proposal submitted, Administration has determined that the UPC Proposal meets the best interest of the City and its residents; and

WHEREAS, on September 4, 2018, CDA directed REPM to develop a formal term sheet ("Term Sheet") outlining the key business points proposed by UPC in anticipation of presentation to City Council for approval; and

CM 181094 - 1 RE U!HC Offer to Purchase 800 - 1st Avenue South Business Points 00401123
WHEREAS, the Term Sheet is non-binding and states that either party may terminate negotiations at any time without financial or legal responsibility, but the City and UPC wish to frame out the business terms and broad conditions of a final, binding agreement; and

WHEREAS, the Term Sheet has been reviewed and agreed to by UPC, subject to City Council approval; and

WHEREAS, the transaction described in this report is consistent with the IRP objectives as it will incentivize office development and employment, which is much needed in Downtown generally, on the Webb’s City site as called for specifically by the Intown Redevelopment Plan, and enable the construction of a publicly-available structured parking facility west of 3rd Street, where there is a dearth of such facilities on a site specifically identified for them on Map 7 of the Intown Redevelopment Plan.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Term Sheet for a mixed-use project on the approximately 4.59 acres of City-owned property, located at approximately 800 - 1st Avenue South, St. Petersburg, which is located within a Community Redevelopment Area is hereby approved; and

BE IT FURTHER RESOLVED that City Council authorizes the Mayor, or his designee, to negotiate a Lease and Development Agreement ("Agreement") with United Insurance Holdings Corporation, a Delaware Corporation, which Agreement will include terms and conditions consistent with the Term Sheet and be subject to City Council approval.

This Resolution becomes effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

APPROVED BY:

[Signature]

Alan DeLisle, Administrator
City Development Administration
Mr. Alan Delisle                     July 19th, 2018
City Development Administrator
City of St. Petersburg
PO Box 2842
St. Petersburg, FL  33731

Re:  UPC Insurance letter of intent

Dear Alan:

This letter confirms UPC’s desire and intent to acquire the entire 800 block for the purpose of constructing and occupying a new corporate headquarters facility. Based on our prior discussions, it is appropriate that UPC formally communicate the key terms and conditions we think could be mutually beneficial and acceptable. Please note that these terms are subject to the approval of the UPC Board of Directors.

Proposal to Acquire the 800 Block

Due to its rapid growth in the past few years, UPC is outgrowing its current space and must decide soon on whether to expand its corporate headquarters presence in St. Petersburg or relocate outside the city. While UPC has been a St. Petersburg fixture since its founding in 1999, it must balance its long-term commitment to St. Petersburg against its fiduciary responsibility to shareholders. UPC believes that the following terms could present a win-win partnership between the City and the company that would help the City retain a successful, $1 billion+ and growing company with high-paying jobs while allowing UPC to secure its future in St. Petersburg for many years to come:

- UPC enters into an agreement to acquire the entire 800 block plus the parking lot now leased by UPC immediately west of their current building. UPC would prefer to acquire all the property prior to ground breaking but alternatively is willing to enter into a long term (99 year) lease agreement for the 800 Block that includes a purchase provision at the completion of construction (CO). The initial two (2) years of the lease would be $1.00 per year, then a market rate not to exceed 5% of the purchase price, and such lease would be subordinate to any construction loan taken out by UPC. UPC would allow the city to continue parking operations on the 800 block until a permit is obtained and construction begins.

- UPC will agree to immediately begin design, pre-development and due diligence on the property for the purpose of constructing a new corporate headquarters facility that will accommodate its existing 250 employees and provide for room for an additional 300 new workers that UPC intends to add to its workforce over the next few years. The new facility would include approximately 150,000sf of Class A office and a parking garage with approximately 500 spaces. UPC will have a period of four (4) months to conduct such due diligence in advance of the above noted lease becoming effective.
The Company would also agree to set aside land sufficient to accommodate ancillary retail and a hotel that would be developed if and when a viable development partner can be secured by the Company. UPC may or may not participate in the retail and hotel development opportunities but the initial planning and design of these intended uses would be incorporated into the master site plan upfront. A very preliminary site plan has been attached.

UPC requests that the City provide infrastructure construction funding tied to hiring from within the CRA. It is our understood that this funding would be for utility relocations, hardscape or landscape work associated with 2nd Avenue South improvements or the vacated alley running east-west through the 800 block property. UPC proposes that the City provide a credit of $10,000 per employee hired from within the CRA with a cap of $250,000.

The parking structure would also accommodate the required parking for retail and hotel. The city of St. Petersburg would have the right to add parking for public use if so desired at their cost. The ownership structure for any city spaces is "to be determined". UPC will agree to open the garage for parking in the evening and weekends to the public.

- UPC will agree to compensate the city for the property based on the uses that are contemplated above rather than its "highest and best" use. UPC and the city recognize that recent appraisals of the site confirm that the highest and best use of the site would be for condominium or market rate multi-family housing but these uses are not in the best interest of the city for this site and office and commercial uses are not financially feasible under a highest and best use valuation. UPC would agree to restrict its initial development to the office, hotel and retail uses noted above but this restriction does not preclude the addition of workforce housing or other use permitted by zoning regulation that is financially feasible and is approved by the mayor as beneficial to the City of St. Petersburg. **UPC proposes a price of $5,000,000, which is reflective of the uses proposed.** In connection with this transaction UPC will provide a $250,000 deposit to be held in escrow that will be fully refundable during the four (4) month Due Diligence Period and will then be applied to either the purchase price or first year lease payment.

**Benefits for the city**

- Able to terminate a long term negative cash flow parking lease which can immediately reverse its negative cash flow position.
- Attract employment by encouraging the expansion of one of the city’s fastest growing companies.
- Encourage development of the first new office building in the downtown core in over 28 years adding 150,000sf of new class A office space to the city’s inventory adding substantially to the ad valorem tax base in one of the city’s most visible TIF districts.
- Provide for the potential to attract other companies to the downtown core by offering the existing UPC facilities to companies looking to relocate to the city. UPC will work with city
economic development to attract a potential user for these facilities on a timeline consistent with UPC’s relocation to its new corporate headquarters.

- Eliminates the need to substantially subsidize speculative office development on this site which could easily include providing subsidized parking in excess of 500 spaces which translates to nearly $10,000,000.
- Provides for much needed after hours and weekend parking to support the Edge District at no cost to the city.
- Allows 2nd Ave S between 8th and 9th St to remain open and alleviate any potential traffic issues.
- Provides the City air rights in the parking structure to expand it in the future if necessary.

UPC has proven itself as a strong corporate citizen for the city and its own employees. Over the past 8 years UPC has grown from a modest local insurance company occupying a partial floor in the BB&T building to purchasing and renovating 2 buildings totaling nearly 50,000 square feet occupied by over 250 employees. The company is traded publicly on NASDAQ (UIHC) and has consistently been one of the top workplaces in the Tampa Bay market. To date, UPC has not asked for or received any economic incentives or benefits from the city of St. Petersburg to date in spite of adding over 200 high-paying jobs in the past few years.

We understand and agree that recent economic incentive packages that have been supported and sponsored by the City for St. Petersburg-based companies are tied directly to hiring. These programs may include the State Qualified Target Tax Refund (QTI) and/or New Market Tax Credits (NMTC). UPC intends to pursue these opportunities with the assistance of your economic development team. However, we feel jobs are a separate and distinct issue that should not be tied or linked to the Company’s development proposal at this time.

We are excited about the possibility of moving forward with this project in a win-win partnership with the City for the long-term mutual benefit of both parties.

Sincerely,

John Forney
President & Chief Executive Officer
Mr. Alan Delisle
City Development Administrator
City of St. Petersburg
PO Box 2842
St. Petersburg, FL 33731

Re: Notice of Intent to Lease or Sell City-owned Real Estate located at 800 – 1st Avenue South.

Dear Mr. Delisle:

This letter is in response to the City of St. Petersburg Notice of Intent to Lease or Sell City-owned Real Estate located at 800 – 1st Avenue South, St. Petersburg Florida 33701. Based the City of St. Petersburg’s invitation from alternate proposals to lease/purchase and develop the site, Related Development, LLC formally communicates the key terms and conditions we think could be mutually beneficial and acceptable.

Proposal to Acquire the 800 Block

Related Development, LLC believes that the following terms could present significant economic and fiscal benefits to the City of St. Petersburg through direct job creation in the project’s cost of hard construction, permit fees, impact fees along with recurring fiscal impacts of the operations of the development:

- Related Development, LLC enters into an agreement to acquire the entire 800 block plus the parking lot now leased by UPC. Related Development, LLC would allow the city to continue parking operations on the 800 block until a permit is obtained and construction begins.

- Related Development, LLC will agree to immediately begin design, pre-development and due diligence on the property for the purpose of constructing a new luxury apartment building. Related Development, LLC proposed a period of four (4) months to conduct such due diligence in advance closing on the purchase of the subject property.

- Related Development, LLC would also agree to set aside land sufficient to accommodate ancillary retail and a hotel that would be developed if and when a viable development partner can be secured by the Company.

- Related Development, LLC will agree to compensate the city for the property based on the uses that are contemplated as “highest and best” use. Related Development, LLC recognize that recent City appraisals of the site confirm that the highest and best use of the site would be for condominium or market rate multi-family, therefore Related Development, LLC proposes a price of $6,500,000, which is reflective of the uses proposed.

- In connection with this transaction Related Development, LLC will provide a $250,000 deposit to be held in escrow that will be fully refundable during the four (4) month Due Diligence Period and will then be applied to either the purchase price or first year lease payment.

Sincerely,

/s Matt Flowers
Related Development, LLC
TERM SHEET

This Term Sheet ("Term Sheet") represents a starting point for negotiations between the City of St. Petersburg ("City") and United Insurance Holdings Corporation, a Delaware Corporation, or its related entity ("Developer"), with the goal of ultimately agreeing on terms for a final Lease & Development Agreement with Purchase Option ("Agreement") for the below described transaction. Both parties believe they can ultimately reach an Agreement that is beneficial to both the Developer’s business and the citizens of St. Petersburg, and wish to commence negotiations immediately. To further such negotiations, the parties wish to frame out the business terms and broad conditions of a final, binding Agreement.

Notwithstanding as much, both parties agree this Term Sheet is non-binding and creates no legally-enforceable covenants whatsoever. Either party may terminate negotiations, at any time, at will, and without cause or financial or legal responsibility.

The key business points of the Agreement are as follows:

Property: ±4.59 acres of City-owned property, approximately located at 800 - 1st Avenue South, St. Petersburg, and the City-owned property currently leased to the Developer generally located at the northeast corner of Dr. Martin L. King, Jr. Street South and 3rd Avenue South (collectively, "Property").

Due Diligence: Developer shall have one hundred twenty (120) days to conduct design and pre-development for the Phase I Improvements, as provided for herein, perform its due diligence and inspect the Property.

Term: Ninety-nine (99) years, with purchase option.

Rent: Nominal rent will be due for the first two years of the lease to allow for the completion of construction of the proposed Phase I Improvements, as provided for herein. Beginning in Year 3, rent will be paid by Developer at a rate to be determined during negotiations. In the event construction of the Phase I Improvements extends past twenty-four months, rent will continue to be paid until Developer receives a Certificate of Occupancy for the Phase I Improvements.

Developer Obligations:

1. Construction: Developer shall construct a new corporate headquarters consisting of ±150,000 square feet of Class A office space, along with a parking garage of ±500 spaces (collectively, "Phase I Improvements"), with additional space allocated for future development of a hotel and retail space on the site in the future (collectively, "Phase II Improvements"). Additionally, Developer will give the City the right and ability to add additional parking spaces in the future, at the City’s own expense and with an ownership structure to be determined during negotiations. A preliminary site plan is attached hereto as Exhibit "A" ("Site Plan") for example purposes only. The final Site Plan and actual square footages and parking spaces will be determined in conjunction with the City’s site plan review process.
2. **Construction Timeline:** Developer shall commence construction promptly and complete in a reasonable time period, both of which timeframes will be agreed upon during negotiations.

3. **Parking Requirement:** Developer to provide public access to parking garage during evenings, weekends, and holidays.

4. **Future Development:** Developer will limit initial construction to office, hotel, and retail use, but may seek approval to add additional uses, including workforce housing, which may be permitted in the DC-1 zoning district at a later date, subject to approval by the Mayor or his designee.

5. **Employment:** Developer shall relocate its existing 250 employees into the Phase I Improvements. Additionally, Developer intends to add approximately 300 new employees to its workforce within the Phase I Improvements over the next several years.

6. **Deposit:** Developer shall deposit $250,000 within ten (10) days of the signing the Agreement, which shall be fully refundable if Developer elects to terminate the Agreement during the due diligence period. Upon expiration of the due diligence period, the deposit shall be held and applied to the Purchase Price or Rent.

**City Obligations:**

1. **Purchase and Sale:** Upon completion of the Phase I Improvements set forth above, City shall sell and Developer shall purchase the Property for the sum of $5,000,000 ("Purchase Price").

2. **Employment Credit:** After the sale to Developer, City will provide Developer with a financial incentive of $10,000 for each Southside CRA employee hired and retained, not to exceed $250,000 total, with the exact funding mechanism and timeframes to be determined during negotiations.

**Financing:** The parties agree to work together during negotiations to provide a satisfactory mechanism to allow Developer to utilize its interest in the property to secure a financing commitment.

**Existing Facility:** The parties agree to work together to market the Developer’s existing office facilities to attract a new user of such facilities, should Developer decide to sell or lease the existing facility to a third party, on a timeline mutually agreed upon during negotiations.

**Economic Incentives:** Developer may seek additional economic incentives through existing state and federal programs. The parties agree that the terms of the Agreement will remain independent of such incentives, but that the City shall not be required to expend any additional resources related to such.

**Acknowledgments:** Both parties acknowledge that the business points set forth in this Term Sheet are meant only to represent a starting point for negotiations. Both parties explicitly acknowledge that due to the complexity of development and the numerous limitations on municipal corporations in Florida, that even the key business points are subject to change during negotiations.
APPRAISAL REPORT

“As If Vacant Land”
800 1st Avenue South
St. Petersburg, Florida 33701

Prepared For:
Mr. Bruce Grimes
Director, Real Estate & Property Management
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33701-2842

AS OF:
March 1, 2017

Prepared by:
McCORMICK, SEAMAN & TERRANA

Scott W. Seaman, SRA
State-Certified General
Real Estate Appraiser RZ1758
Licensed Real Estate Broker
Mr. Bruce Grimes, Director  
Real Estate & Property Management  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, Florida 33701-2842

RE: Appraisal Report  
“As If Vacant Land”  
800 1st Avenue South  
St. Petersburg, Florida 33701

Dear Mr. Grimes:

In response to your request, we have prepared an appraisal report on the “As If Vacant Land” located at 800 1st Avenue South on the southwest corner just north of Interstate 375, in the City of St. Petersburg, Pinellas County, Florida.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA). This report presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as an aid in asset evaluation. The appraiser is not responsible for unauthorized use of this report.

The scope of work in this appraisal included searching the market for recent sales of similar land sales. The Sales Comparison Approach was concentrated to the entire Downtown Market of St. Petersburg. We selected four closed sales in order to estimate a value for Lots #1 and #2. Properties like the subject are not typically leased but Lot #3 does have a 99 year land lease for parking with 69 years remaining. We utilized the Discounted Cash Flow method for the Income Approach to value this parcel. The Cost Approach was not utilized.

Four vacant land sales were selected and were adjusted to the subject on a Sales Comparison Grid based on several factors. The per square foot multiplier was applied and the “As Is” value of the subject parcel Lots #1 & #2 was estimated. We then added the Leased fee value of Lot #3 to arrive at an estimated “As Is” value for the entire property.
According to the City, the subject Lots #1 & #2 have a total of 133,222 SF MOL or 3.058 acres, with approximately 270 feet of frontage on 8th Street South and approximately 493 feet on 1st Avenue South. Lot #3 contains 66,717 SF or 1.53 acres MOL.

**“Fee Simple Title & Leased Fee Value”**: It is our opinion, considering the various factors contained within this report, that the estimated Market Value of the subject property, subject to a 99 year land lease, subject to the Limiting Conditions as noted on pages 3 - 6 of this report, “As Encumbered” by the lease and In Fee Simple Title, as of March 1, 2017 was:

**EIGHT MILLION TWO HUNDRED SIX THOUSAND ($8,206,000) DOLLARS**

Divided as Follows: Lots #1 and #2 - $7,995,000  
Lot #3 - $ 211,000

**Extraordinary Assumptions**: In estimating the value of the subject, we have made the extraordinary assumptions that the vacated 2nd Avenue is in fact vacated without a roadway.

**Hypothetical Conditions**: We have not made any hypothetical condition in valuing the subject property.

**Note**: The values stated herein assume that the sites are free of environmental contamination.

McCORMICK, SEAMAN & TERRANA

Scott W. Seaman, SRA  
State-Certified General  
Real Estate Appraiser RZ1758  
Licensed Real Estate Broker
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification</td>
<td>1</td>
</tr>
<tr>
<td>Contingent and Limiting Conditions and Special Assumptions</td>
<td>3</td>
</tr>
<tr>
<td>Summary</td>
<td>7</td>
</tr>
<tr>
<td>Subject Location Map</td>
<td>11</td>
</tr>
<tr>
<td>Subject Plat Map</td>
<td>12</td>
</tr>
<tr>
<td>Flood</td>
<td>13</td>
</tr>
<tr>
<td>Subject Photographs</td>
<td>14</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>17</td>
</tr>
<tr>
<td>Discounted Cash Flow Discussion</td>
<td>25</td>
</tr>
</tbody>
</table>

| EXHIBITS                                      |      |
| Appraiser Qualifications                      | Exhibit “A” |
| Zoning                                        | Exhibit “B” |
| Client Furnished                              | Exhibit “C” |
| Discounted Cash Flow                          | Exhibit “D” |
McCORMICK, SEAMAN & TERRANA

CERTIFICATION

We certify that, to the best of our knowledge and belief:

* The statements of fact contained in this report are true and correct.

* The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.

* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

* We have no bias with respect to the property that is the subject of this appraisal report or to the parties involved with this assignment.

* Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

* We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

* The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

* Scott W. Seaman, SRA made a personal inspection of the property that is the subject of this report.

* No one provided significant real property appraisal assistance to the person signing this certification.
CERTIFICATION (Continued):

* As of the date of this report, Scott W. Seaman, SRA has completed the continuing education program of the Appraisal Institute.

__________________________
Date: 8/10/17

Scott W. Seaman, SRA
State-Certified General
Real Estate Appraiser RZ1758
Licensed Real Estate Broker
CONTINGENT AND LIMITING CONDITIONS AND SPECIAL ASSUMPTIONS:

Limiting Conditions:

This report is for no purpose other than a property valuation, and the appraiser(s) are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analysis contained in this report. Before making any decisions based on the information and analysis contained in this report, it is critically important to read this entire report.

This Report is not a survey:

*** It is assumed that the utilization of the land and improvements (if any) is within the boundaries of the property lines of the property described and that there is no encroachment unless so noted within the report.

*** No survey has been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. A surveyor should be consulted, if there are any concerns on boundaries, set-backs, encroachments or other survey matters.

This Report is not a legal opinion:

*** No responsibility is assumed for matters of a legal nature that affect title to the property, nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances or encroachments.

*** It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations laws unless non-compliance is defined and considered in the report.

*** It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless noncompliance/nonconformity is stated, defined, and considered in this report. Any significant question(s) should be addressed to local zoning and land use officials or an attorney.
ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

This Report is not an engineering or property inspection report:

*** This report should not be considered a report on the physical items that are a part of this property. Although the report may contain information about the physical items being appraised, it should be clearly understood that this information is only to be used as a general guide for property valuation and is not a complete or detailed physical report. The appraiser(s) are not construction, engineering, environmental, or legal experts, and any statement given on these matters in the report should be considered preliminary in nature.

*** The observed conditions of the foundation, roof, exterior walls, interior walls, floors, heating systems, plumbing, insulation, electrical service and all mechanical and construction is based on a visual inspection only and no detailed inspection was made. The structures were not checked for building code violations, and it is assumed that all buildings meet the applicable building codes unless so stated in the report.

*** It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures that would render it more or less valuable. No engineering or sub-soil tests were provided. No responsibility is assumed for such conditions.

*** We do not have the expertise necessary to determine the existence of environmental hazards such as the presence of formaldehyde foam insulation, toxic wastes, toxic mold, asbestos or hazardous building materials or any other environmental hazard on the subject or surrounding properties. An expert in the field should be consulted if any interested party has questions on environmental factors.

*** No chemical or scientific tests were performed by the appraiser(s) on the subject property, and it is assumed that the property presents no physical or health hazard. This includes but is not limited to: toxic molds, radon gas, lead based paints, air-borne pollutants or any other environmental contaminants.

*** The age of any improvement on the subject property mentioned in this report should be considered a rough estimate. We are not sufficiently skilled in the construction trades to be able to reliably estimate the age of the improvement by observation. Parties interested in knowing the exact age of improvements on the property may wish to pursue additional investigation.

*** Because no detailed inspection was made, and such knowledge goes beyond the scope of this report, any observed condition or comments given in this report should not be taken as a guarantee that a problem does not exist specifically. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we suggest that a construction expert be hired for a detailed investigation.
ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

*** The Americans with Disabilities Act went into effect on January 26, 1992. Among other goals, this legislation is intended to eradicate discrimination regarding access to public and commercial facilities. The requirements of the Act are extensive and complex and it is beyond the appraiser(s) expertise to evaluate the effects, if any, on the subject property. The value estimate is based upon the assumption that there is no significant effect on the value of the property by virtue of the American with Disabilities Act. The reader is urged to retain an expert in this field, if desired.

This Report is made under conditions of uncertainty with limited data:

*** Before relying on any statement made in the report, interested parties should contact us for the exact extent of our data collection in order to determine if the extent of our data gathering was adequate for their needs.

*** Information (including projections of income and expenses) provided by local sources is assumed to be true, correct, and reliable.

*** The comparable sales data relied upon in the report is believed to be from reliable sources, and our best efforts have been made to confirm the data used. A diligent effort was made to verify the comparables used in this report.

*** All values shown in the report are projections based on our analysis as of the date of the report. These values may not be valid in other time periods or as circumstances change. We take no responsibility for events, conditions, or circumstances that take place subsequent to the date of value of this report.

*** Since mathematical models and other projections are based on estimates and assumptions which are inherently subject to uncertainty and variations depending upon evolving events, we do not represent them as results that will actually be achieved.

Report limitations:

*** These reports are technical documents addressed to the specific technical needs of clients. Casual readers should understand that this report does not contain all the information concerning the subject property or the real estate market. While no factor we believe to be significant to the client has been knowingly withheld, it is always possible that we have information of significance which may be important to others.
ASSUMPTIONS, CONTINGENT, AND LIMITING CONDITIONS (Continued):

*** Reports made for lenders are technical documents specifically made to lender requirements. Casual readers are cautioned about their limitation and cautioned against possible misunderstanding of the information contained in these reports. The appraiser(s) should be contacted with any question before this report is relied on for decision making by other than the addressee.

*** This report was prepared at the request of and for the exclusive use of the client to whom the report is addressed. No third party shall have any right to use or rely upon this report for any purpose.

*** Value and conclusions for various components of the subject property as contained with this report are valid only when making a summation; they are not to be used independently for any purpose, and must be considered invalid if so used.

*** This report is made for the information and/or guidance of the client and possession of this report, or a copy thereof, does not carry with it a right of publication.

*** There is no requirement by reason of this report to give testimony or to appear in court with reference to the property, unless sufficient notice is given to allow preparation, and additional fees paid by the client.
SUMMARY

Appraisal Problem: Provide an estimate of the “Market Value” of the subject property subject to a 99 year lease.

Definition of Market Value: Market Value is defined by the federal financial institutions as, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated:
(2) Both parties are well informed or well advised, and each acting in what he considers his own best interest;
(3) A reasonable time is allowed for exposure in the open market;
(4) Payment is made in terms of cash and US dollars or in terms of financial arrangements comparable thereto; and
(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Intended Use of Report: Intended to assist the client in Asset Valuation

Intended User of the Report: City of St. Petersburg

Interest Valued: Fee Simple Subject to the Land Lease

Effective Date of Value: March 1, 2017

Date of Report: March 10, 2017

Scope of Work: Inspected the subject site and the area. Market research was gathered from numerous sources including but not limited to: Public Records of Pinellas County, Property Appraiser’s office of Pinellas County, The Planning & Zoning Departments of the City of St. Petersburg and Pinellas County, Xceligent, Loop-net and our own appraisal files and data base.

---

SUMMARY (Continued):

Scope of Work (Continued): The primary emphasis in the data research centered on the subject’s market area of Downtown St. Petersburg.

We were able to locate four sales that were used in the Sales Comparison Approach to estimate a value for Lots #1 and #2. Properties like the subject Lot #3 are not typically leased, however, Lot #3 is encumbered with a 99 year lease of which 69 years remain so we utilized the Discounted Cash Flow method for the Income Approach in order to estimate to “Leased Fee” value for lot #3. We did not use the Cost Approach to value the subject.

Vacant land sales were selected and were adjusted to the subject Lots #1 and #2 on a Sales Comparison Grid based on several factors. The per square foot multiplier was applied and the “As Is” value of the subject parcel was estimated. We then added the leased fee value of Lot #3 to arrive at the entire value for all three lots.

Competency Provision: The appraiser has appraised numerous properties similar to the subject and are qualified in education and experience to perform this assignment.

Owner of Record: City of St. Petersburg

Property Address: 800 1st Avenue South
St. Petersburg, Florida 33701

Legal Description: Webb City Replat Block 1, Lots 1 thru 3 (AAA Lease Till Sept. 2086 90 Space Parking Lot) as recorded in PB 90, PG 74, in the Public Records of Pinellas County, Florida.

Flood Plain Map: According to the Pinellas County FEMA Map #12103C0219G revised 9/3/03, the subject is in flood zone “X” which is an area of minimal flooding.

Parcel Number: 19-31-17-95365-001-0010

Census Tract: 286.00
SUMMARY (Continued):

Land Area: 133,222 SF MOL Lots #1 & #2 (3.058 Acres) according to the City and Lot #3 66,717 SF MOL 1.53 acres.

Market Area: The subject is located at the southwest corner of 1st Avenue South and 8th Street South in St. Petersburg, Florida. Eighth Street South is a one-way northbound thoroughfare with an average daily traffic count of 24,000 according to the Metro Planning Organization. Improvements in the area are medical type uses, office, retail and the Tropicana Baseball Stadium.

This area is bounded by 4th Street to the east, Dr. Martin Luther King, Jr. Street to the west, 1st Avenue North to the North and 4th Avenue South to the south.

Zoning: "DC-1" – Downtown Center 1
Land Use – “CBD” Central Business District

The purpose of the “DC-1” regulations allows up to 1.5 FAR for residential development. The subject site size of 199,939 SF MOL meets the minimum required.

Access: The subject can be accessed from 8th Street South via 2nd Avenue South on the eastern elevation, 1st Avenue South on the northern elevation, 3rd Avenue South on the southern elevation and Dr. M.L.K. Jr. Street South on the western elevation.

Gross Building Area: N/A

Type of Improvements: None & 90 parking spaces
SUMMARY (Continued):

Age of Improvements: N/A

Five Year Sales History: According to the public records there have been no sales in the past five years.

Listing Data: The subject is not listed for sale.

Leases: The subject is currently vacant land and a 90 space parking lot that is leased for 99 years with 69 remaining.

Tax Information: 2016 Assessed Value and taxes. Assessed Value: $ 2,465,932.00
Taxes: $ 19,187.27

Estimated Marketing Time: It is our opinion that the estimated marketing time for the subject would be nine to twelve months. This is based on the assumption that it is properly priced, advertised and marketed by a firm experienced in the sale of this type of property.

Reasonable Exposure Time: Based on an analysis of the subject property and its competitive market area, it has been estimated that a reasonable “exposure time” for the subject property, if it had been offered for sale prior to the date of valuation, would have been nine to twelve months. This is based on the assumption that it would have been marketed by a firm experienced in the sale of this type of property with their time and effort being adequate, sufficient and reasonable.

Comments: At time of inspection, we noted that the interstate on ramp is just to the south of the subject.

Highest & Best Use As though Vacant: Based on the location, size and current zoning we feel that the highest and best use of the site as vacant would be for multi-family type development.
Parcel ID #: 19-31-17-95365-001-0010
800 1st Avenue South
St. Petersburg, Florida 33701
SUBJECT FLOOD MAP
VIEW OF THE SUBJECT LOOKING SOUTH

VIEW OF THE SUBJECT LOOKING SOUTHWEST
PHOTOGRAPHS

VIEW OF THE SUBJECT

VIEW OF THE SUBJECT LOOKING SOUTHWEST
VIEW ALONG 8TH STREET SOUTH LOOKING NORTH

VIEW ALONG 1ST AVENUE SOUTH LOOKING EAST
SALES COMPARISON APPROACH

According to The Appraisal of Real Estate, 14th Edition, The sales comparison approach is, “The process of deriving a value indication for the subject property by comparing similar properties that have sold recently with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale pricing (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.”

The Direct Sales Comparison Approach involves a number of logical steps.

1. The gathering of sales data and information from appropriate sources.
2. Analyzing and verifying data; or sorting out of valid value indications from incomparable and unusable data.
3. Then an adjustment process is applied. The adjustment process compares each comparable sale to the subject property in terms of physical characteristics as well as items such as financing.
4. A summation is made of all measurable differentials into a single adjusted indication of value for each comparable property.
5. A reconciliation of each indicated comparable value into a final estimate of value via the Direct Sales Comparison Approach.

In the reconciliation, all factors are reviewed in terms of their strengths and weaknesses in order to assess the overall quality and comparability of the data. In this way, the greatest weight is typically placed on those comparable sales which would be the best indications of value for the subject property.

This approach measures directly the actions and attitudes of buyers and sellers in the market through analysis of properties which have recently sold and have characteristics similar to the property being appraised. No two properties are exactly alike and thus are unique to themselves. Because of this fact, the process of comparing properties to the Subject involve making necessary adjustments for dissimilarities. Adjustments normally made consist of but are not limited to: time of sale, conditions of sale or financing terms, physical and income characteristics, location, and zoning.

We conducted a search of the subjects market area to locate sales of similar land sales. We were unable to find any recent sales that were exactly like the subject and as a result, we expanded our search to Downtown St. Petersburg. We located four sales which in our opinion bracket the subject value.

Included on the following pages are a sales location map and details of the four land comparables.

---

Date of Sale: September 2016
Location: Dr. M.L.K. Street N. & Arlington Avenue, St Petersburg, FL
Grantor: ORYX Development, LLC
Grantee: BC A9 Townhomes, LP
Recording: 19336/1387
Sale Price: $1,950,000
Financing: None noted
Cash equivalency: Cash to seller indicated, no adjustment required
Land Size: 50,000 SF (1.15 acres MOL)
Price PSF: $39.00 PSF
Parcel Number: 24-31-16-39006-000-0010 & 0060
Zoning: DC-2
Flood Zone: “X”
Verification: Public Records, Listing Broker, Deed, Xceligent

Comments: This rectangular shaped site is located on the Northwest corner of Arlington Avenue N. & Dr. M.L.K.Jr. Street North. According to the Plat Map, the site has 400 feet of frontage on Arlington and a depth of 125 feet along M.L.K. Street.
Date of Sale: August 2016
Location: So. Side Central Avenue/No. side 1st Ave. S between M.L.K. Jr. St. S. & 11th St., St. Petersburg, FL
Grantor: EE 930 Central Avenue Holdings, LLC
Grantee: BAB 930 Central Flats Owner, LLC
Recording: 19320/1308
Sale Price: $4,700,000
Financing: None indicated
Cash equivalency: Cash to seller, no adjustments required.
Land Size: 66,000 SF (1.515 acres MOL)
Price PSF: $71.21 PSF
Parcel Number: 24-31-16-14544-000-0040, 0060, 0080
Zoning: “DC-1”
Flood Zone: “X”
Verification: Xceligent; Public Records & copy of deed

Comments: This was the sale of a vacant land parcel located on the south side of Central Avenue between Dr. M.L.K and 11th Street So. The site is rectangular in shape, level at road grade and has utilities available. Access is adequate.
Date of Sale: April 2014
Location: 700 1st Avenue South, St. Petersburg, FL 33701
Grantor: ARC Group, Inc.
Grantee: The Hermitage St. Pete, LLC
Recording: 18373/1121
Sale Price: $5,250,000
Financing: None
Cash equivalency: Cash to seller, no adjustments required
Land Size: 80,000 SF (1.837 acres MOL)
Price PSF: $65.63 PSF
Parcel Number: 19-31-17-74466-041-0010, 0050, 0130, 0170, 0110 & 0160
Zoning: DC-1 (Downtown Core District)
Flood Zone: “X”
Verification: Yazmin Gil - The Allen Morris Company - Buyer

Comments: Site encompasses an entire block, south of 1st Avenue South between 7th and 8th Street. The site is currently being developed with an 8-story, 348 unit apartment complex to be known as the Hermitage by the Allen Morris Company.
Date of Sale: March, 2014  
Location: 330 3rd Avenue South, St. Petersburg, FL 33701  
Grantor: Osprey S. P. Properties, LLC  
Grantee: CREA 330 Third, LLC  
Recording: 18375/2170 & 18427/0631  
Sale Price: $8,402,000  
Financing: None  
Cash equivalency: Cash to seller, no adjustment required.  
Land Size: 125,206 SF (2.874 acres MOL)  
Price PSF: $67.11 PSF  
Parcel Number: 19-31-17-93450-000-0020, 0030 & 0040  
Zoning: DC-1  
Flood Zone: “X”  
Verification: Paula Claire Smith - Merritt Realty  

Comments: This three parcel site is basically rectangular in shape and is being developed by American Land Ventures with a 15-story 357-unit high-rise apartment complex to be called 330 3rd Street South.
<table>
<thead>
<tr>
<th>SALE NUMBER</th>
<th>SUBJECT</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<tr>
<td>DATE OF SALE</td>
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<td>Aug-16</td>
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<td>SALE PRICE</td>
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<td>SIZE (SF)</td>
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<td>50,000</td>
<td>66,000</td>
<td>80,000</td>
<td>125,206</td>
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<tr>
<td>SALE PRICE PSF</td>
<td>N/A</td>
<td>$39.00</td>
<td>$71.21</td>
<td>$65.63</td>
<td>$67.11</td>
</tr>
</tbody>
</table>

**ELEMENTS REQUIRING ADJUSTMENT**

| FINANCING/ CONDITIONS OF SALE | 0% | 0% | 0% | 0% |
| FINANCE ADJUSTMENTS PSF | N/A | $0.00 | $0.00 | $0.00 | $0.00 |
| ADJUSTED SALE PRICE PSF | N/A | $39.00 | $71.21 | $65.63 | $67.11 |

**MARKET CONDITIONS**

| NUMBER OF MONTHS | 6 | 7 | 35 | 36 |
| DATE OF VALUE | Mar-17 | $0.00 | $0.00 | $1.97 | $2.01 |
| ADJUSTED SALE PRICE PSF | N/A | $39.00 | $71.21 | $67.59 | $69.12 |

**PHYSICAL ELEMENTS OF ADJUSTMENT**

| LOCATION | 8th St/1st Ave. | 20% | 0% | 0% | -10% |
| ACCESS | Good | 0% | 0% | 0% | 0% |
| SIZE (SF) | 133,222 | 5% | 5% | 5% | 0% |
| SHAPE | Rectangle | 0% | 0% | 0% | 0% |
| TOPOGRAPHY | Level | 0% | 0% | 0% | 0% |
| UTILITIES | Available | 0% | 0% | 0% | 0% |
| FLOOD ZONE | "X" | 0% | 0% | 0% | 0% |
| HIGHEST & BEST USE | Multi-Family | 0% | 0% | 0% | 0% |
| ZONING | "DC-1" | 0% | 0% | 0% | 0% |
| NET ADJUSTMENTS (PSF) | N/A | $9.75 | $3.56 | $3.38 | ($6.91) |
| ADJUSTED PRICE PSF | N/A | $48.75 | $74.77 | $70.97 | $62.21 |
LAND SALES ADJUSTMENT GRID DISCUSSION

The comparable land sales were adjusted to the subject site as necessary on the "Land Sales Adjustment Grid" shown on page 23 to make the sales similar to the subject site. If the comparable is superior to the subject property, a negative adjustment is made to make the comparable sale similar to the subject. If the comparable is inferior, a positive adjustment is made.

Prior to making any adjustments to the comparables the price per square foot ran from a low of $39.00 to a high of $71.21.

FINANCING AND CONDITION OF SALE: We are not aware of any conditions of sale that affected the sales.

MARKET CONDITIONS/NUMBER OF MONTHS: The market for similarly located vacant land has been stable over the past 7 months and no adjustments were made for Sales #1 and #2. Sales #3 and #4 were adjusted upward 3% each for being older.

PHYSICAL UNIT COMPARISONS

Each of the comparables were then analyzed and adjusted to the subject parcel based on several elements of physical comparison and these elements have been detailed as follows:

LOCATION: The subject is located on the corner of 8th Street South and 1st Avenue South in St. Petersburg. The Sales are in various areas of the Downtown area like the subject and Sales #2 and #3 were not adjusted. Sale #1 is in an inferior location and was adjusted upward 20%. Sale #4 is closer to the Downtown was adjusted downward 10%.

ACCESS: The subject site has good access. Each of the Sales have similar access and were not adjusted.

SIZE: The subject site contains a total of 133,222 SF MOL. Typically, larger parcels sell for less on a per square foot basis than smaller ones but in the Downtown area, the reverse applies and larger parcels sell for more PSF due to the development potential. Therefore, Sale #1, #2, #3 were each adjusted upward 5%. Sale #4 was close in size to the subject and was not adjusted.

SHAPE: The subject is rectangular in shape. The Sales are basically similar and were not adjusted.

TOPOGRAPHY: All of the Comparables have similar type topography when compared to the subject and no adjustments were made.

UTILITIES: The subject and all of the Comparables have utilities available, with no adjustments necessary.

FLOOD ZONE: The subject is in Flood Zone “X”, which are areas of limited flooding. All of the Comparables are located in Flood Zone “X” areas of limited flooding and no adjustments were deemed necessary.
HIGHEST & BEST USE: The subject has a highest & best use for development of multi-family. All of the Sales are similar and were not adjusted.

ZONING: The subject is zoned “DC-1” – “Downtown Center” which allows for all types of development.

SUMMARY: The adjusted values of the comparables range from a low of $48.75 per square foot to a high of $74.77 per square foot. Based on the above analysis, it is our opinion that the market value of the subject on a per square foot basis as bracketed via the Sales Comparison Approach is $60.00 PSF.

We have valued the subject site as follows:

$$133,222 \text{ SF MOL} \times 60.00 \text{ PSF} = 7,993,320$$

ROUNDED TO: $7,995,000
LEASED FEE ESTATE DISCUSSION LOT #3

Since the subject Lot #3 is encumbered by a long-term lease, we are estimating the value of the Leased Fee Estate “As Is”. A definition of a Leased Fee Estate is as follows: “A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).”

In order to value the leased fee estate, we have prepared a sixty nine year Discounted Cash Flow (DCF). In doing so, we have made certain assumptions concerning income and expenses. These are discussed below. The DCF Report is located in the addendum. We have assumed no reversion at the end.

**Lease Rental Income:** According to the lease provided, the subject parking lot was leased in 5/1987 for 99 years and therefore there are sixty nine years remaining. The original amount was for $1,800 per month or $21,600 per annum. The current rate is $1,415 per month. Since the lease has gone down almost $400 a month in 30 years, we will use this amount for the remainder of the lease term.

**Vacancy and Collection Loss:** There is no vacancy for a land lease.

**EXPENSES:**

**Management & Leasing:** We have not estimated any management and leasing expense since there is known.

**Administrative/Miscellaneous:** N/A

**Reserves:** N/A

**Summary:** There are no expenses involved with land lease.

**Additional assumptions utilized in the DCF:**

PwC Real Estate Investor Survey for the fourth quarter of 2016 indicates that large, land lease properties have discount rates between 5.25% and 9.25%. Based on the above, we have used an unleveraged discount rate of 8.00% for our study.

**Summary:** Based on the assumptions as discussed above, the Leased Fee Estate Value for the subject Lot #3 as estimated via the DCF method at $211,201.40, which we have rounded to $211,000. Estimated value of Lots #1 and #2 were $7,995,000 plus $211,000 equals a total value of $8,206,000.

---

EXHIBIT “A”

APPRAISER QUALIFICATIONS
APPRAISER QUALIFICATIONS

SCOTT W. SEAMAN

EDUCATION:
Bachelor of Science, 1981
Florida State University, Tallahassee, Florida

APPRAISAL COURSES:
2016-2017 National USPAP Update Course
Managing Appraiser Liability 2016
New FHA Handbook 4000.1 2016
Florida Appraisal Laws and Regulations 2016
Avoiding Mortgage Fraud for Appraisers 2016
Business Practices and Ethics/2015
Supervisory Appraiser/Trainee Appraiser Course/2015
Real Estate Continuing Education/2014
Litigation Assignments for Residential Appraisers: Doing Expert Work
on Atypical Cases/2014
Methodology & Application of Sales Comparison/2014
Appraisal Review of Residential Properties/2014
Florida Law Update for Real Estate Appraisers/2014
National USPAP/2014
Front of House/Back of House/2013
Real Estate Continuing Education Exams 20-33/2012
Critical Issues/2012
Commercial Appraisal Productivity Seminar/2012
Loss Prevention/2011
Discounted Cash Flow Model/2011
Business Practices & Ethics/2011
Advanced Internet Search Strategies/2011
Supervisor Trainee Roles & Rules/2010
Property Tax Assessments/2009
Subdivision Valuation/2009

TYPES OF PROPERTIES
APPRaised:
Office, Retail, Industrial, Multi-Family, ALF, Motel/Hotel,
Special Purpose & Subdivisions, Residential

PROFESSIONAL
MEMBERSHIPS:
SRA Member Appraisal Institute, West Coast, FL Chapter
Ethics and Counseling Regional Panel Member since 1993
MAI Candidate West Coast, FL Chapter #M932499

Pinellas Realtor Organization

FLORIDA
REGISTRATION:
State-Certified General Real Estate Appraiser RZ1758
Licensed Real Estate Broker 0366435

EMPLOYMENT:
McCormick, Seaman & Terrana
Formerly McCormick, Braun & Seaman
Staff Appraiser
January 1996 – Present
St. Petersburg, Florida

Glenn E. McCormick Company, Inc.
Vice President/May 1985 - December 1995
Appraisal and Consulting Firm, St. Petersburg, Florida

City of St. Petersburg
Acquisition Agent/January 1983 - April 1985
Real Estate Department, St. Petersburg, Florida
The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

SEAMAN, SCOTT WARNER
1262 DR MARTIN LUTHER KING JR ST N
ST. PETERSBURG, FL 33705

ISSUED: 11/15/2016  DISPLAY AS REQUIRED BY LAW  SEQ # L161150002333
EXHIBIT “B”

ZONING
SECTION 16.20.120. DOWNTOWN CENTER DISTRICTS ("DC")

Sections:

16.20.120.1. Introduction to the downtown center.
16.20.120.2. Purpose and intent.
16.20.120.3. Introduction to the DC districts.
16.20.120.4. Approval process.
16.20.120.5. Permitted uses and use regulations.
16.20.120.6. Development potential.
16.20.120.6.2. Bonuses to FAR calculations.
16.20.120.7. Building envelope: Maximum height and minimum setbacks.
16.20.120.8. Building design.

16.20.120.1. Introduction to the downtown center.

The downtown is the traditional gathering center of the City. Since its inception, it has been the regional center which attracts residents and visitors for recreation, socialization, shopping and business. It is also a vibrant residential neighborhood offering a variety of housing types and locations. The City is fortunate to have created and maintained a strong pedestrian-oriented streetscape, with its grid street pattern, wide sidewalks and buildings at a typically two- to four-story scale along its sidewalks. Although high rise buildings, including those which occupy a full city block, have been added to the downtown, the high-rise building is the exception, and most maintain the pedestrian character at the sidewalk. The 100-foot wide rights-of-way have allowed ample room for both vehicles in the street travel lanes as well as on-street parking and pedestrian sidewalks. The pedestrian scale is a key asset in the downtown. Future development should recognize and reinforce the pedestrian scale by protecting the right-of-way, through selection and location of pedestrian-oriented businesses at the street level, and building articulation providing shade, gathering areas and visual interest.

(Code 1992, § 16.20.120.1)

16.20.120.2. Purpose and intent.

Development regulations for the downtown require the base of all buildings to create and maintain a strongly defined street edge, while allowing and encouraging larger and taller buildings to be constructed above and stepped back into the property. By reinforcing the street edges, providing active uses, concealing parking areas, and requiring streetscape improvements, vibrant activity will continue at the street level, which reinforces the unique pedestrian scale of the downtown.

(Code 1992, § 16.20.120.2)
16.20.120.3. Introduction to the DC districts.

The downtown center districts are the DC-C, DC-1, DC-2, DC-3 and DC-P districts. The districts recognize the unique flavor of each area and scale down developments as they leave the intense core of the downtown and approach the neighborhoods to the north, south and west.

16.20.120.3.1. Downtown Center-Core (DC-C).

The Downtown Center-Core District is the most intensive district in the City's schedule of regulations. The purpose of this district is to create a diverse and vibrant downtown which serves as a center for employment, entertainment and retail activity. This district, hugging Central Avenue, allows the highest densities, intensities and building height. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. The design of buildings and streetscapes (both hardscape and landscape improvements) promotes a successful people-oriented downtown area as defined in the intown redevelopment plan. Residential uses are allowed as a secondary use within the district. Uses that do not require a central location or those requiring a vehicular emphasis are less appropriate in this location and are discouraged.

16.20.120.3.2. Downtown Center-1 (DC-1).

This district provides for intense mixed-use development which creates a strong mixture of uses that enhance and support the core. Office and other employment uses are highly encouraged. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. Buildings and streetscapes (both hardscape and landscape improvements) are designed in a manner that promotes a successful people-oriented downtown area as exemplified and defined in the intown and intown west redevelopment plans.

16.20.120.3.3. Downtown Center-2 (DC-2).

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

16.20.120.3.4. Downtown Center-3 (DC-3).

This district encourages development of residential, offices, hotels, specialty retail and permitted mixed uses compatible with the waterfront area with special emphasis for pedestrian-oriented development at the street level. Additional setbacks above the base level of the building encourage an intimate village scale along Beach Drive. Taller buildings are required to step back from the waterfront park system.

16.20.120.3.5. Downtown Center-Park (DC-P).

This district denotes Williams Park, Mirror Lake, and the lands which are public parks, or development located within public parks, east of Beach Drive. In these areas, heights and development intensities will be limited and setbacks will be generous to maintain a sense of open space adjacent to the public spaces.

(Code 1992, § 16.20.120.3; Ord. No. 876-G, § 12, 2-21-2008)
16.20.120.4. Approval process.

Development projects shall be reviewed using an approval procedure which is determined by the proposed intensity of the building. There are three approval procedures available throughout the downtown center (DC) districts:

1. Base approval.
2. Bonus approval, streamline.
3. Bonus approval, public hearing.

Base approval shall be allowed by right. Bonus approval, streamline, requires compliance with specific criteria, and bonus approval, public hearing, requires compliance with specific criteria and a public hearing.

16.20.120.4.1. Base approval.

The base approval is allowed by right without public notice or public hearing if the project complies with the enhanced street requirements, maximum building height, minimum building setbacks, minimum ground level open space, building design requirements and other applicable requirements without a variance.

16.20.120.4.2. Bonus approval, streamline.

The bonus approval, streamline process reviews projects that exceed the limits of the base approval standards allowing for an increased FAR, building height, or both. To qualify, a project shall incorporate pre-described bonus provisions which mitigate the secondary impacts of the development, and provide public benefit at the ground level or address issues relevant to downtown development or the City, such as historic preservation and workforce housing.

16.20.120.4.3. Bonus approval, public hearing.

The bonus approval, public hearing process reviews projects that exceed the limits of the bonus approval, streamline standards allowing for an increased FAR, building height, or both. To qualify, a project shall incorporate pre-described bonus provisions above and beyond those required for the bonus approval, streamline process. After all bonuses are utilized, additional criteria is placed upon the development which will also address the secondary impacts of the project, such as public transit and workforce housing.

16.20.120.4.4. Variances.

Variances to the maximum intensity may not be approved when another mechanism is available to obtain the approval of a project, e.g., FAR bonus provisions.

16.20.120.4.5. Demolition of Buildings.

A. Purpose. Vacant lots along certain streets within the DC-C, DC-1, DC-2, DC-3, or DC-P (DC zoning districts) are detrimental to the goal of promoting a pedestrian oriented downtown area. Vacant lots which are not maintained to certain minimum standards promote visual blight, property maintenance concerns and erosion of soil into the public stormwater management system. The purpose of this section is to minimize the creation of vacant land parcels and ensure the proper treatment and maintenance of any vacant parcels resulting from voluntary demolition within the DC zoning districts.
B. Definition(s). For the purposes of this section, the term "structure of general public interest" means the existing primary or principal building or buildings on any land parcel within the DC zoning districts. Accessory structures, structures over submerged land or structures within right-of-way are not included in this definition.

C. Issuance of demolition permit for a structure of general public interest (SGPI). A demolition permit may be issued for a SGPI, if a site plan has been approved, any pre-demolition conditions of the approval have been complied with and a complete application for building permits has been submitted. However, a demolition permit may be issued without meeting any of the foregoing requirements if the Building Official determines that a building is structurally unsafe.

D. Vacant lots resulting from demolition. Vacant lots created in the DC zoning district after September 8, 2011 shall be improved and maintained subject to the following standards:

1. *Sites not fronting A or B streets.* Vacant lots resulting from a demolished building within the DC zoning district not abutting the A or B streets as designated on the Streetscape Requirements Map shall comply with the following:
   a. **Fence requirements.** A fence shall surround the entire site.
      (1) Materials. All fences shall be constructed entirely of metal with a maximum opacity of 25 percent. Alternative fencing materials, such as wood or PVC, are prohibited.
      (2) Design and height. Fences shall be either vinyl-coated, chain-link or a decorative metal design. Chain-link fences shall be a minimum height of three feet, a maximum height of four feet. Decorative metal fences shall be a minimum height of three feet and maximum height of six feet.
   b. **Landscaping.**
      (1) The applicant shall submit a scaled plan showing the vacant lot layout, the proposed landscaping and irrigation, and the proposed maintenance plan which shall include provisions for trash removal, erosion management, and landscape maintenance.
      (2) Surface shall include grass or other living ground cover, in any combination, provided that the total site is covered. A five foot wide perimeter landscape buffer shall be provided along all streets which shall consist of a continuous row of foundation landscaping and one shade tree for every 35 feet, or portion thereof, along the street. A corner landscape feature shall be provided at each street corner which shall be a minimum of 100 square feet and shall be densely planted with trees, low shrubs and ground cover to meet the planting standards provided in the landscaping and irrigation section.
      (3) Irrigation shall be provided consistent with the applicable standards for such systems as described in this chapter.

2. *Sites with frontage along A or B streets.* Vacant lots abutting A or B streets as designated on the Streetscape Requirements Map resulting from a demolished building within the DC zoning district shall comply with the following:
   a. **Fence requirements.** All fences shall be decorative and shall be a minimum height of three feet and a maximum height of six feet. Required fences shall be of an "Open" design and shall not exceed the maximum opacity standard of 25 percent as defined in the fence regulations section.
b. Landscape. The landscaping standards for these sites shall be the same as the standards for sites not fronting A or B streets.

3. Permit and inspections required. A permit and inspections of the required improvements to the vacant lot are required.

4. Guarantee required. Prior to and as a condition of issuance of a demolition permit, the applicant shall furnish to the City a performance bond or an irrevocable and unconditional letter of credit, cash, or a combination thereof, or other instrument acceptable to the City, in the amount sufficient to insure that the requirements set forth in this section are met.

5. Recorded notice required. Prior to and as a condition of issuance of a demolition permit, the applicant shall execute and record in the public records a notice, which shall be provided by the City, identifying the required site improvements and associated conditions of approval.

6. Posted sign. A sign identifying a 24-hour contact person's name, address and telephone number for the site shall be posted on the site. The sign shall be designed in accordance with the standards of the City's sign regulations. Such person shall be the owner or site manager and shall have the authority to make decisions concerning the property.

E. Procedure if demolition permit is denied for a SGPI. If an application for a demolition permit within the DC zoning district is denied, the applicant may request an exemption according to the procedures and criteria provided under section 16.70.040.1.9 "Exemptions, Demolition of Structures of General Public Interest within DC and CCT-2 Zoning Districts.”

F. For demolition applications involving designated historic landmarks or structures within designated local landmark historic districts, where demolition requires certificate of appropriateness (COA) approval, this section 16.20.120.4.5 shall not apply.


16.20.120.5. Permitted uses and use regulations.

16.20.120.5.1. Permitted uses.

Uses in these districts shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements.

16.20.120.5.2. Use regulations.

<table>
<thead>
<tr>
<th>DC-C</th>
<th>DC-1</th>
<th>DC-2</th>
<th>DC-3</th>
<th>DC-P</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General use provisions based on approval process</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base approval</td>
<td>Enhanced street level requirements</td>
<td>Enhanced street level requirements</td>
<td>Minimum 75 percent gross s.f. residential or hotel uses</td>
<td>Enhanced street level requirements</td>
</tr>
</tbody>
</table>
### SECTION 16.20.120. DOWNTOWN CENTER DISTRICTS ("DC")

<table>
<thead>
<tr>
<th>Bonus approval, streamline</th>
<th>Minimum 25 percent gross s.f. nonresidential</th>
<th>Minimum 5 percent gross s.f. nonresidential</th>
<th>N/A</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonus approval, public hearing</td>
<td>Minimum 50 percent gross s.f. nonresidential</td>
<td>Minimum 25 percent gross s.f. nonresidential</td>
<td>SE required for nonresidential uses above 25 percent gross s.f.</td>
<td>Street level plus one story liner minimum at base</td>
</tr>
</tbody>
</table>

For purposes of this chart, the term "gross s.f." means the total floor area of all buildings on the site, including but not limited to the floor area of all parking spaces. Parking spaces dedicated for residential uses shall count towards the residential percentage and parking spaces dedicated for nonresidential uses shall count towards the nonresidential percentage.

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16.20.120.5.2.1. Pedestrian level "A" streets within DC-C and DC-1.

Developments abutting these streets shall provide nonresidential, pedestrian-oriented uses and hardscape and landscaping improvements consistent with the landscaping and hardscape standards established for downtown St. Petersburg by the City.

1. **Uses.** Appropriate nonresidential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, museums, restaurants and bars, hotel lobbies, studios, and
limited residential support activities (e.g., lobbies, fitness centers). Such pedestrian-oriented uses shall be incorporated into no less than 75 percent of the linear building frontage abutting all pedestrian level "A" Streets. Each of the pedestrian-oriented uses shall have a minimum average depth of 40 feet and shall meet all requirements of the design guidelines.

2. Streetscape improvements. The abutting public sidewalk shall be improved in compliance with the streetscape treatment plan identified in the Plaza Parkway Design Guidelines.

16.20.120.5.2.2. Pedestrian level "A" streets within DC-2.

Developments abutting these streets shall provide nonresidential, pedestrian-oriented uses and hardscape and landscaping improvements consistent with the landscaping and hardscape standards established for downtown St. Petersburg by the City.

1. Uses. Appropriate nonresidential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, restaurants and bars, offices, hotel lobbies, studios, and limited residential support activities (e.g., lobbies, fitness centers). Such pedestrian-oriented uses shall be incorporated into no less than 60 percent of the linear building frontage abutting all pedestrian level "A" streets. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 30 feet and shall meet all requirements of the design guidelines.

2. Streetscape improvements. The abutting public sidewalk shall be improved in compliance with the streetscape treatment plan identified in the Plaza Parkway Design Guidelines.

16.20.120.5.2.3. Pedestrian level "A" streets within DC-3.

Developments abutting these streets are required to provide nonresidential, pedestrian-oriented uses and hardscape and landscaping improvements consistent with the landscaping and hardscape standards established for downtown St. Petersburg by the City.

1. Uses. Appropriate nonresidential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, museums, commercial recreation, restaurants and bars, hotel lobbies, studios, and limited residential support activities (e.g., lobbies, fitness centers). Such pedestrian-oriented uses shall be incorporated into no less than 75 percent of the linear building frontage abutting all pedestrian level "A" streets and 50 percent of the intersecting streets up to a 200-foot distance westward from Beach Drive. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 40 feet and shall meet all requirements of the design guidelines.

2. Streetscape improvements. The abutting public sidewalk shall be improved in compliance with the streetscape treatment plan identified in the Plaza Parkway Design Guidelines.

16.20.120.5.2.4. Pedestrian level "B" streets within all districts.

Other than as allowed by the zoning district, specific types of uses are not required abutting these streets. Nonresidential, pedestrian-oriented uses in pedestrian level building facades, including office space and retail and support uses, are encouraged. The building shall provide for architectural treatments following the design guidelines.

The abutting public sidewalk shall be improved in compliance with the streetscape treatment plan as identified in the Plaza Parkway Design Guidelines.

16.20.120.5.2.5. All other streets.

The abutting public sidewalk of all other streets shall be improved in compliance with the streetscape treatment plan identified in the Plaza Parkway Design Guidelines.
16.20.120.6. Development potential.

Development potential of property in the districts is appropriate for the character of each area. Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, and building setbacks.

Each property has a base intensity defined by the "base approval" row within the maximum intensity table. Development proposals may increase above the base intensity by adding allowed FAR bonuses. The total FAR requested, with bonuses, shall determine whether the project requires streamline or public hearing approval. The plan allows additional FAR pursuant to a multiplier in activity centers; however, in all the DC zoning districts, no additional FAR pursuant to the multiplier is allowed. Only the FAR specifically provided for in the following maximum intensity table, the FAR bonus table and the FAR exemptions table are allowed in the DC zoning districts.

<table>
<thead>
<tr>
<th>Maximum Intensity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DC</strong></td>
</tr>
<tr>
<td><strong>Base approval (floor area ratio)</strong></td>
</tr>
<tr>
<td><strong>Bonus approval, streamline (floor area ratio)</strong></td>
</tr>
<tr>
<td><strong>Bonus approval, public hearing (floor area ratio)</strong></td>
</tr>
</tbody>
</table>

There shall be no minimum lot area in any downtown center district. Maximum density in any downtown center district shall be limited by FAR. Units per acre do not apply.
16.20.120.6.1. Exemptions from FAR calculations.

All areas of a structure are counted to determine the FAR including gross floor area associated with stair and elevator towers and all enclosed common areas, unless noted otherwise. Stand alone parking garages, even with mixed use on the first floor, shall also be calculated toward FAR except those floors of the garage that are entirely underground.

<table>
<thead>
<tr>
<th>FAR Exemptions</th>
<th>Maximum Exemption Up To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>All Districts</strong></td>
<td></td>
</tr>
<tr>
<td>Structured parking areas are exempt from FAR; however, in the DC-2 and DC-3</td>
<td>Not limited</td>
</tr>
<tr>
<td>districts, for any parking garage containing more than twice the minimum</td>
<td></td>
</tr>
<tr>
<td>required number of parking spaces, the additional parking square footage</td>
<td></td>
</tr>
<tr>
<td>shall be included in the calculation of the GFA, except those floors that</td>
<td></td>
</tr>
<tr>
<td>are entirely underground.</td>
<td></td>
</tr>
<tr>
<td>Square footage of a locally designated historic property which is retained</td>
<td>Not limited</td>
</tr>
<tr>
<td>and restored as part of the site is exempt from inclusion in the GFA.</td>
<td></td>
</tr>
<tr>
<td>Square footage of workforce housing units or square footage (as set forth</td>
<td>0.5 FAR</td>
</tr>
<tr>
<td>in the City's workforce housing program) or any inclusionary zoning</td>
<td></td>
</tr>
<tr>
<td>requirement provided on site.</td>
<td></td>
</tr>
<tr>
<td><strong>DC-Core Only</strong></td>
<td></td>
</tr>
<tr>
<td>Retail uses located on the ground level and second floor when each</td>
<td>0.5 FAR</td>
</tr>
<tr>
<td>individual retail unit is over 10,000 s.f. or when 80 percent of retail</td>
<td></td>
</tr>
<tr>
<td>units has an average size of 10,000 s.f. per unit or when the total s.f. of</td>
<td></td>
</tr>
<tr>
<td>retail units exceeds 50,000 s.f.</td>
<td></td>
</tr>
<tr>
<td>Office uses on the exterior of structured parking which make the parking</td>
<td>0.25 FAR per level</td>
</tr>
<tr>
<td>not visible from a street.</td>
<td></td>
</tr>
<tr>
<td>Hotel uses located above the ground floor.</td>
<td>1.5 FAR</td>
</tr>
<tr>
<td><strong>DC-1 Only</strong></td>
<td></td>
</tr>
<tr>
<td>Retail or office uses located on the ground level.</td>
<td>0.5 FAR</td>
</tr>
</tbody>
</table>
### SECTION 16.20.120. DOWNTOWN CENTER DISTRICTS ("DC")

<table>
<thead>
<tr>
<th>Use Description</th>
<th>FAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office or residential uses on the exterior of structured parking which make the parking not visible from a street.</td>
<td>0.25 FAR per level</td>
</tr>
<tr>
<td>Retail, restaurants, bars, museums, lobby entrances, hotel public function space or other publicly accessible, permitted nonresidential uses located on the ground level.</td>
<td>0.5 FAR</td>
</tr>
<tr>
<td>Hotel uses located above the ground floor.</td>
<td>1.5 FAR</td>
</tr>
<tr>
<td><strong>DC-2 Only</strong></td>
<td></td>
</tr>
<tr>
<td>Neighborhood scale retail, neighborhood scale cafe or office uses located on ground level.</td>
<td>0.5 FAR</td>
</tr>
<tr>
<td><strong>DC-3 Only</strong></td>
<td></td>
</tr>
<tr>
<td>Retail, restaurants, bars, museums, lobby entrances, hotel public function space or other permitted nonresidential uses located on the ground level.</td>
<td>0.5 FAR</td>
</tr>
<tr>
<td>Retail, restaurants, bars, office, or residential uses located above the ground level on the exterior of structured parking which make the parking not visible from a street.</td>
<td>0.25 FAR per level</td>
</tr>
</tbody>
</table>

(Code 1992, § 16.20.120.6.1; Ord. No. 985-G, § 32, 7-15-2010)

#### 16.20.120.6.2. Bonuses to FAR calculations.

All projects within the downtown center districts may utilize bonuses to receive greater development rights. These bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights. Sites receiving bonus FAR shall not exceed the maximum intensity allowed for the site.

To qualify for bonuses:

- A project shall comply with all minimum use requirements of the zoning district. (See use regulations chart.)
- New construction shall comply with the requirements of the building envelope for the district.
- New construction shall comply with the minimum parking standards.

Once a project has been determined to qualify for bonuses by the POD, the development may utilize any combination of the bonus provisions listed in this subsection to attain the desired additional development rights.
right, except as otherwise limited by these regulations. Certain bonuses are only applicable to specific districts.

- For projects required to follow the public hearing process for additional FAR, the first 0.5 bonus FAR shall be for workforce housing and the second 0.5 bonus FAR shall be for either workforce housing, historic preservation, or downtown transit. Thereafter, any bonus or combination of bonuses is allowed.

### FAR Bonuses

<table>
<thead>
<tr>
<th>All Districts</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Make structured parking not visible from streets (not alleys) with a liner that provides uses for a minimum of the first two stories, and provide an architecturally compatible design above the two story base to create an attractive and architectural screen to structured parking.</td>
<td>1.0 FAR</td>
</tr>
<tr>
<td>Make structured parking not visible from streets (not alleys) with an architecturally compatible design above the base to create an attractive and architectural screen to structured parking.</td>
<td>0.5 FAR</td>
</tr>
<tr>
<td>Provide financial support to the City’s streetscape improvement program equal to one-quarter of one percent or more of the total construction cost per each 0.5 of FAR bonus.</td>
<td>Up to 0.5 FAR per each street frontage</td>
</tr>
<tr>
<td>Provide financial support to the City’s downtown mass transit service program (when created by the City) equal to one-quarter of one percent or more of the total construction cost per each 0.5 of FAR bonus.</td>
<td>Up to 2.0 FAR</td>
</tr>
<tr>
<td>Provide public art as an integral part of the pedestrian-level sidewalk area or required ground level open space, or as a decorative crown element of a building that includes night lighting. The value of such feature shall be equal to one-quarter of one percent or more of the total construction cost per 0.5 of FAR bonus. All public art shall be visually accessible to the public.</td>
<td>Up to 2.0 FAR</td>
</tr>
</tbody>
</table>
| Support the preservation of landmarks and landmark sites by using one of the following methods:  
  • Use of transfer of development rights from a locally designated landmark or landmark site.  
  • Relocate and restore the exterior any structure determined eligible or contributing to | Not limited |

St. Petersburg, Florida, Code of Ordinances Page 11
the National Register Downtown Historic District to a compatible site within two miles of a downtown center zoning district. Five times the gross square footage of the structure may be transferred to the site. The cost of relocation shall be credited to the total construction cost.

Support workforce housing with one or more of the following methods:
- For each additional 1.0 FAR or fraction of the bonus FAR requested, five percent of the total number of housing units shall be provided, on site, as workforce housing units for people initially qualifying at 150 percent or less of median income.
- Provide financial support to the City’s housing capital improvements projects (HCIP) trust fund or its successor fund equal to one-quarter of one percent or more of the total construction cost per each 0.5 of FAR bonus.

<table>
<thead>
<tr>
<th>DC-Core Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide office use equaling 25 percent or more of the gross floor area.</td>
</tr>
<tr>
<td>Limit the building to no more than 25 percent gross floor area of residential uses.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DC-1 Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide office use equaling 25 percent or more of the gross floor area or, Limit the building to no more than 50 percent residential uses.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DC-2 and DC-3 Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide an additional five percent ground level open space.</td>
</tr>
</tbody>
</table>

For purposes of this chart, the term "gross s.f." means the total floor area of all buildings on the site, including but not limited to the floor area of all parking spaces. Parking spaces dedicated for residential uses shall count towards the residential percentage, and parking spaces dedicated for nonresidential uses shall count towards the nonresidential percentage.

(Code 1992, § 16.20.120.6.2; Ord. No. 893-G, § 17.1, 9-4-2008)
16.20.120.7. Building envelope: Maximum height and minimum setbacks.

16.20.120.7.1. Maximum building height.

Height restrictions are based upon the approval process sought by the applicant and the location of the property.

The height restrictions do not correlate directly to the zoning districts. They are designed to concentrate heights within the core area of the downtown and then step down toward the surrounding neighborhoods. The height map establishes the specific locations of height restrictions. In addition to the height restrictions limits specified on the map, the following criteria shall apply:

- Buildings shall not exceed FAA height limitations unless approval is obtained from the FAA.
- All buildings receiving additional height using the bonus approval, streamline process shall have a decorative crown feature compatible with the architectural style of the building.
- All buildings receiving additional height using the bonus approval, public hearing process shall have a decorative crown feature compatible with the architectural style of the building and are encouraged to have decorative up lighting and crown lighting.
16.20.120.7.2. Minimum building setbacks.

A. The downtown center allows the most intensive development within the City. Conversely, the downtown retains the charm and scale of a small city. To maintain the small-scale character, all buildings should create a strong presence at the sidewalk edge consistent with development within the traditional downtown. Buildings should be constructed within a building envelope, stepping back from the street or provide for a smaller floor plate. Either method creates space between buildings to allow light and air at the sidewalk level. Buildings which create blank walls along all edges of the development, without breaks, are discouraged.

B. The massing of buildings will be regulated by setbacks, distance between buildings, maximum floor plates and in some districts building width. The rationale for each regulation is described as follows:

1. **Building setbacks from public streets.** The charm of downtown St. Petersburg is derived from its wide rights-of-way and small scale feel generally consisting of two- to four-story buildings. While high-rise buildings have been built throughout all development periods including the 1920's, the predominant scale respects a ratio of height to street width of no more than 1:1. To protect this ratio, larger buildings are required at certain heights to step back from the street. This break in height reinforces the pedestrian feel at the street, assists with creating a strong base to each building and furthers the charm and character that distinguishes St. Petersburg from other larger cities.

2. **Distance between buildings.** Buildings should be designed and situated to allow for air and light circulation between adjacent buildings on site and off site. In some cases, this separation requirement will be accommodated through existing rights-of-way, including alleys. In other cases, buildings with internal lot lines and development proposals with multiple buildings on a single site should be designed and situated accordingly.

   The width of rights-of-way shall be included within the distance between buildings measurement. The minimum distance between buildings shall be split equally along a shared property line to determine the minimum building setback required. For example, when an existing building on a neighboring property is located within its half of the split distance, the proposed building is only required to provide a minimum distance between buildings equal to one-half of the required distance between buildings regardless of whether the resulting distance between buildings is less than the requirement stated in the following table. Building and life safety regulations may require additional building setbacks. When new construction is proposed which abuts an existing structure with a window wall facing the new construction, if the property owner of the existing structure provides an irrevocable, sworn statement of "no objection" to allowing the new construction to be closer to the window wall than is allowed, then no "blank wall to window wall" setback shall be required. The sworn statement, shall include the legal description of the property, shall be in a form approved by the POD, and shall be recorded in the public records.

3. **The maximum floor plate.** To maintain an appropriate scale conducive with quality development and within the character of the City, larger projects may require multiple towers versus a single tower of a substantially larger size.

4. **Shared elevator and stair banks.** Elevator banks and stair banks may be shared. Such elements shall create a visible break between buildings.
### DC-Core

<table>
<thead>
<tr>
<th>Setbacks along streets, excluding alleys</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>0—200 ft. high</strong></td>
</tr>
<tr>
<td>0 ft.</td>
</tr>
<tr>
<td><strong>Above 200 ft.</strong></td>
</tr>
<tr>
<td>10 ft.</td>
</tr>
</tbody>
</table>

**Exemptions:**
- For lots of record that are equal to or less than 50 ft. in depth or 12,000 sq. ft. in total area, the 10-foot setback above 200 ft. is not required.
- When buildings have a first floor plate of less than 16,000 sq. ft., the 10-foot setback above 200 ft. is encouraged but not required.

### Distances between buildings

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Blank wall to blank wall, up to 75 ft. high</strong></td>
<td>0 ft.</td>
</tr>
<tr>
<td><strong>Blank or window wall to window wall up to 75 ft. high</strong></td>
<td>15 ft.</td>
</tr>
<tr>
<td><strong>All conditions 75 ft. to 200 ft. high</strong></td>
<td>40 ft.</td>
</tr>
<tr>
<td><strong>All conditions above 200 ft.</strong></td>
<td>60 ft.</td>
</tr>
</tbody>
</table>

**Exemptions:**
For all conditions above 75 ft. on lots of record with an average lot width equal to or less than 120 ft., the property shall qualify for this reduced minimum building setback, as measured from the interior, shared property line. This reduction is not a substitute for the "distance between buildings" requirement when measured across public alleys or between multiple buildings on a single property.

**Maximum floor plate above 75 ft.**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>30,000 sq. ft. per building</strong></td>
</tr>
</tbody>
</table>

**DC-1 (East of Dr. Martin Luther King, Jr. Street)**
### Part II - St. Petersburg City Code

#### Chapter 16 - Land Development Regulations

**Section 16.20.120. Downtown Center Districts ("DC")**

<table>
<thead>
<tr>
<th>Setbacks along streets, excluding alleys</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>0 to 75 ft. high</strong></td>
<td>0 ft.</td>
</tr>
<tr>
<td><strong>Above 75 ft.</strong></td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

**Exemptions:**
- For lots of record that are equal to or less than 50 ft. in depth or 12,000 sq. ft. in total area, the 10-foot setback above 75 ft. is not required.
- When buildings have a first floor plate of less than 16,000 sq. ft., the 10-foot setback above 75 ft. is encouraged but not required.
- For buildings that do not exceed 95 ft. in height, the 10-foot setback above 75 ft. is not required.

<table>
<thead>
<tr>
<th>Distances between buildings</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Blank wall to blank wall, up to 75 ft. high</strong></td>
<td>0 ft.</td>
</tr>
<tr>
<td><strong>Blank or window wall to window wall up to 75 ft. high</strong></td>
<td>15 ft.</td>
</tr>
<tr>
<td><strong>All conditions above 75 ft.</strong></td>
<td>60 ft.</td>
</tr>
</tbody>
</table>

**Exemptions:**
For all conditions above 75 ft. on lots of record with an average lot width equal to or less than 120 ft., the property shall qualify for this reduced minimum building setback, as measured from the interior, shared property line. This reduction is not a substitute for the "distance between buildings" requirement when measured across public alleys or between multiple buildings on a single property.

<table>
<thead>
<tr>
<th>Maximum floor plate above 75 ft.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DC-1 (West of Dr. Martin Luther King, Jr. Street) and DC-2</strong></td>
<td>30,000 sq. ft. per building</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Setbacks along street, excluding alleys</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>0 to 50 ft. high</strong></td>
</tr>
</tbody>
</table>
### Above 50 ft.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10 ft.</td>
<td></td>
</tr>
</tbody>
</table>

**Exemptions:**
- For lots of record that are equal to or less than 50 ft. in depth or 8,000 sq. ft. in total area, the 10-foot setback above 50 ft. is not required.
- When buildings have a first floor plate of less than 16,000 sq. ft., the 10-foot setback above 50 ft. is encouraged but not required.
- For buildings that do not exceed 75 ft. in height, the 10-foot setback above 50 ft. is not required.

### Distances between buildings

<table>
<thead>
<tr>
<th>Condition</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blank wall to blank wall, up to 50 ft. high</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Blank or window wall to window wall up to 50 ft. high</td>
<td>15 ft.</td>
</tr>
<tr>
<td>All conditions 50 ft. to 200 ft. high</td>
<td>60 ft.</td>
</tr>
<tr>
<td>All conditions above 200 ft.</td>
<td>80 ft.</td>
</tr>
</tbody>
</table>

**Exemptions:**
For all conditions above 50 ft. on lots of record with an average lot width equal to or less than 120 ft., the property shall qualify for this reduced minimum building setback, as measured from the interior, shared property line. This reduction is not a substitute for the "distance between buildings" requirement when measured across public alleys or between multiple buildings on a single property.

### Maximum floor plate above 50 ft.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20,000 sq. ft. per building</td>
<td></td>
</tr>
</tbody>
</table>

### DC-3

#### Setbacks along streets, excluding alleys

<table>
<thead>
<tr>
<th>Condition</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 50 ft. high</td>
<td>0 ft.</td>
</tr>
<tr>
<td>Above 50 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>
PART II - ST. PETERSBURG CITY CODE
Chapter 16 - LAND DEVELOPMENT REGULATIONS

SECTION 16.20.120. DOWNTOWN CENTER DISTRICTS ("DC")

- Above 50 ft. and adjacent to Beach Drive: From the 20-foot setback along Beach Drive a line will be drawn at a 60 degree angle towards the setback from First Street. This line shall create the envelope in which the building must fit.

<table>
<thead>
<tr>
<th>Distances between buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Blank wall to blank wall, up to 50 ft. high</td>
</tr>
<tr>
<td>• Blank or window wall to window wall up to 50 ft. high</td>
</tr>
<tr>
<td>• All conditions 50 ft. to 300 ft. high</td>
</tr>
<tr>
<td>• All conditions above 300 ft.</td>
</tr>
</tbody>
</table>

Exemptions:
For all conditions above 50 ft. on lots of record with an average lot width equal to or less than 120 ft., the property shall qualify for this reduced minimum building setback, as measured from the interior, shared property line. This reduction is not a substitute for the "distance between buildings" requirement when measured across public alleys or between multiple buildings on a single property.

- Maximum floor plate above 50 ft. | 15,000 sq. ft. |
- Maximum building width above 50 ft. | Each facade shall be less than 120 ft. wide |

16.20.120.7.3. Minimum ground level open space.

A. Ground level open space shall be required in all DC districts. The minimum ground level open space shall be at least five percent of the total land area of the site. This ground level open space shall not have any portion of a building above it and shall be at least 50 percent pervious. Ground level open space shall be adjacent to the right-of-way, shall be linked to the right-of-way, and shall be available for use by the public during the hours the building is accessible to the public. When a building has at least 50 percent gross floor area of residential uses, the ground level open space may be secured for the exclusive use of the occupants of the building, but shall remain visible to pedestrians along all abutting public sidewalks. Open space includes but is not limited to ground-level courtyards, plazas, sidewalks, and landscaped areas, but does not include parking spaces, driveways, alleys, and other vehicular use areas, nor does it include required vehicular use landscaping areas.
B. Instead of providing open space within the DC-C or DC-1 districts, a payment in lieu of open space of one percent of total construction cost may be made into the City's "open space" trust fund that will provide for the purchase or improvement of an existing downtown park or downtown right-of-way improvements.


16.20.120.8. Building design.

The following design criteria allow the developer to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian.

Site layout and orientation. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

1. Buildings shall be constructed to the right-of-way line or create outdoor areas that integrate into the public sidewalk utilizing sound urban design.
2. Surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets (not alleys).
3. No curb cuts shall be allowed on Central Avenue, Beach Drive or 2nd Avenue North east of Fifth Street.
4. Detention and retention ponds and drainage ditches shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.

Building and architectural design standards. All buildings should present an inviting, human scale facade to the public roadway, internal drives, parking areas and surrounding neighborhoods. The architectural elements of a building should give it character, richness and visual interest.

Building style.

1. New construction shall utilize an identifiable architectural style.
2. Renovations and additions shall utilize the architectural style of the existing structure or shall create a complete and compatible new architectural style. Additions to historic buildings are exempt from this regulation but shall comply with all other applicable regulations.
3. Building materials and finishes shall be consistent throughout the building.

Parking structures and surface parking lots.

1. Parking structures shall utilize a recognized architectural style.
2. Parking structures which are part of an overall project shall utilize the same architectural style, fenestration and detailing as the principal structure.
3. The ground level of all parking structures located within the Downtown Center-Core (DC-C), and the ground level of all parking structures located within any Downtown Center (DC) zoning district abutting Beach Drive or Central Avenue, shall have nonresidential, non-vehicular uses with a minimum average depth of at least 40 feet on all streets, excluding alleys. For all other locations, the ground level of all parking structures shall have nonresidential, non-vehicular uses.
SECTION 16.20.120. DOWNTOWN CENTER DISTRICTS ("DC")

with a minimum average depth of 20 feet on all streets, excluding alleys and vehicular entry areas.

4. Parking structures are encouraged to either encase the parking decks with a liner that provides for uses or an architecturally compatible design that creates an attractive facade to screen the structure from the streets (not alleys).

5. Surface parking lots which are visible from the street (not alleys) shall provide a solid knee wall not less than 36 inches high.

**Pedestrian building edge and store fronts.**

1. The first floor of big box buildings shall be edged with a use liner containing any permitted use (e.g., retail, restaurant, residential) or the entire wall shall include architectural details such as fenestration, large false (or real) display windows, natural finishes and other architectural features to eliminate blank facades visible from the street (not alley).

2. Ground level facades along primary streets shall have at least 50 percent transparency at the ground level. Ground level facades along secondary streets shall have at least 30 percent transparency at the ground level.

3. The bottom of windows shall begin no higher than two feet above grade level, and the top of all windows and doors shall be no lower than eight feet above grade level. Taller windows are encouraged.

4. The base of buildings, where the building meets the sidewalk and entryway, should be constructed of high-quality, hardened materials. The use of high-quality materials will protect against damage caused by pedestrian traffic and thereby benefit the lifetime maintenance costs of the building.

**Building fenestration.**

1. Buildings shall be equally detailed on all facades visible from a street (not alleys).

2. All facades for floors above first and second floor storefronts shall have at least 30 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass). This percentage applies to all sides of buildings.

3. A zero lot line building or buildings that have interior facades or portions thereof that cannot provide glazing due to building and fire code regulations are exempt from providing fenestration on any exempt portion of the building. Portions of these facades which are not exempt shall have fenestration and architectural detailing consistent with the design style of the building which shall comprise at least 20 percent of the facade. Permanent, durable architectural features such as shutters, tile mosaics, medallions, Trompe L’oeil, or other items are acceptable.

4. No floor of any street facade shall have a blank area greater than 36 feet in width and the height of the floor. All facades shall include fenestration and/or architectural features.

5. Window fenestration on the street facades shall be organized in a rational pattern.

**Accessory structures and equipment.** Accessory structures shall reinforce the pedestrian character of the City.

1. Above-ground utility and service features shall be located and designed to reduce their visual impact upon the streetscape.

2. Mechanical equipment and utility functions shall be screened if visible from the public right-of-way.
SECTION 16.20.120. DOWNTOWN CENTER DISTRICTS ("DC")

### Section 16.10.020.2 MATRIX: ZONING DISTRICTS AND COMPATIBLE FUTURE LAND USE CATEGORIES

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Max. Density/Intensity Permitted by Right, per acre</th>
<th>Compatible Land Use Category</th>
<th>Maximum FLUP Density, per acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>NT-1</td>
<td>15/.50 FAR</td>
<td>Planned Redevelopment-Residential (PR-R)</td>
<td>15/.50 FAR (2)</td>
</tr>
<tr>
<td>NT-2</td>
<td>15/.50 FAR</td>
<td>Planned Redevelopment-Residential (PR-R)</td>
<td>15/.50 FAR (2)</td>
</tr>
<tr>
<td>NT-3</td>
<td>7/.40 FAR</td>
<td>Residential Urban (RU)</td>
<td>7.5/.40 FAR</td>
</tr>
<tr>
<td>NT-4</td>
<td>15/.85 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>24/1.25 FAR (2)</td>
</tr>
<tr>
<td>NSE</td>
<td>2/.20 FAR</td>
<td>Residential Low (RL)</td>
<td>5/.40 FAR</td>
</tr>
<tr>
<td>NS-1</td>
<td>7.5/.35 FAR</td>
<td>Residential Urban (RU)</td>
<td>7.5/.40 FAR</td>
</tr>
<tr>
<td>NS-2</td>
<td>5/.30 FAR</td>
<td>Residential Low (RL)</td>
<td>5/.40 FAR</td>
</tr>
<tr>
<td>NSM-1</td>
<td>15/.50 FAR</td>
<td>Residential Medium (RM)</td>
<td>15/.50 FAR</td>
</tr>
<tr>
<td>NSM-2</td>
<td>24/.60 FAR</td>
<td>Residential High (RH)</td>
<td>30/.60 FAR</td>
</tr>
<tr>
<td>NMH</td>
<td>8/.30 FAR</td>
<td>Residential Medium (RM)</td>
<td>15/.50 FAR</td>
</tr>
<tr>
<td>NPUD-1</td>
<td>7.5/.30 FAR</td>
<td>Residential Urban (RU)</td>
<td>7.5/.40 FAR</td>
</tr>
<tr>
<td>NPUD-2</td>
<td>10/.30 FAR</td>
<td>Residential Low Medium (RLM)</td>
<td>10.5/.50 FAR</td>
</tr>
<tr>
<td>CRT-1</td>
<td>24/1.0 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>24/1.25 FAR (2)</td>
</tr>
<tr>
<td>CRT-2</td>
<td>40/1.5 FAR</td>
<td>Community Redevelopment District (CRD)</td>
<td>Per Redevelopment Plan</td>
</tr>
<tr>
<td>CRS-1</td>
<td>15.50 FAR</td>
<td>Residential/Office General (R/OG)</td>
<td>15.50 FAR</td>
</tr>
<tr>
<td>CRS-2</td>
<td>24/6.5 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>24/1.25 FAR (2)</td>
</tr>
<tr>
<td>CRS-2 (activity center)</td>
<td>30.70 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>30.70 FAR (2)</td>
</tr>
<tr>
<td>CCT-1</td>
<td>24/1.0 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>24/1.25 FAR (2)</td>
</tr>
<tr>
<td>CCT-2</td>
<td>40/1.5 FAR</td>
<td>Community Redevelopment District (CRD)</td>
<td>Per Redevelopment Plan</td>
</tr>
<tr>
<td>CCS-1</td>
<td>15.55 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>24/1.25 FAR (2)</td>
</tr>
<tr>
<td>CCS-1 (activity center)</td>
<td>22.82 FAR</td>
<td>Planned Redevelopment-Mixed Use (PR-MU)</td>
<td>22.82 FAR (2)</td>
</tr>
<tr>
<td>CCS-2</td>
<td>40.75 FAR</td>
<td>Planned Redevelopment-Commercial (PR-C)</td>
<td>55/1.25 FAR (2)</td>
</tr>
<tr>
<td>CCS-2 (activity center)</td>
<td>60/1.12 FAR</td>
<td>Planned Redevelopment-Commercial (PR-C)</td>
<td>60/1.12 FAR (2)</td>
</tr>
<tr>
<td>CCS-3</td>
<td>24/0.55 FAR</td>
<td>Commercial General (CG)</td>
<td>24/.55 FAR</td>
</tr>
<tr>
<td>IS</td>
<td>None/.65 FAR</td>
<td>Industrial Limited (IL)</td>
<td>None/.65 FAR</td>
</tr>
<tr>
<td>IT</td>
<td>None/.75 FAR</td>
<td>Industrial General (IG)</td>
<td>None/.75 FAR</td>
</tr>
<tr>
<td>DC-Core</td>
<td>Central Business District (CBD)</td>
<td>See footnote (3)</td>
<td></td>
</tr>
<tr>
<td>DC-1</td>
<td>Central Business District (CBD)</td>
<td>See footnote (3)</td>
<td></td>
</tr>
<tr>
<td>DC-2</td>
<td>Central Business District (CBD)</td>
<td>See footnote (3)</td>
<td></td>
</tr>
<tr>
<td>DC-3</td>
<td>Central Business District (CBD)</td>
<td>See footnote (3)</td>
<td></td>
</tr>
<tr>
<td>DC-P</td>
<td>Central Business District (CBD)</td>
<td>See footnote (3)</td>
<td></td>
</tr>
<tr>
<td>IC (I)</td>
<td>12 5/.55 FAR</td>
<td>Institutional (I)</td>
<td>12.5/.55 FAR</td>
</tr>
<tr>
<td>IC (R/OG)</td>
<td>15.50 FAR</td>
<td>Residential/Office General (R/OG)</td>
<td>15.50 FAR</td>
</tr>
<tr>
<td>IC (CRD, activity center)</td>
<td>24/1.35 FAR</td>
<td>Community Redevelopment District (CRD)</td>
<td>Per Redevelopment Plan</td>
</tr>
<tr>
<td>IC (T/U)</td>
<td>None/.60 FAR</td>
<td>Transportation/Utility (T/U)</td>
<td>None/.60 FAR</td>
</tr>
<tr>
<td>EC</td>
<td>75/1.37 FAR (1)</td>
<td>Industrial Limited (IL)</td>
<td>75/1.5 FAR (1)</td>
</tr>
<tr>
<td>RC-1</td>
<td>30.75 FAR</td>
<td>Planned Redevelopment - Commercial (PR-C)</td>
<td>55/1.25 FAR (2)</td>
</tr>
<tr>
<td>RC-1 (activity center)</td>
<td>45/1.12 FAR</td>
<td>Planned Redevelopment - Commercial (PR-C)</td>
<td>45/1.12 FAR (2)</td>
</tr>
<tr>
<td>RC-2</td>
<td>55/1.0 FAR</td>
<td>Planned Redevelopment - Commercial (PR-C)</td>
<td>55/1.25 FAR (2)</td>
</tr>
<tr>
<td>RC-2 (activity center)</td>
<td>82/1.5 FAR</td>
<td>Planned Redevelopment - Commercial (PR-C)</td>
<td>82/1.5 FAR (2)</td>
</tr>
<tr>
<td>PRES</td>
<td>(4)</td>
<td>Preservation</td>
<td>0.10 FAR</td>
</tr>
</tbody>
</table>

1. Residential density pertains only to the property formerly known as the Sod Farm
2. Per Vision 2020 Special Area Plan
3. Per Areawide Development of Regional Impact (ADRI) and Redevelopment Plan
4. TDR, E shall equal 1.0 unit per acre/.05 FAR
5. Federal, State and local government buildings and grounds, and cemeteries, hospitals, houses of worship and schools in any zoning district are also compatible with the Institutional (I) land use category.

This Matrix is a reference only. In any conflict between this and another regulation, the other regulation shall control.
EXHIBIT “C”

CLIENT FURNISHED DATA
APPRAISAL AGREEMENT

THIS APPRAISAL AGREEMENT, ("Agreement"), made and entered into by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("City") and MCCORMICK, SEAMAN & TERRANA ("Appraiser"), (collectively, "Parties"):

W I T N E S S E T H

WHEREAS, the City desires to obtain an appraisal substantially in compliance with the appraisal instructions set forth in Exhibit "A", attached hereto, for the real property described in Exhibit "B" ("Property"), attached hereto and made a part hereof; and

WHEREAS, the Appraiser represents that the Appraiser is authorized and qualified to make such appraisal in accordance with recognized appraisal practices and standards and is a currently certified by the State of Florida as a Certified Appraiser.

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties hereto agree as follows:

1. RECITALS. The above recitals are true and accurate and are incorporated herein.

2. EFFECTIVE DATE; FACSIMILE. The effective date of this Agreement shall be the latest of the dates that the Appraiser and the appropriate City signatories have approved and signed this Agreement ("Effective Date"). A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

3. APPRAISAL COMPLETION DATE; DELIVERY.
   A. Completion Date. The Appraiser, in conformance with recognized appraisal practices, shall perform the appraisal of the Property and prepare three (3) copies, one unbound and two bound, of the appraisal report ("Appraisal Report") on or before March 7, 2017 ("Completion Date"). Unless otherwise specified herein, the Appraisal Report shall include the market value of any and all interests and rights held by anyone, including but not limited, to leasehold interests and any market rent.

   B. Delivery. Appraiser shall not deliver the Appraisal Report to the City until notifying City of its completion.

4. INSPECTION BY SUPERVISING APPRAISER. The undersigned appraiser, as supervising appraiser or as any status requiring the co-signing of the appraisal report, does hereby affirm the undersigned appraiser has physically and personally inspected the subject property and the individual properties used as comparable sales.

5. LATE COMPLETION. The Appraiser agrees that, in the event the Appraiser fails to complete said Appraisal Report by the Completion Date, the City may assess liquidated damages in the amount of one quarter of one percent (0.25%) of the Appraisal Fee, as set forth below, up to a maximum liquidated damages of $300.00 per day, for each day or part of a day beyond which said reports remain uncompleted. Said assessment shall be deducted from the amount to be paid to the Appraiser by the City. The Completion Date may be extended without assessment of liquidated damages only with the written approval of the City.
6. **APPRAISAL FEE.** In consideration for the performance of said appraisal services and furnishing of said Appraisal Report, the City shall pay the Appraiser the sum of Three Thousand dollars ($3,000.00) within thirty (30) days following the receipt by the City of an invoice for the amount. The Appraiser agrees to update the Appraisal Report at no cost within one (1) year.

7. **APPRAISER'S TESTIMONY.** In the event the testimony of the Appraiser is required in any legal proceeding in connection with the City's use of the Appraisal Report, the Appraiser agrees to appear as a witness on behalf of the City and to accept as compensation from the City the sum of Three hundred, fifty dollars ($350.00) for each half day or less required attendance in court and for preparation in connection with such appearance.

8. **TERMINATION.** If through any cause, the Appraiser shall fail to fulfill in a timely and proper manner the Appraiser's obligation under this Agreement, the City shall have the right to terminate this Agreement upon the giving of five (5) working days written notice to the Appraiser of said termination and the City shall be relieved of all other obligations hereunder.

9. **ENTIRE AGREEMENT.** The drafting, execution and delivery of this Agreement by the Parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, unless expressly referred to herein.

10. **NO MODIFICATIONS.** This Agreement may not be modified unless such modification is in writing and signed by both Parties hereto.

11. **NO DISCRIMINATION.** The Appraiser shall not discriminate against anyone in the performance of duties under this Agreement because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

12. **INDEMNIFICATION.** The Appraiser agrees to pay, indemnify, save and hold the City harmless from any and all claims, demands, damages, loss or liability, actions and suits occurring by reason of any act, error or omission in professional services rendered or that should have been rendered by the Appraiser, its officers, agents, consultants, employees or subcontractors or by any other person or whose acts, errors or omissions the Appraiser is responsible and arising out of the Appraiser's conduct as a real estate appraiser or occurring by reason of any injury to any person or property occasioned by an act or omission, neglect or wrong doing of the Appraiser or any of Appraiser's agents, consultants, employees or subcontractors or by any other person for whom the Appraiser is responsible and the Appraiser shall, at Appraiser's own cost and expense, defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the services rendered by the Appraiser.

13. **DEFAULT.** If any claim, demand, liability, damage, loss, action or suit of any nature whatsoever arises due to the breach of, out of, or because of this agreement by the Appraiser, its agents, consultants, employees or subcontractors or due to any action or occurrence of omission or commission of the Appraiser, its agents, consultants, employees or subcontractors the City may, in its discretion, immediately and permanently suspend the Appraiser from its appraiser rotation list without penalty to the City.

14. **APPLICABLE LAWS.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed on the date(s) as expressed hereinafter.

WITNESSES AS TO APPRAISER:

Sign: [Signature]
Print: [Print Name]

TO APPRAISER:
McCormick, Braun & Seaman.

By: [Signature]
Scott Seaman, SRA

Date: 2/15/17

AS TO CITY:

AS TO CITY:

ATTEST:

Chan Srinivasa, City Clerk

CITY OF ST. PETERSBURG

By: Bruce Grimes, Director
Real Estate and Property Management
as Mayor’s Designee

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: [Signature]

RICHARD B. RAGLEY
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)

By: [Signature]

Assistant City Attorney
EXHIBIT "A"

APPRAISAL INSTRUCTIONS

Appraise the market value of the entire subject parcel subject to a 99 year lease on Lot 3. Lot 3 is improved with a parking lot and is leased to the abutting property owner until 2086.
EXHIBIT "B"

Property Address: 800 – 1st Avenue South, St. Petersburg, FL

Parcel ID No: 19/31/17/95365/001/0010

Legal Description: Lots 1 thru 3, Block 1, WEBB CITY REPLAT
ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into effective as of the 24th day of November, 2014 ("Effective Date"), by and between AAA AUTO CLUB SOUTH, INC., a Florida non-profit corporation, formerly known as Peninsula Motor Club, Inc. ("Assignor"), and UNITED INSURANCE HOLDINGS CORP., a Delaware corporation ("Assignee").

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby assign, transfer, set over and convey unto Assignee that certain lease as further described on Exhibit A attached hereto and incorporated herein by this reference (the "Parking Lot Lease"). The property subject to the Parking Lot Lease is described on Exhibit B (the "Parking Lot Property");

TO HAVE AND TO HOLD the same unto Assignee and Assignee's successors and assigns, from and after the Effective Date, subject, however, to the terms, covenants, conditions and provisions of the Lease and the terms and conditions hereinafter provided.

1. Assignor's Representations, Warranties and Obligations. Assignor hereby represents and warrants that: (a) it has not previously assigned the Lease; (b) Assignor is in substantial compliance with the terms of the Lease; and (c) there are no known defaults under the Lease existing at the time of the execution of this Assignment.

2. Indemnification. Assignor shall defend, indemnify and save harmless Assignee from and against any and all liability, demands, obligations, claims, liens, encumbrances, damages, costs, expenses, actions, and causes of action (together with reasonable attorneys fees and costs), arising out of or accruing under the Lease relating to the time period prior to the Effective Date.

3. Acceptance of Assignment. Assignee hereby accepts the assignment of the Lease, subject to the terms and conditions hereof, and from and after the Effective Date assumes and becomes responsible for and agrees to perform and observe Assignor's covenants to be performed as the "Tenant" under the covenants of the Lease.

4. Successors and Assigns. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall inure to the benefit of, and shall bind, all parties hereto and their respective successors and assigns.

5. Construction. Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders.

6. Governing Law. The parties agree that the law of the State of Florida shall govern the construction, interpretation and enforcement of this Agreement.

7. Entire Agreement. No variation, modifications or changes hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof.
8. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
SIGNATURE PAGE FOR ASSIGNMENT AND ASSUMPTION OF LEASE

Signed, sealed and delivered in the presence of:

ASSIGNOR:

AAA AUTO CLUB SOUTH, INC., a Florida corporation, a successor in interest to Peninsula Motor Club, Inc.

By: ________________________________
Name: ________________________________
Its: ________________________________

(Witness Signature):
Name Printed: ________________________________

(Witness Signature)
Name Printed: ________________________________

Date signed by Assignor: ______________

AS TO ASSIGNOR

Signed, sealed and delivered in the presence of:

ASSIGNEE:

UNITED INSURANCE HOLDINGS CORP.,
a Delaware corporation

By: ________________________________
Name: John Forney
Its: President and CEO

(Witness Signature):
Name Printed: ________________________________

(Witness Signature)
Name Printed: ________________________________

Date signed by Assignee: ______________

AS TO ASSIGNEE

Assignment Assumption of Parking Lot Lease v2.DOCX
SIGNATURE PAGE FOR ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNOR:

AAA AUTO CLUB SOUTH, INC., a Florida corporation, a successor in interest to Peninsula Motor Club, Inc.

By: ____________________________
Name: Sean H. Maloney
Its: Senior Vice President & Treasurer

Date signed by Assignor: 11/20/14

AS TO ASSIGNEE

ASSIGNEE:

UNITED INSURANCE HOLDINGS CORP., a Delaware corporation

By: ____________________________
Name: ____________________________
Its: ____________________________

Date signed by Assignee: ____________________________

AS TO ASSIGNOR

Signed, sealed and delivered in the presence of:

(Witness Signature):
Name Printed: ____________________________

(Witness Signature):
Name Printed: ____________________________

Assignment Assumption of Parking Lot Lease v2
ACKNOWLEDGEMENT OF THE CITY OF ST. PETERSBURG ("City")

The City acknowledges the existence and effectiveness of the Lease described in the aforesaid Assignment and Assumption of Lease ("Assignment") and acknowledges the Assignment as described therein.

Signed, sealed and delivered in the presence of:

(Witness Signature):          MIKE PSARAKIS
Name Printed:                 DIANE BOZICH

CITY:

CITY OF ST. PETERSBURG

By:                         
Name:                        Bruce E. Grimes
Its: Director, Real Estate & Property Management

Date signed by City: 11/21/14

Legal: 00207089.doc V. 2
EXHIBIT A

to Assignment and Assumption of Lease

That certain Lease Agreement dated May 21, 1987, by and between Morris Developments, Inc., a Texas corporation as Landlord, and Peninsula Motor Club, Inc., a Florida corporation as Tenant, as subsequently amended, ratified and assigned by that certain Amendment, Ratification and Assignment of Lease dated October 31, 1988, by and among Landlord; The City of St. Petersburg, Florida, a Florida municipal corporation ("City"); Tenant; and The Morris/Mills Joint Venture, a Florida joint venture, the sole venturers of which are Morris Interests, Inc., a Florida corporation, formerly known as 163 First Avenue North Corporation; Morris Developments of Florida, Inc., a Florida corporation, and Morris Developments Group, Inc., a Florida corporation (collectively, "Morris Group") whereby the Lease Agreement was assigned to Morris Group and the City consented to the Lease.
EXHIBIT B

to Assignment and Assumption of Lease

Parking Lot Property

Lot 3, Block 1, Webb City Replat, according to the plat thereof, as recorded in Plat Book 90, Page 74 of the Public Records of Pinellas County, Florida, and described in the Lease as Lot 3, Block 1, Webb City Replat, Parcel IV, as noted on the below description.
LEASE AGREEMENT

THIS LEASE made this 21st day of May, 1987, by MORRIS DEVELOPMENTS, INC., a Texas corporation, with its principal place of business located at 163 First Avenue North ("Landlord"), and PENINSULA MOTOR CLUB, INC., a Florida corporation, with its principal place of business located at Tampa, Florida ("Tenant").

WITNESSETH:

ARTICLE I

Demise and Use

1.1 Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant the premises, consisting of not less than ninety (90) full size parking spaces located at ground level on either Parcel II or IV on the site plan, attached hereto as Exhibit "A" ("Demised Premises").

1.2 Tenant and the Peninsula Motor Club, their guests, employees, invitees and clients, may use the Demised Premises for its parking.

ARTICLE II

Definitions

The following terms shall have the meanings herein specified unless the context otherwise requires:

2.1 "Building" shall mean the parking garage which may be built on Parcels II or IV (Exhibit "A").

2.2 "Commencement Date" shall mean the date on which the term of this Lease is begun.

2.3 "Demised Premises" shall mean the ground level parking facilities for not less than ninety (90) full size parking spaces located at ground level on Parcel II or IV (Exhibit "A").

ARTICLE III

Term

3.1 The Term of this Lease shall begin on October 1, 1987, and end, unless sooner terminated, on September 30, 2086.

ARTICLE IV

Rent

4.1 Tenant agrees to pay to Landlord for the use of the Demised Premises, Rent in the amount of $8,333.00 per annum, plus applicable state and federal sales tax. At such time as Landlord constructs the Building, and Tenant begins occupancy of the ground floor thereof, the Annual Rent shall increase to $21,600.00.

4.2 The Annual Rent shall be payable in equal monthly installments in advance on the first day of each calendar month throughout the Term and each successive renewal term hereunder, provided, however, the rental requirements for the initial sixty (60) months of the Lease shall be satisfied by Tenant paying Landlord the sum of $41,500.00 advance Rent at the time of the execution of this Lease.

4.3 If the Commencement Date is not on the first day of the month, or the termination date is not the last day of the month, a prorated installment of Annual Rent shall be paid to Landlord at the then current rate for the fractional month during which the Commencement Date and/or termination date occurs.
4.4 Tenant agrees to pay or cause to be paid, any and all sales, privilege or rental taxes required by any governmental body on all Rent. Real estate (ad valorem) taxes on the Demised Premises shall be paid by Landlord.

4.5 The Annual Rent shall be adjusted each five (5) years during the terms hereof by the percentage change in the Consumer Price Index as of January 1 of each year, provided, however, that in no event shall the adjusted base rent exceed the prior period's base rent compounded at five percent (5%) per annum.

ARTICLE V
Assignment, Mortgaging and Subletting

5.1 Tenant will not, without the prior written consent of Landlord, which consent may not be arbitrarily withheld, mortgage or grant any other form of security interest whatsoever in this Lease.

5.2 Tenant may transfer this Lease or the Demised Premises in whole or in any part to a successor by consolidation, merger, or other corporate action. Each successor, assignee or transferee shall assume and be deemed to have assumed this Lease and shall remain liable jointly and severally with Tenant for the payment of the Annual Rent and for performance of all of the terms, covenants, conditions and agreements herein contained. No such assignment or other transfer of this Lease to any successor shall in any way relieve Tenant from its obligations under this Lease.

5.3 Tenant may assign or sublet all or part of the Demised Premises.

ARTICLE VI
Ordinary Operations and Repairs

6.1 Until such time as the parking garage is built, Tenant shall, at its sole cost and expense, provide adequate security and keep Demised Premises in good order and condition and perform all repairs necessary to keep the Demised Premises, alterations, additions, substitutions and improvements in good condition, reasonable wear and tear excepted. Upon construction of the parking garage, these maintenance obligations shall be the responsibility of Landlord.

6.2 Tenant shall commit no waste in the Demised Premises or the Building.

6.3 Landlord shall, at its sole cost and expense keep and maintain all common areas in good order and condition, and perform all repairs to Demised Premises and Building which are not otherwise the obligation of Tenant.

6.4 All repairs, restorations or replacements by either Landlord or Tenant shall be of a first-class quality and done in a good workmanlike manner.

6.5 Upon construction of the parking garage, Landlord shall pay for all electrical service to the Demised Premises, including any deposits required, directly to the utility providing same.

6.6 The cost of the maintenance of the parking garage shall be shared ratably by Landlord and Tenant with the Tenant's share determined by dividing the number of Tenant's parking spaces in the parking garage by the total number of spaces in the parking garage.
ARTICLE VII
Laws, Ordinances and Requirements of Public Authorities

Tenant shall comply with all laws, rules, regulations, ordinances or orders, and with any lawful direction of any public officer or officers, which shall impose any duty upon Landlord or Tenant with respect to the Demised Premises, or the use or occupation thereof. Tenant shall give Landlord prompt notice of receipt of any notice of any violation of law, ordinance, rule, order or regulation applicable to the Demised Premises or the Building.

ARTICLE VIII
Covenant of Quiet Enjoyment

Landlord covenants that upon Tenant's paying the Rent as provided for herein and observing and performing all the terms, covenants and conditions of this Lease, Tenant may peaceably and quietly enjoy the Demised Premises, subject to the terms and conditions of this Lease.

ARTICLE IX
Liability Insurance; Exculpation of Landlord and Tenant

Tenant agrees that Landlord, its employees and agents, shall not be liable to Tenant for any damage to or loss of personal property located in the Demised Premises or for injuries to persons unless same is the result of the negligence or willful act of Landlord or its employees or agents. In any event, Landlord, its employees and agents, shall not be liable to Tenant for any such damage, loss or injury, whether or not the result of negligence or willful acts, to the extent Tenant is compensated therefor by Tenant's insurance. Landlord agrees to maintain insurance relating to the Building covering such perils as from time to time are normally insured against by owners of properties comparable to the Building including, but not limited to, fire and extended coverage and liability insurance. Tenant agrees to maintain and secure comprehensive general liability insurance in an amount of not less than $500,000 per person and $800,000 per occurrence, and fire and extended coverage insurance applicable to Tenant's personal property. Tenant shall supply Landlord with copies of such policies as they may be extended, amended, or renewed from time to time. Upon construction of the parking garage, the insurance shall be obtained by Landlord with Tenant to share ratably in cost as provided in 6.6 hereof.

ARTICLE X
Damage by Fire or Other Casualty

10.1 Anything in this Lease to the contrary notwithstanding, if the Demised Premises or the Building should be partially or totally damaged or destroyed by fire or other casualty insurable under a standard form policy, then, if this Lease shall not have been cancelled in accordance with the provisions hereinafter made in this Article X, Landlord will, with reasonable dispatch after notice, repair, replace, restore, and rebuild the Demised Premises and the Building at its sole cost and expense. Landlord will commence such repair, replacement, restoration or rebuilding as soon as practicable after receiving notice from Tenant, but under no circumstances later than thirty (30) days after receipt of such notice. Landlord shall not be required to repair, replace, restore, or rebuild any property which Tenant shall be entitled to remove from the Demised Premises, it being agreed that Tenant shall bear the entire risk of loss of such property while it is on the Demised Premises.

10.2 If the Demised Premises shall be partially damaged or partially destroyed because of a fire or other casualty, the Annual Rent payable under this Lease shall, to the extent that the Demised Premises shall have been rendered unfit for the Tenant's business purposes, be abated for the period from the
date of such damage or destruction to the date that such damage or destruction shall be repaired or restored. If the Demised Premises or a major portion thereof shall be totally or substantially unfit for use for Tenant's business purposes, the entire Rent shall, as of the date of the damage or destruction, abate until Landlord shall repair, restore, replace or rebuild the Building and the Demised Premises. However, if Tenant should reoccupy a portion of the Demised Premises while the restoration work is taking place and prior to the date that the entire Demised Premises are again made fit for use for Tenant's business purposes, such Rent shall be apportioned and become payable by Tenant in proportion to the part of the Demised Premises occupied by it for the purpose of conducting its business.

ARTICLE XI
Condemnation

11.1 In the event of a total condemnation of the Demised Premises or the Building, this Lease and the Term or any renewal term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose.

11.2 In the event that less than the whole of the Demised Premises or the Building is condemned or taken as set forth above, then this Lease shall remain in force and in effect; provided, however, that if the taking shall so substantially interfere with the use of the Demised Premises or the Building as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord may, at its option, terminate this Lease, as of the date of the taking of possession for such use and purposes, by notifying Tenant in writing of such termination.

11.3 In the event that less than the whole of the Demised Premises or the Building shall be so condemned or taken, if the space so taken is such that the area of the Demised Premises or the Building remaining after the condemnation is such as to render continued operation of the Demised Premises economically unfeasible as reasonably determined by Tenant, then Tenant may at its option terminate the Lease as of the day of the taking of possession for such use or purposes by notifying Landlord in writing of such termination.

11.4 Upon any such taking or condemnation, the applicable proportion of the Rent payable under this Lease shall be abated for the period from the date of such taking to the time Landlord shall restore to Tenant the Demised Premises or the Building.

11.5 In the event of a condemnation of all or any part of the premises, the condemnation proceeds shall be paid in accordance with values established by appraisal of the leasehold and fee simple interests respectively.

ARTICLE XII
Entry

Tenant shall permit Landlord to erect, use and maintain plumbing and electrical pipes, conduits, wires, heating, ventilating, and air conditioning ducts as required in and through the Demised Premises, provided that the same are installed and concealed behind the walls or ceilings of the Demised Premises. Landlord shall have the right, during Tenant's ordinary business hours, and during such other times as the parties may agree, to enter the Demised Premises for the purpose of inspecting the same for general condition and state of repair and exhibiting the same to prospective purchasers or lessees of the Land, Building, or Demised Premises or to prospective mortgagees or assignees of any such mortgagees. Landlord may enter the Demised Premises without
prior notice in the event of a circumstance it may in good faith consider an emergency.

ARTICLE XIII
Landlord's Right to Perform,

If Tenant shall default in the performance of any term or covenant of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations in connection therewith, including, but not limited to, attorney's fees in instituting, prosecuting, defending or appealing any action or proceeding, such sums shall constitute Additional Rent and shall be paid to Landlord by Tenant upon demand.

ARTICLE XIV
Electrical Service

Garage shall include adequate lighting, which shall be installed and maintained at the expense of Landlord.

ARTICLE XV
Signs

Tenant may install such signs on the Building as necessary to efficiently direct Tenant's employees or members to or in the parking garage as permitted by the applicable ordinances or codes of the City of St. Petersburg, Florida. Landlord shall have the right to approve the precise form of Tenant's signs and require them to conform to the signage standards of the development as a whole.

ARTICLE XVI
Surrender of Demised Premises

Tenant shall, upon the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other person claiming under Tenant, and deliver the Demised Premises to Landlord peaceably and quietly and in as good order and condition as the same are in at the beginning of the Term hereof, or as hereafter may be improved by Landlord or Tenant, reasonable wear and tear thereof excepted. Goods and effects not removed by Tenant at the expiration of this Lease or its termination shall be considered abandoned and Landlord may dispose of the same as it deems expedient.

ARTICLE XVII
Defaults

17.1 In the event Tenant shall default in fulfilling any of the covenants of this Lease other than the covenants for the payment of Rent, or any other sums due from Tenant to Landlord under the provisions of this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord specifying such default, or if Tenant shall desert and abandon the Demised Premises, or if any execution or attachment shall be issued against Tenant or any of its property whereupon the Demised Premises shall be taken or occupied by someone other than Tenant, Landlord may give ten (10) days notice of its intention to end the Term of this Lease. Upon the expiration of said ten (10) days, the Term of this Lease shall, unless Tenant has cured such default, expire as fully and completely as if that day were the date herein definitely fixed for the expiration of said Term, and Tenant shall vacate Demised Premises and surrender the same, but shall remain liable as hereinafter provided.

17.2 If the ten (10) day notice of Landlord's intention to end the Term of this Lease provided for in the previous Section shall have been given and the Term hereof shall expire as aforesaid, or if Tenant shall for a period of ten (10) days or more
after Landlord gives notice of delinquency, continue in default in the payment of the Rent or any other sum due from Tenant to Landlord under the provisions of this Lease, then, and in any of such events, Landlord may, without further notice, terminate this Lease and proceed to dispossess Tenant or other occupant of the Demised Premises by summary proceedings and remove their effects and hold the Demised Premises.

17.3 In case of any such default, expiration and/or dispossession by summary proceedings or otherwise, the following shall apply:

(a) The Rent shall become due and be paid up to the date of such dispossession and/or expiration, together with such reasonable expenses as Landlord may incur, including, but not limited to, attorney's fees, brokerage fees, and/or putting the Demised Premises in good order or for preparing same for rerental.

(b) Landlord may relet the Demised Premises or any part or parts thereof, for a term or terms which may, at its option, be longer or shorter than the period which would otherwise would have constituted the remainder of the Term of this Lease.

(c) Landlord may, at its option, make such alterations, repairs, replacement and decorations in the Demised Premises as Landlord in its reasonable judgment considers advisable and necessary for the purpose of reletting the Demised Premises and shall not operate or be construed to release Tenant from liability hereunder.

ARTICLE XVIII

Notices

All bills, statements, notices, payments, demands and requests (referred to in this Lease as "notices") hereunder shall be deemed given when deposited, registered or certified, postage prepaid, in the United States mail, addressed to the parties at its address set forth below, or at such different address as may have been given to the other party in writing.

(a) As to Landlord: MORRIS DEVELOPMENTS, INC.

(b) (1) As to Tenant: PENINSULA MOTOR CLUB, INC.
(Prior to move-in): P. O. Box 22087
Tampa, FL 33622
ATTN: Accounting Department

As to Tenant: PENINSULA MOTOR CLUB, INC.
(After move-in): P. O. Box 22087
Tampa, FL 33622
ATTN: Accounting Department

(2) Shear, Newman, Hahn & Rosenkranz
ATTN: L. David Shear
201 East Kennedy Blvd.-S.1000
P. O. Box 2378
Tampa, FL 33601

ARTICLE XIX

Estopelle Certificate

Tenant shall at any time execute and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect, or state the nature of said modifications, and the date to which the Rent has been paid, and stating whether or
not Landlord is in default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, it being intended that any such statement may be relied upon by any prospective purchaser or lessee of the Building, or any prospective mortgagee or prospective assignee of any mortgagee thereof.

ARTICLE XX
Miscellaneous

20.1 No change or modification of this Lease Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

20.2 The Lease Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and said counterparts shall, together, constitute and be one and the same instrument.

20.3 Words of a gender used in this Lease Agreement shall be held to include any other gender, the words in a singular number held to include the plural, when the sentence so requires.

20.4 Should any part of this Lease Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if the Lease Agreement had been executed with the invalid portion thereof eliminated.

20.5 It is acknowledged that the within Lease Agreement was executed in and shall be construed in accordance with the laws of the State of Florida. Venue for any litigation shall be Pinellas County, Florida.

20.6 In the event of litigation regarding the enforcement or interpretation of any of the provisions of this Lease Agreement, the prevailing party shall be entitled to recover its legal expenses, including attorney's fees, both at trial and appellate levels.

20.7 The Landlord and the City of St. Petersburg, Florida (the "City") have entered into an agreement dated January 31, 1986 for the development of the Webb's City area (the "Agreement"). Tenant agrees that it shall be bound by paragraphs 8, 9, 14, 17, 19, 26, 28, 29, 30, 31 and 43 of the Agreement.

20.8 The parties acknowledge that Landlord may construct a parking garage on Parcel IV, provided that the following conditions are met:

(a) The City shall have vacated that portion of Second Avenue South, located between Eighth Street South and Ninth Street South.

(b) The ground floor space shall have at least ninety (90) parking spaces with a separate entrance access from the parking area on the Mills Plaza site.

(c) The rental for the garage lease shall be Twenty-One Thousand Six Hundred and 00/100 Dollars ($21,600.00) per year for the first five (5) years and then adjusted every five (5) years thereafter to reflect CPI increases not to exceed five percent (5%) compounded per year, as provided for hereinafore.

(d) Landlord shall be responsible for the proper maintenance and upkeep of said parking garage, subject to the payment provisions of 6.6 hereof.

(e) The fee simple title to the parking garage shall be subject to this ninety-nine (99) year Lease.
(f) Landlord or its successors shall be able to develop above the ground floor air rights.

(g) Tenant will grant Landlord or its successors easements for structural supports so long as Tenant has at least ninety (90) ground level parking spaces of sufficient size and with proper ingress and egress.

(h) The parking garage entrance will be designed with the mutual cooperation of Landlord and Tenant to assure that Tenant's employees and customers (and not the general public) will be directed to and have the right to park on the ground floor thereof.

(i) In the event Tenant is displaced from the premises during the construction of the parking garage, the Rent shall be abated for such period of time.

20.9 The parties acknowledge that Landlord may wish to transfer and relocate Tenant's parking from Parcel IV to Parcel II, as shown on Exhibit "A". Provided that the following conditions are met, Tenant agrees Landlord shall have the option to relocate Tenant's parking from Parcel IV to Parcel II, as shown on Exhibit "A". This relocation option is subject to the following conditions:

(a) The City shall have vacated that portion of Second Avenue South, located between Eighth Street South and Ninth Street South.

(b) The transaction shall be equivalent to a like-kind exchange in the sense that at the time of the relocation, Parcel II shall be developed as a parking facility, with parking capacity and landscaping equal to or greater than the parking capacity and landscaping then existing on Parcel IV.

(c) Tenant shall have the same lease rights as to Parcel II as it has for Parcel IV.

20.10 The parties agree that the Agreement shall be deemed extended to Tenant to the extent the same shall apply to any lease, sale of land or assignment by Landlord to Tenant of any rights or benefits under said Agreement.

20.11 Landlord and Tenant agree to execute a recordable short form of this Lease setting forth the legal description of the Demised Premises and the Building and the Term of this Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the day and year first above written.

Signed and Acknowledged in the presence of:

"Landlord":
MORRIS DEVELOPMENTS, INC.
By: [Signature]
As Its: President

"Tenant":
PENINSULA MOTOR CLUB, INC.
By: [Signature]
As Its: Exec. V.P.
AGREEMENT

This Agreement made and entered into this 21st day of May, 1987, by and between PENINSULA MOTOR CLUB, INC. ("PENINSULA"), MORRIS DEVELOPMENTS, INC. ("MORRIS") and THE CITY OF ST. PETERSBURG, FLORIDA ("CITY").

WITNESSETH:

WHEREAS, PENINSULA has entered into a contract with M & J Investments for the purchase and sale of the Mills Plaza Property located in the Webb's City Development area of the City of St. Petersburg, Pinellas County, Florida ("MILLS PLAZA PROPERTY"); and

WHEREAS, PENINSULA and MORRIS propose to enter into a long-term lease for at least 90 parking spaces for use by PENINSULA in conjunction with its occupancy of the MILLS PLAZA site; and

WHEREAS, PENINSULA and the CITY have entered into a contract for purchase and sale of certain property known as the "East Block" located within the Webb's City Development Area; and

WHEREAS, the parties wish to provide for an orderly and nearly simultaneous closing of all of said transactions.

NOW THEREFORE, in consideration of the sum of Ten and NO/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do agree as follows:

1. The above referenced recitals are true and correct.

2. That the parties contemplate that the MILLS PLAZA closing and the other related closings will take place on or about June 26, 1987. (The "CLOSING DATE").

3. PENINSULA and MORRIS agree that the Lease Agreement for the parking spaces, Exhibit "1" attached hereto shall be executed by the parties thereto prior to the closing date but shall not be delivered nor become effective until the closing date and the consummation of the purchase by PENINSULA of the MILLS PLAZA PROPERTY.
4. MORRIS and the CITY agree that the Second Amendment to the development agreement as shown on Exhibit "2" attached hereto shall be executed by the parties but shall not be delivered nor effective until the closing of the transactions contemplated hereunder.

5. PENINSULA and the CITY have entered into the purchase contract for the EAST LOT and the contract is attached hereto as Exhibit "3".

6. All parties hereto agree to use their best efforts to accomplish the closing of the transactions contemplated hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed this 19th day of June, 1987.

PENINSULA MOTOR CLUB, INC.

By: [Signature]

MORRIS DEVELOPMENTS, INC.

By: [Signature]

CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]
EXHIBIT “D”

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APPRAISAL OF

CBD SITE; 4.59 ACRES MOL
(WEBB CITY REPLAT, LOTS 1 THRU 3, BLOCK 1)
800 1ST AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
(7109)

FOR

BRUCE GRIMES, DIRECTOR
REAL ESTATE AND PROPERTY MANAGEMENT
CITY OF ST. PETERSBURG
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731
July 11, 2018

Bruce Grimes, Director
Real Estate and Property Management
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Dear Mr. Grimes:

Re: Appraisal of CBD Site; 4.59 Acres MOL
(WEBB CITY REPLAT, Lots 1 thru 3, Block 1)
800 1st Avenue South, St. Petersburg, Florida 33701

As requested, I have made a detailed investigation, analysis, and appraisal of the fee simple and leased fee interests of the referenced property, legally described later in the report. This Appraisal has been prepared for our client and intended user, City of St. Petersburg, as an aid in asset management and/or possible disposition (intended use).

In my opinion, the fee simple interest of appraised property, CBD Site; 4.59 Acres MOL (WEBB CITY REPLAT, Lots 1 thru 3, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701, had a **market value** “AS IS”, as of the effective date, March 1, 2017, of NINE MILLION SIX HUNDRED NINETY THOUSAND DOLLARS ($9,690,000).

Allocation of Market Value:

| Tract 1 North (Lots 1 and 2); Fee Simple: | $9,525,000 |
| Tract 2 South (Lot 3); Leased Fee (99-Year Land Lease): | $165,000 |

The Appraisal was based on the **Hypothetical Condition** that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. **Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced.**

**Hypothetical Condition** is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

The appraiser is in compliance with the Competency Provision of USPAP with respect to this property. The report is an **Appraisal Report**, which has been prepared in compliance with the provisions of USPAP, FIRREA, and the specific contractual requirements of the client, City of St. Petersburg. The appraiser has not appraised nor provided other professional services for the subject property in the last three years.

Respectfully submitted,

TOBIAS REALTY ADVISORS, LLC

C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705
VIEW OF TRACT 1 FROM NE CORNER LOOKING SW

WEST TO EAST VIEW ACROSS TRACT 1; HERMITAGE APTS TO EAST
TRACT 2 (LEASED PARKING LOT) FROM 3RD AVENUE SOUTH

UPC INSURANCE OFFICE DUE EAST OF TRACT 2
WEBB CITY PLAZA SOUTH OF TRACT 2

URBAN STYLE FLATS SOUTHWEST OF TRACT 2
930 CENTRAL FLATS UNDER CONSTRUCTION IN BLOCK TO WEST

RECENTLY COMPLETED HERMITAGE APARTMENTS EAST OF TRACT 1
SOCIAL SECURITY OFFICE AND GARAGE NORTH OF TRACT 1

HISTORIC BANK BLOCK (RELATED GROUP SITE) AT 801 CENTRAL
APPRAISAL REPORT

Property Identification: CBD Site; 4.59 Acres MOL (WEBB CITY REPLAT, Lots 1 thru 3, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701; the flag-shaped site is located south of 1st Avenue South and north of 3rd Avenue South and between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg, Pinellas County, Florida.

Client: Bruce Grimes, Director
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Client Type: A municipality

Appraiser: C. Richard Tobias, MAI
State Certified General Real Estate Appraiser, RZ705

USPAP Competency: Appraiser has 37 years of experience in commercial properties in Pinellas County, including City of St. Petersburg

Purpose of the Appraisal: To provide the client with an opinion of market value “as is” as defined by the Interagency Guidelines.

Market Value is “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and, the price represents the normal consideration for the property.
sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.\textsuperscript{1}

Intended Use: For the sole purpose of providing the client, City of St. Petersburg, an opinion of current market value as aid in asset management and/or possible disposition

Intended User: City of St. Petersburg

Interest Valued: Fee Simple (Lots 1 and 2) and Leased Fee (Lot 3)

Property Owner: City of St. Petersburg

3-Year Sales History: Subject property has been under municipal ownership for several decades; there has been no active marketing of the property in the last three years; the south portion (Tract 2) of the property is under a 99-year land lease (90-space parking lot) with 69 years remaining in term; contract rent is well below market rate

Date of Inspection: March 1, 2017

Effective Date of Value (AS IS): March 1, 2017

Scope of Work:
• Inspection of the subject property;
• Analysis of regional and neighborhood data with emphasis upon the market for major CBD sites in St. Petersburg;
• Description of property and incidental improvements;
• Analysis of zoning, utilities, services, property taxes, site, and the existing ground lease encumbering Tract 2;
• Highest and best use analysis;

\textsuperscript{1} Interagency Appraisal and Evaluation Guidelines, Department of the Treasury; December 2010.
• Sales comparison approach utilizing recent comparable sales in the local market; adjustments were made to the comparable sales where they materially differed from the subject property; comparables were analyzed on basis of price per square foot of land area; comparables were ranked based on their overall comparability; for purposes of analysis, Tract 1 was valued independently from Tract 2 (which is under long-term land lease); the fee simple value of Tract 2 was valued in a similar manner in the Sales Comparison Approach;

• Application of the income capitalization approach for Tract 2 (leased fee); valuation was accomplished by constructing a discounted cash flow analysis (DCF);

• Reconciliation of the values indicated by the two approaches to provide conclusion of market value of the total site “as is” in fee simple and leased fee.

Legal Description:
Lots 1, 2, and 3, Block 1, WEBB CITY REPLAT, according to the map or plat thereof as recorded in Plat Book 90, Page 74, Public Records of Pinellas County, Florida.

Zoning:
DC-1, Downtown Center; St. Petersburg; this is a zoning category applied to many parcels located in the St. Petersburg CBD; permitted uses include multi-family residential, hotel, office, restaurant/bar, retail sales, banks, service businesses, museums, child care facility, schools, and government buildings; all projects within the Downtown Center districts may utilize bonuses to receive greater development rights (Base FAR is 3.0); these bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights; sites receiving
bonus FAR shall not exceed the Maximum Intensity allowed for the site.

Minimum setback on street face is 0 feet, which increases to 10 or 20 feet as the building height increases, the height triggering the greater setbacks varies from 20 to 200 feet. Minimum setbacks between buildings range from 0 to 80 feet, depending on the specific district, the abutting wall, and the building height.

Parking varies depending on use and location. For example, offices are required to have one parking space for each 500 square feet in the “Downtown Center.”; retail uses have the same minimum requirement of 1 space per 500 square feet.

Land Use Plan: CBD/Activity Center; consistent with the zoning designation in place

Tax Parcel Number: 19-31-17-95365-001-0010

Property Assessment (2016): $2,465,932; subject’s 2014 assessment ($12.33 per sq. ft.) is within the range established by the comparable sales; the assessment declined 35% between 2008 and 2012 as a reflection of the general decline in the commercial market in Tampa Bay; since 2012 the assessment increased 42% as the market has been in a strong recovery mode. However, the assessment is well below current market value, which is fairly common in the CBD and especially for exempt properties.

The subject’s taxable value in 2016 is $813,758, which is 28.2% of the total assessment figure; it relates to Tract 2, the south portion of the property subject to the long term land lease; the balance of subject (Tract 1) is exempt ($1,652,174) as a city-owned property.
<table>
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<td>Real Estate Taxes (2016):</td>
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Note- The taxable assessment of $813,758 equates to $12.20 per square foot of Tract 2 (66,717 square feet or 1.53 acres MOL); this figure is roughly 18% of the tract’s current market value in fee simple interest. This is an important consideration in the valuation of Tract 2’s leased fee value as there is substantial risk of an increase in assessment, which would generate an annual tax burden much greater than the current land rent ($16,986 in 2017). The lease specifies landlord responsibility for payment of ad valorem taxes.
Neighborhood Description: Subject property is located in the City of St. Petersburg, Pinellas County’s largest city. Population increased by 4% during the 1990’s to 248,232, according to the 2000 Census. The population in 2010 was 244,769, a slight decrease over the last decade; but then edged up to 245,960 in 2015 (+0.9%).

The subject property is located one block south of Central Avenue immediately east of ML King Street South in the West CBD; the neighborhood to the west is now known as the Edge District, a mixed-use corridor along Central Avenue, extending west to I-275. In the immediate neighborhood Central Avenue is a 2-lane roadway with diagonal street parking and upgraded streetscape improvements (landscaped islands, antique lamps, roundabout at 11th Street, etc.). Much of this work was done in the 1990’s during the initial years of Tropicana Field and the Tampa Bay Rays. Traffic volume is relatively light on Central Avenue, roughly 5,800 cars per day but represents a 26% increase in the last 3 years.

The immediate subject neighborhood features a number of local businesses, many of which have started in the last 10 years. These include offices, restaurants, clubs, cafes, boutique shops, furniture outlets, and general retail. There had been considerable turnover of owners and tenants in the small, older, commercial buildings lining Central Avenue in this area, particularly during the recent national recession. Many of the original businesses in the area were attracted as part of the opening of Tropicana Field and the expected demand for goods and services generated by fan traffic. Other than Ferg’s, a popular sports bar, many of these businesses have closed or converted to other uses not specifically reliant on the sports venue. Since 2013 however, the business climate in the Edge has matured, stabilized, and improved much like the greater CBD in St. Petersburg. Many of the retail, gallery, and entertainment businesses now located in the Edge have responded to the explosive population growth in the downtown area.
And in 2017 we see major residential development occurring west of ML King Street; Bainbridge Companies is currently constructing 930 Central Flats, a 218-unit, 5-story, rental project (See Land Sale 4 later in report). Even closer to the subject is The Hermitage, a 348-unit mid-rise, recently completed in the block adjacent east of the subject (see land Sale 2); a multi-level parking garage with Publix supermarket and Chihuly Collection gallery is being completed in 1st Quarter 2017 in the 700 Block if Central Avenue due north of The Hermitage.

Adding to the sudden resurgence of the West CBD was the December 2016 acquisition of the long-dormant Union Trust tract at 801 Central Avenue (see Land Sale 3) by the Related Group for $9.18 million; this 7 and 15-story project will include street level retail and restaurant in the historic bank building and 377 rental units on a 2.49-acre site two blocks north of the subject.

Immediate south of the Union Trust tract is the Social Security Administration office with two-level parking garage; this facility is due north of Subject Tract 1. Northeast of the Social Security office is Morean Arts Center.

1st Avenue South, which lies one block south, is the inbound, 3-lane (one-way) artery serving the CBD; it carries 10,082 cars per day; 1st Avenue North, which lies one block north, is the outbound CBD artery; the outbound road carries approximately 10,800 cars per day.

The Tropicana Field Commercial District (Edge District), a well-established but evolving corridor of local business and multi-family residential uses lying in the west section of the CBD from ML King Street west to 16th Street. ML King and 16th Streets are major, 4-lane, north/south arteries linking the CBD with areas in the northeast and southeast sections of the city.

Interstate 275, which extends north and south through St. Petersburg, lies 0.7 miles west of the subject with an ac-
cess ramp at 5th Avenue North (0.8 miles northwest of subject); I-375 is the short spur section flanking the north limits of the CBD; I-175 is the spur at the south limits, which lies just south of Tropicana Field; Tropicana Field, home of the Tampa Bay Rays (MLB) is situated 0.3 miles southwest of the subject property.

The CBD is home to many large, corporate employers and the city’s largest office facilities. Progress Energy (now Duke Energy) purchased the downtown site of the Florida International Museum from the city and constructed a 200,000-square foot office complex in the northeast quadrant of the CBD.

Luxury, waterfront units continue to be developed along St. Petersburg’s Bayfront area. Anchoring the east central section of the subject neighborhood is Bayfront Tower (258 units), a 29-story residential condominium built in the 1970’s which has a commanding view of St. Petersburg’s waterfront. After several decades as the only luxury condominium in downtown, there are now four major residential projects recently completed in the northeast sector of the CBD. These include Florencia, a 50-unit, 21-story condominium (2000); Cloisters, a 14-story, 32-unit condominium (1999); and Vinoy Place and City Homes adjacent to the resort on 5th Avenue NE (105 units). Parkshore Plaza is a 29-story condominium tower with townhouse units over commercial space at the perimeter, located at Beach Drive and 3rd Avenue North; the 120-unit project was completed in 2006. Three additional condominium projects, Ovation, Signature Place, and 400 Beach, were completed at the end of the boom period in the 2000’s. The five-star, Vinoy Renaissance Resort Hotel is located on the bayfront at 5th Avenue NE.
The table below illustrates the geographic dispersion of condominium development in the CBD in the 40-year period 1975 through 2014:

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<td>CBD Core</td>
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<td>620</td>
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<td>CBD Fringe</td>
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This table chronicles the pace of condominium development in Downtown St. Petersburg over the last four decades:

<table>
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We can see the increasing velocity of development that commenced in the 1990s with an initial jump of 30.4%, which was then followed by the exuberant boom of the early 2000s decade. The most recent period is impressive in that it followed the devastating shakeout in 2007 and 2008, where many of the units last developed were wholesaled by lenders at greatly reduced prices.

If we assume a ratio of 1.5 persons per new condominium unit developed, the population increase since 2000 would be +2,163. Factoring in the price levels of these units, it is obvious that this population surge is likely in the upper 10% of Pinellas County residents in terms of household income.
The **Edge District** of the CBD near Tropicana Field (subject area) also participated in the recent boom period (2000 to 2006) residential renaissance in Downtown St. Petersburg. 1010 Central is a 116-unit, 5-story condominium with parking garage in the center of the complex; it also features retail units at street level along Central Avenue. The residential units in 1010 sold out quickly after completion in 2007 at prices from $200,000 to $400,000 MOL; however, many of the units were purchased by investors anticipating a spike in re-sale prices that never came. In fact, re-sales in 1010 suffered substantial declines (40%+) in the depths of the collapse (2009 through 2012). There were several other condominium and townhouse projects planned and approved in the west CBD during the boom period. Two were located on the south side of Central due south of subject property. Neither of these projects was developed and one of the sites was acquired by a local investor in 2014 for $1.65 million, roughly 50% of the boom period price; this was resold in 2016 (see Land Sale 4) for 140% of the boom period price.

Somewhat earlier, in 2012, the CBD core market began a strong resurgence with a total of $20 million of land purchases; these transactions involved 8 prime CBD parcels, which were acquired for apartments, mixed-use projects, bank, restaurants, and one future project.

The largest entry into the **Edge** market was the 358-unit, rental apartment complex (Fusion 1560), which was completed in 2011 on a 3.24-acre site at Central Avenue and 16th Street, adjacent north of Tropicana Field. This ambitious project by an Ohio-based developer is a 5-story structure surrounding a massive, concrete parking garage. The property was acquired in 2007 at a land coast of $68.75 per square foot (including engineering plans, etc.). There were also some extraordinary land development costs for this site, which abuts Brooker Creek. This property was just purchased by a Chicago-based investment fund for $57.5 million, or $160,615 per unit.
A similar sized apartment complex in the CBD, Beacon 430 (326 units), was acquired in September 2015 for $84.5 million ($259,202 per unit). This was one of the major downtown land acquisitions of 2012 involving the Times Publishing Company parking lot at the southwest corner of 4th Street and 3rd Avenue South; it closed in December 2012 at $6.0 million for the 4.3-acre site ($32.03 per square foot).

Immediately east of the subject site The Hermitage is nearing completion; this 348-unit apartment project is 8 stories with adjacent parking garage; the 2-acre, city block site was purchased in April 2014 for $5.25 million, or $59.66 per square foot (see Land Sale 2).

Just south of the CBD is the city’s largest concentration of health care facilities; Bayfront Health St. Petersburg (502 beds) is 0.7 miles southeast and All Children’s Hospital (216 beds) had adjoining campuses along 6th Street South; All Children’s then abandoned its old facility and constructed a new, 240-bed, 1M-square foot hospital just north of Bayfront (0.6 miles southeast of subject); the $300M project, which includes a 1,000-space parking garage, was completed in late 2009. All Children’s is now associated with Johns Hopkins Medical Center.

Sembler Co. and ZOM Development, Inc. in 2003 completed construction of a 28,000-square foot Publix grocery store, CVS drugstore and local retail shops at 3rd Avenue and 3rd Street South, site of the former Dew Cadillac dealership (0.5 miles southeast). A larger Publix store has just opened in the 700 block of Central Avenue, immediately east of the subject site.

Bay Walk, a $30 million, 130,000-square foot entertainment and retail complex, had been very successful from its opening in 2000 through 2007; after that time the center lost some key tenants and later fell into foreclosure. A local businessman, Bill Edwards, has since purchased the complex and completely rebuilt it with a new design and
tenant mix; it is now known as Sundial at St. Pete; tenants include Ruth’s Chris Steak House, Locale Market, Sea Salt (from Naples), Diamonds Direct, Marilyn Monroe Spa, Tracy Negoshian (designer fashions), Chico’s, White House Black Market, and Muvico (cinema).

Another important attractor for the CBD is St. Anthony’s Hospital (member of Baycare health network), a 395-bed facility located 0.4 miles northwest of the subject between 9th Avenue and 5th Avenue North (west of M.L. King Street).

The St. Petersburg CBD is an area that has been completely transformed in the last 10 years. The most dramatic change has been the introduction of several thousand multi-family housing units in the form of townhouses, city homes, high-rise condominiums, and rental apartments. The majority of these units are high quality, high cost homes that have attracted upper income residents from the Tampa Bay area and far beyond.

Land values in the CBD escalated dramatically from the $25.00 to $100.00+ per square foot range in the final years of the boom. Following the credit collapse of 2008 there was the expected decline in land values, consistent with other areas of Pinellas. There were very few transactions from 2009 through 2011 as owners with high bases in sites waited for a market turnaround. Some properties could not wait and fell into foreclosure; many of these were then sold in 2012, as noted earlier ($20.0 million in transactions in 2012).

Since 2012 the downtown St. Petersburg market has been explosive in its recovery. In fact, prime CBD land prices ($150 to $200 per square foot) have far exceeded the levels of the 2004-2005 boom. St. Petersburg’s CBD has reached a critical mass in the last 10 years in terms of new residents, employers, entertainment venues, and international reputation such that, it is now leading the county and Tampa Bay area in the sustained market recovery.
Utilities/Services:

- Water: City of St. Petersburg
- Sewer: City of St. Petersburg
- Telephone: Frontier Communications
- Police: St. Petersburg Police Department
- Fire/EMS: St. Petersburg Fire & Rescue
- Public Transportation: PSTA (bus service)

SITE DESCRIPTION:

Physical Location: The flag-shaped site (see plat and aerial photo) is located south of 1st Avenue South and north of 3rd Avenue South and between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg; Subject Tract 1 (North) is identified as 800 1st Avenue South, St. Petersburg, Florida 33701; Tract 2 (South) is the parking lot adjacent west of 800 2nd Avenue South (United Insurance Holdings)

Data Sources: Filed plat (WEBB CITY REPLAT, Plat Book 90, Page 74, Public Records of Pinellas County, Florida); Pinellas County Property Appraiser’s records

Land Area: Subject property has a total land area of 199,939 square feet or 4.59 acres MOL, which is broken down as:

- Tract 1 (North) Fee Simple: 133,222 square feet or 3.06 acres MOL (66.6%)
- Tract 2 (South) Leased Fee: 66,717 square feet or 1.53 acres MOL (33.4%)

Configuration: Flag-shape consisting of two abutting rectangles

Primary Frontage: Tract 1; 493.27 feet on south side of 1st Avenue South

Tract 2; 270.00 feet frontage on east side of ML King Street South
| **Secondary Frontage:** | Tract 1; 270 feet on both ML King Street and 8th Street South  
Tract 2; 247 feet on north side of 3rd Avenue South |
|-------------------------|--------------------------------------------------|
| **Depth:** | Tract 1; 270 feet MOL  
Tract 2; 247 feet MOL |
| **Topography/Drainage:** | Subject site is generally level and slightly above road grade. |
| **Flood Zone Designation:** | Subject property is located in Flood Zone Zone X-Unshaded, area is outside 500-year flood hazard, according to Federal Emergency Management Agency Map Panel 12103C 0219G; September 3, 2003. |
| **Easements/Encroachments:** | The filed plat for Webb City Replat indicates the portion of 2nd Avenue South between 8th Street and ML King Street South has been vacated; however, this roadway has never been closed off and is maintained by the city as a 2-way right-of-way; therefore, the appraisal is based on a hypothetical condition that this section of 2nd Avenue South is actually vacated and closed, and thus available for development (See #1 Assumptions and Limiting Conditions).  
Tract 1 and Tract 2; There is a 20± foot wide alley right-of-way extending from east to west through the middle of the blocks. Although these could likely be vacated in the event of redevelopment of the entire block, it is unknown what utilities are located within this right-of-way which may need to be relocated in the event the right-of-way was vacated. In some cases developers will maintain a utility easement in a vacated alley to avoid the cost of relocating utilities. |
<table>
<thead>
<tr>
<th>Soil Conditions:</th>
<th>Unknown. For purposes of this appraisal it is assumed there are no adverse subsoil conditions, although this is not warranted.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visibility from Street:</td>
<td>Subject site has good visibility from all of its surrounding streets.</td>
</tr>
<tr>
<td>Access:</td>
<td>Tract 1 has excellent vehicular access due to frontage on 3 streets; Tract 2 has above average access with frontage on 2 streets.</td>
</tr>
<tr>
<td>Improvements:</td>
<td>Tract 1 and Tract 2 are currently utilized as surface parking; as such each has incidental/interim use improvements such as asphalt and concrete paving, perimeter fencing, yard lighting, landscaping and other site structures.</td>
</tr>
<tr>
<td>Conclusion:</td>
<td>Subject comprises 1.5 blocks in the West CBD of St. Petersburg; as such, it is one of the largest assembled tracts in the entire CBD; this increases its attractiveness and marketability as it eliminates the tedious process of assembling a large tract from many smaller ownerships in a given area; it also occupies a strategic position between 3 major, multi-family projects in various stages of planning and construction and is adjacent southwest of the recently opened Publix supermarket in the 700 block of Central Avenue.</td>
</tr>
</tbody>
</table>
Highest and Best Use: The subject property is a 4.59-acre, CBD site with its southerly half-block encumbered by a long-term land lease. It has some favorable aspects that are balanced by some negative conditions. The positive factors include:

1- Convenient location in West CBD/Tropicana Field neighborhood just east of the emerging Edge District
2- Good access to interstate highway system
3- Dense population in primary market area with strong, recent growth trend
4- Subject site (Tracts 1 and 2) have rectangular shapes and good to excellent access
5- Subject site has excellent support in terms of complementary uses; 3 major, multi-family projects surround the site
6- Area has been upgraded by municipal investments in streetscape
7- One investor has purchased $5.25 million of commercial properties in the Edge District in last 3 years
8- CBD market is enjoying a robust recovery with extensive new development after a lengthy recession, credit crisis and residential collapse
9- $20 Million in land purchases recorded in CBD in 2012; most were for proposed apartment developments
10- Two major land purchases in Downtown Core area at prices ranging from $175 to $200 per square foot; two additional purchases pending in 2017 in the same range (400 Central and Onyx site)
11- 1,442 Condominium units completed from 2000 to 2014 in CBD; 300+ additional units under construction in early 2017
12- 3,000+ New rental units completed, under construction, or in planning phase in last 7 years in CBD
13- DC-1 zoning offers broad array of development possibilities with liberal FAR, setbacks, and other requirements
14- Subject site is located in a non-flood prone area
15- Excellent credit and equity availability for major CBD projects
The subject property also has some negative aspects that include:

1- Tract 2 is encumbered by a long-term land lease for parking (United Insurance/tenant), which is extremely unfavorable to lessor and has remaining term of 69 years
2- Risk associated with overbuilding in a rapidly growing sub-market
3- Investor survey in early 2017 indicates recognition of market peak in business cycle
4- Sub-par GDP growth for economic recovery period

Given the overwhelming positive assessment of the subject property, I have concluded highest and best use (Tract 1) to be multi-family residential development with street-level retail; the convenient proximity in the CBD, major employers, entertainment venues, and restaurants offered by this site and the explosive growth of the market are the predominant factors leading to this conclusion.

Tract 2, however, is encumbered by an onerous land lease with remaining term of 69 years; the high underlying land value (fee simple) presents the opportunity for an investment in a “land bank”, which is the only apparent use for the leased fee at this time.

Marketability:  

Tract 1’s marketability is rated excellent at this time. This assessment is based on the improving economy, the strength of the CBD market, the size of the subject tract, and other factors enumerated in the highest and best use analysis earlier. Potential buyers include primarily national and regional developers seeking a large, well located, CBD site. Marketability of Tract 2 is rated very poor due to the highly disadvantageous land lease encumbering the property for the next 69 years.

Estimated Marketing Time: 12 months
Estimated Exposure Time: 12 months
Valuation Process:

**Cost approach** was omitted due to the lack of building improvements and the determination of highest and best use.

**Sales Comparison approach** is normally the only reliable method of valuing CBD sites in this market; this approach has been applied and the unit of measure is price paid per square foot of land area.

**Income capitalization approach** has been applied only in the valuation of Tract 2, which is encumbered by a long-term land lease; valuation of the leased fee is most properly addressed by the income method known as discounted cash flow analysis (DCF). The income approach is not relevant in the appraisal of Tract 1 (fee simple).
Sales Comparison Approach

I have selected six, recent land sales from the St. Petersburg CBD market as the best indicators of subject’s land value. The comparable sales closed between March 2014 and December 2016. The CBD land sub-market has been extremely strong with significant appreciation over this period; therefore, the older sales were adjusted upward for market conditions. The sales reflected cash terms or conventional bank financing and therefore, there was no need for adjustments for favorable financing.

Because of the long-term encumbrance affecting subject Tract 2, it was necessary to analyze the property as two distinct sites based upon their highest and best use.

Tract 1 Valuation:

The reader is referred to the Land Chart A (Subject Tract 1) in this section, which summarizes the comparative analysis on a price per square foot basis.

Sale 1 is the March 2014 acquisition of a large, corner site of 2.87 acres located on 3rd Street South at 4th Avenue South (0.5 miles SE); this sale required a large upward adjustment for market conditions as it closed 3 years ago; this property has since been developed with a high-rise, rental apartment complex with 357 units; location is rated superior to the subject’s as it is just south of the core area where land values now exceed $150 per square foot; upward adjustments were also applied for the interior position and inferior configuration; all other categories revealed neutral comparisons; this sale indicates a unit value of $74.27 for the subject, which is 7.6% above the adjusted mean ($68.99).

Sale 2 is the April 2014 acquisition of a large, whole-block site of 2.02 acres located on 1st Avenue South at 8th Street (immediate east); this sale required an upward adjustment for market conditions due to appreciation over the last 3 years; this property has since been developed with a mid-rise, 348-unit, rental apartment complex (Hermitage); location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $73.68 for the subject, which is 6.8% above the adjusted mean ($68.99).

Sale 3 is the very recent (December 2016) acquisition of a large, whole-block site of 2.49 acres located on Central Avenue between 8th Street and ML King Street (0.1 miles north); this tract will be developed by the Related Group as a 377-unit, rental apartment with street-level retail; location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; a minor downward adjustment was applied under “other” to reflect the nominal contribution of the historic landmark structure (Union Trust Bank) on the
site; all other categories revealed neutral comparisons; this sale indicates a unit value of $76.21 for the subject, which is 10.5% above the adjusted mean ($68.99).

**Sale 4** is the recent (August 2016) acquisition of a large, mid-block site of 1.52 acres located on Central Avenue just west of ML King Street (0.1 miles west); this tract is being developed by the Bainbridge Companies as a 218-unit, mid-rise, rental apartment with street-level retail; location/zoning (DC-1) are rated slightly inferior to subject’s; the interior position was rated inferior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $81.89 for the subject, which is 18.7% above the adjusted mean ($68.99).

**Sale 5** is the recent (September 2016) acquisition of a smaller, part-block site of 1.15 acres located on Arlington Avenue at the NW corner of ML King Street (0.1 miles northwest); this tract is being developed by the Proluxe Properties as a 34-unit, moderate-priced, townhouse project; location/zoning (DC-2) are rated inferior to subject’s; the single-corner position and shallow parcel depth required upward adjustments; all other categories revealed neutral comparisons; this sale indicates a unit value of $56.55 for the subject, which is 18% below the adjusted mean ($68.99).

**Sale 6** is the recent (August 2016) acquisition of a large site of 2.41 acres located on 6th Avenue South at the NW corner of ML King Street (0.3 miles south); this tract will be developed by the Richman Group as a 132-unit, mid-rise, apartment; location/zoning (CRT-1) are rated much inferior to subject’s; the single-corner position and irregular shape required upward adjustments; all other categories revealed neutral comparisons; this sale indicates a unit value of $51.35 for the subject, which is 25.6% below the adjusted mean ($68.99).

The adjusted unit values of the 6 comparables range from $51.35 (Sale 6) to $81.89 (Sale 4), resulting in a broad variance of 59.5%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was $68.99 per square foot and the median was $73.97. Setting aside the two low outliers, Sales 5 and 6, the variance is reduced to 11.1%, which is a much more focused range.

I have assigned statistical weights to the sales based upon their proximity and degree of comparability. Sales 2, 3, and 4 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 3.6% greater than the natural mean.
Therefore, based upon my analysis of the 6 comparable sales, I have selected a unit value of $71.50 per square foot for Tract 1:

133,222 sq. ft. @ $71.50 = $9,525,373

Rounded, $9,525,000
### Land Chart A:

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<th>Sale Number</th>
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<td>Mar-14</td>
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<td>The ARC Group, Inc</td>
<td>Art Village I LLC</td>
<td>EE Central Av Holding, LLC</td>
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<td>GRANTEE</td>
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<td>CREA 330 Third, LLC</td>
<td>The Hermitage St. Pete, LLC</td>
<td>801 Central St Pete, LLC</td>
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<td>19-31-17-83450-0030</td>
<td>19-31-17-94843-001-0010</td>
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<td>Size (SF)</td>
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<td>Zoning</td>
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<td>DC-1</td>
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<td>Highest/Best Use</td>
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<td>Current/Proposed Use</td>
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<td>Rental Apts (348)</td>
<td>Historic Bank</td>
<td>Rental Apts (377)</td>
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<td>220</td>
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<td>Financing</td>
<td>N/A</td>
<td>Chase Bank</td>
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<td>Cash Sale</td>
<td>Citizens National Bank</td>
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<td>3-Year Sales History</td>
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<td>None</td>
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<td>Jul 2013: $2,900,000</td>
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<tr>
<td>Assessed Value</td>
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<td>Ass’d Value Per SF</td>
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<td>$30.49</td>
<td>$16.20</td>
<td>$14.40</td>
<td>$16.06</td>
<td>$8.79</td>
<td>$7.54</td>
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</tbody>
</table>

### ADJUSTMENTS

| Financing | N/A | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Cash Pric Pe SF | N/A | $67.22 | $59.66 | $84.67 | $71.21 | $39.00 | $34.24 |
| Market Conditions | N/A | 30% | 30% | 0% | 0% | 0% | 0% |
| Adjusted Price/SF | N/A | $87.38 | $77.56 | $84.67 | $71.21 | $39.00 | $34.24 |
| Location/Zoning | N/A | -30% | 0% | 0% | 0% | 0% | 0% |
| Parcel Size | N/A | 0% | 0% | 0% | 0% | 0% | 0% |
| Corner/Interior | N/A | 30% | -5% | -5% | 10% | 5% | 5% |
| Physical Factors | N/A | 5% | 0% | 0% | 0% | 10% | 5% |
| Other | N/A | 0% | 0% | -5% | 0% | 0% | 0% |
| Total Adjustment | N/A | -15% | -5% | -10% | 15% | 45% | 50% |
| Adjusted Price/SF | N/A | $74.27 | $73.68 | $76.21 | $81.89 | $96.55 | $513.5 |

**Confirmed By**
- Wendy Giffin (Broker)
- Pete Apostolou (Seller)
- Matt Flowers (Buyer)
- Jonathan Dau (Seller)
- Jason Braga (Buyer)
- Ari Raviv (Broker)
SALE #1: NE CORNER 4TH AVENUE SOUTH AND 3RD STREET

SALE #2: SW CORNER 8TH STREET AND 1ST AVENUE SOUTH
SALE #3: 801 CENTRAL AVENUE

SALE #4: 930 CENTRAL AVENUE
SALE #5: NW CORNER ARLINGTON AVENUE & ML KING STREET N

SALE #6: NW CORNER 6TH AVENUE SOUTH & ML KING STREET S
Tract 2 Valuation (Fee Simple):

The reader is referred to the **Land Chart B (Subject Tract 2)** in this section, which summarizes the comparative analysis on a price per square foot basis. The purpose of this analysis is to establish the base value of Tract 2 in *fee simple* interest, which will later be used to address *leased fee* value as the parcel is encumbered by a long-term land lease. The same six land sales utilized in the valuation of Tract 1 will also be employed in this analysis.

**Sale 1** required a large upward adjustment for market conditions as it closed 3 years ago; this property has since been developed with a high-rise, rental apartment complex with 357 units; location is rated superior to the subject’s as it is just south of the core area where land values now exceed $150 per square foot; upward adjustments were also applied for the interior position and inferior configuration; all other categories revealed neutral comparisons; this sale indicates a unit value of $69.90 for the subject, which is 6.4% above the adjusted mean ($65.71).

**Sale 2** (immediate east) required an upward adjustment for market conditions due to appreciation over the last 3 years; this property has since been developed with a mid-rise, 348-unit, rental apartment complex (Hermitage); location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was superior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $69.80 for the subject, which is 6.2% above the adjusted mean ($65.71).

**Sale 3** is the very recent (December 2016) acquisition of a large site on Central Avenue 0.1 miles north; this tract will be developed by the Related Group as a 377-unit, rental apartment with street-level retail; location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was superior to subject; a minor downward adjustment was applied under “other” to reflect the nominal contribution of the historic landmark structure (Union Trust Bank) on the site; all other categories revealed neutral comparisons; this sale indicates a unit value of $71.97 for the subject, which is 9.5% above the adjusted mean ($65.71).

**Sale 4** is the recent (August 2016) acquisition of a large, mid-block site located on Central Avenue just west of ML King Street (0.1 miles west); this tract is being developed by the Bainbridge Companies as a 218-unit, mid-rise, rental apartment with street-level retail; location/zoning (DC-1) are rated slightly inferior to subject’s; the interior position was rated inferior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $78.33 for the subject, which is 19.2% above the adjusted mean ($65.71).

**Sale 5**’s location/zoning (DC-2) are rated inferior to subject’s; the shallow parcel depth required upward adjustment; all other categories revealed neutral comparisons; this sale indi-
cates a unit value of $54.60 for the subject, which is 16.9% below the adjusted mean ($65.71).

**Sale 6** (0.3 miles south); this tract will be developed by the Richman Group as a 132-unit, mid-rise, apartment; location/zoning (CRT-1) are rated much inferior to subject’s; the irregular shape required upward adjustment; all other categories revealed neutral comparisons; this sale indicates a unit value of $49.64 for the subject, which is 24.5% below the adjusted mean ($65.71).

The adjusted unit values of the 6 comparables range from $49.64 (Sale 6) to $78.33 (Sale 4), resulting in a broad variance of 57.8%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was $65.71 per square foot and the median was $69.85. Setting aside the two low outliers, Sales 5 and 6, the variance is reduced to 12.2%, which is a much more focused range.

I have assigned statistical weights to the sales based upon their proximity and degree of comparability. Sales 2, 3, and 4 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 3.5% greater than the natural mean.

Therefore, based upon my analysis of the 6 comparable sales, I have selected a unit value of $68.00 per square foot for Tract 1:

\[
66,717 \text{ sq. ft.} \times $68.00 = $4,536,756
\]

Rounded, $4,535,000 (Fee Simple)
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<tr>
<th>Sale Number</th>
<th>Subject Tract 2</th>
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<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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</thead>
<tbody>
<tr>
<td>Location</td>
<td>SE Cor ML King &amp; 2nd Av S</td>
<td>NE Cor 4th Av S &amp; 3rd St</td>
<td>SW Cor 8th St &amp; 1st Av S</td>
<td>801 Central Av</td>
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<td>St Petersburg</td>
<td>St Petersburg</td>
<td>St Petersburg</td>
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<tr>
<td>Date</td>
<td>Mar-17</td>
<td>Mar-14</td>
<td>Apr-14</td>
<td>Dec-15</td>
<td>Aug-16</td>
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<td>Osprey SP Properties, LLC</td>
<td>The ARC Group, Inc</td>
<td>Art Village I, LLC</td>
<td>EE Central Av Holding, LLC</td>
<td>Oryx Development, LLC</td>
<td>5th Avenue Residences, LLC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CREA 330 Third, LLC</td>
<td>The Heritage St Pete, LLC</td>
<td>801 Central St Pete, LLC</td>
<td>BAB 930 Central Flats Owner</td>
<td>BC A6 Townhomes LP</td>
<td>St Petersburg Apartments, LLC</td>
<td></td>
</tr>
<tr>
<td>Price</td>
<td>N/A</td>
<td>$8,402,000</td>
<td>$5,250,000</td>
<td>$9,180,000</td>
<td>$4,700,000</td>
<td>$1,950,000</td>
<td>$3,600,000</td>
</tr>
<tr>
<td>Size (AC)</td>
<td>1.53</td>
<td>2.87</td>
<td>2.02</td>
<td>2.49</td>
<td>1.52</td>
<td>1.15</td>
<td>3.41</td>
</tr>
<tr>
<td>Size (SF)</td>
<td>65,717</td>
<td>125,000</td>
<td>88,000</td>
<td>108,416</td>
<td>88,000</td>
<td>50,000</td>
<td>195,154</td>
</tr>
<tr>
<td>Price Per SF</td>
<td>N/A</td>
<td>$67.22</td>
<td>$55.66</td>
<td>$84.67</td>
<td>$71.21</td>
<td>$39.00</td>
<td>$34.24</td>
</tr>
<tr>
<td>Zoning</td>
<td>DC-1</td>
<td>DC-1</td>
<td>DC-1</td>
<td>DC-1</td>
<td>DC-1</td>
<td>DC-2</td>
<td>CRT-1</td>
</tr>
<tr>
<td>Highest/Best Use</td>
<td>Multi-Family</td>
<td>Multi-Family</td>
<td>Multi-Family</td>
<td>Multi-Family</td>
<td>Multi-Family</td>
<td>Multi-Family</td>
<td>Multi-Family</td>
</tr>
<tr>
<td>Current/Proposed Use</td>
<td>Surface Parking</td>
<td>Rental Apts (357)</td>
<td>Rental Apts (348)</td>
<td>Historic Bank; Rental Apts (377)</td>
<td>Rays Parking; Rental Apts (218)</td>
<td>Undeveloped; Townhouses (34)</td>
<td>Undeveloped; Rental Apts (132)</td>
</tr>
<tr>
<td>Corner/Interior</td>
<td>Corner (1)</td>
<td>Interior (Corner (4))</td>
<td>Corner (4)</td>
<td>Corner (4)</td>
<td>Corner (1)</td>
<td>Corner (4)</td>
<td>Corner (1)</td>
</tr>
<tr>
<td>Frontage</td>
<td>270</td>
<td>338</td>
<td>400</td>
<td>400</td>
<td>300</td>
<td>400</td>
<td>250</td>
</tr>
<tr>
<td>Depth</td>
<td>247</td>
<td>400</td>
<td>220</td>
<td>230</td>
<td>220</td>
<td>125</td>
<td>400</td>
</tr>
<tr>
<td>Financing</td>
<td>N/A</td>
<td>Chase Bank</td>
<td>Cash Sale</td>
<td>Cash Sale</td>
<td>Citizens National Bank</td>
<td>Jefferson Bank</td>
<td>SunTrust Bank</td>
</tr>
<tr>
<td>3-Year Sales History</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>Jun 2014; $1,650,000</td>
<td>None</td>
<td>Jul 2013; $2,100,000</td>
</tr>
<tr>
<td>Confirmed By</td>
<td>N/A</td>
<td>Wendy Griffin (Broker)</td>
<td>Pete Apostolou (Seller)</td>
<td>Matt Flowers (Buyer)</td>
<td>Jonathan Dau (Seller)</td>
<td>Jason Briaga (Buyer)</td>
<td>Ari Ravai (Broker)</td>
</tr>
<tr>
<td>Assessed Value</td>
<td>$813,758</td>
<td>$3,811,088</td>
<td>$1,425,850</td>
<td>$1,561,539</td>
<td>$1,060,035</td>
<td>$436,088</td>
<td>$793,270</td>
</tr>
<tr>
<td>Ass'd Value Per SF</td>
<td>$12.20</td>
<td>$30.49</td>
<td>$67.22</td>
<td>$84.67</td>
<td>$71.21</td>
<td>$39.00</td>
<td>$34.24</td>
</tr>
</tbody>
</table>

**ADJUSTMENTS**

| Financing   | N/A            | $0.00                      | $0.00                      | $0.00        | $0.00        | $0.00                      | $0.00                      |
| Cash Price Per SF | N/A | $67.22 | $55.66 | $84.67 | $71.21 | $39.00 | $34.24 |
| Market Conditions | N/A | 30% | 30% | 0% | 0% | 0% | 0% |
| Adjusted Price/SF | N/A | $67.22 | $77.56 | $84.67 | $71.21 | $39.00 | $34.24 |
| Location/Zoning | N/A | -30% | 0% | 0% | 5% | 30% | 40% |
| Parcel Size | N/A | 0% | 0% | 0% | 0% | 0% | 0% |
| Corner/Interior | N/A | 5% | -10% | 10% | 0% | 10% | 5% |
| Physical Factors | N/A | 5% | 0% | 0% | 0% | 0% | 0% |
| Other | N/A | 0% | 0% | 0% | 0% | 0% | 0% |
| Total Adjustment | N/A | -20% | -10% | -10% | 10% | 40% | 48% |
| Adjusted Price/SF | N/A | $69.90 | $69.80 | $71.97 | $78.33 | $58.80 | $49.64 |
**Income Capitalization Approach**

This method is applicable to Subject Tract 2 as land leased fee interests are often marketed as investments. This approach is based on the current market rent for the site as established by comparable ground leases in the area. The net income generated is then discounted at a yield rate drawn from recent sales of similar investment properties in the Tampa Bay area.

As discussed earlier in the valuation methodology and scope sections of this report, the most relevant methodology for valuing the leased fee interest of Tract 2 is the discounted cash flow model or analysis (DCF). The DCF is actually a combination of sales comparison and income approaches, which is appropriate for all properties generating an uneven cash flow over a specified period of time followed by a recapture, or reversion, of the underlying land asset.

The sales comparison approach is the first step in the DCF approach and involves estimation the current market value of the land in *fee simple* interest. This was accomplished in the previous section of the report, where we estimated current land value at $4,535,000, or roughly $68.00 per square foot. This is an important first step as it provides a basis for the site’s market rent, which is usually expressed as an annual percentage return on the base value of the asset. Current land leases in the Tampa Bay area are invariably absolute net agreements, wherein the lessee is responsible for all normal operating expenses such as taxes and insurance.

Secondly, the land rent is typically based upon an accepted rate of return on the underlying land value. I have analyzed 10 ground leases in Tampa Bay, which are primarily for highway retail sites developed as big box stores, banks, restaurants, and fuel facilities; these represent newer improvements indicative of their sites’ highest and best use.

The return rates vary widely from as low as 5.8% to 15.3% for a recent build-to-suit convenience/fuel outlet. Generally, the more recent examples tend to set the lower limit of the return range; consistent with the low-inflation, low-return investment environment of 2016. The mean of the 10 comparables is 9.6%; the median is 8.45%.

With CBD properties historically reflecting lower cap rates than their suburban counterparts, it is reasonable to select the low end of the range, i.e., 6% of the fee simple land value:

\[ \$4,535,000 \times 6.0\% = \$272,100/Year, \text{ or } \$22,675/\text{Month} \]

Now, comparing our market rent with the actual contract rent for Tract 1, we see a radical disconnect. Contract land rent in 2017 is $1,415.47/\text{Month}, or $16,985/Year. The *annual* rent is 25% less than the market *monthly* rent. Furthermore, the Tract 1 land lease is not absolute
net but rather, tasks the lessor with payment of annual property taxes. At the 2017 assessment level for Tract 1 ($813,758), the property tax is $19,181, which is 113% of annual contract rent. This results in a negative NOI (Net Operating Income) of -$2,196.

Recalling the discussion of property taxes from page 6 of the report, we noted that the taxable assessment of $813,758 equates to $12.20 per square foot of Tract 2; this figure is roughly 18% of the tract’s current market value in fee simple interest. This is an important consideration in the valuation of Tract 2’s leased fee value as there is substantial risk of an increase in assessment, which would generate an annual tax burden much greater than the current land rent and result in a much higher, negative NOI. For example, if the assessment were increased to 50% of market value, or $2,267,500 ($4,535,000 x 50% = $2,267,500), the annual tax would escalate to $50,614; and leave a negative NOI of -$33,629 (versus -$2,196 at current assessment).

This scenario presents an enormous marketing challenge for Tract 2 as an investment. Even considering the high underlying land value at present ($68.00 per square foot) and the potential reversion value in 2086, an investor would balk at the heavy annual outflows in excess of $33,000, which would total a minimum of $2,320,400 over the remaining 69-year term. Result is that the market value of the leased fee would be depressed to a nominal amount.

Assuming a land value growth of 1% per year for the remaining term, our reversion value would escalate to $9,010,566, rounded to $9,000,000. This is roughly 200% of the current fee simple value. Discounting the reversion value at a safe rate of 3% annual for the 69 years results in a net present value (NPV) of $1,170,777.

Likewise, discounting the annual cash outflows of $33,629 for the remaining term results in a NPV of -$1,004,399. Therefore:

\[
\begin{align*}
\text{NPV of Reversion Land Value:} & \quad $1,170,777 \\
\text{NPV of Annual NOI for 69 Years:} & \quad -$1,004,399 \\
\text{NPV of the Leased Fee:} & \quad $166,378 \\
\text{Rounded,} & \quad $165,000
\end{align*}
\]
Reconciliation:

The subject property is a 4.59-acre site located in the West CBD of St. Petersburg, Florida. It is marginally improved with paving and other incidental sitework. The appraisal is based upon the hypothetical condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city. Including the right-of-way increases the site’s buildable land area by approximately 37,000 square feet.

The subject property was subdivided into north (Tract 1) and south (Tract 2) sections for analytical and valuation purposes. This was dictated by the long-term encumbrance on Tract 2 (land lease), which essentially precluded fee simple uses for the next 69 years. The north portion (Tract 1) is an entire city block itself and is, of course, a stand-alone, development tract in fee simple interest.

The CBD market has exhibited explosive growth in terms of activity and land prices over the last 4 years and is clearly one of the strongest sub-markets in the Tampa Bay area and beyond. The subject site is flanked by two current multi-family projects and a third in the design stage. Highest and best use (Tract 1) was concluded to be multi-family residential development with street-level retail. Tract 2 has a highest and best use as a “land bank”, which is the only apparent use for the leased fee at this time.

The cost approach was omitted from the appraisal due to the lack of building improvements and the determinations of highest and best use.

The sales comparison approach is normally the only reliable method of valuing fee simple CBD sites in this market; this approach has been applied and the unit of measure was price paid per square foot of land area. This was the singular approach applied to Tract 1; 4 of the 6 comparable sales focused upon a unit value of $71.50 per square foot, which led to a conclusion of market value of $9,525,000.

The sales comparison approach was also applied to Tract 2 (as though fee simple) as the initial step in the DCF analysis of the leased fee property. Again, 4 of the 6 sales focused upon a unit value of $68.00 per square foot, which led to a conclusion of market value (fee simple) of $4,535,000.

The income capitalization approach has been applied only in the valuation of Tract 2, which is encumbered by a long-term land lease; valuation of the leased fee is most properly addressed by the income method known as discounted cash flow analysis (DCF). Beginning with the estimation of fee simple value of $4,535,000 we learned that the current contract...
rent for Tract 2 was a fraction of market value with the added disadvantage for the lessor of responsibility for property tax payments. Making some reasonable assumptions regarding potential tax burden and future land value at reversion (2086), we constructed a DCF model wherein the NPV of the land reversion barely exceeded the NPV of the annual cash outlays by the lessor. This resulted in a nominal leased fee value estimate of $165,000 for Tract 2.

In the final reconciliation, I have placed singular weight on the sales comparison approach for Tract 1 and singular weight on the DCF analysis for Tract 2 as the only two reasonable methodologies for these two distinctive portions of the defined subject property.

I have estimated prospective **market value of the total subject property** “AS IS”, in fee simple and leased fee interests, as of March 1, 2017, at $9,690,000.

Allocation of value is as follows:

- Tract 1; North Section (Fee Simple): $9,525,000
- Tract 2; South Section (Leased Fee): $165,000
CERTIFICATION

This is to certify that, upon request for valuation by Bruce Grimes, Director, City of St. Petersburg, I have personally inspected, collected, and analyzed various data, and appraised the fee simple and leased fee interest of the CBD Site; 4.59 Acres MOL (WEBB CITY REPLAT, Lots 1 thru 3, Block 1) located at 800 1st Avenue South, St. Petersburg, Florida 33701. The property is more fully described in the attached report.

I certify that, to the best of my knowledge and belief:

♦ The statements of fact contained in this report are true and correct.

♦ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

♦ I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

♦ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

♦ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

♦ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

♦ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

♦ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Profes-
sional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

- I have made a personal inspection of the property that is the subject of this report.

- No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

The appraiser is qualified to appraise this property with respect to the Competency Provision of USPAP.

The appraiser has not appraised nor provided other professional services for the subject property in the last three years.

This certificate is in accordance with the Uniform Standards of Professional Appraisal Practice Standard Rule 2-3 and with the Appraisal Institute's Supplemental Standards of Professional Practice.

The reader should review the assumptions and limiting conditions included in this report, including the special hypothetical condition concerning the city right-of-way.

C. Richard Tobias, MAI
State-Certified General Real Estate Appraiser RZ705
1. The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced. Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

2. The conclusions as to market value contained herein represent the opinion of the undersigned and are not to be construed in any way as a guarantee or warranty, either expressed or implied, that the property described herein will actually sell for the market value contained in this opinion.

3. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

4. The property is appraised free and clear of all encumbrances, unless otherwise noted.

5. No survey of the property was made or caused to be made by the appraiser. It is assumed the legal description closely delineates the property. It was checked with public records for accuracy. Drawings in this report are to assist the reader in visualizing the property and are only an approximation of grounds or building plan.

6. It is assumed that there are no hidden or unapparent conditions of the property's subsoil or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. Subsurface rights (minerals, oil, or water) were not considered in this report.

8. Description and condition of physical improvements are based on visual observation. As no engineering tests were conducted, no liability can be assumed for soundness of structural members.
9. All value estimates have been made contingent on zoning regulations and land use plans in effect as of the date of appraisal, and based on information provided by governmental authorities and employees.

10. It is assumed that there is full compliance with all applicable federal, state, and local environmental laws and regulations, unless noncompliance is stated, defined, and considered in the appraisal report.

11. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any government or private entity or organization have been obtained or renewed for any use on which the value estimate contained in this report is based.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

14. Appraisal does not constitute an inspection for compliance with local building, fire, or zoning codes. Reader is advised to contact local government offices to ensure compliance with applicable ordinances.

15. This appraisal report covers only the premises herein; and no figures provided, analysis thereof, or any unit values derived are to be construed as applicable to any other property, however similar they may be.

16. Certain data used in compiling this report was furnished by the client, his counsel, employees, and/or agent, or from other sources believed reliable. However, no liability or responsibility may be assumed for complete accuracy.

17. An effort was made to verify each comparable sale noted in the report. There are times when it is impossible to confirm a sale with the parties involved in the transaction; all sales are confirmed through public records.

18. This appraisal has been prepared solely for the exclusive benefit of the client, addressee of the report. It may not be used for any purpose by any person other than the party to whom it is addressed, without the written consent of the appraiser, and in any event only with the proper written qualification and only in its entirety.
19. Estimates of expenses, particularly as to assessment by the County Property Appraiser and subsequent taxes, are based on historical or typical data. Such estimates are based on assumptions and projections which, as with any prediction, are affected by external forces, many unforeseeable. While all estimates are based on my best knowledge and belief, no responsibility can be assumed that such projections will come true.

20. Responsible ownership and competent property management are assumed.

21. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field.
QUALIFICATIONS
C. RICHARD TOBIAS, MAI

EDUCATION:

B.A., 1971, Boston College School of Arts and Sciences

Have passed or received credit for the following courses sponsored by the Appraisal Institute.

1A-1 Real Estate Appraisal Principles
1A-2 Basic Valuation Procedures
1B-1 Capitalization Theory and Techniques
2-1 Case Studies in Real Estate Valuation
2-2 Valuation Analysis and Report Writing
2-3 Standards of Professional Practice
6 Investment Analysis

Attended numerous seminars sponsored by American Institute of Real Estate Appraisers (now Appraisal Institute), Society of Real Estate Appraisers (now Appraisal Institute), Florida State University, National Association of Mutual Savings Banks, and other financial institution associations. Most recent appraisal course was Uniform Standards for Federal Land Acquisitions (June 2010), sponsored by the Appraisal Institute. Most recent seminar was National USPAP Update (April 2016).

Florida State-Certified General Real Estate Appraiser RZ705

Expert witness in appraisal of real estate and businesses --
Circuit Court of Florida, Sixth District
Federal Court, Middle District of Florida

BUSINESS EXPERIENCE:

2015 to Present: Manager/owner, Tobias Realty Advisors, LLC, a firm specializing in appraisal and consulting in commercial and investment real estate in west central Florida.

1987 to 2015: Independent Contractor associated with Valuation Services, Inc. and Tobias Realty Advisors, LLC, firms specializing in appraisal and consulting in commercial and investment real estate. Assignments have included appraisal of a variety of commercial, industrial, and investment properties, as
well as vacant land. Areas of specialization include churches, schools, convenience food/gasoline outlets, restaurants, retail centers, industrial, offices, medical/dental clinics, apartments, and lodging facilities. Appraisal assignments have been prepared for financing, litigation, sale/purchase, and other functions.


1979 to 1980: Associate Appraiser with L. T. Bookhout, Inc., Real Estate Appraisal and Consultation. Assignments included industrial facilities, special purpose properties, undeveloped land tracts, as well as historically significant properties being acquired by the National Park Service.

1977 to 1979: Commercial Loan Analyst/Appraiser with Poughkeepsie Savings Bank. Duties included appraisal of residential and commercial properties for mortgage loan purposes; review and recommendation of commercial loans to Board of Directors; field inspection and analysis of investment properties in Southeast and Southwest United States.

1975 to 1977: Associated with Dutchess County Department of Real Property Tax and City of Beacon, New York in the assessment of properties for ad valorem taxation purposes.

1973 to 1975: Owned and operated masonry contracting firm specializing in custom residential fireplaces, accent walls, exterior facades, etc.

Independently registered Real Estate Broker -- State of Florida; BK348850

PROFESSIONAL AFFILIATIONS:

MAI, Appraisal Institute
Realtor, Florida Gulfcoast Commercial Association of Realtors (FGCAR)

The Appraisal Institute conducts a program of continuing education for its designated members. MAI's who meet the minimum standards of this program are awarded periodic educational certification. C. Richard Tobias is currently certified under this program.

2013 President, Florida Gulf Coast Chapter of Appraisal Institute
ADDENDA
APPRAISAL AGREEMENT

THIS APPRAISAL AGREEMENT, ("Agreement"), made and entered into by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("City") and TOBIAS REALTY ADVISORS, LLC ("Appraiser"), (collectively, "Parties"): 

WITNESSETH

WHEREAS, the City desires to obtain an appraisal substantially in compliance with the appraisal instructions set forth in Exhibit "A", attached hereto, for the real property described in Exhibit "B" ("Property"), attached hereto and made a part hereof; and

WHEREAS, the Appraiser represents that the Appraiser is authorized and qualified to make such appraisal in accordance with recognized appraisal practices and standards and is a currently certified by the State of Florida as a Certified Appraiser.

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties hereto agree as follows:

1. RECITALS. The above recitals are true and accurate and are incorporated herein.

2. EFFECTIVE DATE; FACSIMILE. The effective date of this Agreement shall be the latest of the dates that the Appraiser and the appropriate City signatories have approved and signed this Agreement ("Effective Date"). A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

3. APPRAISAL COMPLETION DATE; DELIVERY.
   A. Completion Date. The Appraiser, in conformance with recognized appraisal practices, shall perform the appraisal of the Property and prepare three (2) copies, one unbound and two bound, of the appraisal report ("Appraisal Report") on or before March 7, 2017 ("Completion Date"). Unless otherwise specified herein, the Appraisal Report shall include the market value of any and all interests and rights held by anyone, including but not limited, to leasehold interests and any market rent.
   
   B. Delivery. Appraiser shall not deliver the Appraisal Report to the City until notifying City of its completion.

4. INSPECTION BY SUPERVISING APPRAISER. The undersigned appraiser, as supervising appraiser or as any status requiring the co-signing of the appraisal report, does hereby affirm the undersigned appraiser has physically and personally inspected the subject property and the individual properties used as comparable sales.

5. LATE COMPLETION. The Appraiser agrees that, in the event the Appraiser fails to complete said Appraisal Report by the Completion Date, the City may assess liquidated damages in the amount of one quarter of one percent (0.25%) of the Appraisal Fee, as set forth below, up to a maximum liquidated damages of $300.00 per day, for each day or part of a day beyond which said reports remain uncompleted. Said assessment shall be deducted from the amount to be paid to the Appraiser by the City. The Completion Date may be extended without assessment of liquidated damages only with the written approval of the City.
APPRAISAL FEE. In consideration for the performance of said appraisal services and furnishing of said Appraisal Report, the City shall pay the Appraiser the sum of Twenty-Eight hundred dollars ($2,800.00) within thirty (30) days following the receipt by the City of an invoice for the amount. The Appraiser agrees to update the Appraisal Report at no cost within one (1) year.

6. APPRAISER'S TESTIMONY. In the event the testimony of the Appraiser is required in any legal proceeding in connection with the City's use of the Appraisal Report, the Appraiser agrees to appear as a witness on behalf of the City and to accept as compensation from the City the sum of TWO HUNDRED AND 00/100 ($200.00) for each half day or less required attendance in court and for preparation in connection with such appearance.

7. TERMINATION. If through any cause, the Appraiser shall fail to fulfill in a timely and proper manner the Appraiser's obligation under this Agreement, the City shall have the right to terminate this Agreement upon the giving of five (5) working days written notice to the Appraiser of said termination and the City shall be relieved of all other obligations hereunder.

8. ENTIRE AGREEMENT. The drafting, execution and delivery of this Agreement by the Parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, unless expressly referred to herein.

9. NO MODIFICATIONS. This Agreement may not be modified unless such modification is in writing and signed by both Parties hereto.

10. NO DISCRIMINATION. The Appraiser shall not discriminate against anyone in the performance of duties under this Agreement because of race, color, religion, age, sex or national origin.

11. INDEMNIFICATION. The Appraiser agrees to pay, indemnify, save and hold the City harmless from any and all claims, demands, damages, loss or liability, actions and suits occurring by reason of any act, error or omission in professional services rendered or that should have been rendered by the Appraiser, its officers, agents, consultants, employees or subcontractors or by any other person or whose acts, errors or omissions the Appraiser is responsible and arising out of the Appraiser's conduct as a real estate appraiser or occurring by reason of any injury to any person or property occasioned by an act or omission, neglect or wrong doing of the Appraiser or any of Appraiser's agents, consultants, employees or subcontractors or by any other person for whom the Appraiser is responsible and the Appraiser shall, at Appraiser's own cost and expense, defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the services rendered by the Appraiser.

12. DEFAULT. If any claim, demand, liability, damage, loss, action or suit of any nature whatsoever arises due to the breach of, out of, or because of this agreement by the Appraiser, its agents, consultants, employees or subcontractors or due to any action or occurrence of omission or commission of the Appraiser, its agents, consultants, employees or subcontractors the City may, in its discretion, immediately and permanently suspend the Appraiser from its appraiser rotation list without penalty to the City.

13. APPLICABLE LAWS. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed on the date(s) as expressed hereinafter.

WITNESSES AS:

Sign: ____________________________
Print: ____________________________
Shin: ____________________________

TO APPRAISER:

TOBIAS REALTY ADVISORS, LLC

By: ____________________________
C. Richard Tobias, MAI
Date

CITY OF ST. PETERSBURG

By: ____________________________
Bruce Grimes, Director
Real Estate and Property Management
as Mayor's Designee

AS TO CITY:

ATTEST:

Chan Srinivasa, City Clerk
Date

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: ____________________________
RICHARD B. BADGLEY

APPROVED AS TO FORM:

City Attorney (Designee)

By: ____________________________
RICHARD B. BADGLEY

Assistant City Attorney

Assistant City Attorney
EXHIBIT "A"

APPRaisal INSTRUCTIONS

Appraise the market value of the entire subject parcel subject to a 99 year lease on Lot 3. Lot 3 is improved with a parking lot and is leased to the abutting property owner until 2086.
EXHIBIT "R"

Property Address: 800 – 1st Avenue South, St. Petersburg, FL

Parcel ID No: 19/31/17/95365/001/0010

Legal Description: Lots 1 thru 3, Block 1, WEBB CITY REPLAT
<table>
<thead>
<tr>
<th>LICENSE NUMBER</th>
<th>RZ705</th>
</tr>
</thead>
</table>

The CERTIFIED GENERAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2018

TOBIAS, CHARLES R JR
723 20TH AVE N
ST PETERSBURG FL 33704

ISSUED: 10/02/2016
DISPLAY AS REQUIRED BY LAW
SEQ # L1610020005606
APPRAISAL OF

CBD SITE; 3.06 ACRES MOL
(WEBB CITY REPLAT, LOTS 1 AND 2, BLOCK 1)
800 1ST AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
(8132)

FOR

ALFRED WENDLER, DIRECTOR
REAL ESTATE AND PROPERTY MANAGEMENT
CITY OF ST. PETERSBURG
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731
September 19, 2018

Alfred Wendler, Director
Real Estate and Property Management
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Dear Mr. Wendler:

Re: Appraisal of CBD Site; 3.06 Acres MOL
(WEBB CITY REPLAT, Lots 1 and 2, Block 1)
800 1st Avenue South, St. Petersburg, Florida 33701

As requested, I have made a detailed investigation, analysis, and appraisal of the fee simple interest of the referenced property, legally described later in the report. This Appraisal has been prepared for our client and intended user, City of St. Petersburg, as an aid in asset management and/or possible disposition (intended use).

In my opinion, the fee simple interest of appraised property, CBD Site; 3.06 Acres MOL (WEBB CITY REPLAT, Lots 1 and 2, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701, had a market value “AS IS”, as of the effective date, September 8, 2018, of EIGHT MILLION DOLLARS ($8,000,000).

1: The Appraisal was based on the Hypothetical Condition that subject property’s zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (Exhibit B), which includes office, hotel, street retail, and support parking garage. Absent this hypothetical condition my opinion of market value would have been significantly higher.

2: The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced.

Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

The appraiser is in compliance with the Competency Provision of USPAP with respect to this property. The report is an Appraisal Report, which has been prepared in compliance with the provisions of USPAP, FIRREA, and the specific contractual requirements of the client, City of St. Petersburg. The appraiser had previously appraised the subject property (without Hypothetical Condition 1 above) for the City of St. Petersburg on March 1, 2017.

Respectfully submitted,

TOBIAS REALTY ADVISORS, LLC

C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705
AERIAL VIEW FROM NORTH

SUBJECT TRACT FROM SW CORNER LOOKING NE
RIGHT HALF OF 2ND AVENUE SOUTH TO BE VACATED AS PART OF SUBJECT; VIEW IS LOOKING WEST TOWARD ML KING STREET

UPC INSURANCE OFFICE DUE SOUTH OF SUBJECT
URBAN STYLE FLATS SOUTHWEST OF SUBJECT

930 CENTRAL FLATS NEARING COMPLETION IN BLOCK TO WEST
HERMITAGE APARTMENTS (2016) EAST OF SUBJECT

NEW PARKING GARAGE, PUBLIX MARKET, AND CHIHULY GALLERY
SOCIAL SECURITY OFFICE AND GARAGE NORTH OF SUBJECT

HISTORIC BANK BLOCK (ICON UNDER CONSTRUCTION) AT 801 CENTRAL
APPRAISAL REPORT

Property Identification: CBD Site; 3.06 Acres MOL (WEBB CITY REPLAT, Lots 1 and 2, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701; the whole-block site is located south of 1st Avenue South and between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg, Pinellas County, Florida.

Client: Alfred Wendler, Director
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Client Type: A municipality

Appraiser: C. Richard Tobias, MAI
State Certified General Real Estate Appraiser, RZ705

USPAP Competency: Appraiser has 38 years of experience in commercial properties in Pinellas County, including City of St. Petersburg

Purpose of the Appraisal: To provide the client with an opinion of market value “as is” as defined by the Interagency Guidelines.

Market Value is “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and, the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

1 Interagency Appraisal and Evaluation Guidelines, Department of the Treasury; December 2010.
Intended Use: For the sole purpose of providing the client, City of St. Petersburg, an opinion of current market value as aid in asset management and/or possible disposition

Intended User: City of St. Petersburg

Interest Valued: Fee Simple

Property Owner: City of St. Petersburg

3-Year Sales History: Subject property has been under municipal ownership for several decades; there has been no active marketing of the property in the last three years

Date of Inspection: September 8, 2018

Effective Date of Value (AS IS): September 19, 2018

Scope of Work:
- Inspection of the subject property;
- Analysis of regional and neighborhood data with emphasis upon the market for major CBD sites in St. Petersburg;
- Description of property and incidental improvements;
- Analysis of zoning, utilities, services, property taxes, site, and Hypothetical Condition 1 regarding excluded uses;
- Highest and best use analysis;
- Sales comparison approach utilizing recent comparable sales in the local market; adjustments were made to the comparable sales where they materially differed from the subject property; comparables were analyzed on basis of price per square foot of land area; comparables were ranked based on their overall comparability;
- Reconciliation of the methodology and data to provide conclusion of market value of the site “as is” in fee simple.

Legal Description:

Lots 1 and 2, Block 1, WEBB CITY REPLAT, according to the map or plat thereof as recorded in Plat Book 90, Page 74, Public Records of Pinellas County, Florida.

Zoning:

DC-1, Downtown Center; St. Petersburg; this is a zoning category applied to many parcels located in the St. Petersburg CBD; permitted uses include multi-family residential, hotel, office, restaurant/bar, retail sales, banks, service businesses, museums, child care facility, schools, and government buildings; all projects within the Downtown Center districts may utilize bonuses to receive greater development rights (Base FAR is 3.0); these bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights; sites receiving bonus FAR shall not exceed the Maximum Intensity allowed for the site.

Minimum setback on street face is 0 feet, which increases to 10 or 20 feet as the building height increases, the height triggering the greater setbacks varies from 20 to 200 feet. Minimum setbacks between buildings range from 0 to 80 feet, depending on the specific district, the abutting wall, and the building height.

Parking varies depending on use and location. For example, offices are required to have one parking space for each 500 square feet in the “Downtown Center.”; retail uses have the same minimum requirement of 1 space per 500 square feet.
Hypothetical Condition 1 specifically excludes multi-family residential as a permitted use for subject property.

Land Use Plan: CBD/Activity Center; consistent with the zoning designation in place

Tax Parcel Number: 19-31-17-95365-001-0010 (Part)

Property Assessment (2018): N/A; not separately assessed

Millage Rate (2018): 22.0150

Real Estate Taxes (2018): N/A; exempt
Neighborhood Description: St. Petersburg is the largest municipality (258,449 residents as of 2017) in Pinellas County and lies at the southern tip of the Pinellas peninsula; it comprises 26.7% of the county’s population (968,279). The city’s population had remained relatively stable for the last 20 years. Pinellas County, on the other hand, exhibited a 16.9% population growth in the 1980’s and 8.2% in the 1990’s; since 2010 the county population grew 5.6%. St. Petersburg, with a burst of development activity since 2012, has also grown its population by 5.6% over the last 7 years.

The subject property is located one block south of Central Avenue immediately east of ML King Street South in the West CBD; the neighborhood to the west is now known as the Edge District, a mixed-use corridor along Central Avenue, extending west to I-275. In the immediate neighborhood Central Avenue is a 2-lane roadway with diagonal street parking and upgraded streetscape improvements (landscaped islands, antique lamps, roundabout at 11th Street, etc.). Much of this work was done in the 1990’s during the initial years of Tropicana Field and the Tampa Bay Rays. Traffic volume is relatively light on Central Avenue, roughly 5,700 cars per day but represents a 22% increase in the last 4 years.

The West CBD and Edge District feature a number of local businesses, many of which have started in the last 10 to 15 years. These include offices, restaurants, clubs, cafes, boutique shops, furniture outlets, and general retail. There had been considerable turnover of owners and tenants in the small, older, commercial buildings lining Central Avenue in this area, particularly during the recent national recession. Many of the original businesses in the area were attracted as part of the opening of Tropicana Field and the expected demand for goods and services generated by fan traffic. Other than Ferg’s, a popular sports bar, many of these businesses have closed or converted to other uses not specifically reliant on the sports venue. Since 2013 however, the business climate in the Edge has matured, stabilized, and improved much like the greater CBD in St. Petersburg. Many of the retail, gallery,
and entertainment businesses now located in the Edge have responded to the explosive population growth in the downtown area. The Edge has fostered its own residential eruption in the last 2 years. In early 2018 we find two projects underway at 16th Street, which will add another 462 multi-family units and the 1701 Central Avenue site was just acquired (see Land Sale 8), which will yield 243 units and street-level retail.

And in 2017 we see major residential development occurring west of ML King Street; Bainbridge Companies is nearing completion of 930 Central Flats, a 218-unit, 5-story, rental project (See Land Sale 4 later in report). Even closer to the subject is The Hermitage, a 348-unit mid-rise, recently completed in the block adjacent east of the subject (see land Sale 2); a multi-level parking garage with Publix supermarket and Chihuly Collection gallery was completed in 1st Quarter 2017 in the 700 Block if Central Avenue due north of The Hermitage.

Adding to the sudden resurgence of the West CBD was the December 2016 acquisition of the long-dormant Union Trust tract at 801 Central Avenue (see Land Sale 3) by the Related Group for $9.18 million; this 7 and 15-story project (Icon Central) will include street level retail and restaurant in the historic bank building and 368 rental units on a 2.49-acre site two blocks north of the subject. It is scheduled for completion in mid-2019.

Immediate south of the Union Trust tract is the Social Security Administration office with two-level parking garage; this facility is due north of the subject site. Northeast of the Social Security office is Morean Arts Center.

1st Avenue South, which lies one block south, is the inbound, 3-lane (one-way) artery serving the CBD; it carries 10,082 cars per day; 1st Avenue North, which lies one block north, is the outbound CBD artery; the outbound road carries approximately 11,333 cars per day.
The Tropicana Field Commercial District (Edge District), a well-established but evolving corridor of local business and multi-family residential uses lying in the west section of the CBD from ML King Street west to 16th Street. ML King and 16th Streets are major, 4-lane, north/south arteries linking the CBD with areas in the northeast and southeast sections of the city.

Interstate 275, which extends north and south through St. Petersburg, lies 0.7 miles west of the subject with an access ramp at 5th Avenue North (0.8 miles northwest of subject); I-375 is the short spur section flanking the north limits of the CBD; I-175 is the spur at the south limits, which lies just south of Tropicana Field; Tropicana Field, home of the Tampa Bay Rays (MLB) is situated 0.3 miles southwest of the subject property.

The CBD is home to many large, corporate employers and the city’s largest office facilities. Progress Energy (now Duke Energy) purchased the downtown site of the Florida International Museum from the city and constructed a 226,800-square foot office complex in the northeast quadrant of the CBD. This user facility was completed in 2006 and represents the last office development in Downtown.

Luxury, waterfront units continue to be developed along St. Petersburg’s Bayfront area. Anchoring the east central section of the subject neighborhood is Bayfront Tower (258 units), a 29-story residential condominium built in the 1970’s which has a commanding view of St. Petersburg’s waterfront. After several decades as the only luxury condominium in downtown, there are now four major residential projects recently completed in the northeast sector of the CBD. These include Florencia, a 50-unit, 21-story condominium (2000); Cloisters, a 14-story, 32-unit condominium (1999); and Vinoy Place and City Homes adjacent to the resort on 5th Avenue NE (105 units). Parkshore Plaza is a 29-story condominium tower with townhouse units over commercial space at the perimeter, located at Beach Drive and 3rd Avenue North; the
120-unit project was completed in 2006. Three additional condominium projects, Ovation, Signature Place, and 400 Beach, were completed at the end of the boom period in the 2000’s. The five-star, Vinoy Renaissance Resort Hotel is located on the Bayfront at 5th Avenue NE.

The predominant use south of the CBD is institutional, with University of South Florida St. Petersburg campus (0.6 miles southeast of subject) sitting along the north and west of Bayboro Harbor. A US Coast Guard base and a US Army Reserve Training base are also located in the Bayboro area. Bayfront Health St. Petersburg (480 beds) is just 0.3 miles southeast and All Children’s (216 beds) had adjoining campuses along 6th Street South; All Children’s then abandoned its old facility and constructed a 259-bed, 1M-square foot hospital just north of Bayfront; the $300M project, which includes a 1,000-space parking garage, was completed in late 2009.

Just west of Bayfront Health and All Children’s Hospital is a mid-sized, multi-tenant, medical office and Staybridge Suites Hotel (119 rooms); the latter (built in 2014) was acquired by an investor in July 2017 for $20,500,000. A townhouse project will be built on a 40,000-square foot site near Bayfront; land cost here in June 2018 was $33.75 per square foot.

Another important attractor for the West CBD is St. Anthony’s Hospital (member of Baycare health network), a 393-bed facility located 0.4 miles northwest of the subject between 9th Avenue and 5th Avenue North (west of M.L. King Street).

From 2012 through 2017 the CBD core market began a strong resurgence with a total of $80 million of land purchases; these transactions involved 13 prime CBD parcels, which were acquired for apartments, condominiums, hotels, and mixed-use projects.
The reader is referred to two charts found in this section of the report. **Multi-Family Inventory By Type** illustrates the pro rata breakdown between “For Sale” units (Condominiums and townhouse/PUD) and rental units. The rental segment currently represents 54.4% of the total inventory as a result of 1,966 apartments constructed since 2000. That quantity represents 76% of the total rental inventory of units built since 1975. Stated differently, absent the 1,966 apartments built since 2000, the “For Sale” ratio of total units would have been 78%.

The trend toward a higher ratio of rental units is a nationwide phenomenon and based upon the pipeline of units under construction and planned in DTSP, it will grow to nearly 60% in the next few years. For example, the rental units under construction outnumber “For Sale” units 3 to 1; and among planned units the ratio is 1.56 to 1.

The total growth in multi-family inventory over the next few years will be 2,984 units; two-thirds (67%) of the total will be rental units and the balance, 976 units (33%) will be either condominiums or townhouses.

Referring to the second chart, **Multi-Family Inventory By Age**, we see the changes in the types of units developed over the decades as markets and tastes changed. There was a moderate burst of rental and condominium development in the 1975-1990 era followed by a decade of minimal growth in the 1990s (104 units total).

This was followed by the crazed growth of the early 2000s where 1,299 For Sale units were built, representing 97% of the total inventory. This was the dynamic that resulted in numerous failures and foreclosures, wherein we find some of these projects (see The Sage) built in 2007 undergoing a second sellout in the years 2013 through 2017.

The 2009-2017 period was much more disciplined on the For Sale side with just 451 units (19% of total inventory).
The over-building, if any, had switched to the rental submarket with 1,928 units (81% of total).

The largest entry into the Edge market was the 358-unit, rental apartment complex (Fusion 1560), which was completed in 2011 on a 3.24-acre site at Central Avenue and 16th Street, adjacent north of Tropicana Field. This ambitious project by an Ohio-based developer is a 5-story structure surrounding a massive, concrete parking garage. The property was acquired in 2007 at a land coast of $68.75 per square foot (including engineering plans, etc.). There were also some extraordinary land development costs for this site, which abuts Brooker Creek. This property was purchased by a Chicago-based investment fund for $57.5 million, or $160,615 per unit in 2015; in June 2018 Fusion sold again for $81.1 million ($226,536 per unit), representing a 41% increase in 3 years.

A similar sized apartment complex in the CBD, Beacon 430 (326 units), was acquired in September 2015 for $84.5 million ($259,202 per unit). East of Beacon 430 a 358-unit complex (Aer), which is now Camden Pier District, was sold in January 2018 for $126,300,000, or $352,793 per unit; this site was purchased in 2014 at $67.22 per square foot (see Land Sale 1). In the northeast CBD a 309-unit, midrise project, Cottonwood Bayview, sold in 2016 for $77,550,000, or $250,971 per unit.

Immediately east of the subject site The Hermitage was completed in 2017; this 348-unit apartment project is 8 stories with adjacent parking garage; the 2-acre, city block site was purchased in April 2014 for $5.25 million, or $59.66 per square foot (see Land Sale 2).

The St. Petersburg CBD is an area that has been completely transformed in the last 10 years. The most dramatic change has been the introduction of several thousand multi-family housing units in the form of townhouses, city homes, high-rise condominiums, and rental apartments. The majority of these units are high quality,
high cost homes that have attracted upper income residents from the Tampa Bay area and far beyond.

Since 2012 the downtown St. Petersburg market has been explosive in its recovery. In fact, prime CBD land prices ($150 to $200 per square foot) have far exceeded the levels of the 2004-2005 boom. St. Petersburg’s CBD has reached a critical mass in the last 10 years in terms of new residents, employers, entertainment venues, and international reputation such that, it is now leading the county and Tampa Bay area in the sustained market recovery.
## Multi-Family Inventory by Type

**Downtown St Petersburg/2018**

<table>
<thead>
<tr>
<th></th>
<th>Existing Units</th>
<th>As % of Total Units</th>
<th>Units Under Construction</th>
<th>As % of Total Units</th>
<th>Proposed Units</th>
<th>As % of Total Units</th>
<th>Total Units</th>
<th>As % of Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condominium</td>
<td>1,910</td>
<td>40.2%</td>
<td>253</td>
<td>20.0%</td>
<td>669</td>
<td>39.0%</td>
<td>2,832</td>
<td>36.6%</td>
</tr>
<tr>
<td>Townhouse/PUD</td>
<td>257</td>
<td>5.4%</td>
<td>54</td>
<td>4.3%</td>
<td>0</td>
<td>0.0%</td>
<td>311</td>
<td>4.0%</td>
</tr>
<tr>
<td>Total For Sale Units</td>
<td>2,167</td>
<td>45.6%</td>
<td>307</td>
<td>24.2%</td>
<td>669</td>
<td>39.0%</td>
<td>3,143</td>
<td>40.6%</td>
</tr>
<tr>
<td>Rental Apts (built after 1975)</td>
<td>2,581</td>
<td>54.4%</td>
<td>961</td>
<td>75.8%</td>
<td>1,047</td>
<td>61.0%</td>
<td>4,589</td>
<td>59.4%</td>
</tr>
<tr>
<td>Total For Sale &amp; Rental</td>
<td>4,748</td>
<td>100.0%</td>
<td>1,268</td>
<td>100.0%</td>
<td>1,716</td>
<td>100.0%</td>
<td>7,732</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
## Multi-Family Inventory By Age

**Downtown St Petersburg/2018**

<table>
<thead>
<tr>
<th></th>
<th>Existing Units</th>
<th>Year Built 1975-1990</th>
<th>As % of Total Units</th>
<th>Year Built 1991-1999</th>
<th>As % of Total Units</th>
<th>Year Built 2000-2008</th>
<th>As % of Total Units</th>
<th>Year Built 2009-2017</th>
<th>As % of Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condominium</td>
<td>1,910</td>
<td>339</td>
<td>36.9%</td>
<td>32</td>
<td>30.8%</td>
<td>1,132</td>
<td>84.7%</td>
<td>407</td>
<td>17.1%</td>
</tr>
<tr>
<td>Townhouse/PUD</td>
<td>257</td>
<td>0</td>
<td>0.0%</td>
<td>36</td>
<td>34.6%</td>
<td>167</td>
<td>12.5%</td>
<td>44</td>
<td>1.8%</td>
</tr>
<tr>
<td>Total For Sale Units</td>
<td>2,167</td>
<td>339</td>
<td>36.9%</td>
<td>68</td>
<td>65.4%</td>
<td>1,299</td>
<td>97.2%</td>
<td>451</td>
<td>19.0%</td>
</tr>
<tr>
<td>Rental Apts (built after 1975)</td>
<td>2,581</td>
<td>579</td>
<td>63.1%</td>
<td>36</td>
<td>34.6%</td>
<td>38</td>
<td>2.8%</td>
<td>1,928</td>
<td>81.0%</td>
</tr>
<tr>
<td>Total For Sale &amp; Rental</td>
<td>4,748</td>
<td>918</td>
<td>100.0%</td>
<td>104</td>
<td>100.0%</td>
<td>1,337</td>
<td>100.0%</td>
<td>2,379</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
WEBB CITY REPLAT

BEING A REPLAT OF ALL OF BLOCK 42 AND A PORTION OF BLOCK 49, "REVISED MAP OF THE CITY OF ST. PETERSBURG", AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHT OF WAY, SOUTHWEST 1/4, SECTION 49, TOWNSHIP 31 SOUTH, RANGE 17 EAST, ST. PETERSBURG, PINELLS COUNTY, FLORIDA

LEGAL DESCRIPTION

The undersigned hereby certifies that it is in favor of the above-described tract of land herein platted as "WEBB CITY REPLAT", and that it conform to the public all streets and public places shown on this Plat of the said lands.

[Signature]

[Signature]

State of Florida

I hereby certify that on this ___ day of ____________, A.D., 19__, before me personally appeared ____________, and ____________, and that the same is a true and correct abstract of the original Plat of the City of St. Petersburg, Pinellas County, Florida, as recorded in plat book 1, page 49, Public Records of Hillsborough County, Florida.

[Signature]

[Signature]

[Signature]

[Signature]

APPROVED by the Mayor of St. Petersburg, Pinellas County, Florida this ___ day of ___ , A.D., 19__.

[Signature]

APPROVED for the City Council for the City of St. Petersburg, Pinellas County, Florida this ___ day of ___ , A.D., 19__.}

[Signature]

APPROVED for the City of St. Petersburg, Pinellas County, Florida, this ___ day of ___ , A.D., 19__.}

[Signature]
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFH dataset provided by FEMA. This map was exported on 9/19/2018 at 5:54:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFH and effective information may change or become superseded by new data over time.

This map Image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRIM panel number, and FIRIM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Utilities/Services:

Water: City of St. Petersburg
Sewer: City of St. Petersburg
Telephone: Frontier Communications
Police: St. Petersburg Police Department
Fire/EMS: St. Petersburg Fire & Rescue
Public Transportation: PSTA (bus service)

SITE DESCRIPTION:

Physical Location: The flag-shaped site (see plat and aerial photo) is located south of 1st Avenue South between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg

Data Sources: Filed plat (WEBB CITY REPLAT, Plat Book 90, Page 74, Public Records of Pinellas County, Florida); Pinellas County Property Appraiser’s records

Land Area: 133,222 square feet or 3.06 acres MOL

Configuration: Rectangle; entire city block plus vacated ROW for 2nd Avenue South

Primary Frontage: 493.27 feet on south side of 1st Avenue South

Secondary Frontage: 270 feet on both ML King Street and 8th Street South

Depth: 270 feet MOL

Topography/Drainage: Subject site is generally level and slightly above road grade.

Flood Zone Designation: Subject property is located in Flood Zone Zone X-Unshaded, area of minimal flood hazard, according to Federal Emergency Management Agency Map Panel 12103C 0219G; September 3, 2003.
Easements/Encroachments: The filed plat for Webb City Replat indicates the portion of 2nd Avenue South between 8th Street and ML King Street South has been vacated; however, this roadway has never been closed off and is maintained by the city as a 2-way right-of-way; therefore, the appraisal is based on a hypothetical condition (No. 2) that this section of 2nd Avenue South is actually vacated and closed, and thus available for development (See #2 Assumptions and Limiting Conditions).

There is a 20± foot wide alley right-of-way extending from east to west through the middle of the block. Although this could likely be vacated in the event of redevelopment of the entire block, it is unknown what utilities are located within this right-of-way which may need to be relocated in the event the right-of-way was vacated. In some cases developers will maintain a utility easement in a vacated alley to avoid the cost of relocating utilities.

Soil Conditions: Unknown. For purposes of this appraisal it is assumed there are no adverse subsoil conditions, although this is not warranted.

Visibility from Street: Subject site has good visibility from all of its surrounding streets.

Access: Excellent vehicular access due to frontage on 3 streets.

Improvements: Subject currently utilized as surface parking; as such each has incidental/interim use improvements such as asphalt and concrete paving, perimeter fencing, yard lighting, landscaping and other site structures.

Conclusion: Subject comprises an entire city block in the West CBD of St. Petersburg; as such, it is one of the largest assembled tracts in the CBD; this increases its attractiveness and marketability as it eliminates the
tedious process of assembling a large tract from many smaller ownerships in a given area; it also occupies a strategic position between 3 major, multi-family projects in various stages of construction and is adjacent southwest of the recently opened Publix supermarket in the 700 block of Central Avenue.
EXHIBIT B

(Parcel Descriptions and Schematic Designs)
Highest and Best Use:

The subject property is a 3.06-acre, whole-block site in the west CBD. It has many favorable aspects that are balanced by some negative conditions. The positive factors include:

1- Convenient location in West CBD/Tropicana Field neighborhood just east of the emerging Edge District
2- Good access to interstate highway system
3- Dense population in primary market area with strong, recent growth trend
4- Subject site has rectangular shape and excellent access
5- Subject site has excellent support in terms of complementary uses; 3 major, multi-family projects surround the site
6- Area has been upgraded by municipal investments in streetscape
7- One investor has purchased $5.25 million of commercial properties in the Edge District in last 3 years
8- CBD market is enjoying a robust recovery with extensive new development after a lengthy recession, credit crisis and residential collapse
9- $80 Million in land purchases recorded in CBD in last 5 years; nearly all were for apartment developments
10- Three major land purchases in Downtown Core area at prices ranging from $175 to $200 per square foot
11- 1,539 Condominium units completed from 2000 to 2017 in CBD; 669 additional units proposed
12- Recent sellout of The Salvador Condominium (74 units) in 12 months following completion
13- 1,928 New rental units completed since 2009 in CBD with 1,047 either proposed or under construction
14- DC-1 zoning offers broad array of development possibilities with liberal FAR, setbacks, and other requirements
15- Subject site is located in a non-flood prone area
16- Excellent credit and equity availability for major CBD projects
The subject property also has some negative aspects that include:

1- Multi-family residential development excluded by Hypothetical Condition 1
2- Risk associated with overbuilding in a rapidly growing sub-market
3- Investor survey in 2018 indicates recognition of market peak in business cycle

Given the overwhelming positive assessment of the subject property, I have concluded highest and best use (absent Hypothetical Condition 1) to be multi-family residential development with street-level retail; the convenient proximity in the CBD, major employers, entertainment venues, and restaurants offered by this site and the explosive growth of the market are the predominant factors leading to this conclusion.

However, given Hypothetical Condition 1, which excludes multi-family development, and recognizing the proposed site plan (Exhibit B), which reveals a mixed use project of office, hotel, and street-level retail, I would conclude this essentially represents the alternative highest and best use.

Marketability:

Subject’s marketability is rated excellent at this time. This assessment is based on the improving economy, the strength of the CBD market, the size of the subject tract, and other factors enumerated in the highest and best use analysis earlier. Potential buyers include primarily national and regional developers seeking a large, well located, CBD site.

Estimated Marketing Time: 12 months
Estimated Exposure Time: 12 months
Valuation Process:

**Cost approach** was omitted due to the lack of building improvements and the determination of highest and best use.

**Sales Comparison approach** is normally the only reliable method of valuing CBD sites in this market; this approach has been applied and the unit of measure is price paid per square foot of land area.

**Income capitalization approach** has been due to the lack of building improvements and the determination of highest and best use.
**Sales Comparison Approach**

I have selected eight, recent land sales from the St. Petersburg CBD market as the best indicators of subject’s land value. The comparable sales closed between March 2014 and August 2018. The CBD land sub-market has been extremely strong with significant appreciation over this period; therefore, the older sales were adjusted upward for market conditions. The sales reflected cash terms or conventional bank financing and therefore, there was no need for adjustments for favorable financing.

The reader is referred to the *Comparable Land Sales* chart in this section, which summarizes the comparative analysis on a price per square foot basis.

**Sale 1** is the March 2014 acquisition of a large, corner site of 2.87 acres located on 3rd Street South at 4th Avenue South (0.5 miles SE); this sale required a large upward adjustment for market conditions as it closed 4 years ago; this property has since been developed with a high-rise, rental apartment complex with 357 units; location is rated superior to the subject’s as it is just south of the core area where land values now exceed $150 per square foot; upward adjustments were also applied for the single corner position and inferior configuration; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $54.44 for the subject, which is 7.2% below the adjusted mean ($58.66).

**Sale 2** is the April 2014 acquisition of a large, whole-block site of 2.02 acres located on 1st Avenue South at 8th Street (immediate east); this sale required an upward adjustment for market conditions due to appreciation over the last 4 years; this property has since been developed with a mid-rise, 348-unit, rental apartment complex (Hermitage); location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses all other categories revealed neutral comparisons; this sale indicates a unit value of $60.40 for the subject, which is 3.0% above the adjusted mean ($58.66).

**Sale 3** is the December 2016 acquisition of a large, whole-block site of 2.49 acres located on Central Avenue between 8th Street and ML King Street (2 blocks north); this tract is being developed by the Related Group as a 377-unit, rental apartment with street-level retail; first, upward adjustment was made for market appreciation since 2016; location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; a minor downward adjustment was applied under “other” to reflect the nominal contribution of the historic landmark structure (Union Trust Bank) on the site; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-
family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $62.24 for the subject, which is 6.1% above the adjusted mean ($58.66).

**Sale 4** is the August 2016 acquisition of a large, mid-block site of 1.52 acres located on Central Avenue just west of ML King Street (0.1 miles west); this tract is being developed by the Bainbridge Companies as a 218-unit, mid-rise, rental apartment with street-level retail; first, upward adjustment was made for market appreciation since 2016; location/zoning (DC-1) are rated slightly inferior to subject’s; the interior position was rated inferior to subject; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $71.03 for the subject, which is 21.1% above the adjusted mean ($58.66).

**Sale 5** is the September 2016 acquisition of a smaller, part-block site of 1.15 acres located on Arlington Avenue at the NW corner of ML King Street (0.1 miles northwest); this tract is being developed by the Proluxe Properties as a 34-unit, moderate-priced, townhouse project; first, upward adjustment was made for market appreciation since 2016; location/zoning (DC-2) are rated inferior to subject’s; the single-corner position and shallow parcel depth required upward adjustments; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $51.19 for the subject, which is 12.7% below the adjusted mean ($58.66).

**Sale 6** is the August 2016 acquisition of a large site of 2.41 acres located on 6th Avenue South at the NW corner of ML King Street (0.3 miles south); this tract will be developed by the Richman Group as a 132-unit, mid-rise, apartment; first, upward adjustment was made for market appreciation since 2016; location/zoning (CRT-1) are rated much inferior to subject’s; the single-corner position and irregular shape required upward adjustments; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $46.73 for the subject, which is 20.3% below the adjusted mean ($58.66).

**Sale 7** is the August 2017 acquisition of a large site of 1.73 acres located on 1st Avenue North at the NW corner of 16th Street (0.6 miles northwest); this tract is being developed by Devmar as a 211-unit, high-rise, apartment; first, upward adjustment was made for market appreciation since 2017; location/zoning (DC-2) are rated much inferior to subject’s; the single-corner position and irregular shape required upward adjustments; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $53.66 for the subject, which is 8.5% below the adjusted mean ($58.66).
Sale 8 is the August 2018 acquisition of a large, whole-block site of 2.02 acres located at 1701 Central Avenue in the Edge District (0.7 miles west); this tract is being developed by the NRP Group as a 243-unit, mid-rise, apartment; location/zoning (DC-2) are rated inferior to subject’s; the 4-corner tract required a downward adjustment to subject; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $69.55 for the subject, which is 18.6% above the adjusted mean ($58.66).

The adjusted unit values of the 8 comparables range from $46.73 (Sale 6) to $71.03 (Sale 4), resulting in a broad variance of 52%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was $58.66 per square foot and the median was $57.42. Setting aside the two low outliers, Sales 4 and 6, the variance is reduced to 36%.

I have assigned statistical weights to the sales based upon their closing date, proximity and degree of comparability. Sales 2, 3, 4, and 8 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 2.3% greater than the natural mean.

Therefore, based upon my analysis of the 8 comparable sales, I have selected a unit value of $60.00 per square foot for the subject site:

\[
133,222 \text{ sq. ft. } @ \ $60.00 = $7,993,320
\]

Rounded, $8,000,000
<table>
<thead>
<tr>
<th>Sale Number</th>
<th>Subject</th>
<th>Location</th>
<th>Date</th>
<th>OR Book/Page</th>
<th>GRANTOR</th>
<th>GRANTEE</th>
<th>Parcel Number</th>
<th>Price</th>
<th>Size (AC)</th>
<th>Price Per SF</th>
<th>Zoning</th>
<th>Current/Proposed Use</th>
<th>Corner/Interior</th>
<th>Frontage</th>
<th>Depth</th>
<th>Financing</th>
<th>3-Year Sales History</th>
<th>Confirmed By</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>801 1st Av S NE Cor 4th Av S &amp; 3rd St SW Cor 8th St &amp; 1st Av S 801 Central Av</td>
<td>St Petersburg</td>
<td>Sep-18</td>
<td>18427/631</td>
<td>Osprey SP Properties, LLC</td>
<td>CREA 330 Third, LLC</td>
<td>19-31-17-95365-001-0010</td>
<td>$8,402,000</td>
<td>3.06</td>
<td>$27.52</td>
<td>DC-1</td>
<td>Surface Parking</td>
<td>Corner</td>
<td>493</td>
<td>270</td>
<td>Chase Bank</td>
<td>None</td>
<td>Wendy Giffin (Broker)</td>
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<tr>
<td>2</td>
<td>801 Central Av</td>
<td>St Petersburg</td>
<td>Mar-14</td>
<td>18373/1121</td>
<td>The ARC Group, Inc</td>
<td>The Hermitage St. Pete, LLC</td>
<td>19-31-17-93450-000-0030</td>
<td>$5,250,000</td>
<td>2.87</td>
<td>$18.31</td>
<td>DC-1</td>
<td>Rental Apts (357)</td>
<td>Corner (2)</td>
<td>338</td>
<td>400</td>
<td>Cash Sale</td>
<td>None</td>
<td>Pete Apostolou (Seller)</td>
</tr>
<tr>
<td>3</td>
<td>1701 Central Av</td>
<td>St Petersburg</td>
<td>Apr-14</td>
<td>19466/2621</td>
<td>Art Village I, LLC</td>
<td>801 Central St Pete, LLC</td>
<td>19-31-17-74466-041-0050</td>
<td>$9,180,000</td>
<td>2.02</td>
<td>$45.17</td>
<td>DC-1</td>
<td>Historic Bank; Rental Apts (377)</td>
<td>Corner (4)</td>
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<td>Citizens National Bank</td>
<td>None</td>
<td>Matt Flowers (Buyer)</td>
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<tr>
<td>4</td>
<td>1701 Central Av</td>
<td>St Petersburg</td>
<td>Dec-16</td>
<td>19320/1308</td>
<td>EE Central Av Holding, LLC</td>
<td>Rays Parking; Rental Apts (211)</td>
<td>19-31-17-94843-001-0010</td>
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<td>$18.81</td>
<td>DC-1</td>
<td>Multi-Family</td>
<td>Corner (1)</td>
<td>493</td>
<td>220</td>
<td>Jefferson Bank</td>
<td>None</td>
<td>Jonathan Davis (Seller)</td>
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<td>5</td>
<td>1701 Central Av</td>
<td>St Petersburg</td>
<td>Aug-16</td>
<td>19336/1387</td>
<td>Oryx Development, LLC</td>
<td>Rays Parking; Rental Apts (211)</td>
<td>24-31-16-14544-000-0040</td>
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<td>$127.20</td>
<td>DC-1</td>
<td>Multi-Family</td>
<td>Corner</td>
<td>300</td>
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<td>J efferson Bank</td>
<td>None</td>
<td>Jonathan Davis (Seller)</td>
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<tr>
<td>6</td>
<td>1701 Central Av</td>
<td>St Petersburg</td>
<td>Aug-16</td>
<td>19295/1930</td>
<td>5th Avenue Residences, LLC</td>
<td>Rays Parking; Rental Apts (211)</td>
<td>24-31-16-39006-000-0010,0060</td>
<td>$3,600,000</td>
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<td>$310.86</td>
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<td>Corner (1)</td>
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<td>SunTrust Bank</td>
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<td>Ari Ravi (Broker)</td>
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<tr>
<td>7</td>
<td>1701 Central Av</td>
<td>St Petersburg</td>
<td>Aug-16</td>
<td>19725/2407</td>
<td>EE 16th St Holdings, LLC</td>
<td>Rays Parking; Rental Apts (211)</td>
<td>24-31-16-16871-001-0010</td>
<td>$3,270,000</td>
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<td>$136.26</td>
<td>DC-1</td>
<td>Multi-Family</td>
<td>Corner</td>
<td>250</td>
<td>400.00</td>
<td>Hall St Petersburg Cash Sale</td>
<td>None</td>
<td>Stephen Anderson (Seller)</td>
</tr>
<tr>
<td>8</td>
<td>1701 Central Av</td>
<td>St Petersburg</td>
<td>Aug-17</td>
<td>20171/1797</td>
<td>Central Castlefrank FL Holdings, LP</td>
<td>Rays Parking; Rental Apts (211)</td>
<td>24-31-16-72810-001-0010</td>
<td>$7,200,000</td>
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<td>$418.75</td>
<td>DC-1</td>
<td>Multi-Family</td>
<td>Corner (1)</td>
<td>493</td>
<td>220</td>
<td>Hall St Petersburg Cash Sale</td>
<td>None</td>
<td>Lou DeFabrizio (Seller)</td>
</tr>
</tbody>
</table>
SALE #1: NE CORNER 4TH AVENUE SOUTH AND 3RD STREET

SALE #2: SW CORNER 8TH STREET AND 1ST AVENUE SOUTH
SALE #3: 801 CENTRAL AVENUE

SALE #4: 930 CENTRAL AVENUE
SALE #5: NW CORNER ARLINGTON AVENUE & ML KING STREET N

SALE #6: NW CORNER 6TH AVENUE SOUTH & ML KING STREET S
SALE #7:  NW CORNER 1ST AVENUE NORTH AND 16TH STREET NORTH

SALE #8:  1701 CENTRAL AVENUE

SALE #8:  1701 CENTRAL AVENUE
Reconciliation:

The subject property is a 3.06-acre, whole-block site located in the West CBD of St. Petersburg, Florida. It is marginally improved with paving and other incidental sitework. The appraisal is based upon the hypothetical condition (#2) that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city. Including the right-of-way increases the site’s buildable land area by approximately 37,000 square feet.

Hypothetical Condition #1 is that subject property’s zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (Exhibit B), which includes office, hotel, street retail, and support parking garage.

The CBD market has exhibited explosive growth in terms of activity and land prices over the last 5 years and is clearly one of the strongest sub-markets in the Tampa Bay area and beyond. The subject site is flanked by three, major, multi-family projects and a recently completed Publix store. Highest

The cost approach was omitted from the appraisal due to the lack of building improvements and the determinations of highest and best use. For the same reasons, the income capitalization approach was also excluded.

The sales comparison approach is normally the only reliable method of valuing fee simple CBD sites in this market; this approach has been applied and the unit of measure was price paid per square foot of land area. Eight comparable land sales were drawn from the CBD market and matched against the subject in a number of comparison categories such as market conditions (sale date), location/zoning, parcel size, corner/interior position, physical factors, other aspects, and finally, special condition (Hypothetical Condition #1). The special condition category required research of market data relating to the economic advantage/disadvantage of multi-family versus office/mixed-use land use; this research concluded a roughly 20% deficit for the office/mixed-use alternative. All 8 comparable land sales used in this appraisal represented multi-family developments; no land sales for office development were found in the CBD in the period 2014 through 2018.

In the final reconciliation, I have placed singular weight on the sales comparison approach and have estimated market value of the subject property “AS IS”, in fee simple interest, as of effective date, September 8, 2018, at $8,000,000.
CERTIFICATION

This is to certify that, upon request for valuation by Alfred Wendler, Director, City of St. Petersburg, I have personally inspected, collected, and analyzed various data, and appraised the fee simple interest of the CBD Site; 3.06 Acres MOL (WEBB CITY REPLAT, Lots 1 and 2, Block 1) located at 800 1st Avenue South, St. Petersburg, Florida 33701. The property is more fully described in the attached report.

I certify that, to the best of my knowledge and belief:

♦ The statements of fact contained in this report are true and correct.

♦ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

♦ I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

♦ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

♦ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

♦ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

♦ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

♦ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Profes-
I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

The appraiser is qualified to appraise this property with respect to the Competency Provision of USPAP.

The appraiser had previously appraised the subject property (without Hypothetical Condition 1) for the City of St. Petersburg on March 1, 2017.

This certificate is in accordance with the Uniform Standards of Professional Appraisal Practice Standard Rule 2-3 and with the Appraisal Institute's Supplemental Standards of Professional Practice.

The reader should review the assumptions and limiting conditions included in this report, including the two hypothetical conditions.

C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705
ASSUMPTIONS AND LIMITING CONDITIONS

1. The Appraisal was based on the Hypothetical Condition that subject property’s zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (Exhibit B), which includes office, hotel, street retail, and support parking garage. Absent this hypothetical condition my opinion of market value would have been significantly higher.

2. The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced.

3. The conclusions as to market value contained herein represent the opinion of the undersigned and are not to be construed in any way as a guarantee or warranty, either expressed or implied, that the property described herein will actually sell for the market value contained in this opinion.

4. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

5. The property is appraised free and clear of all encumbrances, unless otherwise noted.

6. No survey of the property was made or caused to be made by the appraiser. It is assumed the legal description closely delineates the property. It was checked with public records for accuracy. Drawings in this report are to assist the reader in visualizing the property and are only an approximation of grounds or building plan.

7. It is assumed that there are no hidden or unapparent conditions of the property’s subsoil or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. Subsurface rights (minerals, oil, or water) were not considered in this report.
9. Description and condition of physical improvements are based on visual observation. As no engineering tests were conducted, no liability can be assumed for soundness of structural members.

10. All value estimates have been made contingent on zoning regulations and land use plans in effect as of the date of appraisal, and based on information provided by governmental authorities and employees.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental laws and regulations, unless noncompliance is stated, defined, and considered in the appraisal report.

12. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

13. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

15. Appraisal does not constitute an inspection for compliance with local building, fire, or zoning codes. Reader is advised to contact local government offices to ensure compliance with applicable ordinances.

16. This appraisal report covers only the premises herein; and no figures provided, analysis thereof, or any unit values derived are to be construed as applicable to any other property, however similar they may be.

17. Certain data used in compiling this report was furnished by the client, his counsel, employees, and/or agent, or from other sources believed reliable. However, no liability or responsibility may be assumed for complete accuracy.

18. An effort was made to verify each comparable sale noted in the report. There are times when it is impossible to confirm a sale with the parties involved in the transaction; all sales are confirmed through public records.
19. This appraisal has been prepared solely for the exclusive benefit of the client, addressee of the report. It may not be used for any purpose by any person other than the party to whom it is addressed, without the written consent of the appraiser, and in any event only with the proper written qualification and only in its entirety.

20. Estimates of expenses, particularly as to assessment by the County Property Appraiser and subsequent taxes, are based on historical or typical data. Such estimates are based on assumptions and projections which, as with any prediction, are affected by external forces, many unforeseeable. While all estimates are based on my best knowledge and belief, no responsibility can be assumed that such projections will come true.

21. Responsible ownership and competent property management are assumed.

22. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field.
QUALIFICATIONS
C. RICHARD TOBIAS, MAI

EDUCATION:

B.A., 1971, Boston College School of Arts and Sciences

Have passed or received credit for the following courses sponsored by the Appraisal Institute.

1A-1 Real Estate Appraisal Principles
1A-2 Basic Valuation Procedures
1B-1 Capitalization Theory and Techniques
2-1 Case Studies in Real Estate Valuation
2-2 Valuation Analysis and Report Writing
2-3 Standards of Professional Practice
6 Investment Analysis

Attended numerous seminars sponsored by American Institute of Real Estate Appraisers (now Appraisal Institute), Society of Real Estate Appraisers (now Appraisal Institute), Florida State University, National Association of Mutual Savings Banks, and other financial institution associations. Most recent appraisal course was Uniform Standards for Federal Land Acquisitions (June 2010), sponsored by the Appraisal Institute. Most recent seminar was National USPAP Update (April 2018).

Florida State-Certified General Real Estate Appraiser RZ705

Expert witness in appraisal of real estate and businesses --
Circuit Court of Florida, Sixth District
Federal Court, Middle District of Florida

BUSINESS EXPERIENCE:

2015 to Present: Manager/owner, Tobias Realty Advisors, LLC, a firm specializing in appraisal and consulting in commercial and investment real estate in west central Florida.

1987 to 2015: Independent Contractor associated with Valuation Services, Inc. and Tobias Realty Advisors, LLC, firms specializing in appraisal and consulting in commercial and investment real estate. Assignments have included appraisal of a variety of commercial, industrial, and investment properties, as
well as vacant land. Areas of specialization include churches, schools, convenience food/gasoline outlets, restaurants, retail centers, industrial, offices, medical/dental clinics, apartments, and lodging facilities. Appraisal assignments have been prepared for financing, litigation, sale/purchase, and other functions.


1979 to 1980: Associate Appraiser with L. T. Bookhout, Inc., Real Estate Appraisal and Consultation. Assignments included industrial facilities, special purpose properties, undeveloped land tracts, as well as historically significant properties being acquired by the National Park Service.

1977 to 1979: Commercial Loan Analyst/Appraiser with Poughkeepsie Savings Bank. Duties included appraisal of residential and commercial properties for mortgage loan purposes; review and recommendation of commercial loans to Board of Directors; field inspection and analysis of investment properties in Southeast and Southwest United States.

1975 to 1977: Associated with Dutchess County Department of Real Property Tax and City of Beacon, New York in the assessment of properties for ad valorem taxation purposes.

1973 to 1975: Owned and operated masonry contracting firm specializing in custom residential fireplaces, accent walls, exterior facades, etc.

Independently registered Real Estate Broker -- State of Florida; BK348850

PROFESSIONAL AFFILIATIONS:

MAI, Appraisal Institute
Realtor, Florida Gulfcoast Commercial Association of Realtors (FGCAR)

The Appraisal Institute conducts a program of continuing education for its designated members. MAI's who meet the minimum standards of this program are awarded periodic educational certification. C. Richard Tobias is currently certified under this program.

2013 President, Florida Gulf Coast Chapter of Appraisal Institute
ADDENDA
APPRaisal AGREEMENT

THIS APPRaisal AGREEMENT, ("Agreement"), made and entered into by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("City") and TOBIAS REALTY ADVISORS, LLC ("Appraiser"), (collectively, "Parties"): 

WITNESSETH

WHEREAS, the City desires to obtain an appraisal substantially in compliance with the appraisal instructions set forth in Exhibit "A", attached hereto, for the real property described in Exhibit "B" ("Property"), attached hereto and made a part thereof; and

WHEREAS, the Appraiser represents that the Appraiser is authorized and qualified to make such appraisal in accordance with recognized appraisal practices and standards and has an active certification by the State of Florida as a certified appraiser.

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties hereto agree as follows:

1. RECITALS. The above recitals are true and accurate and are incorporated herein.

2. EFFECTIVE DATE; FACSIMILE. The effective date of this Agreement shall be the latest of the dates that the Appraiser and the appropriate City signatories have approved and signed this Agreement ("Effective Date"). A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

3. APPRAISAL COMPLETION AND DELIVERY. The Appraiser, in conformance with recognized appraisal practices, shall perform the appraisal of the Property and prepare three (3) copies, one unbound and two bound, of the appraisal report ("Appraisal Report") on or before September 17, 2018 ("Completion Date"). Unless otherwise specified herein, the Appraisal Report shall include the market value of any and all interests and rights held by anyone, including but not limited, to leasehold interests and any market rent. Appraiser shall not deliver the Appraisal Report to the City until notifying City of its completion. The City may, at its sole discretion, extend the completion date. Any such extension will not be effective unless memorialized in a written document signed by representative of the City authorized in such capacity.

4. INSPECTION BY SUPERVISING APPRAISER. The undersigned appraiser, as supervising appraiser or as any status requiring the co-signing of the appraisal report, does hereby affirm the undersigned appraiser has physically and personally inspected the subject property and the individual properties used as comparable sales.

5. LATE COMPLETION. Time is of the essence in the Agreement. The Parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur if Appraiser does not complete the Appraisal Report within the time stipulated herein. Therefore, Appraiser shall be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work reaches Substantial Completion, in the aggregate amount of five dollars ($5) per calendar day. These liquidated damages shall be the City's sole and exclusive damages for Contractor's delay of the Work. Said liquidated damages may be deducted from the amount to be paid to the Appraiser by the City and shall be limited to the total appraisal fee as set forth below.

City of St. Petersburg LF – REI
6. APPRAISAL FEE. In consideration for the performance of said appraisal services and furnishing of said Appraisal Report, the City shall pay the Appraiser the sum of Twenty-two hundred dollars ($2,200) within thirty (30) days following the receipt by the City of an invoice for the amount. The Appraiser agrees to update the Appraisal Report at no cost within one (1) year upon request by the City.

7. APPRAISER'S TESTIMONY. In the event the testimony of the Appraiser is required in any legal proceeding in connection with the City's use of the Appraisal Report, the Appraiser agrees to appear as a witness on behalf of the City and to accept as compensation from the City the sum not to exceed Two Hundred and 00/100 dollars ($200.00) for each half day or less required attendance in court and for preparation in connection with such appearance.

8. TERMINATION. If through any cause, the Appraiser shall fail to fulfill in a timely and proper manner the Appraiser's obligation under this Agreement, the City shall have the right to terminate this Agreement upon the giving of five (5) business days written notice to the Appraiser of said termination and the City shall be relieved of all other obligations hereunder. Additionally, the City may terminate this Agreement as provided in Florida Statute section 287.135.

9. ENTIRE AGREEMENT. The drafting, execution and delivery of this Agreement by the Parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, unless expressly referred to herein.

10. NO MODIFICATIONS. This Agreement may not be modified unless such modification is in writing and signed by both Parties hereto.

11. NO DISCRIMINATION. The Appraiser shall not discriminate against anyone in the performance of duties under this Agreement because of race, color, religion, age, sex or national origin.

12. INDEMNIFICATION. Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, the Tenant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly the performance of this Agreement; the failure of Appraiser, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable laws; or any negligent act or omission of the Appraiser, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or any reckless or intentional wrongful act or omission of the Appraiser, its employees, agents, representatives, contractors, subcontractors or volunteers.

13. DEFAULT. If any claim, demand, liability, damage, loss, action or suit of any nature whatsoever arises due to the breach of, out of, or because of this agreement by the Appraiser, its agents,
consultants, employees or subcontractors or due to any action or occurrence of omission or commission of the Appraiser, its agents, consultants, employees or subcontractors the City may, in its discretion, immediately and permanently suspend the Appraiser from its appraiser rotation list without penalty to the City.

14. APPLICABLE LAWS. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. COMPLIANCE WITH LAWS. Appraiser shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue. Appraiser hereby makes all certifications required under Florida Statute section 287.133.

16. PUBLIC RECORDS. Appraiser shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable laws; (iii) ensure that public records in Appraiser’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Appraiser’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Appraiser transfers all public records to the City upon the expiration or earlier termination of this Agreement, Appraiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Appraiser keeps and maintains public records upon the expiration or earlier termination of this Agreement, Appraiser shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable laws. At the City’s request, all public records stored electronically by Appraiser shall be provided to the City in a format approved by the City. Nothing contained herein shall be construed to affect or limit Appraiser’s obligations including but not limited to Appraiser’s obligations to comply with all other applicable laws.

IF APPRAISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO APPRAISER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

(Signatures on following page.)

City of St. Petersburg LF – RE1
IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed on the
date(s) as expressed hereinafter.

AS TO CITY:

CITY OF ST. PETERSBURG

By:   [Signature]

Alfred Wendler, Director
Real Estate and Property Management
as Mayor’s Designee

Date:  8/20/18

ATTEST:

Chan Srinivasa, City Clerk

AS TO APPRAISER:

TOBIAS REALTY ADVISORS, LLC

By:   [Signature]

C. Richard Tobias

Print:  C. Richard Tobias

Date:  8/20/18

Approved as to Content and Form:

City Attorney (Designee)

By:   [Signature]

Assistant City Attorney

Exhibits “A” & “B”
LF-RE1

City of St. Petersburg LF – RE1
EXHIBIT "A"

APPRaisal Instructions

Client and appraiser agree that the appraisal of Tract 1 will involve a special hypothetical condition, namely, that subject property's zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (office, hotel, street retail, and support parking garage).

A second hypothetical condition will also be employed regarding the vacation of the 2nd Avenue South right-of-way.

Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (USPAP 2018-2019)
EXHIBIT "B"

Property Address: 800 - 1st Avenue South, St. Petersburg, FL

Parcel ID No: 19/31/17/95365/001/0010

Legal Description: Lots 1 & 2, Block 1, WEBB CITY REPLAT (Tract 1)
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ705

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

TOBIAS, CHARLES R JR
723 20TH AVE N
ST PETERSBURG FL 33704

ISSUED: 10/02/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1610020005606
The following page(s) contain the backup material for Agenda Item: Pier Report
Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution accepting Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement in an amount not to exceed $2,964,769 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for the construction of a new North Yacht Basin Seawall adjacent to the new St. Pete Pier™; providing that the total GMP for the Pier Approach Project shall not exceed $19,847,966; authorizing the Mayor or his designee to execute the Sixth 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. 4 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Sixth Amendment; approving a transfer in the amount of $2,964,769 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for new North Yacht Basin Seawall; authorizing a supplemental appropriation in the amount of $2,964,769 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (ECID Project No. 09227-119; Oracle No. 15377); and providing an effective date.

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

On June 14, 2018, City Council accepted Addendum No. 1 to the GMP Proposal dated April 3, 2018 for the procurement of sixty-four (64) 14” precast concrete piles for the Doc Ford Restaurant in the amount of $185,239 and the City and Skanska executed the Second Amendment. On July, 19, 2018 City Council accepted Addendum No. 2 to the GMP Proposal dated April 3, 2018 for the installation of the piles to support the Doc Ford structure in the amount of $581,611 and the approval of the Third Amendment. On August 2, 2018 City Council approved the Fourth Amendment to the Skanska CMAR Agreement adding $20,000 for preconstruction phase services for the Janet Echelman net sculpture infrastructure installation. On August 23, 2018 City Council accepted Addendum No. 3 to the GMP Proposal dated April 3, 2018 for the installation of the structural system for the Doc Ford’s Restaurant and approved the Fifth Amendment to the Skanska CMAR Agreement in the amount of $1,085,737.

Approval of this Addendum No. 4 to GMP Proposal dated April 3, 2018 and the Sixth Amendment to the agreement, as amended, will authorize Skanska to replace approximately 696 linear feet of existing seawall at the North Yacht Basin immediately adjacent to the northern Pier Approach upland. The existing seawall
has exceeded its useful service life and must be replaced. The performance of this work in conjunction with the improvements to the Pier Approach uplands will ensure this work is properly coordinated and avoids major disruption or damage to completed work in place. New steel sheet piles will be driven outboard of the existing wall and a new concrete cap at elevation of 6.00 feet above mean sea level will be constructed. The existing concrete cap at elevation 4.00 will be removed. An Owner’s Contingency of $100,000 for unforeseen conditions is included.

The Pinellas County Board of County Commissioners approved the First Amendment to the Amended and Restated Interlocal Agreement dated September 14, 2017, between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area. This amendment added projects for Waterfront, Transit and Parking Improvements east of 8th in the Intown Redevelopment Area for an amount up to thirty five million dollars. Waterfront improvements include resiliency/adaptation infrastructure (i.e., seawalls).

The revised GMP for the Project includes the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Pier Approach GMP Proposal – First Amendment</td>
<td>$15,030,610</td>
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<tr>
<td>Doc Ford Pile Procurement – Addendum No. 1</td>
<td>$185,239</td>
</tr>
<tr>
<td>Doc Ford Pile Installation – Addendum No. 2</td>
<td>$581,611</td>
</tr>
<tr>
<td>Doc Ford Structure Only – Addendum No. 3</td>
<td>$1,085,737</td>
</tr>
<tr>
<td>North Basin seawall – Addendum No. 4</td>
<td>$2,964,769</td>
</tr>
</tbody>
</table>

Revised Total GMP for Pier Approach Project       | $19,847,966 |

After approval by City Council, the City and Skanska will execute the Sixth Amendment to the contract.

**Recommendation:** Administration recommends City Council approve the attached resolution accepting Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement in an amount not to exceed $2,964,769 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for the construction of a new North Yacht Basin Seawall adjacent to the new St. Pete Pier™; providing that the total GMP for the Pier Approach Project shall not exceed $19,847,966; authorizing the Mayor or his designee to execute the Sixth 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. 4 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Sixth Amendment; approving a transfer in the amount of $2,964,769 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for new North Yacht Basin Seawall; authorizing a supplemental appropriation in the amount of $2,964,769 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (ECID Project No. 09227-119; Oracle No. 15377); and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funding in the amount of $2,964,769 will be available after a transfer in the amount of $2,964,769 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $2,964,769 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (ECID Project No. 09227-119; Oracle No. 15377).

ATTACHMENTS: Resolution
Addendum No. 4
Sixth Amendment

APPROVALS: Administrative Budget
RESOLUTION NO. 2018-________

A RESOLUTION ACCEPTING ADDENDUM NO. 4 – MUNICIPAL NORTH YACHT BASIN BULKHEAD REPLACEMENT IN AN AMOUNT NOT TO EXCEED $2,964,769 SUBMITTED BY SKANSKA USA BUILDING, INC. (“SKANSKA”) TO THE GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED APRIL 3, 2018 FOR THE CONSTRUCTION OF A NEW NORTH YACHT BASIN SEAWALL ADJACENT TO THE NEW ST. PETE PIERTM; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $19,847,966; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SIXTH 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. 4 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SIXTH AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $2,964,769 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR NEW NORTH YACHT BASIN SEAWALL; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $2,964,769 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (ECID PROJECT NO. 09227-119; ORACLE NO. 15377); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on June 14, 2018, the City and Skanska executed the Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford’s Restaurant (for a total GMP for the Pier Approach Project not to exceed $15,215,849); and

WHEREAS, on July 19, 2018, City Council approved the Third Amendment to increase the GMP by an additional $581,611 for installation of the piles procured for the Doc Ford’s Restaurant (for a total GMP for the Pier Approach Project not to exceed $15,797,460); and

WHEREAS, on August 2, 2018, City Council approved the Fourth Amendment for Skanska to provide additional preconstruction phase services related to the Janet Echelman net sculpture for an amount not to exceed $20,000; and
WHEREAS, on September 7, 2018, the City and Skanska executed the Fifth Amendment to increase the GMP by an additional $1,085,737 for the installation of the structural system for the Doc Ford’s Restaurant (for a total GMP for the Pier Approach Project not to exceed $16,883,197) and to revise the project schedule; and

WHEREAS, the City and Skanska desire to execute the Sixth Amendment to increase the GMP by an additional $2,964,769 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™ (for a total GMP for the Pier Approach Project not to exceed $19,847,966).

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement in an amount not to exceed $2,964,769 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for the construction of a new North Yacht Basin Seawall adjacent to the new St. Pete Pier™ is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Approach Project shall not exceed $19,847,966.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Sixth 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. 4 to the GMP proposal into such agreement, as amended.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Sixth Amendment.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY19:

Downtown Redevelopment District Fund (1105) Transfer to: General Capital Improvement Fund (3001) $2,964,769

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)  
       Pier Approach Project (15377) $2,964,769

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

City Attorney (Designee)  

[Signatures]

Brejesh Prayman, P.E., ENV SP  
Engineering and Capital Improvements Director

Budget  
0400481 10-4-18 meeting
SIXTH AMENDMENT

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

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

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

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

WHEREAS, on June 14, 2018, the Owner and Construction Manager entered into the Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford’s Restaurant; and

WHEREAS, on July 19, 2018, City Council approved the Third Amendment and the Owner and Construction Manager entered into the Third Amendment to increase the GMP (as previously increased) by an additional $581,611 for installation of the piles procured for the Doc Ford’s Restaurant; and

WHEREAS, on August 2, 2018, City Council approved the Fourth Amendment and the Owner and Construction Manager entered into the Fourth Amendment for Construction Manager to provide additional preconstruction phase services related to the Janet Echelman net sculpture for an amount not to exceed $20,000; and

WHEREAS, on September 7, 2018, the Owner and Construction Manager entered into the Fifth Amendment to increase the GMP (as previously increased) by an additional $1,085,737 for the installation of the structural system for the Doc Ford’s Restaurant and to revise the project schedule; and

WHEREAS, the Owner and Construction Manager desire to execute the Sixth Amendment to increase the GMP (as previously increased) by an additional $2,964,769 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™ (for a total GMP for the Pier Approach Project not to exceed $19,847,966).

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Sixth Amendment and are incorporated herein by reference) and the promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner and Construction Manager hereby agree as follows:
1. All capitalized terms in this Sixth Amendment shall have the same meaning specified in the Contract unless otherwise set forth herein.

2. Addendum No. 4 in the amount of $2,964,769 to the GMP proposal dated April 3, 2018 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™, which is attached hereto, is hereby accepted and incorporated in the Contract as Attachment 4 to Exhibit E. The total GMP shall not exceed $19,847,966.

3. Any and all provisions of the Contract not specifically amended by this Sixth Amendment shall remain in full force and effect.

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

CITY OF ST. PETERSBURG, FLORIDA

By: _______________________________
Print: _______________________________
Title: _______________________________

ATTEST

City Clerk
(SEAL)

 Approved as to Form and Content:

____________________________________
City Attorney (Designee)

SKANSKA USA BUILDING, INC:

By: _______________________________
Print: _______________________________
Title: _______________________________

WITNESSES

By: _______________________________
Print: _______________________________

By: _______________________________
Print: _______________________________
# Table of Contents

1. Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price Summary
2. Basis of Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price
3. Document Log
4. Site Logistics Plan (N/A)
5. Project Schedule
6. Appendix - A
Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price Summary

- Executive Summary
- Cost Summary
Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price

Executive Summary

Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price is based upon the documents prepared by Cardno and their respective consultants (A/E Team) which are itemized in the Document List of this proposal. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price is $2,964,769.

Price components

• Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price $2,964,769

Project Description

This Addendum No. 4 – Municipal Marian Yacht Basin Bulkhead Replacement upon acceptance by the City of St. Petersburg, is intended to serve as the basis for an Amendment to the Construction Manager at Risk Agreement with a Guaranteed maximum Price, dated January 10, 2017, as amended (“Contract”), includes the +/- 700 lf of bulkhead replacement. This includes 290 lf of cantilevered wall and 406 lf of anchored wall replacement. Price includes partial dock removal as needed, core drilling existing seawall, cored pipe penetrations, sheetpile, concrete caps, earthwork, and helical anchors.

Skanska has developed and enclosed a Project Schedule, which indicates the schedule objectives for the project. The overall project schedule reflects a duration of 8 months; 4 months landside, 4 months waterside. The contractual dates are as follows:

• Substantial Completion (Landside Work) January 11th, 2019

The following additional milestone dates are anticipated within the Project Schedule in order to achieve the contractual dates listed above:

• NTP by City for Bulkhead Replacement - Landside October 5th, 2018
• Permit issued for Bulkhead Replacement - Waterside March 14th, 2019
• NTP by City for Bulkhead Replacement - Waterside March 21st, 2019

* The overall Pier Approach schedule will be affected by this work and a revised overall Substantial Completion date is anticipated.
Cost Summary
Following is the Cost Summary breakdown.
## Estimate

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<tr>
<th>Pkg</th>
<th>Package Description</th>
<th>Estimate</th>
<th>Notes</th>
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<td>A</td>
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## Municipal North Yacht Basin Bulkhead Replacement

### St. Petersburg, FL

#### September 20, 2018

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Basis of Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price

• Introduction
• Insurances and Bonds
• Standard Qualifications
• Scope Specific Qualifications
• Allowances
Introduction
This section of the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price to address the issue of any items identified as “excluded”. For those items that are clarified, qualified and/or based upon an assumption, the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price reflects only the cost and time of the element as assumed or clarified.

Skanska’s Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price is based upon the following:
1. Document log provided in Section 3.
3. The qualifications mentioned in this proposal.

Insurances and Bonds
Insurances:

1. Builders Risk Insurance is carried as an allowance for the Municipal North Yacht Basin Bulkhead Replacement Price.

2. Skanska shall furnish a Contractor Controlled Insurance Program ("CCIP") providing for the insurance coverages identified below. The CCIP shall only cover on-site exposures and enrolled participants. Owner shall pay Skanska for CCIP premiums calculated as 2.58% of this Addendum.
   - On-Site General Liability, including Products & Completed Operations coverage for ten (10) years;
   - On-Site Workers Compensation and Employers Liability, including USL&H and Jones Act coverage;
   - $100M in Excess Liability Limits Contractor Controlled Insurance Program (CCIP) Insurance is included at 2.58%.

Bonds:

1. Payment and Performance Bond is carried as an allowance for the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price.

2. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default
insurance ("SDI") for the protection of the Skanska and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in this Addendum calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of the Cost of the Work less General Conditions Costs for SDI.

Coordination with other Contractors
This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price is based on the assumption that the Owner’s contractors and all other parties performing construction work at the project site, not under direct contract with Skanska will:

1. Comply with Skanska’s site specific safety program and maintain an injury free environment.

2. This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price is based on the expectation that all pre-purchased items to be provided by the Owner will be provided without delay or disruption per Skanska’s schedule attached.

3. This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price assumes any separate contractors hired by the Owner will not interfere with the operation of Skanska.

4. This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price relies on and assumes Owner’s other contractors working according to Skanska’s project schedule, and will achieve system and area completion dates according to that schedule.

5. This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price relies on and assumes Owner’s other contractors will not interfere with the operation of Skanska.

6. This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price relies on and assumes Owner’s other contractors will perform work so as to not impact Skanska’s ability to perform its work in accordance with its project logistics plan.

7. This Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price relies on and assumes Owner’s other contractors will provide and maintain insurance as required by the city, naming Skanska USA Building Inc. as an additional insured party.

Standard Qualifications
The following are the Standard Qualifications for the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price project:

1. Skanska has included Lump Sum GCs & GRs.

2. In preparing the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price and the project schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

3. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price are excluded.

4. Property, business operations and other taxes related to the Project Site and the operation of the project have not been included.

5. All sales tax on material is included.

6. Third party agency testing and inspection services have not been included, unless otherwise noted.
Materials testing for soil densities, concrete, masonry, and testing of steel/welding as per drawings have been included as an allowance.

7. Due to turnaround requirements dictated by the City and the Schedule. No advertising took place for this work and this added work can be priced by existing subcontractors already engaged on the project and awarded as change orders to their work.

8. All extended warranties included in the specifications, including the material/labor warranties, shall be assigned to Owner following the Skanska’s one year repair/replacement obligation under the Contract. Thereafter, Skanska shall only be responsible for assisting reasonably the Owner in enforcing those warranties provided by the manufacturers, suppliers and subcontractors.

9. No archaeological remediation is included.

10. Skanska assumes unfettered access to the Project Site at all times. The Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price does not anticipate any stoppage or interruption of work as a result of operations by others or other site restrictions or interferences. The City will provide written notice of any activities in downtown St. Petersburg that could result in disruptions to site ingress/egress and both parties will work cooperatively to resolve any potential disruptions.

11. All fees including utility company, public agency reviews or approvals and associated fees are not included.

12. Threshold inspection costs are not included.

13. The Owner shall be responsible for obtaining permits as set forth in Contract. Building permit costs are not included.

14. Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price is based on the City’s acceptance and execution of the Amendment and issuance of the Notice to Proceed (NTP) October 5, 2018. The Substantial Completion is directly linked to this date and shall adjust to a later date equal to the NTP being issued on a later date than noted above.

15. Use of union labor/prevailing wage is not included.

16. Delegated design is not included.

17. We exclude all unforeseen conditions related to underground obstructions from previous seawalls, buildings, buried debris and buried organics that might have been left in place as the land was developed and changed over time. These will be considered changes to the work and any direction / coordination regarding same will be coerced out of the owner’s contingency or change order.

18. Pier approach design modifications and costs for changes in that scope of work are excluded from this price and will be addressed as changes to the approach contract. This includes, but is not limited to electrical service utilities, water service, gas, reconfigure of parking lots, etc.

19. Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price assumes the Architect/Engineers design complies with all requirements prescribed in Owner standards or guidelines.

20. Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price does not include any costs associated with reviews by insurance underwriters such as IRI or FM.

21. “Time is of the essence” clauses are only applicable to Substantial Completion of all work agreeable milestone dates.

22. Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price assumes working
hour restrictions are subject to existing city ordinances, applicable laws, and regulations.
**Scope Specific Qualifications**

**B Excavation/ Backfill**
1. All excavated materials are suitable for backfill. Import of select fill material is not included.

**C Seawall Repair Work**
1. Clearing and grubbing in the pier approach. Not included in this price.
2. Sheet pile section is ZZ26-700 hot rolled steel. No Coating.
3. Includes limited demolition of two existing docks from the bulkhead out only as necessary to install new seawall.
4. 700' of sheet pile will be 35' long sheets.
5. No borings provided, no use of impact hammer included, sheets to be vibrated to grade.
6. Includes selective demolition of the existing cap as required to install new seawall cap (cap only, no wall panels).
7. Helical anchors will be chance SS5 Helical (1.5”x1.5” solid square shaft) x 32’L. Quantity 64 each.
8. Includes temporary support of existing wall utilized the new helical tiebacks to support existing until new wall is installed at west (+/-) 400’ of seawall.
9. New tieback rods will have coupler to attach existing supported wall to new wall at west 400’ of seawall.
10. Does not include engineering of helical anchors.
11. Concrete cap is 700’, cap is 2’-6”x2’, encapsulation is 7.5” off face of sheet and extends to a -2.5.
12. Cap consists of #4 u-bands at 1’ o.c. with #4 and #5 longitudinal bars (#5 8 each, #4 1 each). Encapsulation consists of #4 verticals at 1’ o.c. and #4 long bars at 1’ o.c.
13. Concrete is class IV 5500 psi pump mix.
14. Rebar is grade 60 bare deformed bars.
15. Does not include hazardous waste materials if encountered.
16. Based on helical anchors being completed by land and seawall components being completed by water on spud barge.
17. Army corps permit has not been issued and as such any requirements are excluded.
18. If second phase, water side work, is not awarded by December 1st, 2018 an added cost of $85,000 will be assessed for material escalations.
D Dewatering
1. Treatment of the dewatering system effluent is excluded.
2. Chemical treatment or discharge structure is excluded.
3. All dewatering equipment at the end of the dewatering operations will be removed. The Sock Drains will not be removed and will remain in place.
4. A conventional sock drain for the surficial aquifer dewatering is proposed, if needed, through an allowance.
5. At the completion of the dewatering operations all dewatering equipment will be removed from the site, excluding the sock drains which remain in place.

E Monitoring and Testing
1. Vibration testing is excluded.
ALLOWANCES

In order to provide the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price per Owner’s requested delivery date, a number of cost allowances had to be established. These allowances are intended to provide for all direct construction costs associated with each of these items. Indirect costs are not included in allowances.

1. Builders Risk Allowance: $28,648
2. Bond: $28,648
3. Soil Densities/Concrete Testing: $20,000
4. Dewatering: $110,736
5. Owners Allowance: $100,000
3 Document Log

The Document Log that follows represents the information that forms the Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price and associated clarifications defined herein.
**EXHIBIT “B”**

North Basin Bulkhead Seawall Replacement for DD (bidding)

**DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS**

The Contract Documents include the following documents, attached as separate sheets.

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**EXHIBIT “B”**

North Basin Bulkhead Seawall Replacement for DD (bidding)

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# EXHIBIT “B”

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### Proposed Utility Color Map

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Appendix - A

- Addendum No. 4 – Municipal North Yacht Basin Bulkhead Replacement Price Drawings
- 18088-119 North Bulkhead Helical Anchor E-mail
1. **GENERAL NOTES:**

- **THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.**
- **THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINT SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.**
- **THE CONTRACTOR SHALL CALL THE SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 811 OR 1-800-432-6278 AND THE UTILITY OWNERS 48 OWNERS BEFORE BEGINNING WORK. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT.**
- **THE CONTRACTOR IS HEREBY NOTIFIED THAT ABOVE GROUND OR UNDERGROUND UTILITIES MAY BE WITHIN THE AREA OF THIS PROJECT AND ARE TO BE ADJUSTED BY OTHERS AS DIRECTED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR UTILITY COORDINATION.**

2. **UTILITY OWNERS:**

   - **COMPANY**
   - **CONTACT**
   - **TELEPHONE NO.**
   - **CITY OF ST. PETERSBURG**
   - **MICHAEL GEISLER**
   - **(727) 893-7189**
   - **CSX RAILROAD**
   - **TONY MULLER**
   - **(813) 664-6259**
   - **DUKE ENERGY (DISTRIBUTION)**
   - **ARTHUR GILMORE**
   - **(727) 899-9255**
   - **DUKE ENERGY TRANSMISSION**
   - **JENNY WILLIAMS**
   - **(813) 909-1210**
   - **FLORIDA GAS TRANS**
   - **JOE SANCHEZ**
   - **(800) 383-1117**
   - **FRONTER, INC.**
   - **RALF RIVERA**
   - **(727) 567-1130**
   - **TECO - PEOPLES GAS**
   - **RAY ZIEGEL**
   - **(727) 425-7140**
   - **BRIGHTHOUSE NETWORKS/SPECTRUM**
   - **DOW ANTHONY**
   - **(727) 329-2645**
   - **VERIZON MEDIA V.**
   - **TIM KIMBERLY**
   - **(727) 217-2620**
   - **WOM**
   - **JAY YOUNG**
   - **(727) 235-1553**

3. **CITY OF ST. PETERSBURG:**

   - **DEPARTMENT**
   - **WATER RESOURCES**
   - **JOHN PARKS**
   - **(727) 892-3629**
   - **ENG. CONST.**
   - **NIKE RILEY**
   - **(727) 893-7907**
   - **STORMWATER/TRANSPORTATION OPS**
   - **TEAGAN SMITH**
   - **(727) 892-5546**
   - **NEIGHBORHOOD TRAKS**
   - **MICHAEL FRIDERIC**
   - **(727) 893-7843**
   - **SANITATION**
   - **BEV SHELEY**
   - **(727) 893-7860**

4. **THE CONTRACTOR SHALL SECURE THE NECESSARY PERMITS/RIGHT OF ENTRY FROM THE CITY OF ST. PETERSBURG FOR ANY WORK WITHIN THE CITY’S RIGHT-OF-WAY AND EASEMENTS. THE CONTRACTOR SHALL ALSO NAME THE CITY OF ST. PETERSBURG AS AN ADDITIONAL PARTY TO THE INSURANCE COVERAGE.**

5. **TREES WITHIN THE LIMITS OF THIS PROJECT THAT ARE TO REMAIN SHALL BE TRIMMED TO CONFORM TO SECTION 110, APPLICABLE AERIAL REQUIREMENTS AND STANDARD INDEX 560.**

6. **THE CONTRACTOR SHALL PROVIDE AND IMPLEMENT SITE SPECIFIC EROSION AND SEDIMENT CONTROL PROCEDURES SUCH AS SYNTHETIC BALES, STAKED SILT BARRIERS, FLOATING TURBIDITY BARRIER, OR OTHER APPROVED METHODS AS REQUIRED TO PREVENT THE TRANSPORTATION OF SEDIMENT INTO THE YACHT BASIN.**

7. **ALL FIELD LAUNCH AND SURVEYING FOR CONSTRUCTION OF THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AT THEIR EXPENSE, UNDER THE DIRECTION OF A LICENSED PROFESSIONAL LAND SURVEYOR.**

8. **VERTICAL CONTROL IS BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).**

9. **THE CONTRACTOR SHALL PROVIDE ALL DRILLING EQUIPMENT NECESSARY TO KEEP EXCAVATIONS OPEN AND SHALL PROVIDE ALL SHEETING, SHEETING, AND BRACING NECESSARY TO PROTECT WORKMEN, ADJACENT STRUCTURES, UTILITIES.**

10. **PLAN DIMENSIONS ARE MEASURED IN FEET AND INCHES EITHER HORIZONTALLY OR VERTICALLY UNLESS OTHERWISE NOTED.**

11. **EXISTING DIMENSIONS ARE BASED ON EXISTING PLANS AND MAY VARY IN THE FIELD. FIELD VERIFY DIMENSIONS PRIOR TO THE START OF WORK AND NOTIFY THE ENGINEER IF DIFFERENCES ARE FOUND.**

---

**CONCRETE:**

<table>
<thead>
<tr>
<th>CONCRETE CLASS</th>
<th>MINIMUM 28-DAY COMPRESSIVE STRENGTH (ksi)</th>
<th>LOCATION OF CONCRETE IN STRUCTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV</td>
<td>f’c = 5 ksi</td>
<td>BULKHEAD, DEAD HEN</td>
</tr>
</tbody>
</table>

---

**DESIGN CRITERIA:**

- **DESIGN IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.**

**SPECIFICATIONS:**

- **FLORIDA DEPARTMENT OF TRANSPORTATION: JULY 2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:**
  - [HTTP://WWW.DOT.STATES.FL.USA/PROGRAM/ADMINISTRATION/IMPLEMENTED/SPECBOOKS](http://WWW.DOT.STATES.FL.USA/PROGRAM/ADMINISTRATION/IMPLEMENTED/SPECBOOKS)

**ENVIRONMENT:**

- **EXTREMELY AGGRESSIVE**

**CONCRETE:**

- **REINFORCING STEEL SHALL BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS**
  - SECTION 931, GRADE 60.

- **SHEET PILE STEEL CONFORM TO THE REQUIREMENTS OF ASTM A572, GRADE 50.**

- **TIE BACK SHALL CONFORM TO THE REQUIREMENT OF ASTM A415, GRADE 75, AND BE GALVANIZED IN ACCORDANCE WITH ASTM A615. PVC TUBE SHALL HAVE A MINIMUM THICKNESS OF 0.55MM.**

- **STEEL PLATES SHALL BE IN ACCORDANCE WITH ASTM A572, GRADE 30, AND BE GALVANIZED IN ACCORDANCE WITH ASTM A633.**

- **NUTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A563 AND WASHERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F216. NUTS AND WASHERS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153.**

- **STUD SHEAR CONNECTORS SHALL BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS SECTION 952.**

- **EXPANSION JOINTS SHALL CONSIST OF ¾ INCH PREFORMED JOINT FILLER PER FOOT STANDARD SPECIFICATION SECTION 952-11.**
TYPICAL CANTILEVERED WALL SECTION

- CONCRETE CAP AND FASCIA
- PROPOSED FUTURE GROUND
- CONCRETE CAP TO BE REMOVED
- 4" DIA. PVC FRENCH DRAIN
- EXISTING GROUND
- 2" DIA. PVC WELL POINT SP. @ 10'-0" O.C.
- FLOATING TURBIDITY BARRIER
- #57 STONE FILL
- ELEV. -2.50
- FRONT FACE OF STEEL SHEET PILE
- EXISTING WALL TO REMAIN

TYPICAL ANCHORED WALL SECTION

- CONCRETE CAP AND FASCIA
- PROPOSED FUTURE GROUND
- CONCRETE CAP TO BE REMOVED
- 4" DIA. PVC FRENCH DRAIN
- EXISTING GROUND
- 2" DIA. PVC WELL POINT SP. @ 10'-0" O.C.
- FLOATING TURBIDITY BARRIER
- #57 STONE FILL
- ELEV. -2.50
- FRONT FACE OF STEEL SHEET PILE
- EXISTING GROUND

NOTES:
1. THE PROPOSED SHEET PILE SHALL BE TYPE AZ 26-100 OR APPROVED EQUIVALENT.
2. THE MINIMUM WALL TIP ELEVATION SHALL BE AT SHOWN OR BULKHEAD ELEVATION (SHEETS 18088-03 & 18088-04)
3. INSTALL PROPOSED SHEET PILE 2" IN FRONT OF EXISTING SHEET PILE TOE WALL WHERE IT EXISTS.
4. WHERE CONFLICTS WITH EXISTING DEAD MEN OCCUR, CORE THROUGH EXISTING WALL AND INSTALL TEMPORARY BEARING PLATE ON NEW TIEBACK ANCHOR.
CONCRETE CAP AND FASCIA DETAIL

STEEL SHEET PILE

#5 @ 18" (TYP.)

#9 GALV. STEEL TIEBACK ENCASED IN PVC TUBE

3" DEA. HOLE CENTERED IN DEAD MAN

1" x 12" GALV. STEEL PLATE

#4 CL (TYP.)

#4 @ 1'-6"

1/2" dia. x 3/4"
STUD SHEAR CONNECTOR SPACED @ 4'-0"

#4 @ 1'-0"

3-1/2" CHAMFER (TYP.)

1/2" @ 7'-6"

5'-0"

5'-0"

1'-6"

PRECAST CONCRETE DEAD MAN TYPICAL SECTION
WALL ELEVATION

SECTION A-A

NOTE:
AFTER NEW SHEET FILES HAVE BEEN INSTALLED,
CUT HOLE THROUGH STEEL SHEET PILES AND
EXTEND 30' HCP.

CONCRETE CAP AND FASCIA
PROPOSED FUTURE GROUND
CONCRETE CAP TO BE REMOVED
4" DIA PVC FRENCH DRAIN
ADDITIONAL REINFORCING AT PIPE PENETRATIONS
#4 @ 1'-0" EACH WAY

FLOOR LEVEL
ELEV. 0.00
4" DIA. DRAIN
30'-0" O.C.
30'-0" O.C.
2'-0"
ELEV. 6.00
CONCRETE CAP AND FASCIA
EXISTING GROUND
EXISTING WALL TO REMAIN
FRONT FACE OF STEEL SHEET PILE

MLW ELEV. -1.5
ELEV. 2.50
EXISTING GROUND
FLOATING TURBIDITY BARRIER
MLW ELEV. 0.5
ELEV. 6.00
CONCRETE CAP AND FASCIA
EXISTING GROUND
EXISTING GROUND
EXISTING GROUND

30'-0"

TOP OF CONCRETE CAP AND FASCIA
TOP OF EXISTING BULKHEAD

EXISTING 30" HCP
(TO REMAIN) (TYP.)

30'-0"

EXISTING GROUND

A

A

ITEM

DESIGNED BY:
PREPARED BY:
CHECKED BY:
SUPERVISED BY:

NAME

DATE

FROM

DATE

REVISIONS

1

PT

6/16

AMB

6/16

DPS

6/16

AKM

6/16

ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST. PETERSBURG

MUNICIPAL MARINA
NORTH YACHT BASIN
BULKHEAD REPLACEMENT
PROJECT NO. 18088-119

DATE: 7/26/2018

PIECE PENETRATION DETAILS

DRAWN BY:

CHECKED BY:

SUPERVISED BY:

DESIGNED BY:

PREPARED BY:

18088-07
Kabasin, David

From: Duty Iii, Kenneth
Sent: Wednesday, September 12, 2018 8:34 AM
To: Kabasin, David
Cc: Jablon, Chuck; Meese, Jonathan
Subject: FW: 18088-119 North Bulkhead
Attachments: Mimecast Attachment Protection Instructions; Pages from Chance-Anchors.pdf; Sketch.pdf

Importance: High

David:

Include this e-mail clarification in the Appendix for the Helical Anchors they have asked us to price.

Add to the Qualifications my comments in Red below.

From: Christopher Gamache <christopher.gamache@cardno.com>
Sent: Friday, August 31, 2018 1:53 PM
To: Duty Iii, Kenneth <Kenneth.DutyIii@skanska.com>
Cc: Ananda Kelley <Ananda.Kelley@cardno.com>; Evan A. Birk <Evan.Birk@stpete.org>; David.Hugglestone@stpete.org; Jose.Quintana@stpete.org; Brejesh Prayman <Brejesh.Prayman@stpete.org>; Freeman, Grady <grady.freeman@skanska.com>; Davis, Scott A. <Scott.Davis@skanska.com>; Ziba Mohammadi <Ziba.Mohammadi@stpete.org>
Subject: RE: 18088-119 North Bulkhead

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

[External Email]

Hi Ken,

- For the helical anchors, I’ve attached the cut sheet that we referenced. We don’t need to use that exact model. If you have a preference with a particular type or manufacturer, let us know and we can see what works.
- The preliminary length that we’ve determined is 32 ft measured from the tip of the helical anchor. We assumed an installation angle of 15 degrees down from horizontal, which should put the end of the anchor about 10 ft below the ground surface. **Our proposal is based on 32 feet of Anchor and does not include any allowance for additional. If Additional length is required, it will be added cost.**
- We’ve only run preliminary calculations at this point, but they’re showing that an anchor at 6’-3” will need a safe working load of 26 kips for the new wall. We haven’t run any numbers on the existing wall, but it will be less than what’s needed for the new wall. **Our proposal is based on a quantity of 64 Helical Anchors to be used in 400’ of the wall. If additional anchors are required due to a tighter spacing it will be added cost.**
- The use of helical piles does not affect the timing of the permit. **Our proposal relies on this and the ability to start the landside work immediately upon release. Based on this, it is understood the City has obtained all needed permits for the landside work.**
- We don’t believe that a permit is necessary to install the helicals. The work is associated with stabilizing an existing seawall, there are no permanent or temporary impacts in the water, and there’s no seagrass near the tieback locations. **Our proposal relies on this and the ability to start the landside work immediately upon release. Based on this, it is understood the City has obtained all needed permits for the landside work.**
SS5 (SQUARE-SHAFT) SCREW ANCHORS

Square-Shaft “SS” multi-helix screw anchors are designed for heavy-guy loading. They have 1½” square steel shafts. Extension shafts must be coupled to the helix section for installation to the proper depth. For installation tool options, see catalog Section 4A.

SS screw anchors consist of three galvanized components: the lead section, the extension shaft, which includes an integral coupling, and the guy adapter. Extensions and guy adapters include a high-strength bolt and nut.

**LEAD SECTIONS**

<table>
<thead>
<tr>
<th>Catalog No.</th>
<th>Length</th>
<th>Helix Combinations</th>
<th>¹Std. Pkg./Pallet</th>
<th>²Holding Capacity - (lb.) vs. Soil Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>012642E</td>
<td>3 ft.</td>
<td>8” - 10”</td>
<td>1/20</td>
<td>Class 4 40,000, 60,000</td>
</tr>
<tr>
<td>012642EJ</td>
<td>3½ ft.</td>
<td>10” - 12”</td>
<td>1/20</td>
<td>Class 4 36,000, 40,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>4½ ft.</td>
<td>8’-10’-12’</td>
<td>1/20</td>
<td>Class 4 30,000, 32,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>5½ ft.</td>
<td>8’-10’-12’-14’</td>
<td>1/20</td>
<td>Class 4 27,000, 29,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>6½ ft.</td>
<td>8’-10’-12’-14’-14’</td>
<td>1/20</td>
<td>Class 4 24,000, 25,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>7½ ft.</td>
<td>8’-10’-12’-14’-14’</td>
<td>1/20</td>
<td>Class 4 21,000, 22,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>8½ ft.</td>
<td>8’-10’-12’-14’-14’</td>
<td>1/20</td>
<td>Class 4 18,000, 19,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>9½ ft.</td>
<td>8’-10’-12’-14’-14’</td>
<td>1/20</td>
<td>Class 4 15,000, 16,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>10½ ft.</td>
<td>8’-10’-12’-14’-14’</td>
<td>1/20</td>
<td>Class 4 12,000, 13,000</td>
</tr>
</tbody>
</table>

**EXTENSIONS**

<table>
<thead>
<tr>
<th>Catalog No.</th>
<th>Nominal Length</th>
<th>Helix Diameter</th>
<th>³Std. Pkg./Pallet</th>
</tr>
</thead>
<tbody>
<tr>
<td>19565</td>
<td>3½ ft.</td>
<td>N/A</td>
<td>1/50</td>
</tr>
<tr>
<td>19566</td>
<td>5 ft.</td>
<td>N/A</td>
<td>1/50</td>
</tr>
<tr>
<td>19567</td>
<td>7 ft.</td>
<td>N/A</td>
<td>1/50</td>
</tr>
<tr>
<td>19568</td>
<td>10 ft.</td>
<td>N/A</td>
<td>1/50</td>
</tr>
<tr>
<td>19568J</td>
<td>5 ft.</td>
<td>14”</td>
<td>1/20</td>
</tr>
<tr>
<td>19565J</td>
<td>3½ ft.</td>
<td>14”</td>
<td>1/20</td>
</tr>
</tbody>
</table>

**GUY ADAPTERS:** 18” overall length, 17” L3 length

<table>
<thead>
<tr>
<th>Eye Configuration</th>
<th>WITHOUT Pulling Eye</th>
<th>WITH Pulling Eye</th>
<th>Strand Eye Rating³</th>
<th>Pulling Eye Rating</th>
<th>⁴Std. Package per Pallet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thimbleye®</td>
<td>N/A</td>
<td>N/A</td>
<td>70,000 lb</td>
<td>12,000 lb</td>
<td>5/200</td>
</tr>
<tr>
<td>Twineye®</td>
<td>C1020024A</td>
<td>C1020024A</td>
<td>14,000 lb</td>
<td>2,000 lb</td>
<td>5/200</td>
</tr>
<tr>
<td>Tripleye®</td>
<td>C1020025A</td>
<td>C1020025A</td>
<td>14,000 lb</td>
<td>2,000 lb</td>
<td>5/200</td>
</tr>
<tr>
<td>Ovaleye</td>
<td>C1100041</td>
<td>N/A</td>
<td>14,000 lb</td>
<td>2,000 lb</td>
<td>5/200</td>
</tr>
</tbody>
</table>

²Guys are shipped in corrugated cartons.

**LEAD SECTION & GUY ADAPTER COMBINATIONS**

<table>
<thead>
<tr>
<th>Catalog No.</th>
<th>Guy Adapter</th>
<th>Helix Combinations</th>
</tr>
</thead>
<tbody>
<tr>
<td>126541A</td>
<td>Thimbleye®</td>
<td>8” - 10”</td>
</tr>
<tr>
<td>126541E</td>
<td>Thimbleye®</td>
<td>10” - 12”</td>
</tr>
<tr>
<td>126541Ed</td>
<td>Thimbleye®</td>
<td>8” - 10” - 12”</td>
</tr>
<tr>
<td>126541JN</td>
<td>Thimbleye®</td>
<td>10” - 12” - 14”</td>
</tr>
<tr>
<td>126541EJN</td>
<td>Thimbleye®</td>
<td>10” - 12” - 14” - 14”</td>
</tr>
<tr>
<td>126542A</td>
<td>Twineye®</td>
<td>8” - 10”</td>
</tr>
<tr>
<td>126542E</td>
<td>Twineye®</td>
<td>10” - 12”</td>
</tr>
<tr>
<td>126542Ed</td>
<td>Twineye®</td>
<td>8” - 10” - 12”</td>
</tr>
<tr>
<td>126542JN</td>
<td>Twineye®</td>
<td>10” - 12” - 14”</td>
</tr>
<tr>
<td>126542EJN</td>
<td>Twineye®</td>
<td>10” - 12” - 14” - 14”</td>
</tr>
<tr>
<td>126543A</td>
<td>Tripleye®</td>
<td>8” - 10”</td>
</tr>
<tr>
<td>126543E</td>
<td>Tripleye®</td>
<td>10” - 12”</td>
</tr>
<tr>
<td>126543Ed</td>
<td>Tripleye®</td>
<td>8” - 10” - 12”</td>
</tr>
<tr>
<td>126543JN</td>
<td>Tripleye®</td>
<td>10” - 12” - 14”</td>
</tr>
<tr>
<td>126543EJN</td>
<td>Tripleye®</td>
<td>10” - 12” - 14” - 14”</td>
</tr>
</tbody>
</table>

³Packaging note: Lead sections are banded to wood blocks to facilitate forklift handling. Guy adapters are shipped in separate corrugated cartons.

**LOAD CAPACITY¹ BASED ON INSTALLATION TORQUE²**

<table>
<thead>
<tr>
<th>Catalog No.</th>
<th>Length</th>
<th>Helix Combinations</th>
<th>Installation Torque (ft-lb)</th>
</tr>
</thead>
<tbody>
<tr>
<td>012642E</td>
<td>3 ft.</td>
<td>8” - 10”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJ</td>
<td>3½ ft.</td>
<td>10” - 12”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>4½ ft.</td>
<td>8”-10”-12”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>5½ ft.</td>
<td>8”-10”-12”-14”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>6½ ft.</td>
<td>8”-10”-12”-14”-14”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>7½ ft.</td>
<td>8”-10”-12”-14”-14”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>8½ ft.</td>
<td>8”-10”-12”-14”-14”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>9½ ft.</td>
<td>8”-10”-12”-14”-14”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
<tr>
<td>012642EJN</td>
<td>10½ ft.</td>
<td>8”-10”-12”-14”-14”</td>
<td>15,000, 20,000, 30,000, 40,000, 50,000, 65,000</td>
</tr>
</tbody>
</table>

¹Holding capacities are based on average test data and are offered as an application guide only. Ultimate strength ratings apply to properly installed anchors only. Failure to install within 5° of alignment with the guy load will significantly lower strength. Load capacities listed above are ultimate values based on average test data and are offered as an application guide. Typical deflection at ultimate load ranges between 2 and 4 inches. The listed values should be reduced by an appropriate factor of safety. Minimum vertical depth is five times the diameter of the largest helix. More specific data on soils and anchor performance in any site condition can be obtained by contacting Hubbell Power Systems.

²The torque values shown are steady values in homogeneous soils, not peak values that can occur in non-homogeneous soils such as glacial till or other rocky soils. The torque values shown are obtained by averaging the readings from the last 2 feet of anchor penetration.
Regarding the conflict with the existing deadmen. Can the upland work be completed without disrupting them? No I know that there is a conflict with the foundation of the steps, but are there other issues? Would it be possible to change the vertical foundation of the steps to a spread footing? No, do not recommend. If so, this would allow the existing deadmen to stay in place during upland construction and tiebacks could be installed with the sheet pile. I’ve attached a sketch of my thoughts. Let us know if you think this is viable or not.

If not, we could use helicals just at the tree locations and develop anchorage details at the existing wall. Our proposal is based on Helical Anchors for the entire wall length and not just at the Tree locations.

Thanks,
Chris

Christopher Gamache PE
SENIOR STRUCTURES ENGINEER
CARDNO

Office +1 727 531 3505  Direct +1 727 431 1615  Mobile +1 727 742 6168
Address 380 Park Place Blvd., Suite 300, Clearwater, Florida 33759
Email christopher.gamache@cardno.com  Web www.cardno.com

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From: Ananda Kelley <Ananda.Kelley@cardno.com>
Sent: Friday, August 31, 2018 11:11 AM
To: Christopher Gamache <christopher.gamache@cardno.com>
Subject: Fwd: 18088-119 North Bulkhead

Begin forwarded message:

From: "Duty llii, Kenneth" <Kenneth.Dutylilii@skanska.com>
Date: August 31, 2018 at 11:03:36 AM EDT
To: "Evan A. Birk" <Evan.Birk@stpete.org>, Ananda Kelley <Ananda.Kelley@cardno.com>
Cc: "David A. Hugglestone" <David.Hugglestone@stpete.org>, Raul Quintana <Jose.Quintana@stpete.org>, Brejesh Prayman <Brejesh.Prayman@stpete.org>, "Freeman, Grady" <grady.freeman@skanska.com>, "Davis, Scott A." <Scott.Davis@skanska.com>
Subject: RE: 18088-119 North Bulkhead

Evan / Ananda:

Understood.

The questions around schedule are still applicable and we need information from you if we go to helical anchors, either totally replacing the tiebacks or deadmen or just at the trees in order to save them, we need to know how this will influence the permit and how fast we can get the permit to install from the water...; additionally, I imagine we will still need to anchor at the existing wall ahead of the new sheetpile and then extend through new sheetpile. This allowing the balance of the landside work to
continue as fast as possible. The best approach might be the current design working 20’ at a time and only using the helicals at the trees...

I have reached out to Atlas and it appears as if you are looking at a catalog that is 10-15 years old but they are chasing it down for me. You indicate the spacing at 6'-3” but what lengths? How far will they have to be installed? What restraint / resistance are we needing at the existing wall with them and then the new and, will the existing wall be able to withstand installing new helicals?

Thanks

Ken

From: Evan A. Birk <Evans.Birk@stpete.org>
Sent: Friday, August 31, 2018 10:02 AM
To: Duty Iii, Kenneth <Kenneth.DutyIii@skanska.com>
Cc: David A. Hugglestone <David.Hugglestone@stpete.org>; Raul Quintana <Jose.Quintana@stpete.org>; Brejesh Prayman <Brejesh.Prayman@stpete.org>
Subject: FW: 18088-119 NorthBulkhead

Good morning Ken,

Just following up with you to see if the information Ananda provided below is enough for you to start pricing the helical option and weighing its impact to the schedule. Please let me know if you need more information or if you need further coordination with Cardno. Thank you.

Evan Birk, P.E.
Engineering & Capital Improvements
City of St. Petersburg
One 4th Street North
St. Petersburg, FL 33701
727.551.3499

From: Ananda Kelley [mailto:Ananda.Kelley@cardno.com]
Sent: Wednesday, August 29, 2018 4:57 PM
To: Duty Iii, Kenneth <Kenneth.DutyIii@skanska.com>
Cc: Evan A. Birke <Evans.Birk@stpete.org>; Ziba Mohammadi <Ziba.Mohammadi@stpete.org>
Christopher Gamache <christopher.gamache@cardno.com>
Subject: 18088-119 North Bulkhead

Good afternoon Ken,

We had a brief discussion with Ziba and Evan while at the City yesterday afternoon and it sounds like we need to take another look at preserving the two trees compromized by the wall construction, rather than moving forward with replacing them.

We ran some numbers today and it looks an alternative option that could preserve the trees would be to use helical anchors (Atlas 14” dia - 012642EJNS) spaced at 6’-3” which would coincide with every other 3’-1 ½” wall section.
One hang-up we recall with this approach is that as detailed, the architect’s step footing still conflicts with the existing deadmen. We would need these deadmen to remain during construction as they would support the existing wall. These existing deadmen would not be in conflict with the helical anchors as the anchors would penetrate below the deadmen.

Please let us know how you would like us to proceed and if the architect is willing to modify their footing detail to avoid impacts to the existing deadmen.

Thank you,

Ananda

Ananda Kelley PE
PRACTICE GROUP MANAGER
SENIOR PRINCIPAL - TRANSPORTATION STRUCTURES
CARDNO

Direct +1 727 531 3505
Address 380 Park Place Blvd. Suite 300, Clearwater, FL 33759
Email ananda.kelley@cardno.com  Web www.cardno.com

CONNECT WITH CARDNO  LinkedIn  Twitter  Facebook  YouTube

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Your Sunshine City

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Thank you.
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, Chair, and Members of City Council

Subject: Approving the purchase of five replacement vacuum tanker trucks from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $1,564,090.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 122017-FSC. The vendor will furnish and deliver five vacuum tanker trucks. Four vehicles will be assigned to the Water Resources Department and one vehicle will be assigned to Stormwater Pavement and Traffic Operation Department. They will be used for water pipe maintenance and vacuum debris removal.

The vendor will provide five Vactor 2100i PD with a 16" vacuum and 12-yard debris combo, with a 2018 Peterbilt 567 6x4 tandem 370 HP chassis. The vehicles have life expectancies of 8-10 years. These units will replace vehicles that are 8-10 years old and have reached the end of their economic useful life. The vendor is providing a $95,000 trade in allowance for each vehicle. Historically the sale price of these vehicles in similar condition at public auction is approximately $76,000, therefore a trade-in has been determined to be in the City's best interest.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 122017-FSC:

Environmental Products Group, Inc. (Apopka)................................................. $1,564,090

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vactor 2100i PD, 16&quot; vacuum, 12-yard</td>
<td>5</td>
<td>$407,818</td>
<td>$2,039,090</td>
</tr>
<tr>
<td>debris with 1,500-gallon tank</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade-In allowance</td>
<td>5</td>
<td>(95,000)</td>
<td>(475,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,564,090</td>
</tr>
</tbody>
</table>

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 122017-FSC, effective through February 20, 2022. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Equipment Replacement Fund (4007) and the Stormwater Equipment Replacement Fund (4017), Fleet Mechanical Costs Division (800-2527).

Attachments: Price History
Resolution

Approvals:

[Signatures] Administrative
[Signatures] Budget
<table>
<thead>
<tr>
<th>Item Description</th>
<th>2013</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>+/-</th>
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</thead>
<tbody>
<tr>
<td>1 Vector 2100i PD, 16&quot; vacuum, 12-yard debris combo</td>
<td>$314,814</td>
<td>$343,010</td>
<td>$407,818</td>
<td>(12%)</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2018-____

A RESOLUTION APPROVING THE PURCHASE OF FIVE (5) REPLACEMENT VACUUM TANKER TRUCKS FROM ENVIRONMENTAL PRODUCTS GROUP, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $1,564,090 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 122017-FSC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 5 vacuum tanker trucks to replace vacuum tanker trucks that have reached the end of their economic useful life for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental agencies; and

WHEREAS, Environmental Products Group, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 122017-FSC; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of a five (5) replacement vacuum tanker trucks from Environmental Products Group, Inc. for the Fleet Management Department at a total cost not to exceed $1,564,090 utilizing the National Joint Powers Alliance Contract No. 122017-FSC are hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00399400
The following page(s) contain the backup material for Agenda Item: Ordinance approving a third party-initiated application with owner support for a Local Historic Landmark designation of the Huggins-Stengel Field, located at 1320 5th Street North. [Quasi-Judicial] (City File HPC 18-90300005)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of October 4, 2018

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

SUBJECT: Historic Landmark Designation of Huggins-Stengel Field, located at 1320 – 5th Street North (City File HPC 18-90300005). [QUASI-JUDICIAL]

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

REQUEST: The request is to list Huggins-Stengel Field as a local historic landmark in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On September 11, 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 first reading of the attached proposed ordinance; AND 2) SET the second reading and quasi-judicial public hearing for October 18, 2018.

Attachments: Ordinance, Staff Report to the CPPC, Designation Application
ORDINANCE NO.____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING HUGGINS-STENGEL FIELD, LOCATED AT 13205 5TH STREET 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 Huggins-Stengel Field, which is recognized for its significance in the areas of Entertainment/Recreation and Social History, 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, Huggins-Stengel Field meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
(c) It is identified with a person or persons who significantly contributed to the development of the city, state, or nation.

SECTION 2. The City Council finds that Huggins-Stengel Field 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; and
(f) Feeling. The property’s expression of the aesthetic or historic sense of a particular period of time.

SECTION 3. Huggins-Stengel Field, 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 southeastern portion of Crescent Lake Park which contains Huggins-Stengel Field, as shown in Exhibit A

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

Approved as to Form and Substance:

City Attorney (or Designee) Date
Planning and Development Services Department Date
Exhibit A – Designation Boundary of Huggins-Stengel Field

1320 5th St. North

AREA TO BE APPROVED,

SHOWN IN

CASE NUMBER

18-90300005

SCALE:

1" = 308'
CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

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

For public hearing and recommendation to City Council on September 11, 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, Community Planning and Commission member Bob Carter 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.

<table>
<thead>
<tr>
<th>CASE NUMBER:</th>
<th>HPC 18-90300005</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS:</td>
<td>1320 5th St. N., St. Petersburg FL 33701</td>
</tr>
<tr>
<td>LANDMARK NAME:</td>
<td>Huggins-Stengel Field</td>
</tr>
<tr>
<td>OWNER:</td>
<td>City of St. Petersburg</td>
</tr>
<tr>
<td>APPLICANT:</td>
<td>Lisset G. Hanewicz, President, on behalf of the Crescent Lake Neighborhood Association</td>
</tr>
<tr>
<td>REQUEST:</td>
<td>Designation of the Huggins-Stengel Field as a local historic landmark to be listed in the St. Petersburg Register of Historic Places</td>
</tr>
</tbody>
</table>

Practice at Huggins-Stengel Field circa 1930. Photograph PO3346 courtesy of the St. Petersburg Museum of History.
Contents
Overview and Background .................................................................................................................. 1
  Summary: Huggins-Stengel Field ................................................................................................. 2
Summary of Existing Conditions ..................................................................................................... 2
  Primary Character-Defining Historic Features ............................................................................. 2
  Site Evolution and Non-Historic Alterations ................................................................................. 3
Staff Findings .................................................................................................................................. 3
  Historic Significance and Satisfaction of Eligibility Criteria ....................................................... 3
  Historic Integrity ............................................................................................................................ 5
Property Owner Consent and Impact of Designation ...................................................................... 5
Consistency with St. Petersburg's Comprehensive Plan, Existing Land Use Plan, and Future Land Use Plan .............................................................................................................................................. 5
Recommendation ............................................................................................................................. 6
References ......................................................................................................................................... 7

Appendices
Appendix A  Photographs of Subject Property
Appendix B  Maps of Subject Property
Appendix C  Application
OVERVIEW AND BACKGROUND

On April 23, 2018, a local historic landmark designation application was submitted for the Huggins-Stengel Field in Crescent Lake Park (the "subject property") by Lisset Hanewicz, President, on behalf of the Crescent Lake Neighborhood Association. The application (Appendix C) provides extensive information concerning the field’s history and establishes the site’s contextual significance to the history of St. Petersburg as a representation of the city’s early role as a destination for spring training activities held by Major League Baseball teams seeking more palatable climates for pre-season practice. Staff has determined that these narrative elements of the application are complete and require no further elaboration to substantiate the significance of Huggins-Stengel Field.

Submitted with the application package were relevant portions of the Crescent Lake Neighborhood Plan, which was prepared by the Florida Center for Community Design and Research and adopted by the City of St. Petersburg in June of 1994. The relevant portions include a recommendation that the Neighborhood Association “Pursue city landmark designation for the Huggins Stengel Field [sic] and the water tower” as an objective toward the goal of identifying and enhancing community character and identity, as well as an implementation matrix suggesting that this be completed in 1996, and that the city fees of $400 be waived, presumably accounting for the cost of two individual applications, which continue to be processed at a fee of $200 each. Indeed, Crescent Lake Water Tower was designated as a Local Historic Landmark through a City-initiated process in 2008 under City File HPC 07-02. No formal action had been taken regarding the local landmark designation of the Huggins-Stengel Field until the submission of this application.

The subject property remains under the ownership of the City of St. Petersburg. Staff from the City’s Leisure Services Department were provided with a copy of the application upon submission and have been given additional information on the implications of designation by staff of the Urban Planning and Historic Preservation Division.

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2 City of St. Petersburg, "Historic Landmark Designation of the Crescent Lake Water Tower (HPC Case No. 07-02)," 2008, On file, City of St. Petersburg Urban Planning and Historic Preservation Division.
Summary: Huggins-Stengel Field

Property Name (Current/Common): Huggins-Stengel Field
Historic Names: Field at Crescent Lake Park
Miller Huggins Field

Date of Construction: 1924-1925
Period of Significance: 1924-1968
Builder: Wilbur F. Smith, chair of City Park Board during construction

Criteria for Landmark Eligibility: A and C
Areas of Significance: Entertainment/Recreation
Social History
Retention of Historic Integrity: Location, Design, Setting, Materials, Workmanship, and Feeling

SUMMARY OF EXISTING CONDITIONS
As noted, the application attached as Appendix C provides a detailed description of the site. In order to make clear the implications of this proposed designation for future maintenance and rehabilitation projects, staff recommends that the preservation of the following character-defining historic features be a priority in future Certificate of Appropriateness (“COA”) review. Changes to non-historic alterations require COA review to ensure appropriate treatment of surrounding historic fabric and the site as a whole.

Primary Character-Defining Historic Features

Playing Surface
- Northwest orientation of primary field;
- Layout of field and bases, which today follow contemporary requirements established by the Major League Baseball (“MLB”) rulebook:
  - Infield: 90’ square,
  - Bases set every 90’ along that square,
  - Second base located 127 feet, 3 3/8 inches from home place,
  - Dirt circle with 26’ radius located around home plate and encompassing left-handed and right-handed batters’ boxes and catcher’s box,

Dugouts
- Locations at first base and third base sides of field;
- Concrete block construction;
- Low-pitched shed roofs of corrugated metal with dual-layer fascia and broad overhang creating shade for interior seating;
- Flat, full-width benches; and
- Adjacent flagpole.
Site Evolution and Non-Historic Alterations

The designation application proposes a boundary which excludes associated but non-historic elements of the site including the 1959 clubhouse building (which replaced the original 1925 structure) and parking lot to the east of the field.

The proposed designation boundary follows the contemporary fence line of the field. As shown in Figure 1, the site does not appear to have been fully fenced as late as the early 1940s. By the 1950s, (Figure 2), a fence and lighting had been added to the perimeter of the outfield, the practice fields had been more formally laid out, and tennis courts had been added at the southwestern edge of Crescent Lake Park. The two practice fields have been eliminated and the field is presently enclosed by a chain-link fence (Figure 3).

STAFF FINDINGS

In St. Petersburg, eligibility for designation as a local historic landmark is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that Huggins-Stengel Field was initially constructed as a baseball field approximately 94 years ago and surpasses the minimum requirement of 50. Further, staff suggests that the subject property satisfies two Criteria for Significance and six Criteria of Integrity. Staff, therefore, recommends approval of the application to designate the subject property to the St. Petersburg Register of Historic Places.

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine criteria, and the period during which this significance was achieved. One or more Criteria for Significance must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service’s criteria for listing in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness.

Period of Significance

A historic resource’s period of significance is the time frame during which a historic resource was associated with the important events, activities, themes, or people which qualify it for consideration as significant. Because these events and activities generally must have taken place 50 or more years prior to designation, the period of significance often ends at that point, even if the significant events continued. Such is the case with Huggins-Stengel Field. Because the site draws historic significance from its status as St. Petersburg’s lone remaining field to have served as a training field, the period of significance for Huggins-Stengel Field is 1924-1968, which includes the field’s construction as a training field for the New York Yankees, their nearly annual

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use of the field for training from 1925 through 1960, and the use of the field for training by the New York Mets from 1960 through the end of the current historic era in 1968.

**Criteria for Significance**

Nine criteria for historic significance are defined by St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5(D). In the case of Huggins-Stengel Field, staff has determined that the proposed listing satisfies the St. Petersburg Register criteria as follows.

<table>
<thead>
<tr>
<th>Is at least one of the following criteria for eligibility met?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>Yes</strong></td>
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<td><strong>No</strong></td>
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<td><strong>No</strong></td>
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<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>No</strong></td>
</tr>
</tbody>
</table>

The application (Appendix C) provides historical context and analysis of the subject property's historic significance in the areas of Entertainment/Recreation and Social History. Staff concurs with the applicant's conclusion that the subject property satisfies criteria A and C in these areas. The application additionally suggests that the subject property be designated under criterion I, which is generally reserved for sites with archaeological significance. Staff does not recommend that this criterion be included in the designation's approved significance.
Historic Integrity

Under the second part of the two-part assessment of eligibility for designation as a historic landscape, staff finds that Huggins-Stengel Field retains integrity in six of seven given criteria, surpassing the requirement of one or more.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

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

The single area in which integrity has been somewhat diminished is Association; this is due to the fact that the site is no longer used as a Major League Baseball spring training facility. Due to its continued use as a baseball use, on-site historic interpretation, and retention of other factors of integrity, Huggins-Stengel Field successfully continues to convey its history.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The application for the proposed local landmark designation was submitted and is supported by the encompassing neighborhood association, the Crescent Lake Neighborhood Association. The site is currently owned and operated by the City of St. Petersburg. Staff from the City’s Leisure Services Department were provided with a copy of the application upon submission and have been given additional information on the implications of designation by staff of the Urban Planning and Historic Preservation Division.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city and its sites. The designation of historic landmarks protects and enhances the St. Petersburg’s historic character, fulfills the City’s goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

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

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

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.
Policy LU1O.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

• National Register or DOE status
• Prominence/importance related to the City
• Prominence/importance related to the neighborhood
• Degree of threat to the landmark
• Condition of the landmark
• Degree of owner support

RECOMMENDATION

Staff recommends approval of the request to designate Huggins-Stengel Field, located at 1320 5th Street North, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.
REFERENCES


Appendix A
Photographs of Subject Property
Figure 1: Huggins-Stengel Field circa 1940, looking north-northeast. Note apparent absence of fencing except that at lower-right, faint outline of northern and western practice fields, and absence of tennis courts at lower left. Photograph P02752 courtesy of the St. Petersburg Museum of History.

Figure 2: Huggins-Stengel Field, circa 1950. Photograph P01570, Courtesy of the St. Petersburg Museum of History.
Figure 3: Huggins-Stengel Field via Google Earth image dated March 15, 2018
Appendix B
Maps of Subject Property
Appendix C
Application
April 23, 2018

Larry Frey, PhD, AICP, CFM
Historic Preservationist
Urban Design and Historic Preservation
City of St. Petersburg
One 4th Street N
St. Petersburg FL 33701

Re: Huggins-Stengel Field in Crescent Lake Neighborhood
Local Landmark Designation Application

Dear Larry:

Pursuant to our various conversations, enclosed please find the original Local Landmark Designation Application, which I have prepared for consideration of Huggins-Stengel Field located at 1320 5th St N. as a local historic landmark site.

The Crescent Lake Neighborhood Plan was finalized in 1994 and approved by Crescent Lake Neighborhood and City Council. According to the neighborhood plan, historic designation was to be pursued for Huggins-Stengel Field and the Crescent Lake Water Tower. The city would waive the fees associated with seeking historic designation. Crescent Lake Water Tower abutting the field was designated a local historic landmark in 2008, but historic designation for Huggins-Stengel Field was never filed. I have attached the relevant pages of the Crescent Lake Neighborhood Plan. The city maintains a copy of the Crescent Lake Neighborhood Plan in its files.

Our neighborhood recently voted to proceed with pursuing the local landmark designation for Huggins-Stengel Field. We look forward to working with the City of St. Petersburg to ensure that this historic field is acknowledged by local landmark designation.

Regards,

Lisset Hanewicz, President
Crescent Lake Neighborhood Association

Enclosures: Huggins-Stengel Field Local Landmark Designation Application
Portions of Crescent Lake Neighborhood Plan
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY

historic name  Huggins-Stengel Field
other names/site number  Crescent Lake Field, Miller Huggins Field, Casey Stengel Field / Site No. P106892
address  1320 5th St N, Saint Petersburg, Fl 33701
historic address  same

2. PROPERTY OWNER(S) NAME AND ADDRESS

name  City of St. Petersburg
street and number  PO Box 2842
city or town  Saint Petersburg state FL zip code 33701
phone number (h) (w) 727-893-7111 e-mail

3. NOMINATION PREPARED BY

name/title  Lisset G. Hanewicz, President
organization  Crescent Lake Neighborhood Association
street and number  PO Box 7243
city or town  Saint Petersburg state FL zip code 33734
phone number (h) (w) 727-914-4070 e-mail info@clnastpete.org
date prepared 04-22-18 signature Lisset G. Hanewicz

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)

Huggins-Stengel Field as shown on attached aerial map delimiting proposed boundary. Also see continuation sheet for boundary description.

5. GEOGRAPHIC DATA

acreage of property  more than 1 acre
property identification number  183117188640010000
### 6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
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<td>Recreation &amp; Culture/Sports Facility</td>
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### 7. DESCRIPTION

#### Architectural Classification
(See Appendix A for list)

<table>
<thead>
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#### Materials

<p>| |</p>
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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

<table>
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<tr>
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<th>Contributing resources previously listed on the National Register or Local Register</th>
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</table>
Huggins-Stengel Field
Name of Property

### 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.
- [x] 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.
- [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)

- Entertainment/Recreation
- Social History
- Period of Significance
  - 1925-1995
- Significant Dates (date constructed & altered)
  - 1925
- Significant Person(s)
  - Al Lang, Miller Huggins, Casey Stengel
- Cultural Affiliation/Historic Period
- Builder
- Architect

#### Narrative Statement of Significance

(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.)
BOUNDARY DESCRIPTION AND JUSTIFICATION

Boundary Description

The portion of Crescent Lake Park on which the Huggins-Stengel Field rests, as recorded in Plat Book 19, Page 80, Public Records of Pinellas County, Florida, described as follows:

Crescent Lake Park, Block A, and an unsubdivided area described as from the southeast corner of Block A running west 796.6 feet for Point of Beginning thence westerly 101.04 feet to the east right-of-way of 7th Street North thence northerly along right-of-way 360 feet (S) thence East 132 feet (S) thence south 330 feet to point of beginning and vacation of 13th Avenue North adjacent

Boundary Justification

The boundary consists of the portion of the Park historically associated with Huggins-Stengel Field f/k/a Crescent Lake Field and Miller Huggins Field.

PHYSICAL DESCRIPTION

Summary

Huggins-Stengel Field located within Crescent Lake Park at 1320 5th Street North was constructed in 1925 as a baseball practice field for the New York Yankees. It was originally named Crescent Lake Field, was renamed Miller Huggins Field in 1931, and eventually Huggins-Stengel Field. It was used by the New York Yankees from 1925 to 1961, followed by the New York Mets from 1962-1987, and the Baltimore Orioles from 1992-1995.

Setting

Huggins-Stengel Field is located north of downtown St. Petersburg at 1320 5th Street North. It is part of Crescent Lake Park and is situated in the southeastern corner of the park immediately northwest of the historic Crescent Lake Water Tower. The field was constructed in 1925, one year before the local landmark, Crescent Lake Water Tower, which was built in 1926. Huggins-Stengel Field, Crescent Lake Water Tower, and Crescent Lake Park lie within a residential neighborhood, Crescent Lake Neighborhood. Crescent Lake Neighborhood is one of St. Petersburg's traditional neighborhoods.
Huggins-Stengel Field located in Crescent Lake Park at 1320 5th Street North was completed in 1925 as a baseball practice field for the New York Yankees. The field consists of the playing surface, two dugouts, and two bullpens. The playing field is encompassed between the outfield fence and the Crescent Lake Water Tower on the southeast corner. The field is oriented to the northwest. The infield of Huggins-Stengel Field is set to the specifics regulated by Major League Baseball, which states that the infield is to be ninety feet square with a base, a white canvas or rubber bag, set at every ninety feet along that square, with second base being located 127 feet, 3 3/8" from home plate, a five-sided slab of whitened rubber. The first, second, and third base bags are fifteen inches square, and not more than five inches thick. Located around home plate is a dirt area, measured at a 26' foot circle, allowing for the home plate, right-handed and left-handed batter's boxes and a catcher's box.

There are also two dugouts located on the field, one on the first base side and one on the third base side. The dugouts are constructed of concrete blocks. Seating inside of the dugouts is constructed using metal flat seat planking. Both dugouts are roofed with corrugated metal. There is a flag pole to the west side of the dugout by the third base side. A baseball backstop fence is located between the dugouts with a wood bench behind the backstop fence. The Crescent Lake Water Tower stands surrounded by fencing behind the baseball backstop.

The outfield is designated between two foul lines extending two sides of the square, often associated with the first and third base lines. The distance from home plate to the left field pole is 340 feet; 400 feet to left center field; 409 to center; and 437 feet to right field. These distances are the actual distances, although the signs on the fence state the distances as Left field - 340, Center - 400, and Right field - 430. A dirt strip is located along the outfield fence forming what is known as a "warning track," which runs along the entire outfield fence. There are also two bullpens located in foul territory. One bullpen is situated in the foul territory by first base and the other bullpen is in the foul territory by third base. Each of these bullpens contains two pitcher's mounds.

The original 1920's Yankees clubhouse, which was adjacent to the field, was torn down and replaced by the current clubhouse built in 1960. Some original lockers were moved to the new clubhouse. In 2003, the clubhouse underwent renovations to house the City of St. Petersburg's Teen Arts, Sports, and Cultural Opportunities (TASCO) offices.

Integrity

Huggins-Stengel Field retains the integrity of location, design, setting, feeling, and association. Originally, there was no fence enclosing the field. Eventually, Australian pine trees were densely planted on the border of Crescent Lake by Huggins-Stengel
Field after batters complained of the reflection from the lake. Around 1954, an outfield chain-link fence was erected between the field and the trees to prevent shorter drives from rolling into Crescent Lake. At one point, a second practice field oriented to the northwest was added in the northeastern end of Huggins-Stengel Field, which is no longer there. Since being built, the baseball field has never been raised or lowered.

STATEMENT OF SIGNIFICANCE

Summary

Huggins-Stengel Field is significant at the local level in the areas of Entertainment/Recreation and Social History and meets the following criteria for designation of a historic property found in Section 16.30.070.2.5.D of the City of St. Petersburg Code:

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

(c) It is identified with a person who significantly contributed to the development of the City, state, or nation

(i) It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Al F. Lang, former St. Petersburg Mayor from 1916 to 1920, is best known for bringing baseball to St. Petersburg. The tradition of spring training in St. Petersburg began in 1914. In 1924, Al Lang convinced the New York Yankees to train in St. Petersburg. Crescent Lake Field was built in 1925 as the training field for the Yankees. A decade after spring training's arrival in St. Petersburg, St. Petersburg became the epicenter for major league training and a tourist destination.

An era of spring training at Crescent Lake Field (n/k/a Huggins-Stengel Field) would continue for 70 years. The New York Yankees trained at Huggins-Stengel Field from 1925-1942, 1946-1950, 1952-1961. In 1951, the New York Giants trained at Huggins-Stengel Field due to an agreement with the Yankees to swap training sites. After the New York Yankees left St. Petersburg, the New York Mets (1962-1987) and the Baltimore Orioles (1992-1995) held their spring training at Huggins-Stengel Field. Baseball greats such as Babe Ruth, Lou Gehrig, Bill Dickey, Joe DiMaggio, Yogi Berra, Whitey Ford, Mickey Mantle, Cal Ripken Jr., Roger Maris, Tom Seaver, Daryl Strawberry, Dwight Gooden, Nolan Ryan, and Willie Mays played at Huggins-Stengel Field. The field has not been raised or lowered and is virtually the same field baseball legends played on since 1925.
The history of major league baseball spring training in St. Petersburg dates back to 1914. In the spring of 1914, major league baseball arrived in the City of St. Petersburg due to the efforts of a local baseball association, St. Petersburg Baseball and Amusement Co., courting the St. Louis Browns to hold their spring training in St. Petersburg. The St. Louis Browns only trained in St. Petersburg one year because the team decided to go elsewhere in 1915. In October 1914, the local baseball association, represented by Al Lang, underwent efforts to find another big-league club to train in St. Petersburg. By November 1914, Al Lang had successfully arranged for the Philadelphia Phillies to hold their 1915 spring training in St. Petersburg. In 1916, Pat Moran, Phillies Manager, remarked that all the credit was to be given to Al Lang that the Phillies were in St. Petersburg.

In 1916, Al Lang successfully ran for Mayor of St. Petersburg. He was re-elected in 1918 and served until 1920. His involvement in bringing national league baseball to the city and being the head of the local baseball association were some of his achievements when running for mayor establishing him as a local hero. Hosting major league baseball spring training games not only brought visitors to St Petersburg, but also ensured national exposure for the city for years to come.

The Phillies trained at Sunshine Park, a ballpark adjacent to Coffee Pot Bayou. Sunshine Park, also known as Coffee Pot Bayou Park, was the first ballpark in St. Petersburg used for major league spring training. Its location remains unclear – some believe it was located somewhere in Granada Terrace while others believe it was on North Shore Drive. The Phillies trained in St. Petersburg through 1918 and notified Al Lang late in 1918 they would not return for 1919 season.

Mayor Al Lang immediately began efforts to secure a major league team to train in St. Petersburg. Al Lang’s efforts to sign a big-league club to train in St. Petersburg continued after he finished his term as Mayor. Not until late 1921, after three years of working towards his goal of bringing spring training back to St. Petersburg, did Al Lang sign a major league team - the Boston Braves. Improvements on Waterfront Park, which was located a block south of the St. Petersburg Yacht Club, began within 24 hours of the news of the acceptance. Waterfront Park was an aviation field that was turned into a ball field when Sunshine Park, Lang’s original ball park, had been cut into building lots a few years earlier. The Boston Braves began their spring training in St. Petersburg in 1922 and continued until 1937.

In 1924, it was announced that St. Petersburg would have two major league ball clubs training in St. Petersburg – the Championship New York Yankees and the Boston Braves. The New York Yankees would hold spring training in St. Petersburg beginning in 1925. At the time, the Yankees were the 1923 World Series champions and had one of the most famous baseball players, Babe Ruth. Al Lang, who became known as St. Petersburg’s “Ambassador of Baseball,” was responsible for negotiating the deal.
Pursuant to the terms of the contract, the Yankees would train in St. Petersburg for six years. St. Petersburg would be the only city in the United States to have two major league teams training in the same city. The deal would bring the total of major league teams training in Florida to ten.

Crescent Lake Park, one of the largest park reservations in the area, was the chosen site for the New York Yankees' training field. In 1919, C. Perry Snell, who owned Crescent Lake Park and 56 acres around the lake, sold it to the City of St. Petersburg for $30,000 to turn it into a park. The $30,000 price was much less than the property's value at the time of the sale. Mr. Snell, a huge benefactor of public parks, sold it to the city on easy terms so that the city could use money from its budget for the purchase price. In 1920, the city identified Crescent Lake Park as a location for a new athletic field for big-league training, although it would not come to fruition until Al Lang made the deal with the New York Yankees in 1924.
Figure 2 Plat of Property of City of St. Petersburg Around Crescent Lake, May 1928. Plat Book 19, Page 80.
By June 1924, work had begun to prepare the Crescent Lake park grounds for the New York Yankees. Al Lang was the authorized representative of the Chamber of Commerce to transact all business in connection with preparing Crescent Lake baseball field for the Yankees. All the training was to take place at Crescent Lake field with exhibition games played at Waterfront Park. It only took a couple of months after Al Lang announced the New York Yankees were going to hold spring training in St. Petersburg to complete the training field at Crescent Lake Park with the exception of planting the grass and clearing scrub oaks from the adjoining land.

The training field would occupy about six acres in the extreme southeast corner of Crescent Lake Park. The ground was built up more than seven feet about the level of the lake. This was done by cutting away the high ground on the eastern half of the field and grading it toward the lake. A dredge was used to fill in sand from the bottom of the lake into the depression around the lake. The Yankees training field would be accessible from Fourth Street. The clearing of the scrub oaks and underbrush from the south section of the property would provide parking spaces for more than 500 automobiles. Temporary bleachers would be erected since all games would be played at Waterfront Park. At the time, the city planned to build a huge concrete stadium on the site, which along with an athletic field for the schools would make Crescent Lake Park a center of sports.

Phil Schenck, the groundkeeper of Yankee Stadium, supervised the field’s construction and wanted a deep right field. A deep right field would ensure that less baseballs would end up in the lake. The field was “made to measure” for Babe Ruth who was the home
run king at the time. As a result, they filled in and sodded the field for a distance of 390 feet from home plate to the outer rim of right field.

A permit was issued on January 26, 1925 to build the clubhouse building for the Yankees. It was to be situated on the high ground at the right of the first base line in front of 13th Avenue N. The building was 70 feet long and provided space for 52 lockers. In the front part of the structure there would be three separate rooms: one for manager Miller J. Huggins, a supply room, and another room used as a rubbing room.

![Yankees Work Out at Park Presentation](image)

Figure 4 "Miller Huggins Presented with Training Field." St. Petersburg Times, 24 February 1925.
On February 23, 1925, 5,000 fans witnessed Al Lang officially turn over Crescent Lake baseball field over to the New York Yankees. Al Lang pitched the ball to Miller Huggins symbolizing the official transfer of the park. Within a decade, St. Petersburg had become the epicenter for major league training and developed into a major tourist location. The day before Al Lang handed Crescent Lake Park to Yankees manager Miller J. Huggins, reporter Stoney McLinn wrote that it "will do well to go back a matter of 10 years and recall that it was baseball, the nation’s pastime, that started to put the Sunshine City on the map." The Yankees won the World Series in 1927 and 1928. During the months of February and March, fans would fill the stands at Crescent Lake Park to watch the Yankees, especially Babe Ruth, Lou Gehrig, and Tony Lazzeri.

In 1930, Crescent Lake Field was dedicated to Yankees manager Miller Huggins who had passed away in 1929. A ceremony was held at Crescent Lake Park with more than 2,000 persons in attendance and a granite block with a bronze tablet was unveiled at the ceremony. The granite block weighed approximately 1,500 pounds. The monument was to be an exact counterpart of the Eddie Grant memorial at the Polo grounds in New York. The monument currently stands outside the former clubhouse. The bronze tablet honoring Miller Huggins reads:

"As a memorial and tribute to an outstanding sportsman and splendid character, who as a Manager of the New York Yankees and resident of this city contributed to its fame and the betterment of baseball, the citizens of St. Petersburg dedicate this ground, which forever shall be known as Miller Huggins Field."

In 1946, the City of St. Petersburg constructed a replacement for the aging Waterfront Park. The new ballpark was named in honor of Al Lang. Al Lang Field opened in March 1947. The Yankees would hold their home spring training games to Al Lang Field, but continue their practice sessions at Huggins-Stengel Field. The Yankees shared Al Lang Field with the St. Louis Cardinals, the other team in St. Petersburg at the time.
Since 1925, there were only a few years that the Yankees did not train at Huggins-Stengel Field. The Yankees did not train in St. Petersburg from 1943-1945 due to war-time travel restrictions. Then in 1951, the New York Yankees and the New York Giants swapped training sites with the Yankees going to Phoenix and the Giants training at Huggins-Stengel Field. The Giants became the first team other than the Yankees to train at Huggins-Stengel Field.

Figure 6 Aerial CL looking north 1940's. St. Petersburg Museum of History, Photo P02752. This photograph was taken prior to tennis courts being built on the southwest corner of the park.

Figure 7 CL Baseball Park, 1940's. St. Petersburg Museum of History, Photo P01570.
In 1959, a new $29,300 clubhouse (100’x49’) was slated to be built and completed by the beginning of spring training in 1960. The clubhouse would replace the original clubhouse, which at the time of construction was still standing at the entrance to the field situated at 5th St. N. and 13th Ave. N. The new clubhouse was located opposite of right field.

Al Lang passed away in 1960. Before Al Lang moved to Florida in 1910, there were no major league teams on the west coast. He changed the course of St. Petersburg's history by pursuing his goal of bringing major league baseball teams to St. Petersburg. St. Petersburg greatly benefited from the efforts of the man known as St. Petersburg's "ambassador of baseball."

In February 1961 news broke of the Yankees moving from St. Petersburg to Ft. Lauderdale. At the time, there had been segregation related housing issues for players training in St. Petersburg. However, another issue in keeping the Yankees in St. Petersburg were the dated facilities. Plus, Al Lang Field was shared with another team. The facilities in St. Petersburg could not compare to what Ft. Lauderdale promised—a new modern 8,000 seat stadium including air-conditioned clubhouse and offices with desegregated housing for players. The spring training season of 1961 would mark the end of an era of the Yankees in St. Petersburg. After 36 years, the Yankees left St. Petersburg for new facilities in Ft. Lauderdale. The Yankees won a total of 17 World Championship titles in the years they trained at Huggins-Stengel Field.

In 1962, a new expansion team, the New York Mets, would call Huggins-Stengel Field home for spring training. Also, a person well-known in St. Petersburg would come out of retirement and become the first manager for the Mets, Casey Stengel. Casey Stengel was the manager of the Yankees from 1949 through 1960. During Stengel's tenure, the Yankees won 10 pennants and 7 World Championships.

In 1962, a group of city officials and civic leaders wanted to pay tribute to Casey Stengel by changing the name of Huggins Field to Casey Stengel Field. A resolution was passed by the City of St. Petersburg city council. On August 25, 1962, a formal presentation was made in a ceremony prior to a Mets-Dodgers game at Polo Grounds. There was opposition to the name change and in January 1963 the Chamber of Commerce's baseball committee endorsed a combined name, Huggins-Stengel Field. On February 21, 1963 the field was renamed Huggins-Stengel Field. In August 1963, a
tablet on a granite block, similar to the one dedicated in 1930 to Miller Huggins, was erected at Huggins-Stengel Field honoring Casey Stengel. The plaque reads:

"One of baseball’s most popular and widely known figures who, as manager of the New York Yankees, won ten American League pennants in 12 years, helping to make the Sunshine City the spring training capital of the world and who now has returned as manager of the New York Mets, this plaque is gratefully and affectionately dedicated."

The New York Mets trained at Huggins-Stengel Field through the 1987 season, playing their home games at Al Lang Field (later Al Lang Stadium). During the time they trained in St Petersburg, the New York Mets won the World Series twice - in 1969 and 1986. From 1992-1995 the Baltimore Orioles trained at Huggins-Stengel Field. The team had three one-year options to play games at Al Lang Stadium and practice at Huggins-Stengel Field. At the time, the Orioles were seeking a long-term spring training home, which they found in Ft. Lauderdale in 1996.

In 1997, city council approved a 10-year lease agreement turning over management of Huggins-Stengel Field, Al Lang Stadium, and the former Busch complex to the Devil Rays. The Devil Rays did not end up using Huggins-Stengel Field much for practice because they had other practice fields. As a result, in late 1999 the Devil Rays returned Huggins-Stengel Field to the city. While Huggins-Stengel Field was in the Rays' control, improvements were made to the clubhouse, the backstop was replaced, and the irrigation system was repaired.

In 2003, the 1960 Huggins-Stengel clubhouse underwent $230,000 in renovations to make offices and a meeting room. The building is now home to the City of St. Petersburg's Teen Arts, Sports, and Cultural Opportunities program, which began in the 1980's. During the renovations, the monuments to Miller Huggins and Casey Stengel were moved from the vicinity of the right field dugout to the front of the clubhouse.
In 2008, the era of spring training in the City of St. Petersburg came to an end after 94 years. On March 28, 2008, the final spring game in the City of St. Petersburg was held at Al Lang Field with the Rays vs. Reds. During this 94-year span, with the exception of a few years during World War II, 9 major league baseball teams called St. Petersburg home for spring training:

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<td>Boston Braves</td>
<td>1922-1937</td>
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<td>1962-1987</td>
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<tr>
<td>Baltimore Orioles</td>
<td>1993-1995</td>
</tr>
<tr>
<td>Tampa Bay Rays</td>
<td>1998-2008</td>
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The historic ball fields in St. Petersburg are mostly gone. Sunshine Field/Coffee Pot Bayou Park was cut into building lots prior to Waterfront Park being built. Waterfront Park was replaced by Al Lang Field, now home to the Rowdies of the United Soccer League.

However, there is still one ball field in St. Petersburg built for baseball greats from a time long ago. It continues to be open to local schools such as St. Petersburg High School and other groups. The only visible and tangible reminders of its rich history are the monuments to Miller Huggins and Casey Stengel, some memorabilia contained in the old renovated clubhouse, and the unassuming historic baseball field sitting quietly in the Crescent Lake neighborhood known as “Huggins-Stengel Field.”
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http://m.mlb.com/glossary/rules/field-dimensions


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Lieb, Fred G. "Al Lang Closes Big Deal New York Scribes Happy.” St. Petersburg Times. 8 July 1924.


Web. 17 April 2018. 

"N.Y. Giants to Consider Plan to Train Here.” St. Petersburg Times. 11 January 1919.


St. Petersburg Landmark Designation Application
Name of Property Huggins-Stengel Field
Continuation Section


Reed, Ralph. “New Park Formed at Crescent Lake.” St. Petersburg Times. 12 October 1924.


“Shuffle Board Players Given New Clubhouse.” St. Petersburg Times. 27 October 1926.


“Two Major League Clubs Train Here Next Spring.” St. Petersburg Times. 28 June 1924.

https://sabr.org/research/spring-training-st-petersburg-its-beginnings-and-phillies-experience-1915#footnoteref146_2q0qn96


Additional photographs:

*Scene at Yankees' New Park*

St. Petersburg Times, 2 March 1925.
After Another Pennant

Meet the New York Yankees in their training camp at Crescent Lake Park. American League champions last year and strong favorites to repeat this season. Introducing, back row from left to right—Lazzeri, Dural, Grabowski, Gladd, Johnson, Mengel, Cumba, Gehrig, Wilton, Farrell, Williams, Pipp, J. Mooney, Pfeikinger, V. Davis, Hoyt, Chesterfield, Hend, Cullins, Reuther, Ruth, Dusan, Critchell and Thomas.

Front row from left to right—Koeling, Moorhart, Adams, Puschalk, Wern, Cannon (top), O'Leary, coach; Huggins, manager; G. Davis (above), Art Fletcher, coach; P. Gavella, Shawley (top), Phillips, Shucker, Henwood, Neo (son), Doc Woods (trainer), and Edie Bennett (assistant).

Photo by Ray Williams

St. Petersburg Times, 23 March 1927

Spring Training Starts Here—When the World Champion New York Yankees trained not at Miller Huggins Field, Crescent Lake, for their initial practice yesterday, 33-year-old "Foolish End-Up" Tony Lazzeri, (a bat) showed no suspicion of "Old Age" which sport writers annually predict will remove him from major league ranks. The Yankee second baseman is shown here a second after lashing the ball to the general direction of the lake during batting practice. The Yankees train daily at the municipal field, while the Boston Red, under manager Bill McKechnie, are drilling at Waterfront Park. St. Petersburg is the only city in the nation to be spring training camp for two major league teams. (Additional details up sports pages.)

St. Petersburg Times, 2 March 1937
Babe Ruth at Crescent Lake Field 1933. St. Petersburg Museum of History, Photo P01894

St. Petersburg Times, 14 October 1928.

St. Petersburg Times, 30 November 1947.

St. Petersburg Times. 2 March 1949.
Happy to be back in the Sunshine City, New York Yankee Manager Casey Stengel (left) and pitching coach Jim Turner were particularly pleased with the new outfield fence at their Huggins Field training base. It was erected by Chamber of Commerce to keep "shorter" drives from rolling into Crescent Lake.

"World Champion Yanks Launch Prospect School."

St. Petersburg Times. 3 February 1954.
Monuments to Casey Stengel and Miller Huggins in front of clubhouse

Entrance to field
Huggins-Stengel Field view from home plate

Huggins-Stengel Field view southeast towards Water Tower showing dugouts
St. Petersburg Landmark Designation Application
Name of Property Huggins-Stengel Field
Continuation Section

Dugout west of Water Tower (by third base side)
Bullpen in the foul territory by third base

Bullpen in the foul territory by first base
Aerial view of Huggins-Stengel Field via Google Maps.
CHARACTER AND IDENTITY ELEMENT

The goal of this section of the plan is to identify existing elements that contribute to the overall character of Crescent Lake Neighborhood and promote the development of new projects and programs that will preserve the neighborhood's character and strengthen its identity. Within each element is a more detailed description of the character of that aspect of the neighborhood.

The Planning Committee has identified the following existing physical characteristics as assets which contribute significantly to the Neighborhood's character:

1. Commercial corridors along east and west boundaries.
2. Crescent Lake Park (including Huggins Stengel Field and the water tower) ringed by residential properties.
3. Compact 50' x 120' lots.
4. Diversity of architectural styles.
5. Diversity of housing types, sizes, and costs.
6. Diversity in age groups and household types.
7. Largely developed from 1920's to 1950's.
8. Common physical elements:
   a. Hexagon block sidewalks
   b. Granite curbing
   c. Brick streets
   d. Service alleys

Issues

1. Identify the predominate physical characteristics and landmarks of the neighborhood and encourage their preservation.
2. Develop projects and programs which serve to strengthen the identity of the neighborhood.
4. Adopt actions and policies which serve to maintain the architectural character of the neighborhood.

Recommendations

1. Pursue city landmark designation for Huggins Stengel Field and the water tower.
2. Maintain the neighborhood logo street signs.
3. Implement a project of distinctive neighborhood logo and address tiles.
4. Produce commemorative tiles and give to owners of neighborhood landmarks.
5. Stamp neighborhood logo in sidewalks at intersection of 4th Street and 12th Avenue North; 4th Street and 22nd Avenue North; Dr. M.L. King Street and 12th Avenue North; and Dr. M.L. King Street and 22nd Avenue North.
6. Designate neighborhood plant or plants and encourage their cultivation throughout the neighborhood.
Schedule

The below schedule has been developed for the implementation of the plan's specific improvement projects and contemplates an approximate four year implementation period. It was developed based upon the assumption of the passage of a Crescent Lake Dependent District, which would consist of a one-time $3500 assessment against each of the approximately 500 properties in the neighborhood. This process has been used in the North Shore and Uptown neighborhoods to fund improvement projects within those neighborhoods. In order to create the Crescent Lake Dependent District the city will hold a special referendum with a ballot mailed to each property owner within the neighborhood. If approved, by referendum, the Crescent Lake Dependent District would then require the approval of City Council. It is anticipated that the referendum would be held in the Spring of 1995, and if approved, that the money would be available beginning in 1996.

If the referendum fails, a revised schedule will need to be developed which will entail a longer period of implementation. Under this schedule the neighborhood would attempt to implement the improvement projects mainly through the annual Great Neighborhood Partnership Grants.

A. Priority 1 Projects

1. Improve the Huggins Stengel clubhouse for use as a neighborhood meeting room.
2. Install an appropriately sized fountain, similar to the one in Mirror Lake, in the center of Crescent Lake.
3. Install four "Bicyclists Give Way to pedestrians" signs along the walkway encircling Crescent Lake.
4. Implement a project of distinctive neighborhood logo and address tiles.
5. Produce commemorative tiles and give to owners of neighborhood landmarks.
6. Research automobile speed along 5th Street and 7th Street and implement, as necessary, traffic calming devices to ensure pedestrian safety crossing to and from the park.
7. Rename 7th Street "Crescent Lake Drive" from 12th Avenue North to 22nd Avenue North.

B. Priority 2 Projects

1. Enhance the neighborhood gateways at 5th Street and 22nd Avenue North, 7th Street and 12th Avenue North, and 7th Street and 22nd Avenue North.
2. **Pursue city landmark designation for Huggins Stengel Field and the water tower.**
3. Enhance pedestrian safety at the 22nd Avenue North and 7th Street intersection by installing pedestrian crossing signs and/or painted crosswalk.
4. Upgrade existing culverts draining into and out of Crescent Lake to filter large refuse and remove oil and petroleum based fluids.
# Cresent Lake Neighborhood Improvement Program

<table>
<thead>
<tr>
<th>Projects</th>
<th>Funding Sources</th>
<th>Timeframe</th>
<th>Total</th>
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<tr>
<td><strong>Neighborhood Identity</strong></td>
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<tr>
<td>- Huggins Stangel Field &amp; Water Tower</td>
<td>$0</td>
<td>$400*</td>
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<td><strong>Commemorative Tile</strong></td>
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<tr>
<td>- Neighborhood Landmarks</td>
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<td>1995</td>
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<tr>
<td><strong>Logo &amp; Address Tiles</strong></td>
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<td>1995</td>
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<tr>
<td><strong>Logo Stamp - Sidewalks</strong></td>
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<tr>
<td>- (4 corners @ $100) + $200</td>
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<td>$0</td>
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<tr>
<td><strong>Rename 7th Street - Crescent Lake Drive</strong></td>
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<td><strong>Gateway</strong></td>
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<td><strong>Hex Block Inserts</strong></td>
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<td>5th Street North Traffic Calming</td>
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<td>7th Street North Traffic Calming</td>
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<td><strong>Pedestrian Crossing - 22nd Avenue North</strong></td>
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<td><strong>Crescent Lake Culverts</strong></td>
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<td><strong>Crescent Lake Park</strong></td>
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<td>Playing Fields Enhancement</td>
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<td>A/C - Huggins Fieldhouse</td>
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<td>Annex Improvements</td>
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<td>Observation Decks (2)</td>
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<td>($3,000 EA)</td>
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* City Fees to be waived.
** Funded by Cresent Lake Dependent District.
*** Funded by individual property owners.
**** Costs to be determined.
The following page(s) contain the backup material for Agenda Item: Requesting the City Attorney’s Office to research the potential use of Community Benefit Agreements in connection with the future redevelopment of the Tropicana Field site. (Chair Wheeler-Bowman)
Please scroll down to view the backup material.
TO: Members of City Council
DATE: September 18, 2018
COUNCIL DATE: October 4, 2018
RE: Community Benefit Agreements

ACTION DESIRED:

Respectfully requesting the City Attorney’s Office to research the potential use of Community Benefit Agreements in connection with the future redevelopment of the Tropicana Field site.

Lisa Wheeler-Bowman, Council Chair
Council Member, District 7
The following page(s) contain the backup material for Agenda Item: Support of Federal Legislation to Address Climate Change. (Councilmember Gabbard) Please scroll down to view the backup material.
TO: Members of City Council  
DATE: September 26, 2018  
COUNCIL DATE: October 4, 2018  
RE: Support of Federal Legislation to Address Climate Change  

ACTION DESIRED:  

Respectfully requesting City Council approval of the attached resolution supporting Federal legislation to address climate change.

Brandi Gabbard  
Council Member, District 2
A RESOLUTION SUPPORTING MEASURES TO
ADDRESS CLIMATE CHANGE; URGING THE
FEDERAL DELEGATION TO SUPPORT AND
EXPLORE LEGISLATION TO ADDRESS
CLIMATE CHANGE; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the burning of fossil fuels creates greenhouse gas emissions which
cause the continued warming of the atmosphere leading to an increase in heat waves, air
pollution, and flooding incidents; and

WHEREAS, the global atmospheric concentration of carbon dioxide ("CO₂") has
surpassed 400 parts per million ("ppm"), and scientific evidence indicates that a return to 350
ppm CO₂ or less is necessary to slow or stop the rise in global temperatures; and

WHEREAS, rising temperatures result in threats to the infrastructure and private
property in the City of St. Petersburg ("St. Petersburg"), and the disruption of environmental,
social, and economic systems due to climate change will increase the vulnerability of St.
Petersburg’s residents; and

WHEREAS, St. Petersburg’s City Council exists to enhance the health, safety,
and quality of life for all residents and has the responsibility to act swiftly and meaningfully on
the issue of climate change; and

WHEREAS, while St. Petersburg’s City Council can support local measures to
address climate change, it is the United States Congress which has the power to enact legislation
that would provide nationwide measures to address climate change; and

WHEREAS, one such measure that Congress has the power to create is a carbon
fee and dividend program which would place a carbon fee on all fossil fuels and other
greenhouse gases entering the system and can be charged for goods entering the United States of
America from countries without comparable carbon fees in order to ensure there is no domestic
or international incentive to relocate production of goods or services; and

WHEREAS, a carbon fee and dividend program would be an efficient, transparent
and enforceable mechanism to drive an effective and fair transition to a domestic-energy
economy, stimulate investment in alternative-energy technologies, give all businesses powerful
incentives to increase their energy-efficiency and reduce their carbon footprints, and provide
dividends to American households to help ensure that families and individuals can afford the
energy they need during the transition to a greenhouse gas-free economy.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida that City Council requests that the Federal Delegation strongly urge the
United States Congress to take prompt action to address climate change by promoting and
encouraging a reduction of greenhouse gas emissions from fossil fuels, including the exploration
of a Federal carbon fee and dividend program.
BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Federal Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
The following page(s) contain the backup material for Agenda Item: Referring to a Committee of the Whole meeting to be held November 15, 2018 for a discussion to revisit the efficiency and outcomes of the City Council’s review of technical drafts and documents. As part of the discussion, respectfully request Administration to propose an alternative process. (Councilmember Rice) Please scroll down to view the backup material.
TO: Members of City Council

DATE: September 26, 2018

COUNCIL DATE: October 4, 2018

RE: Review of technical drafts and documents

___________________________

ACTION DESIRED:

Respectfully request a referral to a Committee of the Whole meeting to be held November 15, 2018 for a discussion to revisit the efficiency and outcomes of the City Council’s review of technical drafts and documents. As part of the discussion, respectfully request Administration to propose an alternative process.

Darden Rice, Council Member
District. 4
The following page(s) contain the backup material for Agenda Item: Budget, Finance & Taxation Committee (9/20/18)
Please scroll down to view the backup material.
Present: Chair Charles Gerdes, Vice Chair Ed Montanari, Amy Foster, Darden Rice and Gina Driscoll (alternate)

Also: Council Member Steve Kornell; Council Member Brandi Gabbard; Chief Assistant City Attorney, Jeannine Williams; City Administrator/Deputy Mayor, Dr. Kanika Tomalin, Assistant City Administrator, Tom Greene; Community Development Director, Chris Ballestra; Engineering and Capital Improvement Manager/City Architect, Raul Quintana; Internal Auditor, Boriana Pollard; Administrative Aide to City Council, Kewa Wright; Senior Deputy City Clerk, Cathy Davis

A. Call to Order

Chair Gerdes called the meeting to order at 8:30 am with the above persons present.

B. Approval of Agenda

CM Rice made a motion to approve the agenda. All were in favor of the motion.

C. Approval of September 13, 2018 Minutes

CM Montanari made a motion to approve the minutes. All were in favor of the motion.

D. New/Deferred Business

D - (a) 2018 Sanitation Management Evaluation – Best & Final Offer

Ms. Pollard addressed the committee and reported that LA Consulting, Inc. has provided their best and final offer to conduct the 2018 Sanitation Management Evaluation for a total cost of $134,781. Mr. Greene reminded the committee of the various funds available in the FY18/19 budget for the management evaluation, which will include a supplemental appropriation of $19k from the FY19 contingency funds to cover the total cost.

CM Rice made a motion to approve entering into a contract with LA Consulting, Inc. for a Sanitation Management Evaluation using FY18 and FY19 funds, including a supplemental appropriation. All were in favor of the motion.
D - (b) Allocating $250k from FY19 to the St. Petersburg Museum of History and a multi-year commitment

The St. Petersburg Museum of History (SPMOH) is requesting up to $1 million of City funds for the museum’s expansion plans. Currently, $500k has been allocated between FY18/19 (through contingency funds and a non-departmental grant), $250k in FY20 and the remainder $250k would be matching funds contingent upon completion of the museum’s fundraising efforts. In addition, other targeted sources of funding were identified to include: private donors, Pinellas County and the State of Florida. Mr. Rui Farias, Executive Director for the SPMOH indicated that he has met with state officials and county officials, whom are very supportive of the expansion. There was some brief discussion regarding how much square footage is designated for archives/collections, the addition of a 3600 square feet Welcome Center and if a restaurant/café was being considered in the plans.

CM Foster made a motion to approve the commitment for funding with the conditions and terms that the administration discussed. All were in favor of the motion.

D - (c) Funding for the expansion and renovation of the Dr. Carter G. Woodson African American Museum (with some discussion on the St. Petersburg Museum of History)

Mr. Ballestra provided a summary of the City’s investments in the Dr. Carter G. Woodson African American Museum (CGWM) and the St. Petersburg Museum of History (SPMOH). The CGWM have three capital resources of funding available totaling $817k (i.e. City Funds, CDBG Funds and State Grants). The City has initiated a two-fold facility analysis and design concept for the modification of the CGWM based on the current funding. The first analysis provided for extra storage, restrooms and a patio. The second analysis was for a larger museum expansion (i.e. 5850 square foot addition).

According to Mr. Ballestra, a vision, concept or plan would need to be developed by the CGWM or the City to achieve these modifications. Since the City is guided by the Consultants’ Competitive Negotiation Act (CCNA), the timing to complete design services may become challenging since portions of the existing funding are due to expire July of 2019. Chief Assistant Attorney Williams explained the CCNA process and the terms of when it would have to be engaged. Attorney Williams stated that if the City sought out the visioning process for the CGWM, it will trigger CCNA. On the other hand, if the CGWM pursued their own professional services for visioning, utilizing private funds, CCNA would not have to be engaged.

CM Gerdes suggested appropriating $50k (or other amount) to allow the CGWM to engage in professional services to start the visioning process for the museum.

CM Foster made a motion to approve staff work with the leadership of the Dr. Carter G. Woodson African American Museum to complete a visioning process utilizing funds available or come back or to the committee to request additional allocation.

D - (d) Retroactive remedies for the Jordan Park Audit

Mr. Scott Anderson, CPA of Cherry Bekaert addressed the committee to explain options his company considered for an audit of Jordan Park. One of the options was an agreed upon procedures
engagement letter. This option is the most cost effective and it comes with limitations. It requires specific procedures to be designed upfront and the procedures will have to be designed without any professional judgement from the auditor. Therefore, an alternative approach was considered. Neal Beggan and Wendy Petes of Cherry Bekaert Risk Advisory Services discussed the process. Ms. Pete explained the underlining facts of why an independent review may be considered. She stated the three categories built into their risk-based approach include the following: unforeseen circumstances, known risks not appropriately managed and poorly designed checks and balances. Mr. Beggan explained how this approach would be divided into three phases of an audit, with phase one being the discovery phase. This will entail information gathering and interviews. Phase one will also determine if there is a sufficient amount information to move to the next phase and if so, determine the scope for phase two and three.

CM Montanari inquired about the timeline to complete the audit, the scope of the audit, what will the report be used for and the cost. Mr. Beggan stated that turnaround time will be about two weeks on phase one, the scope will be determined by the processes being implemented, the City will determine what to do with the report and the cost will be around $15k - $20k.

There was some broad discussion on the mismanagement of the HOPE VI grant, whether an audit will be valuable at this time and how can the City can be a party to enforce contractual agreements moving forward.

There was no motion to move forward with an audit.

E. Adjourned at 10:36 am

F. Upcoming Meetings Agenda Tentative Issues

1. October 11
   a. 2019 Management Evaluation (Boriana Pollard)
   b. Request for $25k allocation to Alliance for Bayway Communities to conduct a Comprehensive Feasibility Study to look at the (Steve Kornell)
   c. Investment Oversight Committee recommended changes to the Investment Policy (Anne Fritz)
   d. Report on the Independent Corridor Program and related costs for funding (Brandi Gabbard)
The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee (9/20/18)
Please scroll down to view the backup material.
City of St. Petersburg
Public Services & Infrastructure Committee
September 20, 2018 Meeting Minutes
City Hall - Room 100

Present: Committee Members - Chair Steve Kornell, Vice Chair Ed Montanari, Council Member Charlie Gerdes, Council Member Amy Foster, and Council Chair Lisa Wheeler-Bowman (Alternate)

Also Present: Council Member Gina Driscoll, Council Member Brandi Gabbard, Deputy Mayor/City Administrator Dr. Kanika Tomalin, City Attorney Jackie Kovilaritch, and Assistant Attorney Derrill Mcateer

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to order – 10:45 AM
2. Approval of agenda – CM Foster moved approval, all members voted in favor.
3. Approval of September 13, 2018 Minutes – CM Gerdes moved approval, all members voted in favor.

New Business for September 20, 2018

a) Noise Ordinance

CM Kornell introduced former Mayor Bob Ulrich and explained that although public comment is generally not permitted at committee meetings, Mr. Ulrich would be allotted 5-7 minutes to speak on behalf of the Downtown Residents Civic Association. Mr. Ulrich explained that unfettered urban noise has been an issue since his time as Mayor (1987 - 1991) and emphasized the need to implement a revised noise ordinance with more substantial penalties.

Liz Abernethy, Planning and Economic Development Director, was joined by Dave Goodwin, Special Projects Manager. Ms. Abernethy began the presentation by reestablishing the timeline of the proposed noise ordinance changes. Ms. Abernethy explained that during the previous meeting on April 12, 2018, the committee gave staff specific questions and requests for information to fulfill before moving forward. Those questions and information requests are as follows:

- Request for more information on funding
  - Ms. Abernethy explained the source of revenue comes mainly from the “Extended Hours” Permit that requires a $50/year renewal fee. In 2017, permit renewal fees have resulted in roughly $7,500.

- Police department to give input on the noise ordinance
  - Ms. Abernethy explained that the Police Department has been involved in the discussions and stated that Assistant Police Chief Joseph Dente and Major Mark Hensley would be available to answer any questions.
• Did the business community come together to discuss the issue of the noise ordinance in order to find a solution?
  
  • Ms. Abernethy explained that the Chamber of Commerce has been meeting on the issue and continues to facilitate discussions for the business community.

• More information regarding Kenwood and permitting in residential areas
  
  • Ms. Abernethy explained that the outdoor café on 5th Ave N., which abuts single family residential neighborhood, operates from 7:30 AM to 3:00 AM and is not considered a bar or restaurant. However, there have been numerous complaints about noise in the past 24 months due to live music and events such as karaoke and there are currently open codes cases for zoning violations.

• Information on the Austin, Texas - Sound Management Program
  
  • Ms. Abernethy explained that a balance between advocacy and regulation/enforcement has led to Austin’s “Sustainable Live Music Ecosystem.” Ms. Abernethy also emphasized Austin’s multidiscipline staff which consists of a music programming coordinator, a nightlife liaison, two dedicated sound officers, sound engineer, and a regulatory/permitting ombudsman. Ms. Abernethy explained that Austin utilizes the decibel based system for noise enforcement. Ms. Abernethy stated that Austin is currently considering an “Agent of Change” policy which promotes compatibility between outdoor music venues and residential and hotel development. The policy would require the new use moving into the area to be responsible for compatibility related to sound, and to build accordingly to manage the sound impact.

• More thorough information regarding soundproofing and other structural steps that developers could take to reduce the amount of noise that comes in or out of their buildings.
  
  • Ms. Abernethy explained that this would require technical amendment to building code or zoning performance standards which could conflict with the City’s affordable housing initiatives, as well as add significant cost to units.

CM Driscoll asked if option #1 could be implemented with the addition of designated personnel so that noise enforcement would not fall entirely onto SPPD and Dr. Tomalin responded that her recommendation would be considered moving forward.

CM Gabbard inquired how the noise violation tier structure was established and Assistant Attorney Derrill Mcateer responded that the fee schedule is set by Administrative Court Order. Mr. Mcateer also explained that state statute prohibits excessive fines and penalties, therefore the amount the city is allowed to fine for violations is $500. CM Gabbard then asked for clarity as to whom receives the citation for a noise violation, whether it is the property owner or the manager on duty at the establishment. Mr. Goodwin explained that it is the property/business owner that is fined.
CM Gerdes inquired whether the “extended hours” permit revenue could be directed towards the expense of staffing and training enforcement officers. Mr. Mcateer responded that from a legal perspective, that would be acceptable. However, there are administrative factors to consider. City Attorney Jackie Kovlaritch explained that there would need to be more research done before making a decision. CM Gerdes emphasized his support for moving forward with option #1.

CM Kornell emphasized his support for implementing an “Agent of Change” policy in addition to implementing option #1. CM Kornell asked if moving forward with option #1 would affect the entire city or just one district. Ms. Abernethy explained that option #1 proposes amendments to the current ordinance, therefore the changes would affect the whole city. CM Kornell expressed concern with implementing option #1 on a city-wide level, referencing the noise complaint data map presented to the committee, which clearly shows the concentration of complaints occur in a specific area of the city.

CM Gerdes made a motion to move forward with Option #1 (see below), with an additional request to maximize penalties to the extent allowed by state law and for administration to return with a presentation on personnel changes to assist with enforcement. All members voted in favor.

**Option #1 - Minor Modifications to Existing Ordinance**

- Maintain Plainly Audible System and Distances  
  - Distances ranging from 50’-5000’
- Progressive penalties  
  - Warning  
  - Class 1 fine ($218.00)  
  - Double Class 1 fine ($436.00)  
  - 30 day suspension of late night permit/sidewalk café permit, or City shall seek injunctive relief from courts.  
  - Clarification on who receives citation and possible integration of PD and Business Tax data bases
- Land Development Code amendments:  
  - Amend Restaurants and Bars, Indoor and Outdoor Section  
    - Additional language regarding outdoor noise mitigation  
  - Amend Sidewalk Café section  
    - Additional language regarding outdoor noise mitigation  
  - Amend Use Matrix to Create an Outdoor Performing Arts Venue Special Exception Use (private amendment in process)  
  - Monitoring plan/annual event plan  
  - Require a noise mitigation study

The meeting adjourned at 11:51 AM.
The following page(s) contain the backup material for Agenda Item: Housing, Land Use & Transportation (9/27/18)
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 sign and provide the Local Government Verification of Contribution Loan Form for the amount of $90,000 to each of the two developments, for a total of $180,000, which are requesting local contributions as part of their application under the Florida Housing Finance Corporation ("FHFC") request for applications number 2018-112; approving supplemental appropriations in the amount of $90,000 each, for a total of $180,000, from the unencumbered balance of the Community Housing Donation Fund ("CHDF") (1117) to the Housing and Community Development Department, Housing Administration Division (082-1089), Avery Commons Oracle Project (16878) and The Shores Oracle Project (16879); providing that the City’s loan closing will be subject to the developer: 1) obtaining the recommendation for approval of FHFC administered 9% low income housing tax credit funding, 2) receiving final site plan approval, and 3) providing all of the standard underwriting due diligence documents to the City in order to close on the City loan by June 30, 2019; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On September 6, 2018, the Florida Housing Finance Corporation ("FHFC") issued Request for Applications (RFA 2018-112) for Low Income Housing Tax Credit ("LIHTC") financing for Affordable Housing Developments located within the Counties of Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas Counties. RFA 2018-112 indicates that applications are due on October 30, 2018. On August 24, 2018, housing staff requested that proposals from developers interested in applying for the contribution required for this competition be submitted to the City by September 10, 2018. Housing staff received two applications and forwarded them to the City’s Project Review Team ("PRT"), which is a group of development-related City staffers assembled to provide project review and critique. The PRT reviewed the merits of the proposals and is recommending that both applicants be provided with a Local Government Contribution Loan Form for the competition. The loan commitments will be subject to the developer: 1) obtaining a recommendation of approval for FHFC administered 9% Low Income Housing Tax Credit funding, 2) receiving final site plan approval, and 3) providing all of the required standard underwriting due diligence documents to the City in order to close on the City loan by June 30, 2019 and would be provided to the following developers for the following proposed developments:

1. Blue Sky Communities, LLC or its Affiliate for the proposed development of Avery Commons a 65-unit affordable apartment complex, to be located at 3900 34th Street South and 3319 39th Avenue South ("Avery Commons").
2. The Shores Apartments, Ltd., for the proposed development of a 51-unit affordable apartment complex, to be located at the SW corner of 26th Ave. S. and 31st Street South ("The Shores Apartments").

The FHFC competition requires that an applicant proposing the development of affordable multifamily housing as part of this competition, secure a local contribution toward the financing of the development. However, the FHFC has indicated that a funding goal has been established to fund one (1) Family Development located in a Geographic Area of Opportunity in Pinellas County. Therefore, the City’s exposure for these two (2) commitments would not exceed $90,000, as only one (1) development in Pinellas County can be funded under the RFA selection guidelines.

Principals from The Shores Apartments, Ltd. have successfully completed a LIHTC funded new construction development previously in St. Petersburg, (Booker Creek Apartments), and principals of Blue Sky Communities, LLC have successfully completed two LIHTC renovations previously in St. Petersburg (Peterborough Apartments, and Brookside Square). Both have stated that they have the requisite level of affordable housing developer experience needed to qualify its development to obtain maximum scoring related to the developer experience requirements of the LIHTC funding.

Each group has requested that the City provide a non-recourse, 0% interest, subordinate loan of $90,000 structured in a manner to equate to a minimum $75,000 Net Present Value contribution loan amount as required by the FHFC after using the FHFC published discount Rate of 6.1%, which in each case will include forgiveness in year 21 of $64,000 of the loan. The Community Housing Donation Fund (“CHDF”) is an eligible source of affordable multi-family rental housing construction funding that would be available to use for this purpose.

On September 17, 2108, the City’s PRT Committee met to review the merits of signing the forms for each of the two (2) applications received and voted that the request should be forwarded to the Housing, Land Use and Transportation Committee for review and for future full Council action at the October 4, 2018 City Council meeting. Each of the developers are moving forward with preparation for the FHFC application deadline of October 30, 2018 and is hopeful to secure tax credit financing for its development as the result of this competition. The FHFC schedule indicates that it will request its Board to approve the final ranking of LIHTC funding applicants in January 2019 and requires all applicants to have a local commitment valid through at least June 30, 2019.

**RECOMMENDATION:** The Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to sign and provide the Local Government Verification of Contribution Loan Form for the amount of $90,000 to each of the two developments, for a total of $180,000, which are requesting local contributions as part of their application under the Florida Housing Finance Corporation (“FHFC”) request for applications number 2018-112; approving supplemental appropriations in the amount of $90,000 each, for a total of $180,000, from the unencumbered balance of the Community Housing Donation Fund (“CHDF”) (1117) to the Housing and Community Development Department, Housing Administration Division (082-1089), Avery Commons Oracle Project (16878) and The Shores Apartments Oracle Project (16879); providing that the City’s loan closing will be subject to the developer: 1) obtaining the recommendation for approval of FHFC administered 9% low income housing tax credit funding, 2) receiving final site
plan approval, and 3) providing all of the standard underwriting due diligence documents to the City in order to close on the City loan by June 30, 2019; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Supplemental appropriations in the amount of $90,000 each, for a total of $180,000, from the unappropriated balance of the Community Housing Donation Fund (Fund 1117), to the Housing and Community Development Department, Housing Administration Division (082-1089), Avery Commons Oracle Project (16878) and the Shores Apartments Oracle Project (16879) will be necessary.

ATTACHMENTS:  Resolution 2018-____
Local Government Contribution Form

APPROVALS:

Administration: [Signature]

Budget: [Signature] 9.20.18

Legal: [Signature]
Resolution No. 2018-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN AND PROVIDE THE LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION LOAN FORM FOR THE AMOUNT OF $90,000 TO EACH OF THE TWO DEVELOPMENTS, FOR A TOTAL OF $180,000, WHICH ARE REQUESTING LOCAL CONTRIBUTIONS AS PART OF THEIR APPLICATION UNDER THE FLORIDA HOUSING FINANCE CORPORATION ("FHFC") REQUEST FOR APPLICATION NUMBER 2018-112; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF $90,000 EACH, FOR A TOTAL OF $180,000, FROM THE UNENCUMBERED BALANCE OF THE COMMUNITY HOUSING DONATION FUND ("CHDF") (1117) TO HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, HOUSING ADMINISTRATION DIVISION (082-1089), AVERY COMMONS ORACLE PROJECT (16878) AND THE SHORES APARTMENTS ORACLE PROJECT (16879); PROVIDING THAT THE LOAN CLOSING WILL BE SUBJECT TO THE DEVELOPER: 1) OBTAINING THE RECOMMENDATION FOR APPROVAL OF FHFC ADMINISTERED 9% LOW INCOME HOUSING TAX CREDIT FUNDING, 2) RECEIVING FINAL SITE PLAN APPROVAL, AND 3) PROVIDING ALL OF THE STANDARD UNDERWRITING DUE DILIGENCE DOCUMENTS TO THE CITY IN ORDER TO CLOSE ON THE CITY LOAN BY JUNE 30, 2019; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") has established the need for additional affordable rental housing units as a priority in its 2016-2021 Consolidated Plan; and

WHEREAS, on September 6, 2018 the Florida Housing Finance Corporation ("FHFC") issued a Request for Applications ("RFA") 2018-112 for the award of Low Income Housing Tax Credits ("LIHTC") indicating that funding would be limited to one (1) application per county for each of the six counties of Broward, Duval, Hillsborough, Orange, Palm Beach, and Pinellas, with the exception that Broward may receive two (2) if funding remains after the first six applications are funded; and
WHEREAS, two (2) developers submitted applications to the City requesting a local contribution for their applications and representing that they have the requisite affordable housing developer experience to qualify their development to obtain sufficient scoring related to the developer experience requirements of the Florida Housing Finance Corporation administered Low Income Housing Tax Credits ("LIHTC") under the FHFC request for applications 2018-112; and

WHEREAS, the developers also represent that they have identified sites which should qualify their development to obtain scoring sufficient to receive LIHTC funding; and

WHEREAS, each developer has requested that the City provide a non-recourse 0% interest subordinate loan of $90,000 structured in a manner to equate to a $75,000 Net Present Value minimum contribution loan amount as required by the FHFC after using the FHFC published Discount Rate of 6.1%, which includes forgiveness in year 21 years of $64,000 of the loan; and

WHEREAS, the City of St. Petersburg currently has an unencumbered balance in the Community Housing Donation Fund ("CHDF") (1117) which is the Local Housing Assistance Fund created in accord with Pinellas County Ordinance 06-28 for the deposit of Pinellas County Trust Funds and the program income received from loan repayments to that fund; and

WHEREAS, the Administration requests a supplemental appropriation in the amount of $180,000 from the unencumbered Community Housing Donation Fund ("CHDF") (1117) balance in order to establish the Avery Commons Apartments Oracle Project (16878) and The Shores Oracle Project (16879); and

WHEREAS, the units proposed would be reserved for a mixture of households with incomes at and below 80%, and 60%, and at or below 35% of the area median income (AMI) and will be required to remain affordable for the CHDF program’s 30-year compliance period; and

WHEREAS, the City’s Local Housing Assistance Plan (LHAP) for the period of 10/01/2016 through 9/30/2019 submitted as a requirement of Pinellas County Ordinance 06-28 requires annual monitoring of the tenant eligibility files and a random sample of the units during the 30-year period; and

WHEREAS, on September 17, 2018, the City’s Project Review Team reviewed the merits of the proposed developments, the developer entities, and their management companies and agreed that the following requests should be forwarded to City Council for approval:

1. Blue Sky Communities, LLC or its Affiliate for the proposed development of Avery Commons a 65-unit affordable apartment complex, to be located at 3900 34th Street South and 3319 39th Avenue South ("Avery Commons").
2. The Shores Apartments, Ltd., for the proposed development of a 51-unit affordable apartment complex, to be located at the SW corner of 26th Ave. S. and 31st Street South ("The Shores Apartments").

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 sign and provide the Local Government Verification of Contribution loan form for the amount of $90,000 to each of the two developments, for a total of $180,000, requesting local contributions as part of their application under the Florida Housing Finance Corporation ("FHFC") Request for Application number 2018-11; provided that the loan closing will be subject to the developer: 1) obtaining recommendation for approval of FHFC administered 9% Low Income Housing Tax Credit funding, 2) receiving final site plan approval, and 3) providing all of the standard underwriting due diligence documents to the City in order to close on the City loan by June 30, 2019; and

BE IT FURTHER RESOLVED that the following supplemental appropriation for FY 2018/19 is hereby approved from the unappropriated balance of the CHDF Fund (1117):

<table>
<thead>
<tr>
<th>Community Housing Development Fund (1117)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avery Commons (16878)</td>
</tr>
<tr>
<td>The Shores Apartments (16879)</td>
</tr>
</tbody>
</table>

$90,000
$90,000

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.

LEGAL:

City Attorney (Designee)

HOUSING & COMMUNITY DEVELOPMENT:

Joshua A. Johnson, Director

BUDGET:

Elizabeth M. Makofske, Budget Director
FLORIDA HOUSING FINANCE CORPORATION

LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: Avery Commons

Development Location: 3900 34th Street South & 3319 39th Avenue South

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of St. Petersburg commits $ 90,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $75,209.40.

No consideration or premise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

__________________________
Signature

__________________________
Print or Type Name

__________________________
Deputy Mayor/City Administrator

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager, Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0563, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or ‘white-out’ or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-50.005, F.A.C.

(Form Rev. 08-16)
FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM

Name of Development: The Shores

Development Location: 26th Avenue South, 26th Avenue South & 31st Street South, St. Petersburg
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of St. Petersburg commits $90,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $75,209.40.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Dr. Kanika Tomalin
Signature
Print or Type Name
Deputy Mayor/City Administrator
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 08-16)
Present: Chair Ed Montanari, Amy Foster, Brandi Gabbard, Charlie Gerdes (alternate), State Senator Jeff Brandes, State Representative Ben Diamond, Assistant City Administrator Tom Greene, Matt Lettelier Office Systems Specialist Paul Traci, Assistant City Attorney Jane Wallace, Legislative Aide Justin Andrews

The Legislative Affairs and Intergovernmental Relations Committee was called to order by Committee Chair Montanari. Approval of agenda.

Chair Montanari offered each Councilmember time to ask the delegation about legislative priorities for the upcoming session.


CM Gabbard asked about funding for the 40th Ave. NE bridge project. Sen. Brandes suggested making small asks over the course of the project, rather than requesting $6 million in one session. CM Gabbard asked the delegation about their commitment to protecting the Sadowski Fund. Rep. Diamond discussed working on bills to protect the fund. Sen. Brandes suggested converting affordable housing funds into a block grant program for municipalities to utilize unilaterally.

CM Wheeler-Bowman asked the delegation about Stand your ground legislation. Sen. Brandes and Rep. Diamond discussed Stand Your Ground’s status and what could be changed to address points of contention in the legislation.


Chair Montanari asked for state funding for school security. Sen. Brandes discussed current efforts and possible legislation to assist school districts with security funding. Rep. Diamond agreed and provided context to the funding issues.
John Rodriguez explained that the City is still developing priorities for the upcoming session, citing the upcoming election as a delay in priority development. Matt Lettleir of the St. Petersburg Chamber of Commerce discussed “St. Pete Day” and urged Council to attend.

Assistant City Attorney Jane Wallace presented a resolution regarding utility rate relief for residents, which passed unanimously.

There being no further business, the meeting was adjourned at 2:06 pm.
The following page(s) contain the backup material for Agenda Item: Suncoast Waterkeeper, Our Children’s Earth Foundation, and Ecological Rights Foundation v. City of St. Petersburg, Case No: 8:16-cv-3319-JDW-AEP – Retainer Agreement.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of October 4, 2018

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

FROM: Joseph P. Patner, Executive Assistant City Attorney

SUBJECT: Continued Retention of Outside Counsel

The original retainer agreement with Manson Bolves Donaldson Varn. P.A. was for an amount not to exceed $5,000.00. The retainer agreement was increased by $75,000.00 for a total not to exceed amount of $80,000.00 pursuant to Resolution 2017-169 dated March 16, 2017. Pursuant to Resolution 2018-182 it was increased to $500,000.00. Due to ongoing legal costs associated with the citizen lawsuit and related issues, I recommend increasing the retainer agreement by $200,000.00 to $700,000.00. The attached resolution authorizes such increase. Funds for these legal expenses have been previously appropriated in the Water Resources Operating Fund (4001).
RESOLUTION NO.

A RESOLUTION APPROVING THE CONTINUED RETENTION OF MANSON BOLVES DONALDSON VARN, P.A. AS SPECIAL LEGAL COUNSEL TO THE CITY TO PERFORM LEGAL SERVICES RELATED TO THE CITIZEN LAWSUIT AND RELATED ISSUES FOR A TOTAL NOT TO EXCEED AMOUNT OF $700,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council approval, the City Attorney's office retained Manson Bolves Donaldson Varn, P.A. for an amount not to exceed $500,000.00; and

WHEREAS, the City Attorney's Office recommends increasing the retainer by $200,000.00 for a total not to exceed amount of $700,000.00.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that continued retention of the Manson Bolves Donaldson Varn, P.A. firm as special legal counsel to the City to perform legal services related to the citizen lawsuit and related issues for a total not to exceed amount of $700,000.00 is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

City Attorney (Designee)
The following page(s) contain the backup material for Agenda Item: Approval of Final DEP Consent Order with no Substantive Changes.
Please scroll down to view the backup material.
MEMORANDUM

TO: Jacqueline Koviaritch and Joseph Patner

FROM: Douglas Manson

RE: Florida Department of Environmental Protection’s Proposed First Amendment to Consent Order – OGC File No. 16-1280

DATE: September 26, 2018

On September 14, 2018, the Florida Department of Environmental Protection (FDEP) sent its proposed First Amendment to Consent Order to the City. The City has 30 days from that date to sign and return the First Amendment to Consent Order to FDEP. The format used was to include in the document only the changes and additions to the original consent order. This is different from the City’s proposed Amended Consent Order, which incorporated the new changes and additions into the original consent order provisions. The FDEP format to have a stand-alone amendment is acceptable and does not impact the legality of the document.

Due to the format change, FDEP added an introductory paragraph that states the need for the amendment to the consent order explaining that the City requested “to amend the Consent Order to provide additional detail to the inflow and infiltration reduction projects, the addition of an infrastructure project, and notification process changes” and concludes that FDEP “finds that the request is made in good faith and is reasonable.” Finally, the provision includes the standard amendment language: “it is hereby agreed between the parties that this First Amendment to the Consent Order shall amend the Original Order only to the extent specifically stated herein, and that all the provisions of the Original Order not addressed shall herein remain in full force and effect.”

FDEP did not make any substantive changes to the new provisions in the City’s proposed Amended Consent Order approved by the City Council. The only other change made by FDEP beyond the introductory provision, is found after the substantive section and immediately preceding the notice of rights section, it states: “Notwithstanding, Respondent’s failure to properly budget or appropriate funds will not act to relieve or excuse Respondent for the non-performance of its obligations hereunder.” This is consistent with the obligation made by the City and with law interpreting Clean Water Act consent decrees and consent orders.

It is our recommendation that the Mayor execute the First Amendment to Consent Order as provided by FDEP.
RESOLUTION NO. ____________________

A RESOLUTION AUTHORIZING AND APPROVING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S FIRST AMENDMENT TO CONSENT ORDER – OGC FILE NO. 16-1280; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Florida Department of Environmental Protection's First Amendment to Consent Order – OGC File No. 16-1280 is hereby authorized and confirmed.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that the terms of the Florida Department of Environmental Protection's First Amendment to Consent Order – OGC File No. 16-1280 are contained in the First Amendment to Consent Order (attached and incorporated herein by reference).

BE IT FURTHER RESOLVED that the City Administration and the attorneys for the City are authorized to execute the necessary papers.

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

Approved as to Form and Substance

City Attorney (Designee)
September 14, 2018

Mayor Rick Kriseman  
Claude Tankersley, P.E.  
Water Resources Department  
City of St. Petersburg  
1650 Third Avenue North  
St. Petersburg, FL 33713  
Mayor@stpete.org  
Claude.Tankersley@stpete.org

Re: Proposed First Amendment to Consent Order OGC File No. 16-1280  
City of St. Petersburg  
Facility ID Nos. FLA128848, FLA128821, FLA128856, FLA012881, and FLA128830  
Pinellas County

Dear Mayor Kriseman and Mr. Tankersley,

Enclosed is the proposed First Amendment to Consent Order, OGC File No. 16-1280, regarding the above-referenced facility. Please review, sign and return the First Amendment within 30 days of receipt of this letter, if in agreement. If not in agreement, please contact the Department immediately. Upon return of the signed First Amendment, it shall be executed and a copy will be sent to you.

Should you have any questions, please contact Mr. Lance Kautz at (813) 470-5903, or via e-mail: Lance.Kautz@floridep.gov. Thank you for your cooperation.

Sincerely yours,

Mary E. Yergan  
Southwest District Director  
Florida Department of Environmental Protection

Enclosures: Proposed First Amendment to Consent Order

ec: Kelley Boatwright, FDEP, Kelley.M.Boatwright@floridep.gov  
Erica Peck, FDEP, Erica.Peck@floridep.gov  
Lance Kautz, FDEP, Lance.Kautz@floridep.gov  
Ms. Lea Crandall, FDEP/OGC, Lea.crandall@dep.state.fl.us  
Kirk White, FDEP/OGC, Kirk.White@dep.state.fl.us  
Tanski, Michael, FDEP, Michael.Tanski@dep.state.fl.us  
Adrienne Pennington, FDEP, Adrienne.Pennington@dep.state.fl.us  
Monica Sudano, FDEP, Monica.Sudano@dep.state.fl.us  
Margaret Seward, FDEP, Margaret.Seward@dep.state.fl.us  
John E. Palenchar, P.E., City of St. Pete, John.Palenchar@stpete.org  
Jacqueline Kovilaritch, City of St. Pete, Jacqueline.Kovilaritch@stpete.org  
Elizabeth Makofske, City of St. Pete, Elizabeth.makofske@stpete.org  
Doug Manson, Manson, Bolves, Donaldson, Varn, P.A., DManson@mansonbolves.com
FIRST AMENDMENT TO CONSENT ORDER

Pursuant to a request by the City of St. Petersburg ("Respondent or City") to amend the Consent Order to provide additional detail to the inflow and infiltration reduction projects, the addition of an infrastructure project, and notification process changes in the Consent Order OGC No. 16-1280, effective July 26, 2017 ("Original Order or Order") the State of Florida Department of Environmental Protection ("Department") finds that the request is made in good faith and is reasonable. It is hereby agreed between the parties that this First Amendment to the Consent Order shall amend the Original Order only to the extent specifically stated herein, and that all the provisions of the Original Order not addressed shall herein remain in full force and effect.

Having reached a resolution of the matter, Respondent and the Department mutually agree and it is ORDERED that the following paragraphs of the Original Order be changed as follows:

6. Respondent shall comply with the following corrective actions within the stated time periods:

c. In order to balance wet weather flow between the Southwest and Northwest Facilities during wet weather events, Respondent shall construct and operate an additional lift station and force main estimated to cost $7.5 million. This new lift station is proposed to be located in the Southwest St. Petersburg area. Respondent shall obtain substantial completion of the project by October 31, 2021; and

f. The City's Fats, Oils, and Grease (FOG) Program shall include a schedule for implementing measures for expanded residential outreach to educate the public about reducing FOG discharges to the collection system from residential sources, which shall include
communications to residents in areas where the City has discovered repeat FOG problems and posting of educational materials on the City’s website. The FOG Program shall further include a protocol for communication between food service establishment (FSE) inspectors responsible for enforcing the City’s Grease Management Ordinance (Municipal Code, Chapter 27, Article III, Division 4) and the Water Resources Department (“WRD”), including protocols for notifying WRD of FOG violations and for inspecting, tracking and monitoring gravity lines that could be affected by FOG from those sources. The Root Control Program shall provide for regularly scheduled root cleaning in certain repeat problem areas. The Routine Sewer Cleaning Program shall provide for a routine 5-year cleaning cycle on gravity lines, with more frequent routine cleaning of repeat problem areas. The City shall implement the above measures for FOG, roots and routine sewer cleaning by December 15, 2018. As part of the Integrated Water Resources Master Plan, Respondent shall add provisions to its SSAMP for a FOG Program, Roots Program and Routine Sewer Cleaning Program.

g. On June 1, 2019, Respondent shall submit to the Department a status update on the Integrated Water Resources Master Plan for evaluating current and future capabilities of Respondent’s Facilities and Systems referenced in paragraph 3 and 4. No later than December 31, 2019, Respondent shall complete and submit to the Department the Integrated Water Resources Master Plan which will provide for 1) modelling of the Facilities and Systems to determine the Facilities required to meet the planned level of service; 2) a long term Capital Improvement Plan (“CIP”) for implementing identified potable water, reclaimed water, stormwater, and wastewater projects; 3) an assessment of needs to optimize and prioritize the investment into the System to maximize the benefits to meet environmental compliance and City needs; 4) Integrated plan to provide funding for the construction and processes to manage stormwater and wastewater projects; 5) a plan that incorporates the findings of the Flow Mitigation Report referenced below, to provide for the priority and schedule for further projects and management to reduce stormwater inflow and infiltration into the Systems; 6) measures for continued routine maintenance of the wastewater collection/transmission systems pursuant to applicable generally recognized industry standards; and 7) identify the necessary annual level of maintenance and capital expenditure necessary to properly maintain the Systems in the long term. As part of its Integrated Water Resources Master Plan, Respondent shall establish a Sewer System Asset Management Plan (“SSAMP”) setting forth
the measures and implementation schedules for the City's maintenance and operation of its publicly owned treatment works ("POTW"), including provisions for a gravity sewer line and manhole inspections and response program; a force main condition assessment and cleaning program; a pump station condition assessment and repair, replacement and rehabilitation program; a Rainfall Derived Infiltration and Inflow ("RDII") evaluation and reduction plan; FOG and root control programs; a sewer cleaning program; and information management system that is regularly updated and linked to required GIS layers. The SSAMP shall be consistent with the Integrated Water Resources Master Plan recommendations. The Integrated Water Resources Master Plan shall include: (i) a schedule and budget for implementation of its SSAMP and for operating and maintaining its POTW, and (ii) determination of financial resources to implement its SSAMP and operate and maintain its POTW, including evaluation of increases in funding for sewer facilities. Following submittal of its CIP as required above in this paragraph, Respondent shall annually update its CIP for: implementing identified potable water, reclaimed water, stormwater, and wastewater projects. The CIP will incorporate, funding for repairs needed pursuant to the SSAMP inspection/assessments process and for all other commitments under this Order; and

h. As part of the Integrated Water Resources Master Plan, Respondent shall add provisions to its SSAMP for a Pump Station Condition Assessment and Repair, Replacement and Rehabilitation Program, which shall specify methods and a time schedule for assessments of the condition and performance of the City's pump stations. "Pump Stations" shall mean facilities comprised of pumps that lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that pumping station. The Pump Station Condition Assessment and Repair, Replacement and Rehabilitation Program shall: (1) include evaluation of condition of electrical, mechanical, and structural systems, (2) ensuring appropriate maintenance of spare parts inventory, (3) evaluate and, as necessary, update or improve utilization of SCADA alarm systems, (4) evaluate the need for and, as necessary, ensure backup power generation, and (5) evaluate and, as necessary, ensure availability of portable pumps to address pump station failures. Respondent shall include in this program an appropriate repeat cycle for pump station condition assessment. By October 31, 2018, Respondent shall commence pump station condition assessments and institute repairs, rehabilitation or replacement when the assessment indicates such actions are warranted; and

3
As part of the Integrated Water Resources Master Plan, Respondent shall add provisions to its SSAMP for a Rainfall Derived Infiltration and Inflow ("RDII") Evaluation and Reduction Plan. This Plan shall require evaluation of the sources and extent of contribution from RDII to the collection system flow (the collection system means sewer main lines, sewer lateral lines, and manholes) via evaluation of sewer line condition, smoke testing, flow metering, evaluation of MS4 mapping, and other appropriate methodologies.

1) Phase 1 Infiltration Screening Study: The RDII Plan shall include a Phase 1 Infiltration screening study for each flow meter basin (where permanent flow meters are installed) or pump station service area that shall consist of an infiltration measurement/estimate based upon night-time flow divided by the length-diameter of the gravity sewer line in the service area. For the Phase 1 Infiltration Screening Study, the one test of each flow meter basin shall use continual flow measurement for two nights (12:00 am through 5:59 am) taken: one during the dry season and one during the wet season. Units shall be in gpd/inch diameter miles.

2) Phase 2 Infiltration Screening Study: For any flow meter basin or pump station service area showing excessive infiltration from the Phase 1 study, the City shall perform an additional assessment of infiltration and RDII sources and potential remedies for reducing these flows for each flow meter / pump station service area. The excessive infiltration screening threshold for the Phase 2 RDII evaluation will be determined during the IWRMP and SSAMP process.

From 2018 through 2023, the City commits to spending $16 million per year (adjusted on an annual basis starting on July 1, 2018, by the United States Government Bureau of Labor Statistics, CPI for All Urban Customers: Water and Sewage Maintenance) on pipe and lateral lining and replacement (including private laterals as determined appropriate by the City), and manhole rehabilitation (collectively Maintenance). In addition to this 5-year commitment, the City shall as part of the Integrated Water Resources Master Plan identify the necessary annual level of Maintenance and capital expenditure necessary to properly maintain the Systems in the long term. The Integrated Water Resource Master Plan shall include the review and consideration of the I/I reduction data that is currently being gathered by the City's consultants in establishing
the annual level of Maintenance and capital expenditures necessary to continue to reduce I/I within the wastewater collection system. The Maintenance shall target the areas of greatest I/I first. No later than January 31, 2022, the City shall complete the Maintenance in the targeted collection system areas as recommended in the Flow Mitigation Report and in accordance with the annual funding commitments made herein; and

m. No later than June 30, 2020, Respondent shall pass an ordinance regarding the replacement of private laterals that contribute I/I to the City's Systems. By October 15, 2018, the City shall start giving notice to property owners found with defective private laterals in need of repair or replacement and tracking those properties in its information system; and

n. Gravity Sewer Line and Manhole Inspections and Response Program. By October 1, 2023, Respondent shall have completed an initial 5-year inspection of all the City's gravity sewer lines and manholes, at a rate of approximately 20% of the gravity sewer lines and manholes inspected each year for 5 years. "Gravity Sewer Line" shall mean a pipe that receives, contains and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity. Such inspection shall be with CCTV inspection of gravity sewer lines, with Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) condition assessments and grading system under NASSCO guidelines. CCTV inspection of gravity lines will include, to the extent feasible, examination of public lateral sewer lines by pausing at public laterals to estimate lateral infiltration and by turning CCTV cameras toward the public lateral lines where they enter the main lines. The City shall prioritize areas for inspection which are identified as areas of high groundwater infiltration or high rain-derived infiltration and inflow, according to data developed under the Wet Weather Overflow Mitigation Program – Phase II. After the initial 5-year inspection of the entire system (City's gravity sewer lines and manholes), Respondent shall perform continuous 10-year inspection cycles of all of the City's gravity sewer lines and manholes under the PACP/MACP standards, at a rate of 10% of the gravity sewer lines and manholes inspected each year. Once the City is in a 10-year inspection cycle, QTV may only be used to inspect gravity lines that are new or newly-lined within the last 5 years. Any gravity sewer line where the passage of the CCTV camera was blocked by the condition (including roots and debris) of the pipe or the camera was unable to view the pipe walls and joints due to high flows shall result in the sewer line segment being defined as failed and
shall be repaired or replaced within twelve (12) months of the failed attempt to inspect that line and re-inspected within five (5) years. The City shall take corrective action (i.e., lining, repair, replacement or rehabilitation) on the gravity lines and manholes based on the findings of the PACP/MACP assessments and consistent with industry standards and professional engineering judgment indicating appropriate corrective action, and it shall document the corrective actions taken or scheduled to be taken. Nothing herein prohibits the City from addressing defects at any time, regardless of the status of inspection work or Prioritization Plan. Respondent’s SSAMP shall include a Gravity Sewer Line and Manhole Inspection and Response Program, which shall include gravity sewer line inspection via CCTV and visual inspection of manholes under National Association of Sewer Service Companies ("NASSCO") standards and standard operating procedure to remediate defects; and

o. Respondent shall complete Microbial Testing of the following areas identified in Respondent’s Water Quality Report Card as needing further investigation: (i) Salt Creek (ii) Fossil Park Lake, (iii) 54th Street Canal, (iv) 45th Street Canal, (v) Clam Bayou, (vi) Lake Maggiore, (vii) Booker Creek, and (viii) South Side of 38th Ave; Respondent shall budget up to $800,000 for this task. If the Microbial Testing indicates the presence of fecal indicator bacteria in excess of the 10% threshold value for Class III Fresh Waters (62-302.530, F.A.C.) or action values for “Healthy Beaches Program” for Marine Waters then Microbial Source Tracking of the waterbody will be implemented to completion; and

q. Beginning 30 days from the effective date of this Order and continuing semiannually thereafter, the Respondent shall submit a written report (Implementation Report) to the Department summarizing the status of implementing Paragraph 6 and proposing any modifications deemed essential to minimize wastewater overflows from the Systems and Facilities (i.e. the Implementation Report shall be due on January 28 and July 28 each year during the pendency of this Order). Any modifications are subject to Department approval. The Implementation Report shall also include a projection of the work to be performed during the following year; and

r. Critical force mains for purposes of this Paragraph refers to the force mains associated with the twenty-two (22) pump stations located at the following addresses: 4200 sunrise Dr S, 101 Eelan Blvd SE, 500 Snell Isle Blvd NE, 3501 Poplar St NE, 5002 Shore Acres Blvd NE,
Within twelve (12) months of the effective date of this Order, Respondent shall perform a desktop assessment of all force mains, and within two (2) years of the effective date of this Order, Respondent shall clean all Critical force mains, and thereafter re-assess these Critical force mains every 5 years. Within 6 months of completing any Critical force main condition assessments, Respondent shall add to its CIP any force main repair, rehabilitation or replacement projects warranted based on the results of Respondent’s force main condition assessment. Respondent shall identify and ensure the proper GIS mapping of its force main condition assessment and cleaning as part of Respondent’s Information Management System, including (a) the location of all force mains within the Systems, (b) all force main line air release valves (ARVs), and (c) all force main line operation valves; and

By December 31, 2019, Respondent shall install elapsed time meters on each pump station with fixed speed pumps with pump horsepower in excess of 25hp for purposes of tracking the Nominal Average Pump Operating Time (NAPOT) such that when the NAPOT exceeds 10 hours/day, the City should investigate potential sources and remedies for high NAPOT runtimes. For purposes of this Paragraph, “NAPOT” shall be defined for single speed pumps as the daily average total pump operating hours for the previous twelve (12) months divided by one less than the total number of pumps installed at the station, calculated monthly on a rolling basis, unless otherwise subsequently agreed to by the parties in writing. For multi-speed or variable speed pumps, Respondents shall calculate the pump operating time based upon power consumption unless otherwise subsequently agreed to by the parties in writing. By May 30, 2019, Respondent shall install permanent flow meters throughout the system, in locations recommended by its consultant for the Wet Weather Flow Mitigation Program – Phase II, in order to monitor system response to wet weather events and detect problems within the Systems.

8. Public Advisories and Notification Protocol: By October 31, 2018, for Non-SSO Water Quality Monitoring, the Respondent shall commence notifying the Pinellas County Department of Health and applying the “Healthy Beaches” protocol for advisories/notification to the public when sampling conducted in “Recreational” and “Background” monitoring areas
indicates high levels of indicator bacteria in excess of 10% threshold value for Class III Fresh Waters (62-302.530, F.A.C.) or action values for "Healthy Beaches Program" for Marine Waters for the following locations: Weedon Island Park, Fossil Park, Salt Creek Park, Walter Fuller Park, Jungle Prada Park, Grandview Park, Bay Vista Park, Clam Bayou Nature Preserve and Sunset Park. For SSOs and Unauthorized Discharges, the Respondent shall follow the protocol for advisories/notifications to the public outlined in Respondent's 2018 Capacity, Management, Operation, and Maintenance (CMOM) Program. Respondent shall amend its 2017 Sewage Spill Response Contingency Plan to add a section for the public notification protocol described in Respondent's 2018 CMOM and shall implement such protocol. Advisories and notifications should include notifying the public as soon as possible through social media, calls or emails to neighborhood associations, website, press releases, posters and signs at access points controlled by the City.

10. In any event, by December 31, 2022, and thereafter, the Facilities and Systems shall be in compliance with all Department rules that are the subject of this Order.

11. Within 180 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

14. Respondent was assessed by the Department $810,000.00 as a civil penalty for the violations in paragraph 5.

Notwithstanding, Respondent's failure to properly budget or appropriate funds will not act to relieve or excuse Respondent for the non-performance of its obligations hereunder.

Persons who are not parties to this First Amendment to the Consent Order, but whose substantial interests are affected by this First Amendment to the Consent Order, have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on the First Amendment to the Consent Order. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to
the District Office at the Department of Environmental Protection, Southwest District Office, 1305 N. Telecom Parkway, Suite 101, Temple Terrace, Florida, 33637-0926. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

a) The name, address and telephone number of each petitioner, the Department's First Amendment to the Consent Order, identification number and the county in which the subject matter or activity is located;

b) A statement of how and when each petitioner received notice of the First Amendment to the Consent Order;

c) A statement of how each petitioner's substantial interests are affected by the First Amendment to the Consent Order;

d) A statement of the material facts disputed by petitioner, if any;

e) A statement of facts which petitioner contends warrant reversal or modification of the First Amendment to the Consent Order;

f) A statement of which rules or statutes petitioner contends require reversal or modification of the First Amendment to the Consent Order;

g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the First Amendment to the Consent Order.

h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the First Amendment to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action on the First Amendment to the Consent Order may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject of the First Amendment to the Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right
such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A person whose substantial interests are affected by the First Amendment to the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondents, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the First Amendment to the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

a) The names, addresses, and telephone numbers of any persons who may attend the mediation;

b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;

c) The agreed allocation of the costs and fees associated with the mediation;

d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

f) The name of each party's representative who shall have authority to settle or recommend settlement;

g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a
statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference; and

h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This First Amendment to the Consent Order is final agency action of the Department pursuant to Section 120.69, Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this First Amendment to the Consent Order will not be effective until further order of the Department.

FOR RESPONDENT:

Date

Rick Kriseman
Mayor
City of St. Petersburg
DONE AND ORDERED this _____ day of ________________, 2018 in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_________________________
Mary E. Yeargan, PG
Director
Southwest District

FILED, on this date, pursuant to Section 120.52, FLA. STAT., with the designated Department Clerk, receipt of which is hereby acknowledged.

_________________________   ________________________
Date                      Clerk

Copies furnished to:
Lea Crandall, Agency Clerk, Mail Station 35
The following page(s) contain the backup material for Agenda Item: Approving the purchase of six replacement refuse trucks from Rush Truck Centers of Florida, LLC for the Sanitation Department, at a total cost of $1,815,551.
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of six replacement refuse trucks from Rush Truck Centers of Florida, LLC for the Sanitation Department, at a total cost of $1,815,551.

Explanation: This purchase is being made from Florida Sheriffs Association Contract FSA18-VEH16.

The vendor will furnish and deliver two (2) automated side loader refuse trucks and four (4) front end loader refuse vehicles, which will bring Sanitation's CNG fleet total to 60.

The two-automated side loader refuse trucks are used for residential collection, and the four-front end loader refuse trucks are used for commercial collections.

The new vehicles are replacing units that are eight to 12 years old and have reached the end of their economic useful life. The old vehicles will be sold at public auction.

The Procurement Department, in cooperation with the Sanitation Department, recommends an award utilizing Florida Sheriffs Association Contract FSA18-VEH16.

Rush Truck Centers of Florida, LLC, (New Braunfels, TX) .............................................. $1,815,551

2019 Peterbilt CNG powered Model 520 with HEIL rapid rail equipped automated side loader 2 EA @ $320,658.50 $641,317
2019 Peterbilt CNG powered Model 520 with McNeilus front end loader 4 EA @ 293,558.50 1,174,234 $1,815,551

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract FSA18-VEH16, effective through September 30, 2019. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties' negotiated purchase programs for vehicles.

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

Attachments: Resolution

Approvals:

[Signature]
Administrative

[Signature] 9.27.18
Budget
RESOLUTION NO. 2018-____

A RESOLUTION APPROVING THE PURCHASE OF SIX (6) REPLACEMENT REFUSE TRUCKS FROM RUSH TRUCK CENTERS OF FLORIDA, LLC FOR THE SANITATION DEPARTMENT AT A TOTAL COST NOT TO EXCEED $1,815,551 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA18-VEH16; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase six refuse trucks to replace refuse trucks that have reached the end of their useful life for the Sanitation Department; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Florida Sheriffs' Association and Florida Association of Counties' negotiated purchase program for vehicles; and

WHEREAS, Rush Truck Centers of Florida, LLC has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-VEH16; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of six replacement refuse trucks from Rush Truck Centers of Florida, LLC for the Sanitation Department at a total cost not to exceed $1,815,551 utilizing the State of Florida Contract No. FSA17-VEH15 are hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00399384
The following page(s) contain the backup material for Agenda Item: Approving the purchase of 21 replacement mowers from Wesco Turf, Inc. for the Fleet Management Department, at a total cost of $818,512.32.
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of 21 replacement mowers from Wesco Turf, Inc. for the Fleet Management Department, at a total cost of $818,512.32.

Explanation: This purchase is being made from the State of Florida Contract No. 21100000-15-1.

The vendor will provide 21 mowers as follows: five (5) Toro Grounds Master mowers, one (1) Toro Sand Pro, and fifteen (15) Toro Grounds Master 7200's for the Fleet Department. (See attached Purchase Summary by department).

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing State of Florida Contract No. 21100000-15-1:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wesco Turf, Inc. (Sarasota)</td>
<td></td>
<td></td>
<td></td>
<td>$818,512.32</td>
</tr>
<tr>
<td>Toro Grounds Master 5910D</td>
<td>ea.</td>
<td>5</td>
<td>$105,088.97</td>
<td>$525,444.85</td>
</tr>
<tr>
<td>Toro Sand Pro</td>
<td>ea.</td>
<td>1</td>
<td>20,043.77</td>
<td>20,043.77</td>
</tr>
<tr>
<td>Toro Grounds Master 7200</td>
<td>ea.</td>
<td>15</td>
<td>18,201.58</td>
<td>273,023.70</td>
</tr>
</tbody>
</table>

The vendor has met the specifications, terms and conditions of the State of Florida Contract Number 21100000-15-1, effective through June 30, 2020. 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 government entities

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Mechanical Costs Division (600-2527).

Attachments: Purchase Summary

Approvals:

[Signatures]
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age</th>
<th>Life Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toro Grounds Master, 5910-D</td>
<td>5</td>
<td>Parks and Recreation</td>
<td>These tractors provide large area mowing of approximately 900 acres of parkland, city owned land, and contract mowing for internal City departments.</td>
<td>Replacement</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>Toro Sand Pro 5040</td>
<td>1</td>
<td>Parks and Recreation</td>
<td>This unit is used to dress athletic fields for use by youth and adult sport leagues city wide.</td>
<td>Replacement</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Toro Grounds Master 7200</td>
<td>15</td>
<td>Parks and Recreation</td>
<td>These units are used for small area mowing in all parkland inaccessible to large area mowers.</td>
<td>Replacement</td>
<td>7</td>
<td>6</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2018-____

A RESOLUTION APPROVING THE PURCHASE OF TWENTY-ONE (21) REPLACEMENT MOWERS FROM WESCO TURF, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $818,512.32 UTILIZING THE STATE OF FLORIDA CONTRACT NO. 21100000-15-1; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 21 mowers to replace mowers that have reached the end of their economic useful life for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental agencies; and

WHEREAS, Wesco Turf, Inc. has met the specifications, terms and conditions of the State of Florida Contract No. 21100000-15-1; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of twenty-one (21) replacement mowers from Wesco Turf, Inc. for the Fleet Management Department at a total cost not to exceed $818,512.32 utilizing the State of Florida Contract No. 21100000-15-1 are hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

\[Signature\]
City Attorney (Designee)
00399289
The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute a Joint Project Agreement between the City of St. Petersburg, Florida and Pinellas County in the estimated sum of $784,214.81 for relocation of the City’s Water Mains in association with the Pinellas County Haines Road Phase 2 Roadway and Drainage Improvement Project from 60th Avenue North to US 19, County PID 002106A (Engineering Project No. 17062-111; Oracle No. 15796)

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 execute a Joint Project Agreement between the City of St. Petersburg, Florida and Pinellas County in the estimated sum of $784,214.81 for relocation of the City's Water Mains in association with the Pinellas County Haines Road Phase 2 Roadway and Drainage Improvement Project from 60th Avenue North to US 19, County PID 002106A (Engineering Project No. 17062-111; Oracle No. 15796)

EXPLANATION: On October 1, 2015, the City Council approved the execution of the Phase I Joint Project Agreement (JPA) with Pinellas County in the sum of $980,121.19 for the relocation of conflicting City’s Water Mains in Haines Road between 51st Avenue North and 60th Avenue North (Engineering Project 15069-111; Oracle 14988).

On April 6, 2017 the City Council approved the execution of the Phase II Joint Project Agreement with Pinellas County in the sum of $647,025.75. The County did not issue the Notice to Proceed to the contractor within three hundred sixty-five days, and per the agreement, the JPA was deemed terminated.

Pinellas County is now proceeding with plans to construct Phase 2 road widening and drainage improvements within the County’s Haines Road improvement project from 60th Avenue North to US19, County PID No.0002106A. This project will require relocation of the City’s existing water mains.

Relocation plans and specifications are being prepared by the City’s consultant, Advanced Engineering & Design, Inc. under Task Order No. 16-01-AED/W, approved by City Council on April 6, 2017, in the not-to-exceed sum of $58,098.75.

In order to accomplish the relocation work efficiently while minimizing expenses, the City’s relocation plans can be included with the County’s plans for bidding and construction, after execution of a Joint Project Agreement. The JPA requires the City to deposit into an interest bearing account with the County funds, equal to the bid for the relocation work plus five percent (5%) as payment to the County for construction and administration services, within thirty (30) days following the project bid opening. The County will use the deposit fund for payment of the project and will reimburse the City in the event the cost of relocation is less than the funds provided. Should the bids exceed the engineer’s estimate, the City has the option to reject the bids. If the City rejects the bids, the JPA would require the City to construct the water main relocation without delay to the County’s contractor.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute a Joint Project Agreement between the City of St. Petersburg, Florida and Pinellas County in the estimated sum of $784,214.81 for relocation of the City’s Water Mains in association with the Pinellas County Haines Road Phase 2 Roadway and Drainage Improvement Project from 60th
Avenue North to US 19, County PID 002106A (Engineering Project No. 17062-111; Oracle No. 15796)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), DIS PC Haines 60 Av-US19 FY17 Project (15796).

**ATTACHMENTS:**  Resolution  
JPA Agreement  
Map

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

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A JOINT PROJECT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY IN THE ESTIMATED SUM OF $784,214.81 FOR RELOCATION OF THE CITY’S WATER MAINS IN ASSOCIATION WITH THE PINELLAS COUNTY HAINES ROAD PHASE 2 ROADWAY AND DRAINAGE IMPROVEMENT PROJECT FROM 60TH AVENUE NORTH TO US 19, COUNTY PID 002106A (ENGINEERING PROJECT NO. 17062-111; ORACLE NO. 15796)

WHEREAS, on October 1, 2015, the City Council approved the execution of the Phase I Joint Project Agreement (JPA) with Pinellas County in the sum of $980,121.19 for the relocation of conflicting City’s Water Mains in Haines Road between 51st Avenue North and 60th Avenue North (Engineering Project 15069-111; Oracle 14988); and

WHEREAS, on May 9, 2017 the City Council approved the execution of the Phase II Joint Project Agreement with Pinellas County in the sum of $647,025.75. The County did not issue the Notice to Proceed to the contractor within three hundred sixty-five days, and per the agreement, the JPA was deemed terminated; and

WHEREAS, Pinellas County is now proceeding with plans to construct Phase 2 road widening and drainage improvements within the County’s Haines Road improvement project from 60th Avenue North to US19, County PID No.0002106A. This project will require relocation of the City’s existing water mains. Relocation plans and specifications are being prepared by the City’s consultant, Advanced Engineering & Design, Inc. under Task Order No. 16-01:-AED/W in the not-to-exceed sum of $58,098.75; and

WHEREAS, in order to accomplish the relocation work efficiently while minimizing expenses, the City’s relocation plans can be included with the County’s plans for bidding and construction, after execution of a Joint Project Agreement. The JPA requires the City to deposit into an interest bearing account with the County funds, equal to the bid for the relocation work plus five percent (5%) as payment to the County for construction and administration services, within thirty (30) days following the project bid opening. The County will use the deposit fund for payment of the project and will reimburse the City in the event the cost of relocation is less than the funds provided. Should the bids exceed the engineer’s estimate, the City has the option to reject the bids. If the City rejects the bids, the JPA would require the City to construct the water main relocation without delay to the County’s contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that Administration recommends authorizing the Mayor or his designee to execute a Joint Project Agreement between the City of St. Petersburg and Pinellas County in the estimated sum of $748,214.81 for relocation of the City’s Water Mains on the County’s Haines Road Phase 2 Roadway and Drainage Improvement Project from 60th Avenue North to US 19, County PID 002106A (Engineering Project No. 17062-111; Oracle No. 15796)
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Approved by:

Brijesh Prayman, P.E.
Engineering & Capital Improvements, Director
JOINT PROJECT AGREEMENT
UTILITY INSTALLATION BY ROADWAY CONTRACTOR

PROJECT NAME:  HAINES ROAD ROADWAY AND DRAINAGE IMPROVEMENTS

PROJECT LIMITS:  FROM:    60th AVENUE NORTH

TO:    U.S. HIGHWAY 19

COUNTY PROJECT IDENTIFICATION NO.: 002106A

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the
day of _____, 20____, by and between Pinellas County, a political subdivision of the State of
Florida, hereinafter the “County”, and the City of St Petersburg, Florida, a municipal corporation
of the State of Florida, hereinafter the “City” (collectively, Parties).

WITNESSETH, That:

WHEREAS, the County intends to reconstruct Haines Road between 60th Avenue North
and U.S. Highway 19, (County Project No. 002106A or Project), which will call for the adjustment,
relocation and/or installation of the City’s utility facilities along, over and/or under the Project
(Utility Work); and

WHEREAS, the County’s plans for the Project have been reviewed by the City and the
City has had the opportunity for input into said plans; and

WHEREAS, the County and the City have determined that it would be to the best interest
of the general public and to the economic advantage of both Parties to enter into this Joint Project
Agreement for the Utility Work to be accomplished by the County’s contractor as part of the
construction of the Project; and

WHEREAS, the City has expressed its desire to assume all reasonable and necessary costs
to be incurred for this Utility Work and has requested the County to include in said Project certain
plans and specifications to meet the City’s needs.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) each to the other
in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the
mutual covenants hereinafter contained, it is agreed by the Parties as follows:

1.  Utility Work

The City’s Utility Work within the limits of the Project is more specifically described as the
replacement, relocation or adjustment of approximately of six inch (6"), eight inch (8") and twelve
inch (12") water mains that are in conflict with the proposed construction improvements as part of
County PID No. 002106A, located on Haines Road, between 60th Avenue North and U.S.
Highway 19.
2. Funding

2.1 The County will be responsible for the bidding and award of the construction contract for the Project and will include the Utility Work as a separate container item in its bidding document. After the County receives, opens, and evaluates the bids, the County will notify the City, in writing, of the County’s intent to award the contract (“Notification”). This Notification will include the amount for the Utility Work. The bid award will be in the County’s sole discretion based upon the bids received for the Project. The City will have fifteen (15) days from receipt of the County’s notification to request, in writing, that the County delete the Utility Work from the County’s award of bid/construction contract, and to notify the County of the City’s intent to perform the Utility Work with the City’s own forces or its own contractor. In order not to delay the construction of the Project, the City must show that it is ready and able to perform all Utility Work prior to requesting that the County delete the Utility Work from the contract award. The City does not have the right to delay or affect, in any way, the award of the contract. In the event the City, in performing the Utility Work causes a compensable delay to the County’s construction of this Project, the City will pay all claims and costs incurred due to its delay.

2.2 The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A) of **Seven Hundred Forty Six Thousand Eight Hundred Seventy One and 25/100 Dollars ($746,871.25)**, plus 5% for County construction/contract administration/compaction and backfill testing costs of **Thirty Seven Thousand Three Hundred Forty Three and 56/100 Dollars ($37,343.56)**, for a total cost of **Seven Hundred Eighty Four Thousand Two Hundred Fourteen and 81/100 Dollars ($784,214.81)**, has been appropriated and is available for deposit into an interest bearing escrow account for the purpose of payments by the County to the contractor on the City’s behalf. The deposit will be due to the County no later than thirty (30) days from the date of Notification of the County’s intent to award the construction contract. If the Utility Work portion of the contractor’s bid selected by the County for performance of the Utility Work exceeds the amount of the preliminary estimated Utility Work, then subject to and in accordance with the limitations and conditions established by Subparagraph 2.1 hereof regarding the City’s option to remove the Utility Work, the City will deposit an amount with the County which equals the total for the City’s Utility Work plus 5% of that amount for County construction/contract administration/compaction and backfill testing. Interest will accrue on the deposit balance and be used toward the cost of the Utility Work. In the event the final, actual cost of the Utility Work is less than the amount the City deposited, including all interest earned, but excluding the 5% for County construction/contract administration/compaction and backfill testing of the actual construction costs, the County will reimburse the City any excess escrow account funds. Should contract modifications occur that increase the cost of the Utility Work, or the estimated quantities of items provided by the City in Exhibit A are exceeded, the City will be notified by the County accordingly. The City will pay the County within thirty (30) calendar days of notification by the County to ensure that cash on deposit with the County is sufficient to fully fund the cost of the Utility Work. The County shall notify the City as soon as it becomes apparent the actual costs will overrun the award amount, and the City shall pay for the cost overruns (plus 5% administrative fee) within thirty (30) calendar days of notification by the County. However, failure of the County to so notify the City shall not relieve the City from its obligation to pay for the full cost of the Utility Work.
All deposits due to the County referenced in Section 2.2 above shall be mailed to:

Finance Division Accounts Receivable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

2.3 The County will require the successful contractor to comply with the following conditions. The City shall be responsible for the costs attributed to said compliance with these conditions as part of the Utility Work:

(A) Indemnify, hold harmless, pay the costs of defense on behalf of and defend the County and its agents and employees and the City and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the Utility Work;

(B) Provide a dual obligee bond in the full amount of the Project, naming the City and the County as obligees; and

(C) Provide insurance coverage per the requirements in the insurance section of the invitation to bid as well as in the executed contract with the successful contractor. Both the County’s invitation to bid and the construction contract will require that the Contractor name the County and the City as additional insured entities and certificate holders.

3. **Joint Project Activities**

3.1 The City will prepare, at its expense, the design of plans and specifications for all the City’s necessary Utility Work and reimbursable Utility Work described above and has provided the County with complete and reproducible plans on standard size sheets (11” x 17” and 24” x 36”), together with a complete set of specifications covering all construction requirements for the Utility Work. These plans and specifications will be complete in every detail and will include a “Summary of Quantities” sheet and/or “Bill of Materials” identifying the items of work, with a final estimate of cost (Engineer’s Estimate), required to accomplish the Utility Work said estimate to be satisfactory to the County. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Florida.

3.2 The City will coordinate the development of the Utility Work plans with the County’s plans for the Project. The County, upon request by the City, will furnish all available roadway information required by the City for the coordination and development of the Utility Work plans, and the County will cooperate with the City to this end. The City’s specifications for this Project will not conflict with the County’s specifications or the County’s Invitation to Bid document.
3.3 The City will obtain all necessary permits required for construction of the Utility Work. This Agreement does not relieve the City of any requirement to obtain required permits from the County. A copy of all permits required for said Utility Work will be provided to the County no later than **October 28, 2018**.

3.4 All surveys for construction of the Utility Work will be furnished by the successful contractor, in accordance with the plans and specifications provided by the City.

3.5 The coordination of the City’s Utility Work with that of the roadway contractor and other utilities and/or their contractors will be the responsibility of the County. The City will cooperate fully and immediately to resolve any delays in the construction of the project occurring as the result of the City’s Utility Work.

3.6 All of the Utility Work done pursuant to this Agreement shall be done in substantial accordance with the City’s plans and specifications, which plans and specifications are attached hereto incorporated herein by reference. All information required for field changes, change orders or supplemental agreements pertaining to the City’s Utility Work will be promptly furnished to the County.

3.7 During construction of the City’s Utility Work, the City will provide the necessary construction and engineering inspection for the City’s Utility Work to determine if the Utility Work is in substantial compliance with the plans and specifications, and provide all required testing associated with the City’s Utility Work, excluding backfill and compaction testing in accordance with Pinellas County Minimum Testing Frequency Requirements, and provide results to the County for same. The contractor shall contact the City’s Engineering Inspection Division at **727-893-7130 within 24 hours** prior to commencement of any City Utility Work to schedule the appropriate inspection and pressure testing. The City’s inspector will immediately notify the County inspector of any objections to the Utility Work.

3.8 The City will participate in the design, utility coordination, pre-construction and other meetings as necessary for Project coordination.

3.9 All adjustment, relocations, repairs, maintenance, and incidental work (“Incidentals”) required to be performed to the City’s existing utilities for the Joint Project, not included in the Utility Work, will be the sole responsibility of the City. All such work is to be coordinated with the construction of this Joint Project and in a manner that will not cause delay to the County’s Project contractor.

3.10 The City’s comments and suggestions are invited and will be considered by the County; however, all services and work under the construction contract will be performed to the satisfaction of the County’s Director of Public Works, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for Utility Work, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and who’s decision upon all claims, questions and disputes thereunder are final and conclusive upon the Parties hereto.
3.11 Upon completion of the entire Project, which will be determined jointly by the County and the City, the City will own, control, maintain and be responsible for all City utility facilities in accordance with the terms of the County issued Utilization Permit. The City will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed utilities facilities.

3.12 The County will forward any accounting records, if requested, to the following City representative:

Michael Gebler  
City of St Petersburg  
Engineering Department  
One Fourth Street North  
St Petersburg, Florida 33701

3.13 Upon final payment to the contractor, the County intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project costs records and accounts shall be subject to audit by a representative of the Company for a period of three (3) years after final close out of the Project.

3.14 Upon completion of the entire Project, the Contractor will supply “as built” (“Record”) standard size sheet (11” x 17” or 24” x 36”) Utility Work plans to the County, who in turn will within ninety (90) days, furnish the City with one (1) set.

3.15 Upon completion of the entire Project, the County will ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing and/or installing facilities related to the Utility Work in accordance with this Agreement, is assigned to the City.

4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for the City shall be Michael Gebler or his designee (“City’s Project Manager”), whose current telephone number is 727-893-7197, email address is michael.gebler@stpete.org and whose post office address is City of St Petersburg, Engineering Department, One Fourth Street North, St Petersburg, Florida 33701.

4.2 The Project Manager for Pinellas County shall be Erin Lawson or her designee (“County’s Project Manager”), whose telephone number is 727-464-3176, email address is elawson@pinellascounty.org and whose post office address is 14 S. Fort Harrison Avenue, Clearwater, FL 33756.

4.3 Each Party may designate a replacement Project Manager by giving written notice of such designation, and the telephone number, e-mail address, and mailing address to the other party in accordance with this Agreement.
5. **Records, Reports, and Inspection**

The County shall maintain financial records, accounting and purchasing information, and books and records for the Project. These books, records, and information shall comply with general accounting procedures. All documents related to the Project are public records and shall be retained and provided as required by law.

6. **Compliance with Federal, State, County, and Local Laws**

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

7. **Responsibilities of the Parties**

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

8. **Discrimination**

The County and the City shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

9. **Assignment**

This Agreement may not be assigned.

10. **Severability**

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

11. **Entire Agreement**

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

All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, or, if hand delivered, upon the actual date of delivery to the Project Manager, whose address is set forth in Section 4 above.

13. Waiver

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

14. Due Authority

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

15. Headings

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

16. Fiscal Funding

The obligations of the Parties are subject to appropriate budgeted funds being available in each budget year to achieve the purposes of this Agreement. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

17. Term

The term of this Agreement shall commence upon execution of this Agreement by the Parties and shall terminate after completion and acceptance of the Utility Work and upon final payment in accordance with the provisions of Paragraph 3.14 of this Agreement. If the County fails to issue a Notice to Proceed to a contractor for the Project within seven hundred twenty (720) days from the date of full execution of this Agreement by the Parties, this Agreement shall be deemed terminated and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days.
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF ST PETERSBURG, FLORIDA, A municipal corporation and political subdivision of the State of Florida

By: _______________________________

________________
Mayor

By: _______________________________

________________
City Manager

ATTEST:

By: _______________________________

________________
City Clerk

Approved as to form:

By: _______________________________

________________
City Attorney

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

By: _______________________________

Kenneth T. Welch
Chairman

ATTEST: Ken Burke, Clerk of the Circuit Court

By: _______________________________

Deputy Clerk

OFFICIAL CITY SEAL
The following page(s) contain the backup material for Agenda Item: A Resolution approving the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Cardno, Inc. (“A/E”), dated March 15, 2018, as amended, for A/E to provide continued public engagement, design services, environmental permitting, local agency program services, and bidding assistance for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154, in an amount not to exceed $837,688.38; providing that the total contract amount shall not exceed $1,108,456.38 (Engineering Project Nos. 18032-110 and 18032-111; Oracle Nos. 15071, 15627, 16140, 16677 and 16880); authorizing the Mayor or his designee to execute the second Amendment; 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 approving the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Cardno, Inc. ("A/E"), dated March 15, 2018, as amended, for A/E to provide continued public engagement, design services, environmental permitting, local agency program services, and bidding assistance for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154, in an amount not to exceed $837,688.38; providing that the total contract amount shall not exceed $1,108,456.38 (Engineering Project Nos. 18032-110 and 18032-111; Oracle Nos. 15071, 15627, 16140, 16677 and 16880); authorizing the Mayor or his designee to execute the second Amendment; and providing an effective date.

EXPLANATION: The bridge connects 40th Avenue NE to the Shore Acres area. The bridge was built in 1961 and widened in 1991. FDOT inspects the bridge bi-annually (every other year) and the City maintains the bridge based on the subsequent reports. During-routine maintenance of the bridge in August 2017, the City discovered further deficiency to the bridge which resulted in the closing of the bridge. The bridge reopened in less than two weeks utilizing sidewalk over spans built in 1991. The bridge has been analyzed and deemed structurally deficient, however the imposition of weight and speed restrictions, along with the realignment of travel lanes, allows the bridge to remain a safe option for the traveling public until it can be replaced.

On March 15, 2018, City Council approved an A/E Agreement between the City of St. Petersburg, Florida and Cardno, Inc. to furnish professional engineering services for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154 in the amount of $33,700. The scope of services included project website development, temporary traffic flow recommendations, and pedestrian accessibility.

On June 7, 2018, City Council approved the First Amendment to the A/E Agreement in the amount of $237,068 for bridge project development phase services that included public involvement, geotechnical engineering services, survey, bridge hydraulics report, bridge development report, and all necessary documentation to comply with the National Environmental Policy Act (NEPA).

The Second Amendment to the A/E Agreement, as amended, in the amount of $837,688.38 will provide funding for continued public engagement, structure, roadway, drainage and lighting design, permitting and bidding phase services. This project will be developed under Florida Department of Transportation Local Agency Program (FDOT LAP) to allow for future partial reimbursement.

The City received updated LAP certification in April 25, 2017 to provide design, bid/award, and construction oversight services for federally funded projects within City limits. This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.
A/E Agreement, First Amendment and the Second Amendment included the following phases and associated not to exceed costs respectively:

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<td>Temporary Traffic Flow</td>
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<td>Recommendations</td>
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Amendment No. 1

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Total A/E $1,108,456.38

There is no allowance included in the A/E Agreement, as amended. A/E services during construction phase are subject to City Council approval of a future amendment to the A/E Agreement, as amended.

Contractor costs for the construction of the improvements will be provided to Council for approval as a separate agreement.
RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Cardno, Inc. ("A/E"), dated March 15, 2018, as amended, for A/E to provide continued public engagement, design services, environmental permitting, local agency program services, and bidding assistance for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154, in an amount not to exceed $837,688.38; providing that the total contract amount shall not exceed $1,108,456.38 (Engineering Project Nos. 18032-110 and 18032-111; Oracle Nos. 15071, 15627, 16140, 16677 and 16880); authorizing the Mayor or his designee to execute the second Amendment; and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027), Bridge Recon/Ld Testing FY16 Project (15071), Bridge Recon/Ld Testing FY17 Project (15627), Bridge Recon/Load Testing FY18 Project (16140), 157154 40 Av/NE Placido Bayou Project (16677) and the Water Resources Capital Projects Fund (4003) DIS PC 40th Ave NE Bridge FY18 Project (16880).

ATTACHMENTS: Resolution
Revised Amended Appendices A, B, and C
Second Amendment

APPROVALS: Administrative
Budget
Resolution No. 2018 - ______

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CARDNO, INC. ("A/E") DATED MARCH 15, 2018, AS AMENDED, FOR A/E TO PROVIDE CONTINUED PUBLIC ENGAGEMENT, DESIGN SERVICES, ENVIRONMENTAL PERMITTING, LOCAL AGENCY PROGRAM SERVICES, AND BIDDING ASSISTANCE FOR THE BRIDGE REPLACEMENT AT 40TH AVENUE NE OVER PLACIDO BAYOU PROJECT, BRIDGE NO. 157154 IN AN AMOUNT NOT TO EXCEED $837,688.38; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,108,456.38 (ENGINEERING PROJECT NOS. 18032-110 and 18032-111; ORACLE NOS. 15071, 15627, 16140, 16677, AND 16880); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Cardno, Inc. ("A/E") executed an architect/engineering agreement ("Agreement") on March 15, 2018, for A/E to provide miscellaneous professional services for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154 in an amount not to exceed $33,700; and

WHEREAS, on June 19, 2018, the City and A/E executed the First Amendment to the Agreement for A/E to provide bridge project development phase services to include topographic and hydrographic survey, Subsurface Utility Engineering (SUE), environmental analysis and report, permitting, and public involvement tasks in an amount not to exceed $237,068; and

WHEREAS, the City and A/E desire to amend the Agreement, as amended for a second time for A/E to provide continued public engagement, design services, environmental permitting, Local Agency Program services, and bidding assistance for an amount not to exceed $837,688.38; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Cardno, Inc. ("A/E") dated March 15, 2018, as amended, for A/E to provide continued public engagement, design services, environmental permitting, Local Agency Program services, and bidding assistance for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154 in an amount not to exceed $837,688.38 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $1,108,456.38.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment.

This Resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

00400496 10-4-18 Meeting
SECOND AMENDMENT

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into on this ____ day of October, 2018, by and between the City of St. Petersburg, Florida ("City") and Cardno, Inc. ("A/E").

WHEREAS, the City and A/E executed an architect/engineering agreement on March 15, 2018, for A/E to provide miscellaneous professional services for the Bridge Replacement at 40th Avenue NE over Placido Bayou Project, Bridge No. 157154 in an amount not to exceed $33,700; and

WHEREAS, on June 19, 2018, the City and A/E executed the First Amendment for A/E to provide bridge project development phase services to include topographic and hydrographic survey, Subsurface Utility Engineering (SUE), environmental analysis and report, permitting, and public involvement tasks in an amount not to exceed $237,068; and

WHEREAS, the architect/engineering agreement dated March 15, 2018 as amended by the First Amendment is hereafter referred to as "Agreement"; and

WHEREAS, the City and A/E desire to amend the Agreement for a second time for A/E to provide continued public engagement, design services, environmental permitting, Local Agency Program services, and bidding assistance for an amount not to exceed $837,688.38.

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

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

2. Section 4.1 of the Agreement is hereby amended to read as follows:

   4.1 The detailed services that the A/E shall perform for the City are set forth in Revised Amended Appendix A, which is attached hereto and made apart hereof.

3. Section 6.1 of the Agreement is hereby amended to read as follows:

   6.1 Provided that the A/E faithfully performs its obligations contained in this Agreement, the City hereby agrees to pay the A/E pursuant to the fees and costs set forth in Revised Amended Appendix B an amount not to exceed one million one hundred eight thousand four hundred fifty six dollars and thirty-eight cents ($1,108,456.38) ("Payment"). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by the Agreement. The Payment shall only be increased in strict accordance with this Agreement.
4. Section 20.1 of the Agreement is hereby amended to read as follows:

20.1 The A/E shall perform the Scope of Services in accordance with the schedule set forth in Revised Amended Appendix C, which is attached hereto and made a part hereof. Such schedule may be revised by the City’s Project manager after consultation with the A/E.

5. Section 24.0 is added to the Agreement to read as follows:

SECTION 24.0 – Prohibition Against Contracting with Scrutinized Companies

24.1 A/E hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate this Agreement as provided in Florida

6. Amended Appendix A is hereby deleted and replaced with Revised Amended Appendix A, which is attached hereto and made a part hereof by reference. All references in the Agreement to Amended Appendix A shall mean Revised Amended Appendix A.

7. Amended Appendix B is hereby deleted and replaced with Revised Amended Appendix B, which is attached hereto and made a part hereof by reference. All references in the Agreement to Amended Appendix B shall mean Revised Amended Appendix B.

8. Amended Appendix C is hereby deleted and replaced with Revised Amended Appendix C, which is attached hereto and made a part hereof by reference. All references in the Agreement to Amended Appendix C shall mean Revised Amended Appendix C.

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

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

CARDNO, INC.

By: ________________________________
(Signature)

(Please Print or Type Name)


WITNESSES

By: ________________
Print: __________________

By: ________________
Print: __________________

(Tittle)

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________
(Signature)

(Please Print or Type Name)


ATTEST:

Chan Srinivasa, City Clerk

(SEAL)

Approved as to Form and Content:

By: ________________
City Attorney (Designee)
00400411
REVISED AMENDED APPENDIX A - SCOPE OF SERVICES
BRIDGE REPLACEMENT AT 40TH AVENUE NE, OVER PLACIDO BAYOU,
BRIDGE NO. 157154
CITY OF ST. PETERSBURG, FLORIDA, RFQ #6729
PROJECT NO. 18032-110

GENERAL DESCRIPTION

The City is in need of replacing the 40th Avenue NE Bridge over Placido Bayou, Bridge No. 157154, as it has become a structurally deficient bridge.

A/E shall provide bridge final design services required for the bridge replacement. These services include continued public involvement support, FDOT coordination including LAP services, geotechnical engineering services, bridge hydraulics report, finalizing the bridge development report, final bridge and wall design, final roadway and MOT design, final drainage design, final lighting design, utility coordination and design, environmental permitting, and bid phase services.

The 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.

Unless otherwise provided in this Scope of Services (e.g., by use of the defined terms participate or jointly) in the Agreement, A/E will have sole responsibility for the services, deliverables, work and other obligations set forth in this Scope of Services and the Agreement.

SCOPE OF SERVICES

Task 1 - Project Website Development

The A/E will develop a Project Website for the City. The A/E will work closely with the City and its partners to create an engaging, informative and functional website. This website will serve as a portal to project information for the community, elected officials and others interested in understanding the project schedule and other key points of information.

This scope of work for the Project Website development includes:

- **Website Design** – The A/E will use a basic layout and design of the home page and interior page, menu, images including project map, and other key elements of public information.

- **Website Development** – The A/E will work with the City to develop the website structure and functionality. The A/E will procure the site domain and manage site hosting. The A/E will create a website with the following pages:
  - Home page – containing project description and historical information
  - Project Documents, Project Schedule and Meetings page
  - Comments Form page
  - Contact Information page
Website Content Development – The A/E will work with the City to develop web content, incorporate graphics, maps and polls for inclusion on the site. Content will be relevant to the community, and serve as a portal to access the project schedule, meeting notices, updates and key points of contact. The A/E will update the site on a regular schedule to ensure accuracy.

Task 2 - Temporary Traffic Flow Recommendations

The A/E will evaluate and provide improvement recommendations to temporary traffic control at the bridge including “smoothing” out the barrier transition, increasing the speed limit, and reducing the length of 15 mph speed zone.

Task 3 - Pedestrian Accessibility

The A/E will evaluate and provide preliminary details and cost estimates for temporary repair options to allow pedestrian accessibility on the bridge in the interim time until bridge reconstruction commences. Up to two options will be considered. One option will include replacing the deteriorated slab units in Span 4 and re-configuring the vehicular and pedestrian traffic similarly to the configuration before the bridge was modified in 2017. Another option will include a bracketed sidewalk on the south side of the bridge that could remain open during the bridge reconstruction.

Task 4 – Survey & SUE

The A/E shall perform Survey and SUE Services related to the bridge replacement.

4.1 Topographic Survey

Perform a Topographic Survey along 40th Avenue in the vicinity of the 40th Avenue NE Bridge.

- Recover/Re-establish Historic Survey Baseline. Set and reference survey baseline. Calculate and recover existing right of way lines based on record documents and LIMITED recovery of field monumentation. (THIS IS NOT A RIGHT OF WAY MAP. THIS IS NOT A BOUNDARY SURVEY.)
- Complete Topographic Survey will include the existing bridge and 750’ west and east of the existing bridge along 40th Avenue NE. The survey will include all above ground features and existing grade information to the approximate water line of the canal.
- Locate existing bridge features including piles, bent caps, abutments, slab units, deck limits, curbs, sidewalks, parapets, and approach slabs.
- Locate all subsurface utility engineering quality level ‘A’ and ‘B’ completed for the project.
- Locate any and all geotechnical borings and wetland / jurisdictional lines.

4.2 Hydrographic Survey
Perform a Hydrographic Survey of a portion of Channel N in the vicinity of the 40th Avenue NE Bridge more specifically defined as follows:

- South Side- Beginning at bridge, collect data on cross sections spaced approximately 50 foot apart for 500 feet following the centerline of Channel N, Cut 11.
- North Side- Beginning at bridge, collect data on cross sections spaced approximately 50 foot apart for 500 feet following the centerline of Channel N, Cut 12.
- Collect data along approximate centerline of Channel N over the same area as above.
- (Extend cross sections above to the west as far as possible (to limits of vessel travel or seawall face) in order to show seabed conditions in area of possible Channel N realignment).
- Establish vertical clear span at approximate Toes and Centerline of Channel N below the 40th Ave Bridge.
- Establish vertical clear span at approximate Toes and Centerline of Channel N below the Overlook Drive Bridge.
- Collect individual cross sections at eight (8) specific locations for Bridge Hydraulic Report

Horizontal control for hydrographic survey will be based on real time sub-meter (or better) Differential GPS and tied to the North American Datum of 1983, Adjustment of 2011 (NAD 83/2011).

Vertical control will be based on existing benchmarks and tied to be tied to the North American Vertical Datum of 1988 (NAVD 88).

Survey will be conducted using a Single Beam Odom Echo sounder with a 200 kHz transducer and/or a fiberglass rod.

4.3 SUE

The A/E will perform Subsurface Utility Engineering.

- Complete quality level ‘B’ subsurface utility engineering (designating) from 750’ west and east of the existing bridge.
- Complete quality level ‘A’ subsurface utility engineering (locating) at 24 locations as provided by the Engineer of Record.

Task 5 – Environmental Analysis and Reports

The A/E shall coordinate and perform the appropriate level of environmental analysis for NEPA compliance for this project as outlined in the PD&E Manual and the following references.

The A/E shall utilize the Programming Screen Summary Report and graphical information from the Environmental Screening Tool (EST) available at http://www.dot.state.fl.us/emo, or other appropriate database. Data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans. The level of effort for the following work activities shall be commensurate with the level of impact
identified in the final Programming Summary Report. If the Summary Degree of Effect from the Final Programming Summary Report is "No Involvement", or "None", for an activity, the activity will be marked N/A in the Scope of Services.

5.1 Class of Action Determination

This project has not been screened via the ETDM (Efficient Transportation Decision Making) process. It is anticipated that the appropriate Class of Action will be either a Type 2 Categorical Exclusion (CE) or an Environmental Assessment. Since it is possible that FHWA could determine that an Environmental Assessment is appropriate, the effort required to prepare and process an EA will be included as an "Optional Service".

This task consists of the Preliminary Environmental Discussion (PED) and completing the Environmental Class of Action Determination Form (as defined in Part 1, Chapter 2 of the PD&E Manual). If possible, this will be accomplished as part of the ETDM process.

If the Class of Action is determined to be a Type 2 Categorical Exclusion, the A/E will prepare the Summary of Environmental Impacts Checklist for Type 2 CEs and supporting documentation for inclusion in the PER in accordance with Part 1, Chapter 5 of the PD&E Manual.

If FHWA determines that the required Class of Action is an Environmental Assessment, the A/E shall prepare the Environmental Determination Form and any attachments that will be required for FHWA to make their determination as per Part 1, Chapter 2, of the PD&E Manual.

5.2 Categorical Exclusion Type 2

Prepare the Categorical Exclusion Type 2 form and all attachments in accordance with Part 1, Chapter 5 of the PD&E Manual. Perform ETDM Screening of Required Documents.

Socio-Economic

5.3 Social and Economic Impacts

The A/E shall collect data regarding the following Socio-cultural issues. Pertinent data shall be collected, analyzed and summarized in the appropriate section of the Environmental Document. Pertinent data shall also be displayed on the base map, as applicable. These issues shall be analyzed in accordance with Part 2, Chapter 9 of the PD&E Manual and the Sociocultural Effects Evaluation Handbook (available at http://www.dot.state.fl.us/emo).

The A/E will evaluate the potential impacts of the proposed improvements on the following social issues:

- Community Cohesion: identification of physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities

- Community Facilities and Focal Points: schools, churches, parks, emergency facilities, social services, day care facilities, retirement centers, community centers, and retail locations

- Safety/Emergency Response: creation of isolated areas, emergency response time changes, location of police, fire, emergency medical services, healthcare facilities, and government offices
• Title VI: Location of any Title VI involvement, minority displacement, special populations

The A/E will evaluate the potential impacts of the proposed improvement on commerce, including business and/or business district access, visibility, traffic patterns, and parking issues. Input from business interests along the corridor.

5.4 Land Use Changes
The A/E will evaluate the potential impacts of the proposed improvements on the following land use issues:

• Plan Consistency: consistency with comprehensive plans, growth management plans and policies, and future land use plans.

• Land Patterns: land uses with aesthetic, recreational, or community use values, open space, potential for sprawl, and the character of the neighborhoods.

5.5 Mobility
The A/E will evaluate the potential impacts of the proposed improvement on Accessibility, including transit facilities, intermodal connectivity, transportation disadvantaged access, bicycle and pedestrian issues, walkability, emergency response and evacuation routes, and safety. Potential impacts to navigation will also be addressed.

5.6 Aesthetics
In accordance with Part 2, Chapter 15 of the PD&E Manual, the following issues will be addressed:
Aesthetics: noise/vibration sensitive sites, view shed, project aesthetics, community character and aesthetic values

Cultural Resources

5.7 Archaeological and Historical Sites
The 40th Avenue NE Bridge, also known as the Nathaniel J. Upham Bridge (FDOT No. 157154), was constructed in 1961 and is considered a Post-1945 Common Bridge Type excluded from Section 106 review by the 2012 ACHP Program Comment and the 2016 Programmatic Agreement.

In order to assist with completion of the Type 2 Categorical Exclusion, a cultural resources assessment survey (CRAS) will need to be completed. A survey will also be required to meet Section 106 requirements if federal funding or a federal permit is required.

The A/E will perform a professional CRAS of the 40th Ave. NE Bridge Replacement Project in Pinellas County in accordance with Florida Chapter 1A-46 Florida Administrative Code Guidelines, the National Historic Preservation Act of 1966 (PL 89-665), as amended, and the Archaeological and Historic Preservation Act of 1974 (PL 93-291), as amended.

The CRAS will include an archaeological evaluation of the properties within the Area of Potential Effect (APE). All work will meet the guidelines set forth Florida Department of State, Division of Historical Resources and the Florida Department of Transportation PD&E Manual. Registered Professional Archaeologists and Architectural Historians will meet the Secretary of the Interior’s Professional Qualification Standards (48 FR 44716).

Background research will include a review of the Florida Master Site Files (FMSF), historic
maps, and document research. Additional sources of information may include local or non-local libraries, universities, historic societies, archives, and agencies. Standard sources of information include newspapers, books, journal articles, historic maps, and historic photographs. The goal is to create a summary of prior survey efforts and provide a historic and archaeological context for evaluation of historic and archaeological resources within the area of potential effects.

The A/E will identify and evaluate the effects of the bridge replacement on the surrounding properties and completion of an FMSF form for the bridge per Section 8.3.2.8 of the PD&E Manual.

A preliminary review of the surrounding properties identified a potential for 10 historic buildings (built prior to 1969) in the area of potential effects in addition to the bridge. If required, systematic shovel testing will be performed within the APE.

The A/E will complete FMSF forms for any resources identified during the survey. Digital photographs will be provided for each surveyed historic property. Following completion of the survey, a final report will be completed that conforms to Chapter 1A-46, Florida Administrative Code, Archaeological and Historical Report Standards and Guidelines. The report will include, as appropriate, sections outlining the results of the background research, prehistoric context, narrative history, research design, field methodology, and survey results. A recommendation for determination of eligibility or ineligibility for the National Register of Historic Places for the identified resources will be contained in the report.

Natural Resources

5.8 Wetlands and Other Surface Waters

The A/E will collect and review available data pertaining to wetlands and other surface waters in the project area in accordance with Part 2, Chapter 18 of the PD&E Manual. The analysis and results will be documented in the Wetland Evaluation Biological Assessment Report (WEBAR). This report will be coordinated with resource and regulatory agencies for their input and concurrence.

A seagrass survey will be conducted to identify potential seagrass in the bridge vicinity.

Wetland jurisdictional boundaries (including areas of seagrass where applicable) will be located with hand held GPS units. This task does not include a formal delineation of wetland boundaries or approval of wetland boundaries by resource agencies. Conceptual Mitigation Plans are not anticipated for this project.

5.9 Special Designations

The A/E will analyze the project for involvement with Aquatic Preserves, Outstanding Florida Waters, Wild and Scenic Rivers, Coastal Zone Consistency, and Coastal Barrier Resources, and coordinate with the appropriate agencies as per Part 2, Chapters 10, 12, 14, and 15 of the PD&E Manual.

5.10 Water Quality and Water Quantity

The A/E shall review plans and coordinate with the appropriate agencies to complete the Water Quality Impact Evaluation (WQIE) as per Part 2, Chapter 20 of the PD&E Manual.

5.11 Floodplains

The A/E shall gather information including permits, maps, and studies from relevant sources including County, local agencies, WMD, etc. The CONSULTANT will evaluate
project impacts on the 100-year (base) floodplain and document floodplain analysis in the Environmental Document to comply with 23 Code of Federal Regulations (CFR) Part 771 and applicable regulations, guidance, and Executive Orders (EO).

5.12 **Protected Species and Habitat**

The A/E will evaluate the potential for impacts to listed wildlife species in accordance with Part 2, Chapter 27 of the PD&E Manual. The analysis will include an evaluation of potential impacts to wildlife. The analysis and results will be documented in the Wetland Evaluation Biological Assessment Report (WEBAR). The WEBAR will be coordinated with resource and regulatory agencies for their input and concurrence.

5.13 **Essential Fish Habitat (EFH)**

The A/E will conduct an EFH Assessment and coordinate the assessment with the National Marine Fisheries Service in accordance with Part 2, Chapter 11 of the PD&E Manual. The analysis and results will be documented in a Technical Memorandum.

5.14 **Identify Permit Conditions**

The A/E shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project, or add scope to identify what tasks should be done in accordance with agreements with the permitting agencies. This task does not include preparation or submittal of any environmental permit application.

**Physical Impacts**

5.15 **Noise**

The A/E will evaluate Noise Impacts following procedures in Chapter 18 (Highway Traffic Noise) of the Florida Department of Transportation’s (FDOT’s) Project Development and Environment (PD&E) Manual and FDOT’s Traffic Noise Modeling and Analysis Practitioner’s Handbook, a highway traffic noise analysis will be performed and noise abatement evaluated. The results of the analysis will be documented in a Noise Study Report (NSR).

5.16 **Air Quality**

The A/E will perform an air quality screening analysis in accordance with Part 2, Chapter 19 (Air Quality) of the Florida Department of Transportation’s (FDOT’s) Project Development and Environment (PD&E) Manual. The analysis will be documented in an Air Quality Screening Technical Memorandum.

5.17 **Contamination**


5.18 **Utilities**
The A/E will analyze the impacts of the project on utility providers and customers. This task will include coordination with the utility companies within the project and preparation of a Utility Assessment Package.

The Utility Assessment Package will review project impacts to existing utilities including water, sanitary sewer and reclaimed water within the project limits.

5.19 **Construction Impact Analysis**
The A/E will evaluate impacts resulting from the construction of the proposed project in accordance with Part 2, Chapter 3 of the PD&E Manual.

5.20 **Bicycles and Pedestrians**
The A/E will consider alternatives that accommodate bicycles and pedestrians and the aspect of providing reasonable alternatives for users of all ages. Per Part 2, Chapter 3 of the PD&E Manual, the Bicycles and Pedestrians section of the Environmental Document will discuss current and anticipated use of the facility and potential impacts to the affected alternatives and proposed measures to avoid or reduce adverse impacts to the facility and its users.

5.21 **Navigation**
The bridge is located over a navigable waterway. The A/E will consider both permanent and temporary impacts to navigation for the bridge replacement.

The A/E will prepare a Navigation Impact Report which will document existing features and needs related to navigation including existing bridge horizontal and vertical clearance, depths and widths of the surrounding users, clearances of limiting structures, and a survey of the user vessels. The Navigation Impact Report will be submitted to the USCG for review and will be used to establish the required horizontal and vertical clearances for the proposed bridge structure.

**Task 6 – Public Involvement**

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the Project. In order to prepare for advancing the project through the federal funding process, the A/E will coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11, and Part 2, Chapter 9 of the PD&E Manual, and the FDOT Public Involvement Handbook. This will ensure that the appropriate public involvement measures are taken and documented through the duration of the project.

The A/E will provide the City drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least ten (10) business days prior to printing and / or distribution.

**6.1 Public Involvement Program**
The A/E is responsible for creating the outreach plan. The plan will identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of
the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. At a minimum, the plan must include the following:

- Project background
- Project goals
- Identification of elected officials
- Identification of affected communities and agencies
- Identification of media (television, radio newspaper) for news and advertisements
- Proposed involvement activities

This plan will be reviewed and updated periodically through the life of the project. As part of the project's plan, the A/E will develop content and upload public involvement materials the information to the project website. The website will be created and maintained by the A/E.

6.2 Public Involvement Data Collection

The A/E will assist the City with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The A/E will maintain a public involvement project file, which will document a record of all public involvement activities for this project.

The A/E is responsible for identifying and maintaining the project contact list that may include, officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies. The A/E will work with the City to generate or obtain mailing labels of property owners using the ETDM Environmental Screening Tool (EST) or the County Property Appraisers’ Offices.

A/E will investigate potential meeting locations to advise the City of their suitability. The A/E will be responsible for logistics associated with setting up the meeting. Any costs associated with securing a meeting location will be the responsibility of the City.

6.3 Public Meetings

The A/E will actively support the City in conducting various public meetings, which may be conducted after normal working hours. The A/E will support the City in preparing presentations, scheduling, attendance, and follow-up services for each meeting, which may include:

- One (1) Project Kick-off Meeting
- One (1) Public Workshop
  - First Public Workshop will serve as an information session and allow community to provide input
- Up to one (1) presentations to the St. Petersburg City Council
• One (1) Project Working Group Meeting (in advance of the public workshop)

For any of the listed meetings, the A/E will prepare or assist in the development of the following:

• Agenda
• PowerPoint Presentations
• Handouts
• Meeting equipment set-up and tear-down
• Display boards
• Design Charrettes and/or selection stickers
• Electronic notification content for elected and appointed officials, property owners, and other interested parties. Letters (the A/E will pay the cost of first class postage)
• News releases
• Frequently Asked Questions
• Project Fliers (1)

The A/E will facilitate the public information meeting / workshop to present Project results and obtain comments related to the Project and / or Project alternatives.

The meeting format will be developed by the A/E. The A/E will participate in any briefing and debriefing meetings with the City staff related to the Public Meetings.

The A/E will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues) to assist the City in such meetings.

Task 7 – Traffic Study

7.1 Background Information
The A/E shall obtain any background information that will assist in the thoroughness and quality of the traffic study. This includes obtaining existing traffic studies, as-built plans, as needed, and any planned projects and studies relevant to the traffic study.

7.2 Traffic Counts
The A/E shall obtain traffic counts in order to assess the existing traffic conditions and determine the projected traffic diversion with a bridge closure. Four locations shall be counted.

7.3 Crash Data Analysis
The A/E shall obtain three years of crash data, most recent full years available, for the purpose of determining if there are crash patterns at the study locations and what, if any, the diverted traffic will have upon the crash patterns. The crashes will be plotted on
aerials. The additional traffic and associated crash costs will be included in the benefit cost analysis.

7.4 Field Review AM/PM Operations
The specified intersections included in Task 2 will be observed by a Professional Engineer during both the AM and PM peak hours to assess the existing operational conditions and potential concerns with adding traffic to the intersections with closure of the 40th Ave Bridge. Field notes and photos of potential concerns will be included in the traffic study.

7.5 Existing Operations Analysis
Using the traffic count data collected, the field review and signal timings provided by the City intersections during the AM and PM peak periods. The level of service and delay shall be summarized in a table.

7.6 Trip Assignments
Using the data collected in Task 2, the A/E will assign the diverted trips with the bridge closure to the 8 intersections.

7.7 Existing Plus Diversion Operations Analysis
The A/E shall conduct an AM and PM peak hour operations analysis of the 8 intersections with the diverted traffic using the existing timings and conditions. A summary table of the level of service and delay will be provided.

7.8 Mitigation Measures
Based on the results of Task 7, the A/E will determine the mitigation measures required, if any, for the 8 intersections analyzed. These measures may include, but not limited to, signal timing modifications, signal phasing modifications, turn lane restriping or alternate intersection control. The mitigation measures will be analyzed in HCS to obtain an acceptable level of service. A table will summarize the improvements, if any, by intersection with the expected level of service and delay.

7.9 Benefit Cost Analysis
A benefit cost analysis will be performed comparing the costs associated with closing the bridge and diverting the traffic compared to it remaining open during construction.

Task 8 - Bridge Development
The A/E shall begin to develop a BDR evaluating multiple alternatives for the bridge configuration include variable span lengths, foundation types, superstructure types, typical sections, and clearances.

The A/E shall solicit information from the community during the first public workshop to determine preferences for the new bridge regarding safety, accessibility, and aesthetics. More detailed concepts such as main span clearance, safety components, and bridge railing type can also be presented at the meeting for public input at the CITY’s discretion.

Information gathered the first public workshop as well as collected on the project website will be used to develop three bridge alternates. The three alternates will vetted by the CITY and presented at the second public workshop for the community’s vote.

The public input will be incorporated into the BDR along with the preliminary engineering analysis and cost estimate to determine the selected bridge configuration. The NEPA determination will also be a factor in the selected bridge configuration.
The Bridge Concept will comply with FDOT and Greenbook Criteria as appropriate for federally funded bridge replacement projects.

This Scope does not include finalization of BDR or preparation of any Bridge or Roadway Plans. Final BDR and 30% Plans Preparation to be included in subsequent bridge design scope.

8.1 **Develop Bridge Geometry**
Consider two to three feasible alignments. Develop proposed horizontal and vertical alignment, vertical and horizontal clearances, alignment skews, baseline intersections.

8.2 **Develop Typical Section**
Evaluate two to three feasible bridge typical sections. Develop proposed bridge typical section.

8.3 **Superstructure Alternatives**
Evaluate two to three feasible superstructure alternatives. Develop proposed superstructure alternative.

8.4 **Foundation & Substructure Alternatives**
Evaluate two to three feasible foundation alternatives. Develop proposed foundation alternative.

8.5 **Aesthetics**
Consider cost effective aesthetics options including decorative bridge railing, bridge lighting, and patterned traffic separators.

8.6 **Load Rating for Damaged/Widened Structures**
Develop LFR Load Rating for existing structure to be partial removed during construction.

8.7 **Exhibits**
- Develop Exhibits to be used in public meetings including renderings of up to three (3) different bridge alternates.
- Develop Exhibits for BDR - Plan & Elevation, Typical Bridge Section, TCP Staging, Aesthetic Treatment, Special Details, and Superstructure and Substructure Sections for confirmed alternate.
- Present Draft BDR Exhibits at Public Hearing.

**Task 9 – Preliminary Engineering Report**

9.1 **Preliminary Engineering Report**
The A/E shall prepare a Preliminary Engineering Report (PER) consistent with Part 2 Chapter 3 of the FDOT PD&E Manual. The A/E shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the A/E shall be signed and sealed by a Florida-licensed professional engineer.

**Task 10 – Public Involvement Continuation**

Public involvement includes communicating to and receiving input from all interested and...
affected persons, groups, business owners, and government organizations regarding the development of the Project. In order to prepare for advancing the project through the federal funding process, the A/E will coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11, and Part 2, Chapter 9 of the PD&E Manual, and the FDOT Public Involvement Handbook. This will ensure that the appropriate public involvement measures are taken and documented through the duration of the project.

The A/E will provide the City drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and approval at least ten (10) business days prior to printing and/or distribution.

10.1 Public Involvement Program Continuation

The A/E is responsible for maintaining the outreach plan. The plan will identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. At a minimum, the plan must include the following:

- Project background
- Project goals
- Identification of elected officials
- Identification of affected communities and agencies
- Identification of media (television, radio, newspaper) for news and advertisements
- Proposed involvement activities

This plan will be reviewed and updated periodically through the life of the project. As part of the project’s plan, the A/E will develop content and upload public involvement materials the information to the project website. The website will be maintained by the A/E.

10.2 Public Involvement Data Collection Continuation

The A/E will assist the City with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The A/E will maintain a public involvement project file, which will document a record of all public involvement activities for this project.

The A/E is responsible for identifying and maintaining the project contact list that may include, officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies. The A/E will work with the City to generate or obtain mailing labels of property owners using the ETDM Environmental Screening Tool (EST) or the County Property Appraisers’ Offices.

A/E will investigate potential meeting locations to advise the City of their suitability. The A/E will be responsible for logistics associated with setting up the meeting. Any costs associated with securing a meeting location will be the responsibility of the City.
10.3 Public Meetings

The A/E will actively support the City in conducting various public meetings, which may be conducted after normal working hours. The A/E will support the City in preparing presentations, scheduling, attendance, and follow-up services for each meeting, which may include:

- One (1) Public Workshop
  - Public Workshop will be held to present up to three bridge concepts to the public. Public will be given the opportunity to ask questions and provide comments on the concepts.

- Up to three conceptual bridge renderings for the Public Workshop

- One (1) Project Working Group Meeting (in advance of the public workshop)

- Up to four (4) presentations to the St. Petersburg City Council, Pinellas County and Pinellas County MPO (includes associated technical and citizen committees, as applicable)

For any of the listed meetings, the A/E will prepare or assist in the development of the following:

- Agenda
- PowerPoint Presentations
- Handouts
- Meeting equipment set-up and tear-down
- Display boards
- Design Charrettes and/or selection stickers
- Electronic notification content for elected and appointed officials, property owners, and other interested parties. Letters (the A/E will pay the cost of first class postage)
- News releases
- Frequently Asked Questions
- Project Fliers (1)

The A/E will facilitate the public information meeting / workshop to present Project results and obtain comments related to the Project and / or Project alternatives.

The meeting format will be developed by the A/E. The A/E will participate in any briefing and debriefing meetings with the City staff related to the Public Meetings. The A/E will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues) to assist the City in such meetings.
10.4 Public Hearing
The A/E will send notifications to the Lead Agency, local governments, and regulatory agencies at least 25 but no more than 30 calendar days prior to the public hearing date.

The A/E will provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Notification on the Department’s Public Notice webpages through the District Public Information Officer (PIO)
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public view
- Presentation with script
- Meeting location signs
- Brochures or handouts
- Title VI compliance signs
- NEPA Assignment compliance signs
- Security (off-duty law enforcement), if needed
- Display advertisements; any press releases and / or advertisements the A/E will pay the cost of publishing
- Expenses associated with arranging for a court reporter to be present and obtaining transcripts of comments made during the Public Hearing
- Response to public comments

10.5 Special Public Involvement Requirements – Comments & Coordination Report

The A/E will prepare Comments and Coordination Report containing transcript, errata, and certification, as well as documentation for all public involvement activities conducted throughout the project.

The A/E shall prepare a display advertisement for the notification of any approved Environmental Document submitted during the project. The A/E will pay for the cost of publishing.

The City will identify and list any special or additional public involvement requirements.

- General Public Correspondence
- Frequent Asked Questions (FAQs)
- Design charrettes

Task 11 – Bridge Development Report (BDR)

This Task includes the Final BDR.

11.1 TCP/Staged Construction Requirements

The A/E shall evaluate Traffic Control Plan and Staged Construction Requirements.

11.2 Constructability Requirements

The A/E shall evaluate Constructability Requirements of up to three different bridge alternatives.
11.3 Quantity and Cost Estimates

The A/E shall prepare quantities and cost estimates for up to three different bridge alternatives.

11.4 Wall Type Justification

The A/E shall evaluate viable options for the permanent retaining walls to wrap around the proposed bridge abutments. The A/E will prepare a memo to document this evaluation to be included as part of the BDR.

11.5 Report Preparation

The A/E shall prepare the BDR.

11.6 Draft BDR Submittal Package

The A/E shall prepare and submit the Draft BDR Submittal Package.

11.7 Draft BDR Review Meeting

The A/E shall schedule and participate in a meeting with the City and FDOT to review the findings of the BDR and any changes that may need to be incorporated into the final report.

11.8 Final BDR Submittal Package

The A/E shall prepare and submit the Final BDR Submittal Package.

Task 12 – Bridge Design

The A/E shall design and prepare construction drawings for the replacement of Bridge 157154. The design will be based on the selected alternative determined in the bridge development phase. The bridge selection will be consistent with the NEPA determination made in the project development phase. All elements of the bridge will be designed and detailed in accordance with the 2018 FDOT Structures Design Manual and Design Standard Indices. The FDOT Standard Specifications for Road and Bridge Construction (latest edition) will be the governing specifications for construction of bridge-related items.

The scope below assumes the selected bridge alternate consists of a multi-span, simply-supported, prestressed concrete slab unit bridge supported on pile foundation. The bridge is assumed to be constructed in two phases.

12.1 Key Sheet

12.2 General Notes

12.3 Bridge Geometry & Clearances

12.4 Expansion/Contraction Analysis
12.5 General Plan & Elevation

12.6 Construction Staging

12.7 Approach Slab Plan and Details

12.8 Miscellaneous Details

12.9 End Bent Geometry

12.10 End Bent Structural Design

12.11 End Bent Plan and Elevation

12.12 End Bent Details

12.13 Intermediate Bent Geometry

12.14 Intermediate Bent Stability Analysis

12.15 Intermediate Bent Structural Design

12.16 Intermediate Bent Plan and Elevation

12.17 Intermediate Bent Details

12.18 Foundation Layout

12.19 Finish Grade Elevation (FGE) Calculation

12.20 Finish Grade Elevations

12.21 Bridge Deck Design

12.22 Bridge Deck Reinforcing and Concrete Quantities

12.23 Superstructure Plan
Task 13 – Retaining Wall and Revetment Design

The A/E shall design and prepare construction drawings for a permanent and temporary retaining walls and a revetment system (if required). The permanent retaining wall plans will be based on the selected wall type alternative determined in the bridge development phase.

This scope assumes that both permanent walls and temporary walls will be driven sheet pile walls.

13.1 Permanent Walls – Horizontal Geometry

13.2 Permanent Walls – Vertical Geometry

13.3 Permanent Walls – Structural Design

13.4 Permanent Walls – Plan and Elevations (Control Drawings)
13.5 Permanent Walls – Details

13.6 Temporary Walls – Horizontal Geometry

13.7 Temporary Walls – Vertical Geometry

13.8 Temporary Walls – Structural Design

13.9 Temporary Walls – Plan and Elevations (Control Drawings)

13.10 Temporary Walls – Tables & Details

13.11 Revetment Details

Task 14 – Roadway Design

Roadway design will be prepared for proposed improvements within the project limits.

14.1 Roadway Analysis

The project will begin at the intersection of 40th Avenue NE at 12th Street NE and end at the 13th Way NE. The existing roadway will be reconstructed to provide additional clearance at the center span of the bridge. The horizontal and vertical geometry will be designed to avoid any impacts to the adjacent properties. No proposed right of way will be acquired for this project.

Analysis of the corridor will include development of a typical section, a pavement design memorandum, and design criteria for the roadway geometry. These items will be documented and included with the roadway design documentation with each submittal.

14.2 Roadway Plans

Roadway plan sheets will include a Cover Sheet, Survey Notes, Legend and Abbreviations, Drainage Map, Typical Section, Summary of Quantities, Summary of Drainage Structures, General Notes, Plan and Profiles, Roadway Soil Survey, Cross Sections (every 50’), Stormwater Pollution Prevention Plan, Erosion Control Plans, Utility Adjustment Plans, Maintenance of Traffic Plan and Existing Conditions Survey Sheets.

Perform data collection to obtain the existing documents in support of the project design. The anticipated list includes, but is not limited to, the following:

- historical utilities and stormwater archives from the City,
- existing record development permit drawings and development order of existing adjacent commercial and residential development,
• existing permit documents from the Southwest Florida Water Management District for the existing developments,
• existing right-of-way maps, and
• record plans for 40th Avenue from the City,

The A/E is to prepare a construction duration utilizing the project phasing and estimated production rates for major construction items. The construction duration will be based on the Florida Department of Transportation Guidelines for Establishing Construction Duration.

14.3 Traffic Control Plans
The A/E will prepare conceptual traffic control plans. The traffic control plans will provide construction phasing, illustrate traffic flow patterns, indicate lane shifts, temporary drainage requirements, temporary signing and pavement markings, barricade locations and warning signs. The sheets included with the Traffic Control Plans are the general notes, phasing typicals and phasing notes, and phasing plans. Maintenance of Traffic Notes and references to the appropriate indexes from the FDOT Standard Index 600 series for the main phases of construction will also be provided.

The Contractor will be responsible for any sub-phases or individual operations required for the maintenance of traffic. A special provision will be developed for the Contract Documents that will require the Contractor to prepare certified traffic control plans for any changes that the Contractor proposes to the traffic control plan. The special provision will state that the successful Contractor will submit any proposed revisions to the Traffic Control Plans to the City for review. Special provision will include requirements that traffic will be maintained on all affected paved roadways through the construction duration of the project, and the Contractor’s Traffic Control Plan will include traffic control phasing, illustrate traffic flow patterns, indicate lane shifts, temporary drainage requirements, temporary signing and pavement markings, barricade locations and warning signs.

14.4 Signing and Pavement Marking
The A/E shall prepare Signing and Pavement Marking Plans for the project limits for all phase submittals.

14.5 Quantities / Estimate / Specs
A construction pay item description with quantities and a probable construction cost estimate will be provided at the 60- and 90-percent submittals. Quantities for area calculations may be calculated based on length-times-width calculations, or electronic means using AutoCAD or other acceptable design software. Volumetric calculations for earthwork will be developed electronically by using roadway design software. Interim probable construction cost estimates will be provided to the City at each submittal and will be prepared in a spreadsheet format using Microsoft Excel.

The FDOT Standard Specifications for Road and Bridge Construction (latest edition) will be the governing specifications for construction of roadway-related items.

The A/E will prepare special provisions as required by the design to amend specifications to cover any special construction methods that may be required or project specific
changes to the FDOT Standard Specifications for Road and Bridge Construction. The A/E will also furnish the Bid Proposal forms with pay items and quantities to be included in the Contract Documents. The City will complete the remainder of the Contract Documents and incorporate the items furnished by the A/E.

14.6 Meetings and Field Review

Status meetings will be held with the City only as needed for City involvement during development of the design. The A/E will conduct field reviews to confirm the design survey and evaluate site conditions.

Task 15 – Drainage Design

The A/E shall design stormwater collection and conveyance system for the runoff generated within the road within the right-of-way. The extent of the project is limited to 40th Avenue NE from 12th Street NE to 13th Way NE.

All drainage tasks will be analyzed and documented in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums appropriate for the project. All conceptual design work shall comply with the requirements of the appropriate regulatory agencies.

Design and plans for the construction of the drainage systems for the project will include:

15.1 Drainage Analysis

15.2 Drainage Plans

- Drainage map showing the basin boundaries and contributing area to each inlet.
- Stormwater collection system design including a hydraulic analysis using FDOT storm tabulation forms.
- The pipe sizes will be determined based upon the minimum hydraulic structure, length, safety, maintenance and constructability.
- Storm sewer system plans and longitudinal profiles drawn on roadway plan and profile sheets. (Lateral pipe profiles will not be prepared.)
- Stormwater treatment structures such as baffle box shall be included in the design of the storm sewer system to improve the water quality.
- Miscellaneous Detail sheets.
- Summary of Drainage Structures.

Task 16 – Bridge Hydraulics

The A/E shall prepare a Bridge Hydraulics Memorandum for the bridge structure crossing Placido Bayou. The A/E shall perform the following proposed bridge hydraulic modeling effort for this project:

- Data collection- perform field review; review Bridge Inspection Reports; review Bridge Scour Evaluation Reports (phase I through IV if available); obtain scour, drainage and flooding history from maintenance staff; research flooding history, including storm surges which the bridge has been exposed to; review existing bridge plans and repair plans for substructure location and geometry
• Compute the hydrology, including design discharge, storm surge hydrograph and flood stage elevations to be used in the hydraulic calculations.
• Construct an unsteady state, two-dimensional hydraulic model. The model shall be utilized to simulate the storm surge through the bridge opening and compute the velocities and hydraulic properties under the design condition.
• Establish the proposed bridge minimum low member elevation and recommend the bridge length that will perform in a manner equal to or greater than the existing bridge structure.
• Compute predicted scour based on the FHWA Engineering Circular HEC 18, entitled Evaluating Scour at Bridges and the FDOT Scour Manual. Calculations include determination the sediment transport regime (e.g. live-bed vs. clear water scour), based on the project area soils and hydraulic parameters. Scour predictions shall be performed for the 100-year and 500-year storm event.
• Evaluate the deck drainage to ensure gutter spread does not exceed allowable width. Due to the bridge length, scuppers shall not be allowed and inlet recommendations shall be determined for the bridge ends.
• Prepare a Bridge Hydraulics Recommendation Sheet (BHRS).

The effect of future sea level rise (SLR) should be evaluated and coordinated with the City’s Sustainability Action Plan.

**Task 17 – Lighting Design**

The A/E shall perform a lighting analysis and prepare Lighting Plans for the limits of the project.

17.1 **Lighting Analysis**

The Lighting Analysis will be performed to determine the spacing of the proposed bridge lighting. The proposed light poles will match the same mounting height and arm length as the existing light poles for consistency. The average illuminance will be at 1.0 foot-candle and follow the FDOT uniformity ratio criteria. The lighting analysis will include voltage drop calculations for conductor sizing.

17.2 **Lighting Plans**

The Lighting Plans shall include a Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Pole Data and Legend sheet, Lighting Plan sheets, Navigational Lighting Plan and Detail Sheets and Power Service Details.

The City will provide to the A/E the contact information for the maintaining agency of the proposed bridge lighting.

Coordination with Duke Energy will be done for the following tasks:

- Request the replacement of the existing light pole luminaires from HPS to LED. However, depending on the new bridge profile at the existing light poles, the poles might need to be replaced by Duke Energy to provide the appropriate mounting height.
- Determine the power service source for the proposed bridge lighting.
- Determine Duke Energy’s Preferred LED luminaire make and model.
- Determine the existing light poles mounting height and arm length.
Coordination will be done with the Coast Guard on the proposed bridge mount navigational lighting.

**Task 18 – Utility Relocation Design**

The City has existing utilities located in the vicinity of the 40th Avenue NE Bridge Replacement project that will be impacted by construction.

These utilities consist of:

- Gravity sanitary sewer
- Potable water main
- Reclaimed water main

**18.1 Utility Basis of Design Report**

The A/E will provide a Utility Basis of Design Report (UBDR) that will review existing water, sanitary sewer and reclaimed water within the project limits. This written evaluation will become the basis for preparing the final scope and fee estimate for developing construction plans.

The following tasks shall be completed as part of the UBDR:

- Attend a Kick-Off Meeting with City staff to review project goals, scope of work, project schedule, alignment, and future planned improvements to utility infrastructure.
- Obtain existing record information of water, sewer and reclaimed water facilities within the project corridor.
- Develop a base map inventory to include size, connectivity and location of water, sewer and reclaimed water facilities within the project corridor.
- Arrange a meeting with City staff to discuss any issues with the existing utilities and a potential resolution or improvements required.
- Prepare a draft BDR to the City summarizing the preferred water, sewer and reclaimed water improvements within the project corridor to be incorporated into the roadway project improvements. The BDR will include the following key elements:
  - A discussion of the potable water, sewer and reclaimed water in the project corridor
  - Identify potential utility impacts and relocation alternatives
  - Detail the preferred relocation alternatives for each utility
  - Summarize possible phasing of the improvements and the potential impacts due to the roadway construction
  - Develop an estimated cost for the potable water, sewer and reclaim improvement alternatives
  - Determine the required permits and approvals
  - Schematic relocation drawing
- Conduct a meeting with the City to obtain comments on the draft BDR of utility improvement recommendations. Meeting minutes will be prepared by Cardno
- Attend one Public Meeting if required
- Prepare Final BDR incorporating comments received from City reviews.

**18.2 Final Utility Design**
The A/E shall provide professional engineering services for the design and permitting for a new 12-inch potable water main and a new 16-inch reclaimed water main. Both utility pipelines shall be attached to the new bridge. Each utility is approximately 550 linear feet. The existing utility mains shall remain in place and in service until the north side of the new bridge is constructed and the new water and reclaimed main can be relocated to the north side of the new bridge.

It is not anticipated that any work on the existing gravity sewer main is required. Therefore, no sanitary sewer main or sewer lateral adjustments are included in this scope. Tops of existing manholes will be adjusted as required.

Plan submittals will be at the 60-percent, 90-percent, and final design plan stages.

Based on the City approved UBDR, the A/E shall initiate the design phase (60%) to include, but not be limited to, the following sub-tasks/functions:

- Construction Plans
- Technical Specifications
- Engineers opinion of probable construction cost
- Permits for the following:
  - The A/E will prepare and submit permit application(s) for the Florida Department Of Environmental Protection (FDEP) water construction permits 62-555.900(7) Notice of Intent to use the General Permit for the Purpose of Water Main Extensions for PWSs.
- Permits for the reclaimed water main are not required or included.

Based on the City approved 60% plans, The A/E shall initiate the 90% design phase following above format.

Based on the 90% review comments, the A/E shall prepare final contract drawings, technical specifications, and Bid Form to secure acceptable bids for construction. The A/E shall finalize the FDEP permit application as required and update Engineer’s opinion of probable construction cost.

It is anticipated that the design documents shall include, but not be limited to, the following:

- Construction Plans
  - Cover Sheet
  - General Notes
  - Plan Sheets (3) at 1”=20’
  - Profile Sheets (3)
  - Details (1)
- Limited Technical Specifications, if required. The City’s existing Technical Specifications shall be referenced.
- OPCC
- Design review meetings and discussion with City staff.

The A/E shall prepare the measurement and payment section and schedule of bid items for the project.

**Task 19 – Utility Coordination**

The A/E shall provide utility coordination services for the bridge replacement project.
19.1 Utility Outreach

The A/E shall Identify Existing Utility Agency Owners (UAO(s)), make contact with representatives, and collect and review utility plans and data from UAOs.

19.2 Utility Review and Close-Out

The A/E shall provide design plans to UAO, receive and review utility markups & work schedules, review and process schedules and agreements, perform utility constructability review, and ensure the completion of final utility schedule and agreements.

Task 20 – Geotechnical Engineering

The A/E shall be responsible for a complete geotechnical investigation. All work performed by the A/E shall be in accordance with FDOT standards, or as otherwise directed by the City.

Before beginning each phase of investigation and after the Notice to Proceed is given, the A/E shall submit an investigation plan for approval and meet with the City’s representative to review the project scope and City’s requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The A/E shall notify the City in adequate time to schedule a representative to attend all related meetings and field activities.

20.1 Document Collection and Review

The A/E will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, A/E shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The A/E shall be responsible for coordination of all geotechnical related field work activities. The A/E shall retain all samples until acceptance of Phase IV plans.

If required by the City, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas.

The A/E shall perform specialized field-testing as required by project needs.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

20.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Submit the boring plan approval.

20.3 Stake Borings/Utility Clearance
Stake borings and obtain utility clearance.

20.4 **Muck Probing**
Probe standing water and surficial muck in a detailed pattern sufficient for determining removal limits to be shown in the Plans.

20.5 **Coordinate and Develop MOT Plans for Field Investigation**
Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the FDOT’s Roadway and Traffic Standard Plans Index 102 series.

20.6 **Drilling Access Permits**
Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

20.7 **Property Clearances**
Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CITY’s Project Manager.

20.8 **Groundwater Monitoring**
Monitor groundwater, using piezometers.

20.9 **LBR / Resilient Modulus Sampling**
Collect appropriate samples for Limerock Bearing Ratio (LBR) testing. Deliver Resilient Modulus samples to the District Materials Office or the State Materials Office in Gainesville.

20.10 **Coordination of Field Work**
Coordinate all field work required to provide geotechnical data for the project.

20.11 **Soil and Rock Classification - Roadway**
Refine soil profiles recorded in the field, based on results of laboratory testing.

20.12 **Design LBR**
Determine design LBR values from the 90% and mean methods when LBR testing is required.

20.13 **Laboratory Data**
Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

20.14 **Seasonal High Water Table**
Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

20.15 **Parameters for Water Retention Areas**
Calculate parameters for water retention areas, exfiltration trenches, and/or swales, if required.

20.16 **Delineate Limits of Unsuitable Material**
Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

20.17 **Electronic Files for Cross-Sections**
Create electronic files of boring data for cross-sections.
20.18 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

20.19 Monitor Existing Structures

Provide Roadway EOR guidance on the radius to review existing structures for monitoring.

Identify existing structures in need of settlement, vibration and/or groundwater monitoring by the contractor during construction and coordinate with the EOR and structural engineer (when applicable) to develop mitigation strategies. When there is risk of damage to the structure or facility, provide recommendations in the geotechnical report addressing project specific needs and coordinate those locations with the EOR. See FDM Chapter 307 and Chapter 9 of the Soils and Foundations Handbook.

20.20 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

20.21 Preliminary Roadway Report

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The A/E will respond in writing to any changes and/or comments from the CITY and submit any responses and revised reports.

20.22 Auger Boring Drafting

Draft auger borings.

20.23 SPT Boring Drafting

Draft SPT borings.

Structures

The A/E shall be responsible for coordination of all geotechnical related fieldwork activities. The A/E shall retain all samples until acceptance of Phase IV plans.

A/E shall perform specialized field-testing as required by needs of project and as directed in writing by the CITY.
All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

20.24 Develop Detailed Boring Location Plan
Develop a detailed boring location plan. Meet with CITY’s representative for boring plan approval. If the drilling program expects to encounter artesian conditions, the A/E shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

20.25 Stake Borings/Utility Clearance
Stake borings and obtain utility clearance.

20.26 Coordinate and Develop MOT Plans for Field Investigation
Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the FDOT’s Roadway and Traffic Standard Plans Index 102 series.

20.27 Drilling Access Permits
Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

20.28 Property Clearances
Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CITY’s Project Manager.

20.29 Collection of Corrosion Samples
Collect corrosion samples for determination of environmental classifications.

20.30 Coordination of Field Work
Coordinate all field work required to provide geotechnical data for the project.

20.31 Soil and Rock Classification - Structures
Soil profiles recorded in the field should be refined based on the results of laboratory testing.

20.32 Tabulation of Laboratory Data
Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

20.33 Estimate Design Groundwater Level for Structures
Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

20.34 Selection of Foundation Alternatives (BDR)
Evaluation and selection of foundation alternative, including the following:
• Prestressed concrete piling - various sizes
• Steel H- piles
• Steel pipe piles
• Drilled shafts
• Foundation analyses shall be performed using approved FDOT methods. Assist in selection of the most economical, feasible foundation alternative.

20.35 Detailed Analysis of Selected Foundation Alternate(s)
Detailed analysis and basis for the selected foundation alternative. Foundation analyses shall be performed using approved FDOT methods and shall include:
• For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.
• CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)
• Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run the FBPier computer program. Review lateral analysis of selected foundation for geotechnical compatibility.
• Estimated maximum driving resistance anticipated for pile foundations.
• Provide Settlement Analysis

20.36 Bridge Construction and Testing Recommendations
Provide construction and testing recommendations including potential constructability problems.

20.37 Lateral Load Analysis
Provide soil parameters for lateral load analyses to be performed by others.

20.38 Walls
Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.
Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.
Provide wall construction recommendations.

20.39 Sheet Pile Wall Analysis
Provide soil parameters for lateral load analyses to be performed by others.
• Estimate differential and total (long term and short term) settlements.
• Evaluate wingwall stability.

20.40 Preliminary Report - BDR
The preliminary structures report shall contain the following discussions as appropriate for the assigned project:
• Copies of U.S.G.S. and S.C.S. maps with project limits shown.
• Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
• The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
• Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
• Any special provisions required for construction that are not addressed in the FDOT’s Standard specification.
• An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

20.41 SPT Boring Drafting
Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

20.42 Other Geotechnical
Other geotechnical effort specifically required for the project as determined by the CITY, and included in the geotechnical upset limit.

20.43 Field Reviews
Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

20.44 Technical Meetings

20.45 Quality Assurance/Quality Control

20.46 Supervision

20.47 Coordination

Task 21 – Environmental Permitting

The A/E shall schedule and attend pre-application meeting, prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by governing agencies. The City understands the A/E has no control over the final issuance of permits/approvals.

The A/E’s services include only the initial application and up to three requests for additional response for the permitting agencies listed below:

21.1 Southwest Florida Water Management District

21.2 US Army Corp. of Engineer (USACOE)/US Coast Guard (USCG)

21.3 Pinellas County Water and Navigation

The A/E will provide environmental support at public meetings, A/E group meetings, City meetings, and FDOT meetings.
21.4 Environmental Coordination, Meeting Attendance

All permit application fees will be paid by City.

Task 22 – Local Agency Program (LAP) Services

The A/E will provide LAP support to the City through the project duration

22.1 LAP Support

The A/E will provide guidance and assist with LAP Project Management activities; assist/upload required project documents into the LAPIT database; assemble required Certifications, Clear Letters and Permits for submission to D7 LAP Staff; coordinate with FDOT staff to maintain and update the project schedule as needed, and perform other LAP related services are requested and deemed appropriate by the City’s PM or staff.

22.2 Project Design/Status Meetings

The A/E will attend, prepare for, and participate in meetings with City staff, FDOT, and others as needed, will review project schedules and coordinate with City staff relative to project status and schedule accuracy.

Task 23 – Bid Phase Services

The A/E shall provide general services during the bidding phase for the project.

23.1 Bid Package and LAP Construction Checklist Preparation

The A/E will review the City’s administrative/front end bid document and merge with required FDOT Division I LAP Specifications and Off-System LAP Specifications to produce a total bid document for FDOT review and approval; utilize the bid document to develop the LAP Construction Checklist

23.2 Bid Assistance/Award Review

The A/E will assist the City through the Bid Phase up to the Bid Award. The A/E shall:

- Respond to bidders questions and RFI's to clarify and/or expand the contract documents.
- Assist the City with preparation of addendums.
- Prepare an evaluation of bids and prepare a recommendation of award to the City
- Review bids and the bid analysis and develop a recommendation to award; ensure bidders meet federal low responsive/responsible bidder requirement.
DELIVERABLES

Project Deliverables include:

**Task 1** - Project Website

**Task 2** - Temporary Traffic and Signing Plan

**Task 3** - Pedestrian Access Memo with Evaluation of Alternates, Preliminary Details and Cost Estimate

**Task 4** – Survey and Utility files

**Task 5** – Type 2 Categorical Exclusion Checklist, ETDM Screening, Contamination Report, and Navigation Impact Report

**Task 6** – Project Meeting Exhibits, Documents, Records of public opinion

**Task 7** – Benefit Cost Analysis

**Task 8** – Bridge Exhibits

**Task 9** – Preliminary Engineering Report

**Task 10** – Website updates, public survey data, public meeting presentations and documentation, public hearing presentations and documentation

**Task 11** – Draft and Final Bridge Development Report

**Task 12**– 60-percent, 90-percent, final phased plans submittals

**Task 13** – 60-percent, 90-percent, final phased plans submittals

**Task 14** – 60-percent, 90-percent, final phased plans submittals

**Task 15** – 60-percent, 90-percent, final phased plans submittals

**Task 16** – Draft and Final Bridge Hydraulics Report, Bridge Hydraulics Recommendations Sheet

**Task 17** – 60-percent, 90-percent, final phased plans submittals

**Task 18** – Draft and Final UBDR, 60-percent, 90-percent, final phased plans submittals

**Task 19** – Utility Close-Out

**Task 20** – Preliminary and Final Roadway Geotechnical Report, Preliminary and Final Structures Geotechnical Report, 60-percent, 90-percent, and final phased plans submittals

**Task 21** – Permit Applications for USACE, SWFSMD, and Pinellas County Water and Navigation

**Task 22** – LAP Certifications, Clear Letters, Permits

**Task 23** – RFI Responses, Recommendation of Award
All Reports will be submitted to City Council following the instructions of the June 2018 “Instructions for Emailing Reports to City Council” Memo.

**PROJECT TEAM**

Prime Consultant - Cardno, Inc.

Subconsultants-
- Quest Corporation of America
- Intera, Inc.
- Arehna Engineering Inc.
- KB Environmental Sciences, Inc.
- George F. Young, Inc.
- Local Public Agency Solutions
- American Acquisition Group LLC
## I. Staffhour Estimate: All Tasks

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## Direct Labor Rates Classifications

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## Fee Schedule

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## Revised Amended Appendix B
City of St. Petersburg
40th Ave. NE
Fee Schedule
Project No. 18032-110
**I. Staffhour Estimate: All Tasks**

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**City of St. Petersburg**
40th Ave. NE
Revised Amended Fee Schedule
Individual Task Breakdown
Project No. 18032-110

Page 1 of 5
City of St. Petersburg
40th Ave. NE
Revised Amended Fee Schedule
Individual Task Breakdown
Project No. 18032-110

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<td>18 Utility Design</td>
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<td>21.3 Fire hydrants &amp; Nav</td>
<td>2</td>
<td>16</td>
<td>16</td>
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<td>21.4 Environmental Coordination, Meeting Attendance</td>
<td>8</td>
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<td>22 Local Agency Program (LAP) Services</td>
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<td>22.1 LAP Support</td>
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<td>22.2 Project Meetings</td>
<td>12</td>
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### City of St. Petersburg
40th Ave. NE
Revised Amended Fee Schedule
Individual Task Breakdown
Project No. 18032-110

### Direct Labor Rates: Classification
<table>
<thead>
<tr>
<th>Chief Engineer</th>
<th>Project Manager</th>
<th>Senior Engineer</th>
<th>Engineer</th>
<th>Designer</th>
<th>Engineering Technician</th>
<th>Senior Project Engineer</th>
<th>Staff Scientist</th>
<th>Surveyor/ Mapper</th>
<th>Project Surveyor</th>
<th>GIS Supervisor</th>
<th>Utility Coordinator</th>
<th>Clerical</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
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<tbody>
<tr>
<td>250.00 $</td>
<td>210.00 $</td>
<td>175.00 $</td>
<td>150.00 $</td>
<td>120.00 $</td>
<td>100.00 $</td>
<td>80.00 $</td>
<td>60.00 $</td>
<td>50.00 $</td>
<td>40.00 $</td>
<td>30.00 $</td>
<td>20.00 $</td>
<td>10.00 $</td>
<td>91,000</td>
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</table>

### Task Breakdown

#### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Sub-consultant Services</th>
<th>Mark-up on Sub-consultant Services</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>9</td>
<td>Preliminary Engineering Report</td>
<td>19,360.00 $</td>
<td>- $</td>
<td>- $</td>
<td>- $</td>
<td>29,260.00</td>
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<tr>
<td>10</td>
<td>Public Involvement Continuation</td>
<td>50,800.00 $</td>
<td>6,000.00 $</td>
<td>36,400.00 $</td>
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<td>95,200.00</td>
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<td>11</td>
<td>Bridge Development Report (BDR)</td>
<td>25,280.00 $</td>
<td>- $</td>
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<td>- $</td>
<td>25,280.00</td>
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<tr>
<td>12</td>
<td>Bridge Design</td>
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<td>- $</td>
<td>- $</td>
<td>- $</td>
<td>209,470.00</td>
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<tr>
<td>13</td>
<td>Resurfacing Wall and Revetment Design</td>
<td>57,080.00 $</td>
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<td>- $</td>
<td>- $</td>
<td>57,080.00</td>
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<tr>
<td>14</td>
<td>Roadway Design</td>
<td>103,710.00 $</td>
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<td>- $</td>
<td>103,710.00</td>
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<td>15</td>
<td>Drainage Design</td>
<td>21,820.00 $</td>
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<td>16</td>
<td>Bridge Hydraulics</td>
<td>2,950.00 $</td>
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<td>41,452.44 $</td>
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<td>17</td>
<td>Lighting Design</td>
<td>20,985.00 $</td>
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<td>20,985.00</td>
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<td>18</td>
<td>Utility Design</td>
<td>61,460.00 $</td>
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<td>- $</td>
<td>- $</td>
<td>61,460.00</td>
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<tr>
<td>19</td>
<td>Utility Coordination</td>
<td>8,560.00 $</td>
<td>- $</td>
<td>- $</td>
<td>- $</td>
<td>8,560.00</td>
</tr>
<tr>
<td>20</td>
<td>Geotechnical Engineering</td>
<td>209,080.00 $</td>
<td>- $</td>
<td>72,000.00 $</td>
<td>- $</td>
<td>281,080.00</td>
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<tr>
<td>21</td>
<td>Environmental Permitting</td>
<td>35,700.00 $</td>
<td>- $</td>
<td>- $</td>
<td>- $</td>
<td>35,700.00</td>
</tr>
<tr>
<td>22</td>
<td>Local Agency Program (LAP) Services</td>
<td>5,040.00 $</td>
<td>- $</td>
<td>6,826.26 $</td>
<td>- $</td>
<td>11,866.26</td>
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<tr>
<td>23</td>
<td>Bid Phase Services</td>
<td>9,480.00 $</td>
<td>- $</td>
<td>7,971.36 $</td>
<td>- $</td>
<td>17,451.36</td>
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### III. Fee Limit

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$837,688.38</td>
</tr>
</tbody>
</table>

### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: Renderings, Display Boards.
3. Includes 0% markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City’s written authorization.

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Page 5 of 5
All design task completion durations are based upon a 6 month permit review period, the elimination of the 30% plans review submittal and 4 week concurrent review periods for the City and the FDOT for 60%, 90% and 100% plans.

**Task 1 - Project Website Development**

A Draft of the Project website will be made available to the City for review electronically no later than 15 business days from Notice to Proceed.

The Project Website will be launched within five (5) business days of receiving final comments from the City.

Note: styles and graphics to be used for the website will be provided to the City’s Public Works Communications Manager for review within five (5) business days of Notice to Proceed.

**Task 2 - Temporary Traffic Flow Recommendations**

A Draft of the Temporary Traffic and Signing Plan will be submitted to the City for review no later than 20 business days from Notice to Proceed.

The final Temporary Traffic and Signing Plans will be submitted to the City within five (5) business days of receiving final comments from the City.

**Task 3 - Pedestrian Accessibility**

A Draft of the Pedestrian Access Memo will be submitted to the City for review no later than 20 business days from Notice to Proceed.

The final Pedestrian Access Memo will be submitted to the City within five (5) business days of receiving final comments from the City.

**Task 4 – Survey & SUE**

Survey and SUE efforts will be complete within 60 days of project NTP.

**Task 5 – Environmental Analysis and Reports**

The A/E will perform the ETDM screening process and the Type 2 Categorical Exclusion Determination upon NTP. The Type 2 Categorical Exclusion Determination Form as well as supporting information will be submitted within 80 business days of NTP. It is anticipated that the ETDM screening process will take up to 12 months for completion.
Task 6 – Public Involvement

The A/E will perform the preliminary phase of public involvement which will include maintaining the project website and conducting the first public workshop. The public workshop will be scheduled in coordination with City Representatives within five (5) business days of Notice to Proceed. The anticipated date for the first public workshop is early summer of 2018.

Task 7 – Traffic Study

The A/E will perform the preliminary phase of the traffic study which includes data collection and analysis. This will be complete within 40 business days of NTP.

Task 8 – Bridge Development

The A/E will perform the preliminary phase of the bridge development report including evaluating geometry and developing preliminary designs. This will be complete within 80 business days of NTP.

Task 9 – Preliminary Engineering Report

The A/E will submit the Preliminary Engineering Report within 40 business days of approval of the Type 2 Categorical Exclusion Determination

Task 10 – Public Involvement Continuation

The A/E will perform the preliminary phase of public involvement which will include maintaining the project website and conducting the first public workshop. The public workshop will be scheduled in coordination with City Representatives within five (5) business days of Notice to Proceed. The anticipated date for the first public workshop is early summer of 2018.

Task 11 – Bridge Development Report (BDR)

The A/E will complete the Bridge Development Report within 40 business days of approval of the Preliminary Engineering Report.

Task 12 – Bridge Design

The A/E will complete Bridge Design within 12 months of approval of the PER.

Task 13 – Retaining Wall and Revetment Design

The A/E will complete Wall and Revetment Design within 12 months of approval of the PER.

Task 14 – Roadway Design

The A/E will complete Roadway Design within 12 months of approval of the PER.

Task 15 – Drainage Design

The A/E will complete Drainage Design within 12 months of approval of the PER.
Task 16 – Bridge Hydraulics
The A/E will complete the Bridge Hydraulics Report within 12 months of approval of the PER.

Task 17 – Lighting Design
The A/E will complete Lighting Design within 12 months of approval of the PER.

Task 18 – Utility Relocation Design
The A/E will complete Utility Relocation Design within 12 months of approval of the PER.

Task 19 – Utility Coordination
The A/E will complete Utility Coordination within 10 months of approval of the PER.

Task 20 – Geotechnical Engineering
The A/E will complete Geotechnical Engineering within 10 months of approval of the PER.

Task 21 – Environmental Permitting
The A/E will complete Environmental Permitting Services within nine (9) months of approval of the PER.

Task 22 – Local Agency Program (LAP) Services
The A/E will complete LAP Services within 12 months of approval of the PER.

Task 23 – Bid Phase Services
The A/E will complete Bid Phase Services within six (6) months of approval of the final signed and sealed plans and engineering documents.
The following page(s) contain the backup material for Agenda Item: Approval of funding for social services programs for the period of October 1, 2018 through September 30, 2019. One funding option is presented for your consideration. Resolution A provides funding in the amount of $578,800 (the amount budgeted for Social Action Funding in FY 2019).
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of October 4, 2018

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

SUBJECT: Approval of funding for social services programs for the period of October 1, 2018 through September 30, 2019. One funding option is presented for your consideration. Resolution A provides funding in the amount of $578,800 (the amount budgeted for Social Action Funding in FY 2019).

EXPLANATION: The Social Services Allocation Committee ("SSAC") has met regularly during the past several months and has reviewed the applications submitted by social service organizations for City funding. For FY 2019, the SSAC considered funding for: Programs that provide homeless services and homeless prevention services (HUD definition was included in the application) to the residents of St. Petersburg. Priority for funding was given to programs that serve:

- Emergency Shelter/Bridge Housing for Families with Minor or Dependent Children
- Unaccompanied Youth
- Chronic Homeless Individuals
- Rapid Rehousing for Families and Individuals

All interested parties were noticed on May 9, 2018 to submit applications for funding with a July 2, 2018 deadline. A Bidders and Technical Workshop was held on June 1, 2018 for prospective applicants. On August 24, 2018, the Social Services Allocation Committee (SSAC) met for deliberations and to make recommendations for funding in FY 2019. Agencies were notified of the SSAC recommended funding amounts on August 24, 2018 shortly after the SSAC met. There were no subsequent requests for reconsideration of the recommendations.

This year we received a total of 20 requests for funding through the FY 2019 Social Action Funding Program (both competitive and non-competitive). The total amount requested was $755,894. Administration and the SSAC recommends approval of $123,000 for the four agencies/programs in the non-competitive category due to the critical role they have in the infrastructure of the homeless services system of care: Pinellas County Homeless Leadership Board, 211 Tampa Bay Cares, Inc., Society of St. Vincent de Paul, South Pinellas Inc., and Operation F V R, Inc. In addition to the non-competitive requests, we received 16 requests for funding through the competitive process, requesting a total of $632,894.

The SSAC, as required by Council Resolution, has nine (9) members; one representative from City Council and eight (8) appointed by the Mayor with the consent of City Council.

The SSAC is recommending funding of 17 programs (both competitive and non-competitive). During their deliberations, the SSAC voted to submit one (1) resolution to City Council for Social Action Funding in FY 2019:
• **Resolution A:** Allocations totaling $578,800, the budgeted amount for the Social Action Funding Program in FY 2019.

**RECOMMENDATIONS:**

The Social Services Allocation Committee recommends City Council approve Resolution A; approving funding for various social service agencies in the amount of $578,800 for the period October 1, 2018 through September 30, 2019; authorizing the Mayor or his designee to execute the City’s form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City’s form grant agreement, and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** $578,800 is available in Veterans, Social and Homeless Services Budget (0001/080/2327).

**APPROVALS:**

Administrative: __________________________

Budget: ____________ Fuller 9.20.18

**ATTACHMENTS:** Resolutions A
Resolution No. 2018-

A RESOLUTION APPROVING FUNDING FOR VARIOUS SOCIAL SERVICE AGENCIES IN THE AMOUNT OF $578,800 FOR THE PERIOD OF OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 ON THE RECOMMENDATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY'S FORM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg authorizes financial assistance to Social Service Agencies in the community; and

WHEREAS, the Social Service Allocations Committee has reviewed all eligible agencies and presented its recommendations for the period of October 1, 2018 through September 30, 2019; and

WHEREAS, each eligible agency is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the funds are available in the Veterans, Social & Homeless Services Department (080-2327) budget; and

WHEREAS, all agencies to be funded, as specified below, met the requirements set forth in the grant application and will be required to execute the form grant agreement which sets forth the terms and conditions related to such funding.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee, the below agencies be funded, as listed, for the period of October 1, 2018 through September 30, 2019:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Program</th>
<th>Amount</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>211 Tampa Bay Cares, Inc.</td>
<td>211 Helpline-information and referral services</td>
<td>$25,000</td>
<td>Partial Salary/Fringe: 2-1-1 Contact Center Representative</td>
</tr>
<tr>
<td>Alpha House of Pinellas County, Inc.</td>
<td>Alpha House Residential Program</td>
<td>$30,000</td>
<td>Partial Salary/Fringe: Resident Aide/Cook, Life Skills Counselor and 9 Resident Aide Positions and new Daytime Cook</td>
</tr>
<tr>
<td>Bay Area Legal Services, Inc.</td>
<td>Eviction Prevention Program</td>
<td>$30,000</td>
<td>Partial Salary/Fringe: Staff attorney/advocate</td>
</tr>
<tr>
<td>Boley Centers, Inc.</td>
<td>Homeless Family Housing and Support Program</td>
<td>$40,000</td>
<td>Partial Salary/Fringe: Family Services Manager</td>
</tr>
<tr>
<td>Brookwood Florida, Inc.</td>
<td>Brookwood Florida</td>
<td>$34,300</td>
<td>Partial Salary/Fringe: Crisis Shift Worker</td>
</tr>
<tr>
<td>Community Action Stops Abuse, Inc. (CASA)</td>
<td>Emergency Shelter for Victims of Domestic Violence</td>
<td>$35,000</td>
<td>Shelter Operational Costs (utility services, maintenance and repair of building, equipment, etc., office and operating supplies)</td>
</tr>
<tr>
<td>Catholic Charities, Diocese</td>
<td>Pathways Case Management</td>
<td>$35,000</td>
<td>Partial Salary/Fringe: 2 Case</td>
</tr>
<tr>
<td>Agency</td>
<td>Program</td>
<td>Amount</td>
<td>Use</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>----------------------------------------------</td>
<td>---------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>of St. Petersburg, Inc.</td>
<td>Homeless Prevention &amp; Homelessness</td>
<td>$40,000</td>
<td>Financial Assistance with Rent/Mortgage, Utilities/Deposits, Food, Clothing, Personal Hygiene Items, Transportation Medications, ID</td>
</tr>
<tr>
<td>Daystar Life Center, Inc.</td>
<td>Dedicated Behavioral/Mental Health Counselor located at Pinellas Hope to assist with exiting homelessness.</td>
<td>$28,500</td>
<td>Partial Salary/Fringe. Operating expenses for communication, office supplies, and electronic health records.</td>
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<tr>
<td>Directions for Mental Health, Inc.</td>
<td>Interfaith Hospitality Network (IHN)</td>
<td>$18,000</td>
<td>Partial Salary/Fringe: Executive Director and Case Manager</td>
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<tr>
<td>Family Promise of Pinellas County, Inc.</td>
<td>St. Petersburg Homeless Street Outreach</td>
<td>$38,000</td>
<td>Discretionary Funds for the St. Petersburg Street Outreach Team</td>
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<tr>
<td>Operation PAR, Inc.</td>
<td>Homeless Services Coordination</td>
<td>$25,000</td>
<td>Partial Salary/Fringe: Chief Executive Officer</td>
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<tr>
<td>Pinellas County Homeless Leadership Board, Inc.</td>
<td>Emergency Assistance Program</td>
<td>$40,000</td>
<td>Client Emergency Financial Asst. with Basic Needs-Rent, Mortgage, Utilities, Food, Transportation, Clothing</td>
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<td>Pinellas Opportunity Council, Inc.</td>
<td>Baldwin Women’s Residence</td>
<td>$20,000</td>
<td>Salary: Program Director</td>
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<tr>
<td>St. Petersburg Free Clinic, Inc.</td>
<td>Residential Center for Families and Individuals</td>
<td>$35,000</td>
<td>Partial Salary/Fringe: 2 Case Management Specialists</td>
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<tr>
<td>The Salvation Army</td>
<td>POD Program</td>
<td>$35,000</td>
<td>Salary: Storage POD Attendant, CARE Center Manager &amp; Operating Expenses</td>
</tr>
<tr>
<td>Society of St. Vincent de Paul South Pinellas, Inc.</td>
<td>Bridging Families</td>
<td>$35,000</td>
<td>Partial Salary/Fringe: Family Shelter Coordinator</td>
</tr>
<tr>
<td>WestCare Gulf Coast-Florida, Inc.</td>
<td>Mustard Seed Inn-Rapid Rehousing at Davis-Bradley (MSI-RR)</td>
<td>$35,000</td>
<td>Salary: Case Manager, Lead Behavioral Health Technician, Data Coordinator</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$578,800</strong></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the form grant agreement is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney or her designee is authorized to make non-substantive changes to the form grant agreement.

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

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney (Designee)
00400882
The following page(s) contain the backup material for Agenda Item: Acknowledging the selection of Environmental Science Associates Corporation (A/E) as the most qualified firm to provide professional services for the Albert Whitted Airport Master Plan Project; authorizing the Mayor or his designee to execute an architect/engineering agreement with A/E for A/E to develop the Albert Whitted Airport Master Plan for an amount not to exceed $384,870.00; and providing an effective date. (Engineering Project No. 18089-113; Oracle No. 16151)
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Acknowledging the selection of Environmental Science Associates Corporation (A/E) as the most qualified firm to provide professional services for the Albert Whitted Airport Master Plan Project; authorizing the Mayor or his designee to execute an architect/engineering agreement with A/E for A/E to develop the Albert Whitted Airport Master Plan for an amount not to exceed $384,870.00; and providing an effective date. (Engineering Project No. 18089-113; Oracle No. 16151)

Explanation: On March 30, 2018, the City issued a Request for Qualifications, RFQ No. 6843, Master Plan for Albert Whitted Airport. On April 26, 2018, the City received three (3) statements of qualifications from the following firms:

1. Environmental Science Associates Corporation
3. RS&H, Inc.

Evaluation of the statements of qualifications was conducted by:

Brejesh Prayman, P.E., ENV SP, Chair, Engineering & Capital Improvements Department
Rick Herrmann, P.E., Engineering & Capital Improvements Department
David Hugglestone, AIA, NCARB, Engineering & Capital Improvements Department
Joe Zeoli, Community Development Managing Director
Rich Lesniak, Albert Whitted Airport Manager

The statements of qualifications were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants

The evaluation committee met on May 4, 2018, and shortlisted the following three firms for interviews:

1. Environmental Science Associates Corporation
3. RS&H, Inc.

On June 5, 2018, the evaluation committee heard presentations from each of the shortlisted firms and ranked Environmental Science Associates Corporation as the top-ranked firm, followed by Michael Baker International, Inc. as the second ranked firm, and RS&H, Inc. as the third-ranked firm. The evaluation committee elected to move forward with negotiations with Environmental Science Associates Corporation, the top-ranked firm.

Environmental Science Associates Corporation was determined to be most qualified for the City, taking into consideration the following: their qualifications and experience; project expertise; their understanding of critical key issues of the project; local knowledge; their prior work with the City and other similar Florida and nationwide aviation projects; prior successful engagement with stakeholders; and meeting the overall evaluation criteria as set forth in RFQ No. 6843.

Environmental Science Associates Corporation has provided similar and satisfactory master planning professional services for other airport facilities such as Naples Municipal, Lakeland Linder Regional, Flagler

Continued on Page 2
Executive, Kissimmee Gateway, Martin County (Witham Field), New Smyrna Beach Municipal, Northeast Florida Regional (St. Augustine), Ormond Beach Municipal, Space Coast Regional and Vero Beach Regional. The company has been in business for 49 years. Environmental Science Associates’ principal is Leslie Moulton-Post, president.

Albert Whitted Airport St. Petersburg General (SPG), as designated by Federal Aviation Administration, is classified as a general aviation reliever airport for nearby Tampa International and St. Petersburg-Clearwater International airports. The Airport is served by two runways: runway 7/25 (3,674 ft. x 75 ft.) and runway 18/36 (2,864 ft. x 150 ft.) and adjacent parallel taxiways. The airport currently has VHF Omni-Directional Radar Beacon (VOR) and/or Global Positioning Satellites (GPS) non-precision approaches to runways 18, 36, and 7; along with Precision Approach Path Indicators (PAPIs), Runway End Identification Lights (REILs), and Medium Intensity Runway Lights (MIRLs) on all runways. The airport property currently encompasses ±110 acres. Since 2003, the City has expended over $17 million in capital improvements on the airport, including the Galbraith General Aviation Terminal, the air traffic control tower (ATCT), the repaving/relighting of the main runway 7/25, constructing a new parallel taxiway, and various other airfield expansions. In addition, the airport has eighty-eight (88) T-hangars, five (5) corporate hangars (plus one recently constructed), two (2) bulk hangars, sixty-seven (67) tie-downs, nine (9) shade shelters, nine (9) portable hangars, helicopter parking ramp (3 spots), three (3) 10,000-gallon fuel tanks, a self-fueling facility and various office and public spaces. The airport’s control tower is operational 365 days per year, open from 7:00 a.m. to 9:00 p.m. daily. Currently, the airport’s Fixed-Based Operator (FBO) services are provided by Sheltair Aviation.

The last City-approved master plan was completed for the airport in 2005. The City has successfully completed many of the improvements specified therein, including the Galbraith General Aviation Terminal Building (2007) and the Air Traffic Control Tower (2011), along with multiple other airfield improvements. The new master plan will build on the foundation of the previous master plan and continue to provide a sustainable roadmap to continue the airport’s successful growth. The primary goal of the new master plan will be to create a twenty-year (20) development program that will maintain a safe, efficient, economical and environmentally acceptable airport facility for the St. Petersburg community and flying public.

Approving this A/E agreement in the lump sum amount of $384,870.00 will provide planning, scientific, professional surveying, mapping, financial assessment and engineering services that include, among other tasks: public involvement and stakeholders meetings; aerial mapping, including FAA-required Airport Geographic Information Systems (AGIS); airfield demand capacity analysis; navigational aids and airspace analysis; natural resources and environmental overview assessment; noise modeling; sustainability baseline assessment; redevelopment constraints and options analysis; airport layout plan preparation and review coordination with FAA and FDOT; financial assessments; technical working papers and group meetings coordination; FAA, FDOT, plus Federal, State, and County environmental permit agencies coordination.

The Engineering and Capital Improvements Department has negotiated with Environmental Science Associates Corporation for a fee not to exceed the amount of $384,870 for professional services for developing a Master Plan for the Albert Whitted Airport to guide future development and programs for the next 20 years, in accordance with FAA requirements, policies and procedures.

The A/E agreement includes the following sub-tasks and associated costs respectively:

- Project Initiation (including aerial mapping and AGIS) $93,973
- Existing Conditions 10,685
- Aviation Forecasts 15,450
- Facility Assessment and Requirements 25,705
- Environmental Analyses 46,505
- Alternatives for Airport Development 33,540
- Airport Layout Plan and Drawing Set 26,580
- Recommended Development Program 37,570
- Stakeholder Coordination and Public Outreach 44,730
  (including City Council presentations)
- Report Preparation 20,620
- Project Administration 29,512

Continued on Page 3
Total

$384,870

Recommendation: The Procurement Department, in cooperation with the Engineering and Capital Improvements departments, recommends City Council approve the A/E agreement with Environmental Science Associates Corporation.

Cost/Funding/Assessment Information: On May 17, 2018, City Council approved Ordinance 326-H which authorized the City to apply for and accept a grant from the FAA to provide ninety percent (90%) of the eligible project costs in an amount not to exceed $400,000.00. On August 18, 2018, the City accepted and was awarded the grant from the FAA in the amount of $359,883 (Award No. 81419). Additionally, FDOT has provided an eight percent (8%) match toward the project which is provided through a grant to be accepted by the City on October 4, 2018, in the amount of $32,000 (Award No. TBD). The City will be providing the remaining two percent (2%) match, which is funded in Award No. 81340 ($7,000) and an additional appropriation of $1,000 from the Airport Capital Fund (4033) balance also to be accepted on October 4, 2018. These sources provide the required funding for the full cost of the agreement at $384,870.00. These awards are all part of the Airport Master Plan, Project No. 16151.

Attachments: Technical Evaluation (3 pages)
Meeting Minutes (2 pages)
Ordinance 326-H Council Item
Resolution

Approvals:

[Signatures]
Summary Work Statement

The City received three statements of qualifications (SOQs) for RFQ No. 6843, Facility Master Plan for Albert Whitted Airport. The consultant will provide services to develop a master plan to guide future development and programs at the Albert Whitted Airport. The SOQs were received from the following:

1. Environmental Science Associates Corporation
3. RS&H, Inc.

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

Brejesh Prayman, P.E., ENV SP, Engineering & Capital Improvements Director
Joe Zeoli, Community Development Managing Director
Rick Lesniak, Albert Whitted Airport Manager
David Hugglestone, AIA, NCARB, Senior Capital Project Coordinator
Rick Herrmann, P.E., Senior Professional Engineer

Evaluation Criteria

The statements of qualifications were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants

Offerors’ Profiles

Below are profiles of the offerors and a summary of the strengths and weaknesses as reported after the initial independent review.

Environmental Science Associates Corporation is headquartered in Tampa, FL, and was incorporated in 1969. The firm has been in business for 49 years and employs 478 people.

Strengths include: Their local presence; qualifications and experience that include Institute of Sustainability Infrastructure (ISI) Envision certification and relate to master plans for Florida airport facilities, including Albert Whitted; proposed integrated team that includes an environmental professional that is a National Environmental Policy Act (NEPA) expert and Federal Aviation Administration (FAA) qualified wildlife expert who have worked together; feasibility study provides understanding of the project and its challenges; proposed collaboration with community; and use of DBE firm.

Weaknesses include: No notable weakness is apparent.
The statement of qualifications meets the City's requirements.

**Michael Baker International, Inc.** aviation section is headquartered in Tampa, FL, and was incorporated in 1986. The firm has been in business for 32 years and employs 6,417 people.

Strengths include: Their local presence in Tampa; proposed staff and subconsultants who have great depth of experience and knowledge of Albert Whitted Airport, are qualified and have worked together and completed last master plan and task force reports; provided similar projects with similar challenges; acceptable timeframe and schedule; their command of the subject matter that resulted in the deepest dive into the master plans; proposed grant opportunities; and use of DBE/WMBE/MBE firms.

Weaknesses include: Their approach to living shoreline, while innovative may not be appropriate for major wave action, and may reduce upland area; and consideration for additional financial analysis for multi-use was limited.

The statement of qualifications meets the City's requirements.

**RS&H, Inc.** is headquartered in Jacksonville, FL, and was incorporated in 1989. The firm has been in business for 28 years and employs 1,139 people.

Strengths include: Their proposed qualified team with substantial experience and in-depth knowledge of Albert Whitted Airport; master plan that was concisely outlined in a page that included project approach that was well documented; demonstration of proposed sustainability and resiliency; provided explanation for engaging community; their issuance of numerous advisory circulars; and proposed use of DBE and WBE firms.

Weaknesses include: While they did provide for a fleet mix analysis, it was tending towards a more commercial mix.

The statement of qualifications meets the City's requirements

**Shortlisting**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFP. Environmental Science Associates, Inc., Michael Baker International, Inc. and RS&H, Inc. were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>RS&amp;H, Inc.</td>
</tr>
</tbody>
</table>

**Recommendation for Award**

Environmental Science Associates, Inc. has met the requirements for RFQ No. 6843 and was determined to be the most qualified firm, taking into consideration their years of providing these services and the evaluation criteria set forth in the RFQ.
Environmental Science Associates, Inc. was selected for the following reasons:

- Their significant experience and qualifications for this project
- Their diverse and cohesive team that included a NEPA and FAA qualified wildlife expert
- Their understanding of the requirements for this project
- Their project approach and examples provided were specific to this project
- Their proposed collaboration with the community in project vicinity
- Their proposed use of a DBE firm

Brijesh Prayman, P.E., Chair

Joe Zeoli, Committee Member

Richard Lesniak, Committee Member

Rick Herrmann, P.E., Committee Member

David Hugglestone, AIA, NCARB, Committee Member
City of St. Petersburg
Meeting Minutes
Procurement and Supply Management

Title: RFQ No. 6843 Facility Master Plan for Albert Whitted Airport
Meeting Date: Friday, May 4, 2018
Time: 1:30 p.m.
Place: Municipal Services Center, One 4th Street North, CR800, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Brejesh Prayman, Joe Zeoli, Richard Lesniak, Rick Herrmann, David Hugglestone
Advisory Staff: Karen Dewar |
| a. Public Comments | |
| b. Florida's Open Meeting Law – FS 286.011 [KD] | |
| c. Prohibited Communication - AP #050100 [KD] | |
| d. Identify Chairperson (Brejesh Prayman) | |
| 2. Evaluations of Statements of Qualifications (Strengths and Weaknesses) | Motion by: Joe Zeoli to invite ESA, MBI & RS&H to clarify, answer questions and make presentations on June 5. Seconded by: Richard Lesniak
Affirmatives: five (5) |
| a. Environmental Science Associates Corporation | |
| b. Michael Baker International, Inc | |
| c. RS&H, Inc. | |
| 3. Short list of SOQs | Action: Karen and Brejesh to compile questions to be included in invitations to the three firms. |
| 4. Clarifications/Questions | Meeting adjourned at 2:10 p.m. |
| 5. Adjournment | |
## Meeting Minutes

**Title:** RFQ No. 6843 Facility Master Plan for Albert Whitted Airport  
**Meeting Date:** Tuesday, June 5, 2018  
**Time:** 4:00 p.m.  
**Place:** Albert Whitted Airport, 540 First Street South, Whitted Room, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Brejesh Prayman, Joe Zeoli, Richard Lesniak, Rick Herrmann, David Hugglestone  
Advisory Staff: Karen Dewar |
| a. Public Comments | Motion by: Joe Zeoli to move forward with the most qualified firm ESA followed by MBI and RS&H.  
Seconded by: Rick Herrmann  
Affirmatives: Five (5) |
| b. Florida’s Open Meeting Law – FS 286.011 [KD]  
c. Prohibited Communication - AP #050100 [KD]  
d. Identify Chairperson (Brejesh Prayman) |  
Environment Science Associates Corporation  
Michael Baker International, Inc  
RS&H, Inc. |
| 2. Evaluations of Statements of Qualifications - Presentations/Interviews (Strengths and Weaknesses) – Brejesh Prayman | Action: Karen to notify firms of ranking. |
| a. Environmental Science Associates Corporation | Committee dissolved at 4:50 p.m. |
| b. Michael Baker International, Inc | |
| c. RS&H, Inc. | |
| 3. Ranking of SOQs | |
| 4. Clarifications/Questions | |
| 5. Dissolution of Committee | |
ORDINANCE NO. 326-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING 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 THE FEDERAL AVIATION ADMINISTRATION ("FAA") GRANT ("GRANT") IN AN AMOUNT NOT TO EXCEED $400,000 WHICH, INTER ALIA, REQUIRE 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 AIRPORT ("AIRPORT"), 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; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED $400,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION;

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. 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 2. The Federal Aviation Administration has indicated funding is available to provide a ninety percent (90%) federal match of the total costs for the Airport Master Plan project (#16151).

Section 3. The restrictions contained in FAA Grant Assurances Airport Sponsors ("Grant Assurances") which are set forth in the grant documents to be executed by the City, as a requirement for receipt of the FAA grant in an amount not to exceed $400,000, for the project described in Section Two of this ordinance, which, inter alia, require 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"), 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 4. The Mayor or his designee is authorized to apply for and accept a grant from the FAA in an amount not to exceed $400,000.

Section 5. The Mayor or his designee is authorized to execute all documents necessary to effectuate this ordinance.

Section 6. 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 7. 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 8. Expiration. In the event the FAA 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.

First Reading held on the 3rd day of May, 2018.

Adopted by St. Petersburg City Council on second and final reading on the 17th day of May, 2018.

Steve Kornell, Vice-Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk

Title Published: Times 1-t 5/4/18

Not vetoed. Effective date Thursday, May 24, 2018 at 5:00 p.m.
RESOLUTION NO. 2018-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION ("ENVIRONMENTAL") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ALBERT WHITTED MASTER PLAN PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH ENVIRONMENTAL FOR ENVIRONMENTAL TO DEVELOP THE ALBERT WHITTED AIRPORT MASTER PLAN FOR AN AMOUNT NOT TO EXCEED $384,870.00; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 18089-113; ORACLE NO. 16151)

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 6843 dated March 30, 2018 for the Albert Whitted Airport Master Plan Project; and

WHEREAS, the City received three (3) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the evaluation committee (Brejesh Prayman, Rick Herrmann, David Hugglestone, Joe Zeoli, and Rich Lesniak) met on May 4, 2018 to discuss the SOQs, and motioned to hear presentations and conduct interviews on June 5, 2018 with the three firms who submitted SOQs; and

WHEREAS, on June 5, 2018, the three (3) firms 1) Environmental Science Associates Corporation ("Environmental"); 2) Michael Baker International, Inc.; and 3) RS&H, Inc. 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 June 5, 2018 and ranked Environmental as the most qualified firm to provide professional engineering services for the Albert Whitted Airport Master Plan Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Environmental as the most qualified firm to provide professional engineering services for the Albert Whitted Airport Master Plan Project and authorize the Mayor or his designee to execute an architect/engineering agreement with Environmental for Environmental to develop the Albert Whitted Airport Master Plan for an amount not to exceed $384,870.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Environmental Science Associates Corporation ("Environmental") as the most qualified firm to provide professional engineering services for the Albert Whitted Airport Master Plan Project is hereby acknowledged.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an architect/engineering agreement with Environmental for Environmental to develop the Albert Whitted Airport Master Plan for an amount not to exceed $384,870.00.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00399630
The following page(s) contain the backup material for Agenda Item: Approving a job order to Gibraltar Construction Company, Inc. to renovate the existing Jennie Hall Pool pumphouse, which services the Jennie Hall Swimming Pool. Work is being coordinated by City Engineering & Capital Improvements for the Parks and Recreation Department, at a total contract amount of $305,853.78 (Engineering/CID Project Nos. 18208-017 and 19208-017; Oracle Project Nos. Oracle Project No. 16223 and 16724).

Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a job order to Gibraltar Construction Company, Inc. to renovate the existing Jennie Hall Pool pumphouse, which services the Jennie Hall Swimming Pool. Work is being coordinated by City Engineering & Capital Improvements for the Parks and Recreation Department, at a total contract amount of $305,853.78 (Engineering/CID Project Nos. 18208-017 and 19208-017; Oracle Project Nos. Oracle Project No. 16223 and 16724).

Explanation: Gibraltar Construction Company, Inc. ("Gibraltar"), was one of five Job Order Contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance and repairs. Gibraltar has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance.

The job order will provide for the Jennie Hall Swimming Pool pumphouse renovations. The existing pumphouse requires major renovations due to age and the corrosive environment in the building due to high humidity and poor air circulation. No major renovations other than typical plumbing items such as pumps and motors have been performed in the pumphouse since its original construction in 1954.

The location of the proposed work is in the freestanding pumphouse building on the north side at the Jennie Hall Swimming Pool Complex, located at 2650 -10th Avenue South.

The work consists of raising the eastside of the pumphouse concrete floor to improve accessibility for staff and service personnel from the alley on the northside. The new mezzanine deck is suspended above the pump room floor and includes corrosion proof grating, ships ladder, and handrails. Chemical drums will be positioned on the decking at the NW corner of the room. Substantial masonry wall preparation, including blasting, painting, inside and outside, is included. A new roof and gutters will ensure the building is watertight and the roof runoff is controlled on the pool deck. The renovation will include: replacement of the pumps, motors and equipment; replacement of the electrical panel with a corrosion-resistant stainless steel panel; demolition and replacement of exterior doors, wall louvers, roofing, interior mezzanine, mechanical, plumbing, and electrical. The plans have been prepared for this project by Wannemacher Jensen Architects, Inc. and their subconsultants.

Job Order Contracting allows the City to issue a job order to the contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The Task Catalog price does not include overhead and profit. Overhead and profit are included in the contractors' competitively bid adjustment factor.

The cost of the services to be provided by Gibraltar includes the general conditions, mobilization, and typical construction trades which are included in the attached contractor price proposal.

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

Gibraltar Construction Company, Inc. (Annapolis, MD) .............................................. $305,853.78

This job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029); Swimming Pool Imps FY18 Project (Oracle Project No. 16223; Engineering/CID Project No. 18208-017) and Swimming Pool Imps FY19 Project (Oracle Project No. 16724); Engineering/CID Project No. 19208-017).

Attachments: Price Proposal (7 pages) 
Resolution

Approvals: 

[Administrative Signature]  
[Budget Signature]
### Work Order Proposal Summary - CSI

**Work Order #:** ECI-GB-0001.00  
**Title:** Jennie Hall Swimming Pool Pumphouse Renovation  
**Contractor:** St. Petersburg - Gibraltar Construction Company  
**Proposal Value:** $305,853.78  
**Proposal Name:** Jennie Hall Swimming Pool Pumphouse Renovation

<table>
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<tr>
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<td>02 - Existing Conditions:</td>
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<td>03 - Concrete:</td>
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<td>05 - Metals:</td>
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<td>06 - Wood, Plastic, and Composites:</td>
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<td>08 - Openings:</td>
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<td>10 - Specialties:</td>
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<td>22 - Plumbing:</td>
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<td>23 - Heating, Ventilating, And Air-Conditioning (HVAC):</td>
<td>$15,833.51</td>
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<td>26 - Electrical:</td>
<td>$2,899.95</td>
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<td>32 - Exterior Improvements:</td>
<td>$559.98</td>
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<tr>
<td>33 - Utilities:</td>
<td>$4,317.83</td>
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</table>

**Work Order Proposal Total:** $305,853.78

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 0.00%

**Signatures:**

- **Bob Binda**  
  Contractor Project Manager

**Date:** 8-28-18
# Contract

## Job Order Contract

### Contractor's Price Proposal Detail - CSI

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<td>1</td>
<td>01 22 16 00-0002</td>
<td>EA</td>
<td>Reimbursable Fees (Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g., quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the &quot;note&quot; block to identify the Reimbursable Fee (e.g., sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>User Note: Owner Contingency</td>
<td></td>
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<tr>
<td>2</td>
<td>01 22 20 00-0005</td>
<td>HR</td>
<td>Carpenter (For tasks not included in the Construction Task Catalog® and as directed by owner only.)</td>
<td>$24,908.40</td>
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<tr>
<td>User Note: Specialized mezzanine installation and door openings and louvers</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>01 22 20 00-0007</td>
<td>HR</td>
<td>Cement Mason (For tasks not included in the Construction Task Catalog® and as directed by owner only.)</td>
<td>$19,503.00</td>
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<tr>
<td>User Note: Specialized concrete and masonry scope</td>
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<td>4</td>
<td>01 22 20 00-0009</td>
<td>HR</td>
<td>Electrician (For tasks not included in the Construction Task Catalog® and as directed by owner only.)</td>
<td>$30,310.50</td>
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<td>User Note: Specialized electrical scope</td>
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<td>5</td>
<td>01 22 20 00-0014</td>
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<td>Laborer (For tasks not included in the Construction Task Catalog® and as directed by owner only.)</td>
<td>$8,909.12</td>
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<td>User Note: Specialized scope labor</td>
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<td>6</td>
<td>01 22 20 00-0017</td>
<td>HR</td>
<td>Millwright (For tasks not included in the Construction Task Catalog® and as directed by owner only.)</td>
<td>$37,422.00</td>
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<tr>
<td>User Note: Specialized work by pool contractor</td>
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<td>7</td>
<td>01 22 20 00-0018</td>
<td>HR</td>
<td>Painter, Ordinary (For tasks not included in the Construction Task Catalog® and as directed by owner only.)</td>
<td>$49,803.22</td>
</tr>
<tr>
<td>User Note: Specialized blasting and surface prep and epoxy coatings</td>
<td></td>
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</tr>
</tbody>
</table>
Contractor's Price Proposal Detail- CSI Continued..

**Work Order #:** ECI-GB-0001.00  
**Title:** Jennie Hall Swimming Pool Pumphouse Renovation

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<tr>
<td>01 - General Requirements</td>
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<tr>
<td>8</td>
<td>01 22 20 00-0026</td>
<td>HR</td>
<td>Roofer, Composite</td>
<td>$29,887.11</td>
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<td>For tasks not included in the Construction Task</td>
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<td>Catalog® and as directed by owner only.</td>
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<tr>
<td></td>
<td></td>
<td>Installation</td>
<td>Quantity: 783.00</td>
<td>Unit Price: $34.70</td>
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<tr>
<td></td>
<td>User Note:</td>
<td>Specialized roofing</td>
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<tr>
<td>9</td>
<td>01 22 20 00-0028</td>
<td>HR</td>
<td>Sheet Metal Worker</td>
<td>$7,547.98</td>
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<td>For tasks not included in the Construction Task</td>
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<td></td>
<td></td>
<td>Installation</td>
<td>Quantity: 220.00</td>
<td>Unit Price: $31.19</td>
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<td></td>
<td>User Note:</td>
<td>Specialized gutter detail</td>
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</table>

**Subtotal for 01 - General Requirements:** $233,291.33

| 02 - Existing Conditions |
| 10 | 02 41 19 13-0050 | EA | Drill 6" Diameter Core In >6" To 8" Concrete | $90.33 |
| | | Installation | Quantity: 1.00 | Unit Price: $82.12 | Factor: 1.1000 = | Total: $90.33 |
| | User Note: | P-001 vent pipe |
| 11 | 02 41 19 13-0050 | EA | Drill 6" Diameter Core In >6" To 8" Concrete | $90.33 |
| | | Installation | Quantity: 1.00 | Unit Price: $82.12 | Factor: 1.1000 = | Total: $90.33 |
| | User Note: | X-101 Backwash |
| 12 | 02 41 19 13-0061 | EA | Drill 8" Diameter Core In >8" To 10" Concrete | $454.25 |
| | | Installation | Quantity: 3.00 | Unit Price: $137.65 | Factor: 1.1000 = | Total: $454.25 |
| | User Note: | F-001 cutout for Fernco coupling |
| 13 | 02 41 19 13-0270 | SF | 8" Thick Reinforced Concrete Wall Cutouts, <24 SF | $96.01 |
| | | Installation | Quantity: 4.00 | Unit Price: $23.22 | Factor: 1.1000 = | Total: $96.01 |
| | User Note: | F-001 cutout for Fernco coupling |
| 14 | 02 65 00 00-0047 | GAL | Removal and Disposal Of Hazardous Solids Or Sludge From Tank | $127.60 |
| | | Installation | Quantity: 50.00 | Unit Price: $2.32 | Factor: 1.1000 = | Total: $127.60 |
| | User Note: | F-001 |
| 15 | 02 65 00 00-0048 | GAL | Removal and Disposal Of Non Hazardous Solids Or Sludge From Tank | $95.70 |
| | | Installation | Quantity: 150.00 | Unit Price: $0.58 | Factor: 1.1000 = | Total: $95.70 |
| | User Note: | F-001 |

**Subtotal for 02 - Existing Conditions:** $954.22

| 03 - Concrete |
| 16 | 03 31 13 00-0074 | CY | 8" Thick, By Concrete Pump, Place 3,000 PSI Concrete WallsExcludes pumping equipment. | $5.31 |
| | | Installation | Quantity: 0.03 | Unit Price: $161.02 | Factor: 1.1000 = | Total: $5.31 |
| | User Note: | P-001 wall repair at 10" penetration |

**Subtotal for 03 - Concrete:** $5.31
## Work Order #: ECI-GB-0001.00
### Title: Jennie Hall Swimming Pool Pumphouse Renovation

#### CSI Number | Mod. | UOM | Description | Line Total
--- | --- | --- | --- | ---

**05 - Metals**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>C8 x 13.75 - 8&quot; Wide Channel</td>
<td>$2,283.20</td>
</tr>
</tbody>
</table>

**Subtotal for 05 - Metals:** $2,283.20

**06 - Wood, Plastic, and Composites**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>2&quot; x 4&quot; Pressure Treated Wood Plate</td>
<td>$222.75</td>
</tr>
</tbody>
</table>

**Subtotal for 06 - Wood, Plastic, and Composites:** $11,617.76

**08 - Openings**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>3'-6&quot; x 6'-8&quot;, 45 Minute Fire Rated, Corrosion Resistant Fiberglass Reinforced Polyester (FRP) Door And Frame (Chem-Pruf)</td>
<td>$5,518.13</td>
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</tbody>
</table>

**Subtotal for 08 - Openings:** $9,672.63

**09 - Doors**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>18&quot; Wide x 12&quot; High Adjustable Intake Louver, Galvanized Aluminum Includes bird screen. Excludes actuator.</td>
<td>$701.84</td>
</tr>
</tbody>
</table>

**User Notes:**
- Misc blocking
- New door
- New double doors
- Demo exist
- (2) small louvers
### Work Order #:
ECI-GB-0001.00

### Title:
Jennie Hall Swimming Pool Pumphouse Renovation

#### CSI Number | Mod. | UOM | Description | Line Total
--- | --- | --- | --- | ---

### 08 - Openings

| 28 | 08 91 16 00-0094 | EA | 48" Wide x 24" High Adjustable Intake Louver, Galvanized | $2,668.58
| | | | Aluminum includes bird screen, Excludes actuator.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation: 3.00</td>
<td>$784.78</td>
<td>1.1000</td>
<td>$2,598.77</td>
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<tr>
<td>Demolition:</td>
<td>$23.88</td>
<td>1.1000</td>
<td>$78.80</td>
</tr>
</tbody>
</table>

User Note: (3) louvers

#### Subtotal for 08 - Openings:
$20,616.95

### 10 - Specialties

| 27 | 10 26 13 00-0061 | LF | 2" x 2" x 1/4", 90 Degree Angle, Surface Mounted, Steel Angle Iron, Corner Guard | $2,461.10

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation: 200.00</td>
<td>$10.21</td>
<td>1.1000</td>
<td>$2,246.20</td>
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<tr>
<td>Demolition: 148.00</td>
<td>$1.32</td>
<td>1.1000</td>
<td>$214.90</td>
</tr>
</tbody>
</table>

User Note: exist mezz railing, support, flooring framing

#### Subtotal for 10 - Specialties:
$2,461.10

### 22 - Plumbing

| 28 | 22 11 16 00-0020 | LF | 2" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe | $1,275.10

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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<tbody>
<tr>
<td>Installation: 150.00</td>
<td>$7.49</td>
<td>1.1000</td>
<td>$1,225.85</td>
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<tr>
<td>Demolition: 16.00</td>
<td>$2.23</td>
<td>1.1000</td>
<td>$39.25</td>
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</table>

User Note: P-001 2" vent pipe

| 29 | 22 11 16 00-0735 | LF | 6" Schedule 80 Chlorinated Polyvinyl Chloride (CPVC) Pressure Pipe | $9,683.14

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation: 245.00</td>
<td>$35.93</td>
<td>1.1000</td>
<td>$9,683.14</td>
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</table>

User Note: P-001 Tee to Fernco adapter

| 30 | 22 13 16 00-0521 | LF | 10" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe | $19.51

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation: 1.00</td>
<td>$17.74</td>
<td>1.1000</td>
<td>$19.51</td>
</tr>
</tbody>
</table>

User Note: P-100 Fernco coupling

| 31 | 22 13 16 00-0521 | 0016 | For Work In Restricted Working Space, Add | $0.00

<table>
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<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Installation: 0.00</td>
<td>$2.42</td>
<td>1.1000</td>
<td>$0.00</td>
</tr>
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User Note:

| 32 | 22 13 16 00-0871 | EA | 10" Cast Iron/Plastic To Cast Iron/Plastic, Elastomeric Polyvinyl Chloride (PVC) Flexible Pipe Coupling | $34.89

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>Installation: 1.00</td>
<td>$31.72</td>
<td>1.1000</td>
<td>$34.89</td>
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</table>

User Note: P-100 Fernco coupling

#### Subtotal for 22 - Plumbing:
$11,012.64

### 23 - Heating, Ventilating, And Air-Conditioning (HVAC)

| 33 | 23 05 17 00-0007 | EA | 10" Ductile Iron Wall Sleeve With Rubber Gasket Seal | $189.15

<table>
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<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
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<tbody>
<tr>
<td>Installation: 1.00</td>
<td>$129.44</td>
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<td>$142.38</td>
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<td>Demolition: 1.00</td>
<td>$42.51</td>
<td>1.1000</td>
<td>$46.76</td>
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</table>

User Note: P-001
**Contractor's Price Proposal Detail- CSI Continued.**

**Work Order #:** ECI-GB-0001.00  
**Title:** Jennie Hall Swimming Pool Pumphouse Renovation

### 23 - Heating, Ventilating, And Air-Conditioning (HVAC)

<table>
<thead>
<tr>
<th>CSINumber</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<tbody>
<tr>
<td>23-0529-00-0330</td>
<td>EA</td>
<td>1&quot; Wide x 24&quot; Deep Medium Duty Welded Steel Bracket, Wall Mounted (Cooper B-Line B3066)</td>
<td>$7,559.68</td>
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</table>

<table>
<thead>
<tr>
<th>Quantity</th>
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<tbody>
<tr>
<td>Installation</td>
<td>20.00</td>
<td>$341.33</td>
<td>1.1000</td>
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<tr>
<td>Demolition</td>
<td>12.00</td>
<td>$3.82</td>
<td>1.1000</td>
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**User Note:** exist mezz support

| 23-2113-23-2060 | LF | 4" Schedule 40 Polyvinyl Chloride (PVC) Pressure Pipe | $503.58 |

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<tbody>
<tr>
<td>Installation</td>
<td>60.00</td>
<td>$7.63</td>
<td>1.1000</td>
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**User Note:** P-001 (20) vent pipe, X-101 (40) Backwash

| 23-2113-23-2061 | LF | 6" Schedule 40 Polyvinyl Chloride (PVC) Pressure Pipe | $1,310.91 |

<table>
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<tr>
<th>Quantity</th>
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<tr>
<td>Installation</td>
<td>106.50</td>
<td>$11.18</td>
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</table>

**User Note:** X-101 (43) to filter, (46) Return, (18) suction, (1.5) backwash waste trap

| 23-2113-23-2076 | EA | 4" Schedule 40 Polyvinyl Chloride (PVC) 90 Degree Elbows | $421.04 |

<table>
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<tr>
<th>Quantity</th>
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<th>Factor</th>
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<tbody>
<tr>
<td>Installation</td>
<td>7.00</td>
<td>$54.68</td>
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</table>

**User Note:** X-101 Backwash

| 23-2113-23-2077 | EA | 6" Schedule 40 Polyvinyl Chloride (PVC) 90 Degree Elbows | $1,871.33 |

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<th>Quantity</th>
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<th>Factor</th>
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<tbody>
<tr>
<td>Installation</td>
<td>21.00</td>
<td>$81.01</td>
<td>1.1000</td>
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</table>

**User Note:** X-101 (9) To Filter, (8) Return, (2) Suction, (2) backwash waste trap

| 23-2113-23-2079 | EA | 10" Schedule 40 Polyvinyl Chloride (PVC) 90 Degree Elbows | $237.66 |

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<tr>
<th>Quantity</th>
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<tbody>
<tr>
<td>Installation</td>
<td>1.00</td>
<td>$216.05</td>
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**User Note:** P-001

| 23-2113-23-2111 | EA | 10" Schedule 40 Polyvinyl Chloride (PVC) Tees | $695.89 |

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<th>Quantity</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>Installation</td>
<td>1.00</td>
<td>$632.63</td>
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**User Note:** P-001

| 23-3416-00-0220 | EA | 48" Propeller Exhaust Fan, V-Belt Drive, 19,870 CFM, 1-1/2 HP, With Wall Shutter | $3,044.27 |

<table>
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<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
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<tbody>
<tr>
<td>Installation</td>
<td>1.00</td>
<td>$2,571.73</td>
<td>1.1000</td>
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<tr>
<td>Demolition</td>
<td>1.00</td>
<td>$195.79</td>
<td>1.1000</td>
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**User Note:** Demo/Install Exhaust Fan

### Subtotal for 23 - Heating, Ventilating, And Air-Conditioning

$15,833.51

### 26 - Electrical

<table>
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<tr>
<th>CSINumber</th>
<th>Mod.</th>
<th>UOM</th>
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<tbody>
<tr>
<td>26-2716-00-0311</td>
<td>EA</td>
<td>6&quot;x4&quot;x4&quot; Clamp Cover, 304 Stainless Steel NEMA 4X Enclosure</td>
<td>$165.80</td>
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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
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<th>Total</th>
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<tbody>
<tr>
<td>Installation</td>
<td>1.00</td>
<td>$150.73</td>
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</table>

| 26-2716-00-0311 | 00-4S | For 316L Stainless Steel, Add | $39.27 |

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<th>Quantity</th>
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<tr>
<td>Installation</td>
<td>1.00</td>
<td>$35.70</td>
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**User Note:**
# Contractor's Price Proposal Detail - CSI Continued.

## Work Order #: ECI-GB-0001.00

**Title:** Jennie Hall Swimming Pool Pumphouse Renovation

<table>
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<tr>
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<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
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<tr>
<td>26 - Electrical</td>
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<tr>
<td>44</td>
<td>26</td>
<td>28</td>
<td>16 00-0125 30 Amp, 240 Volt Class, 3 Phase, 2 Blades And Fuseholders,</td>
<td>$188.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>General Duty Fusible, NEMA 1 Enclosure, Neutral Kit, Safety Switch</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Quantity                      Unit Price</td>
<td>Factor</td>
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<td></td>
<td>Installation                   $170.98</td>
<td>1.1000</td>
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<tr>
<td>45</td>
<td>26</td>
<td>51</td>
<td>13 00-0298 4' Length, 4,000 Lumens, Surface Mount, Wraparound LED Fixture</td>
<td>$2,165.54</td>
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<tr>
<td></td>
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<td></td>
<td>(Lithonia LBL4)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Quantity                      Unit Price</td>
<td>Factor</td>
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<td></td>
<td></td>
<td></td>
<td>Installation                   $178.97</td>
<td>1.1000</td>
</tr>
<tr>
<td></td>
<td>User Note: This line selected for owner recommended fixture in lieu of plan spec fixture to match as close as possible to LED 48&quot; T Vapor Tight Item # 57739</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>26</td>
<td>52</td>
<td>00-0004 10.8 Max Wattage At 90 Minutes, 6 Volt, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM2)</td>
<td>$341.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Quantity                      Unit Price</td>
<td>Factor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Installation                   $77.56</td>
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</tr>
<tr>
<td>Subtotal for 26 - Electrical:</td>
<td></td>
<td></td>
<td></td>
<td>$2,899.95</td>
</tr>
</tbody>
</table>

## 32 - Exterior Improvements

| 47         | 32   | 31  | 19 00-0041 3' Wide x 3' High Steel Tube Single Swing Gate includes mounting hardware and associated trim. | $559.98 |
|            |      |     | Quantity                      Unit Price | Factor | Total  |
|            |      |     | Installation                   $509.07  | 1.1000 | $559.98 |
| Subtotal for 32 - Exterior Improvements: |              |     |                                | $559.98 |

## 33 - Utilities

| 48         | 33   | 14  | 13 00-0088 10" Mechanical Joint x Plain End (MxPE) Ductile Iron 90 Degree Elbow | $3,833.61 |
|            |      |     | Quantity                      Unit Price | Factor | Total  |
|            |      |     | Installation                   $345.40  | 1.1000 | $3,799.40 |
|            | User Note: P-001 |
|            | Demolition       |     | $31.10   | 1.1000 | $34.21 |
| 49         | 33   | 31  | 11 00-0014 6" Belled End Polyvinyl Chloride (PVC) Sewer And Drain Pipe       | $484.22 |
|            |      |     | Quantity                      Unit Price | Factor | Total  |
|            |      |     | Installation                   $5.29   | 1.1000 | $5.29 |
|            |      |     | Demolition                     $1.81   | 1.1000 | $1.81 |
| Subtotal for 33 - Utilities: |              |     |                                | $4,317.83 |

**Work Order Proposal Total:** $305,853.78

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 0.00%
RESOLUTION NO. 2018-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-GB-0001 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GIBRALTAR CONSTRUCTION COMPANY, INC. ("CONTRACTOR") DATED APRIL 25, 2018 FOR CONTRACTOR TO RENOVATE THE EXISTING JENNIE HALL POOL PUMPHOUSE LOCATED ON THE NORTH SIDE OF JENNIE HALL SWIMMING POOL COMPLEX IN AN AMOUNT NOT TO EXCEED $305,853.78; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Gibraltar Construction Company, Inc. ("Contractor") entered into an agreement on April 25, 2012, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-GB-0001 to Contractor to renovate the existing Jennie Hall Pool Pumphouse located on the north side of Jennie Hall Swimming Pool Complex in an amount not to exceed $305,853.78.

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 Job Order No. ECI-GB-0001 to the Agreement between the City of St. Petersburg, Florida and Gibraltar Construction Company, Inc. ("Contractor") dated April 25, 2018 for Contractor to renovate the existing Jennie Hall Pool Pumphouse located on the north side of Jennie Hall Swimming Pool Complex in an amount not to exceed $305,853.78.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00400309
The following page(s) contain the backup material for Agenda Item: Approving the purchase of a hazmat vehicle from Hall-Mark RTC for the Fire Rescue Department, at a total cost of $159,980. Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of a hazmat vehicle from Hall-Mark RTC for the Fire Rescue Department, at a total cost of $159,980.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA18-VEF13.0.

The vendor will furnish and deliver one (1) 2019 Ford F-550 custom-fire Hazmat vehicle with a heavy-duty, stainless-steel-bolted, six-compartment body, powered by 6.8L 3 Valve SOHC V-10 gas engine, with a Torqshift heavy-duty, 6-speed automatic transmission.

This new vehicle will be assigned to the Master Fire Station and will be used to respond to emergency calls. The new vehicle has a life expectancy of ten years and will be an addition to the Fire Department Fleet. The current HazMat 5 responds throughout Pinellas County as a part of the Pinellas County Hazardous Materials Response Team. The HazMat Team responds to chemical and gas spills, potential WMD and terrorist incidents. The HazMat Tractor was purchased in 2002. The HazMat Trailer, replaced in 2010, carries state-of-the-art equipment, much of it purchased through the MMRS grants, for managing hazardous materials incidents. The purchase of this additional HazMat vehicle will allow firefighters to respond to small scale hazardous materials calls in a more efficient vehicle that will reduce response times and allow all members to respond without the use of Engine 5 or HazMat 5. This will reduce the need for hauling the tractor to all HazMat calls for service, thus extending its useful life for large scale hazardous materials responses.

The Procurement Department, in cooperation with the Fire Rescue Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA18-VEF13.0:

<table>
<thead>
<tr>
<th>Hall-Mark RTC</th>
<th>$159,980</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Ford F-550 custom-fire hazmat vehicle</td>
<td>1 EA @ $159,980</td>
</tr>
</tbody>
</table>

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-VEF13.0, effective through March 31, 2020. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs' Association and Florida Association of Counties' negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds are available in the FY 2019 Capital Improvement Budget in the Public Safety Capital Improvement Fund (3025), HazMat Truck Project (16676 [$160,000]).

Attachments: Resolution

Approvals:

[Signature]   Administrative

[Signature]   Budget  9.20.18
RESOLUTION NO. 2018-_____ 

A RESOLUTION APPROVING THE PURCHASE OF A HAZMAT VEHICLE FROM HALL-MARK RTC FOR THE FIRE RESCUE DEPARTMENT AT A TOTAL COST NOT TO EXCEED $159,980 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA18-VEF 13.0; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase a custom-fire hazmat vehicle for the Fire Rescue Department; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Florida Sheriffs' Association and Florida Association of Counties' negotiated purchase program for vehicles; and

WHEREAS, Hall-Mark RTC has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-VEF 13.0; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of a hazmat vehicle from Hall-Mark RTC for the Fire Rescue Department at a total cost not to exceed $159,980 utilizing the State of Florida Contract No. FSA18-VEF 13.0 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00399331
The following page(s) contain the backup material for Agenda Item: Approving a job order to J.O. Delotto & Sons, Inc. to refurbish Granada Terrace Park which consists of four separate locations within the Granada Terrace neighborhood. Work is being coordinated by City Engineering & Capital Improvements for the Parks and Recreation Department, at a total contract amount of $88,806.71. (Engineering/CID Project Nos. 16214-017 and 18214-017; Oracle Project Nos. 15108 and 16221).
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a job order to J.O. Delotto & Sons, Inc. to refurbish Granada Terrace Park which consists of four separate locations within the Granada Terrace neighborhood. Work is being coordinated by City Engineering & Capital Improvements for the Parks and Recreation Department, at a total contract amount of $88,806.71. (Engineering/CID Project Nos. 16214-017 and 18214-017; Oracle Project Nos. 15108 and 16221).

Explanation: J.O. Delotto & Sons, Inc. ("Delotto") was one of five Job Order Contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance, and repairs. Delotto has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance.

The job order will provide for the Granada Terrace Park renovations. Granada Terrace is an historic site and required a "Certificate of Appropriateness", which was granted by the City. The Granada Terrace worksite is actually four separate areas in close proximity to each other. Two of the sites have overhead pergolas and the other two do not. The repairs will not alter the historic appearance of the structures. The existing structures require major renovations due to age. The last major renovation here was the overhead wood structure and replacement light fixtures in 1987. The wood has deteriorated in several locations and needs replacement. The work will include: removal of existing wooden overhead members, cleaning masonry columns and surrounding surfaces, replacing hardware and patching columns as needed, repainting, and installing new overhead grade #1 southern yellow pine lumber.

The location of the proposed work is in the area east of First Street NE, at 23rd and 25th Avenue NE, and Coffee Pot Blvd.

The work consists of pressure washing all sidewalks and columns to remove dirt and debris, applying BASF master Emaco for column and stucco repairs, applying a masonry sealer and a top coat of Benjamin Moore Ultra Spec paint. It will also include removing all corrosion from steel brackets with wire brush to brighten steel, repainting with corroseseal, replacing wood spacers with composite lumber, and epoxy set stainless steel anchor bolts to match existing diameter and length. The work will also include installing overhead 4" by 8" by 12' stringers. All work shall be as described in plans by ARO Engineering, LLC dated February 23rd, 2018.

Job Order Contracting allows the City to issue a job order to the contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The Task Catalog price does not include overhead and profit. Overhead and profit are included in the contractors' competitively bid adjustment factor.

The cost of the services to be provided by Delotto includes the general conditions, mobilization, and typical construction trades, which are included in the attached contractor price proposal.

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

J.O. Delotto & Sons, Inc. (Tampa, FL) ................................................................. $88,806.71

This job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Fund (3029), Restore Fountains/Statues FY16 & FY 18 Projects (Engineering/CID Project Nos. 16214-017 and 18214-017; Oracle Project Nos. 15108 and 16221).

Attachments: Price Proposal (5 pages)

Resolution

Approvals:

[Signature]

[Signature]
**Job Order Contract**

**Contractor's Price Proposal Summary - CSI**

<table>
<thead>
<tr>
<th>Work Order #:</th>
<th>ECI-JOD-0002.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Restore Fountains/Statues Granada Terrace Renovations</td>
</tr>
<tr>
<td>Contractor:</td>
<td>St. Petersburg - J.O. Delotto and Sons Inc.</td>
</tr>
<tr>
<td>Proposal Value:</td>
<td>$88,806.71</td>
</tr>
<tr>
<td>Proposal Name:</td>
<td>Restore Fountains/Statues Granada Terrace Renovations</td>
</tr>
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To: Steve Ochsner  
City of St. Petersburg  
From: Contractor Project Manager  

<table>
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<tr>
<th>Section</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 - General Requirements:</td>
<td>$63,262.05</td>
</tr>
<tr>
<td>05 - Metals:</td>
<td>$861.49</td>
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<tr>
<td>06 - Wood, Plastic, and Composites:</td>
<td>$14,349.41</td>
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<tr>
<td>09 - Finishes:</td>
<td>$10,333.76</td>
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**Work Order Proposal Total**  
$88,806.71  

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.  

**The Percent of NPP on this Proposal:** 16.16%  

Contractor Project Manager  
Date  
8/28/18
Job Order Contract  
Contractor's Price Proposal Detail- CSI

**Work Order #:** ECI-JOD-0002.00  
**Title:** Restore Fountains/Statues Granada Terrace Renovations  
**Contractor:** St. Petersburg - J.O. Delotto and Sons Inc.  
**Proposal Value:** $88,806.71  
**Proposal Name:** Restore Fountains/Statues Granada Terrace Renovations

<table>
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<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
</tr>
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<tr>
<td>01 - General Requirements</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>01 22 16 00-0002</td>
<td>EA</td>
<td>Reimbursable Fees</td>
<td>$7,500.00</td>
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<tr>
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<td></td>
<td></td>
<td>Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the &quot;note&quot; block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.</td>
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<td>2</td>
<td>01 22 20 00-0005</td>
<td>HR</td>
<td>Carpenter</td>
<td>$17,000.78</td>
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<tr>
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<td>For tasks not included in the Construction Task Catalog® and as directed by owner only.</td>
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<tr>
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<td>HR For Foreman, Add</td>
<td>$282.94</td>
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<td>4</td>
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### 01 - General Requirements

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**User Note:** Labor Stucco Patch over brick to match

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<tr>
<th>9</th>
<th>01 22 23 00-0458</th>
<th>WK</th>
<th>5 KW, 11 HP Gas Powered Generator Set</th>
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<td>Unit Price =$218.46 x 1.1295 =</td>
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<th>10</th>
<th>01 22 23 00-0571</th>
<th>WK</th>
<th>4,000 PSI Pressure Washer With Full-Time Operator</th>
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<td><strong>Factor</strong> 1.1295 =</td>
<td><strong>Total</strong> $3,064.79</td>
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<tr>
<th>11</th>
<th>01 22 23 00-0850</th>
<th>WK</th>
<th>5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator</th>
<th>$7,958.10</th>
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<td></td>
<td><strong>Factor</strong> 1.1295 =</td>
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<table>
<thead>
<tr>
<th>12</th>
<th>01 71 13 00-0003</th>
<th>EA</th>
<th>Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradals, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with &gt;40' boom lengths, etc.</th>
<th>$973.18</th>
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<td><strong>Installation</strong></td>
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<table>
<thead>
<tr>
<th>13</th>
<th>01 74 19 00-0013</th>
<th>EA</th>
<th>30 CY Dumpster (4 Ton) &quot;Construction Debris&quot; Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.</th>
<th>$964.43</th>
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<tr>
<th>14</th>
<th>01 74 19 00-0013</th>
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**User Note:**

### Subtotal for 01 - General Requirements:

$63,262.05

### 05 - Metals

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<td>15</td>
<td>05 05 23 00-1271</td>
<td>LF</td>
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<td><strong>Installation</strong></td>
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**User Note:** Trellis Bean Anchors

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<tr>
<th>16</th>
<th>05 05 23 00-1271</th>
<th>0034</th>
<th>For Zinc Plating, Add</th>
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<td>Unit Price =$2.03 x 1.1295 =</td>
<td>Total $256.80</td>
</tr>
<tr>
<td></td>
<td>112.00</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**User Note:**

### Subtotal for 05 - Metals:

$861.49

### 06 - Wood, Plastic, and Composites
## Contractor's Price Proposal Detail - CSI Continued

**Work Order #:** ECI-JOD-0002.00  
**Title:** Restore Fountains/Statues Granada Terrace Renovations

### CSI Number | Mod. | UOM | Description | Line Total
---|---|---|---|---

#### 06 - Wood, Plastic, and Composites

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Description</th>
<th>Line Total</th>
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</thead>
<tbody>
<tr>
<td>06 00 00 00-0001</td>
<td>6&quot; X 10&quot; #1 Pressure Treated Wood Beam</td>
<td>$7,849.80</td>
</tr>
<tr>
<td>06 00 00 00-0003</td>
<td>#1 Pressure Treated, 4&quot; X 6&quot; Heavy Timber Beam</td>
<td>$6,499.61</td>
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</tbody>
</table>

**Subtotal for 06 - Wood, Plastic, and Composites:** $14,349.41

#### 09 - Finishes

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Description</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>09 01 20 91-0023</td>
<td>Up To 10 SF, Chip, Clean And Repair Plaster/Stucco</td>
<td>$156.68</td>
</tr>
<tr>
<td>09 91 13 00-0005</td>
<td>Paint Exterior Brick Walls, 2 Coats Paint, Brush Work</td>
<td>$376.19</td>
</tr>
<tr>
<td>09 91 13 00-0008</td>
<td>Paint Exterior Brick Walls, 2 Coats Paint, Brush/Roller Work</td>
<td>$4,146.91</td>
</tr>
<tr>
<td>09 91 13 00-0008</td>
<td>For &gt;2,500 To 5,000, Deduct</td>
<td>-$212.66</td>
</tr>
<tr>
<td>09 91 13 00-0472</td>
<td>Paint Exterior Wood Trim, 2 Coats Paint, Brush Work</td>
<td>$4,140.75</td>
</tr>
<tr>
<td>09 91 43 00-0005</td>
<td>Hand Scrape, Concrete And Masonry Surfaces, Surface Preparation</td>
<td>$114.64</td>
</tr>
<tr>
<td>09 91 43 00-0005</td>
<td>For &gt;250 To 500, Add</td>
<td>$27.87</td>
</tr>
<tr>
<td>09 91 43 00-0007</td>
<td>Up To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation</td>
<td>$1,671.56</td>
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<tr>
<td>09 91 43 00-0007</td>
<td>For &gt;5,000 To 10,000, Deduct</td>
<td>-$87.98</td>
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</tbody>
</table>

**Subtotal for 09 - Finishes:** $10,333.76

**Work Order Proposal Total:** $88,806.71
Work Order #: ECI-JOD-0002.00
Title: Restore Fountains/Statues Granada Terrace Renovations

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 16.16%
RESOLUTION NO. 2018-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-JOD-0002 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND J.O. DELOTTO & SONS, INC. ("CONTRACTOR") DATED APRIL 26, 2018 FOR CONTRACTOR TO PERFORM WORK AND REPAIRS AT FOUR SEPARATE LOCATIONS WITHIN GRANADA TERRACE PARK IN AN AMOUNT NOT TO EXCEED $88,806.71; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and J.O. Delotto & Sons, Inc. ("Contractor") entered into an agreement on April 26, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-JOD-0002 to Contractor to perform work and repairs at four separate locations within Granada Terrace Park in an amount not to exceed $88,806.71.

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 Job Order No. ECI-JOD-0002 to the Agreement between the City of St. Petersburg, Florida and J.O. Delotto & Sons, Inc. ("Contractor") dated April 26, 2018 for Contractor to perform work and repairs at four separate locations within Granada Terrace Park in an amount not to exceed $88,806.71.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

00400301
The following page(s) contain the backup material for Agenda Item: Resolution approving the plat of Burlington Townhomes generally located on the northwest corner of Burlington Avenue North and 8th Street North. (City File 18-20000005) Please scroll down to view the backup material.
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Burlington Townhomes generally located on the northwest corner of Burlington Avenue North and 8th Street North (Our File: 18-20000005)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create twenty-four (24) lots. This land was previously platted as five (5) lots. This plat is required in order to develop the property as fee-simple townhomes on the property which is zoned Downtown Center (DC-2).

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

Attachments: Map, Aerial, Resolution, Engineering Memorandum dated April 17, 2018

APPROVALS:

Administrative:
Budget: NA
Legal:
Project Location Map
City of St. Petersburg, Florida
Planning and Development Department
Case No.: 18-20000005
Address: 270 8th Street North & 803, 809, 817 and 827 Burlington Avenue North
Aerial
City of St. Petersburg, Florida
Planning and Development Department
Case No.: 18-20000005
Address: 270 8th Street North & 803, 809, 817 and 827 Burlington Avenue North
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF BURLINGTON TOWNHOMES, GENERALLY LOCATED ON THE NORTHWEST CORNER OF BURLINGTON AVENUE NORTH AND 8TH STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 18-20000005)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Burlington Townhomes, generally located on the northwest corner of Burlington Avenue North and 8th Street North, is hereby approved, subject to the following conditions.

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

2. Comply with Engineering conditions in the memorandum dated April 17, 2018, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signatures and dates]

Planning & Development Dept. Date

City Attorney (Designee) Date
BURLINGTON TOWNHOMES
A REPLETION OF LOTS 1, 2, 3, 4 AND 5, BLOCK 2, LAKE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 58, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA, WAS FORMERLY A PART, Lying in the Northeast 1/4 of Section 19, Township South, Range 17 East City of St. Petersburg, Pinellas County, Florida.

DEDICATION:
The undersigned limited liability company hereby certifies that it is the owner of the above-described property, which property is hereby platted as Burlington Townhomes, and that any public utility easements, rights-of-way, or other dedications required by the plat are hereby dedicated by this plat.

OWNERS' CERTIFICATE:
J.C. Breda, LLC, a Florida limited liability company, as northwesterly under certain mortgage dated February 28, 2010, recorded in Official Records Book 349, Page 1861, PLAT BOOK 4, PAGE 58, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, hereby certifies that this plat has been examined and that it comprises in full all the requirements of the statutes of the State of Florida. This plat is prepared under the supervision of a duly licensed land surveyor in accordance with the provisions of the Florida statutes, and that all necessary surveys were made in connection with the preparation of this plat.

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, J.C. Breda, LLC, the owner of the subject property, hereby acknowledge that this plat has been recorded in the Public Records of Pinellas County, Florida, within six (6) months from the date of the owner's approval.

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:
J.C. Breda, LLC, a Florida limited liability company, hereby certifies that this plat has been examined and that it comprises in full all the requirements of the statutes of the State of Florida.

CERTIFICATE OF APPROVAL OF THE CITY CLERK:
J.C. Breda, LLC, a Florida limited liability company, hereby certifies that this plat has been examined and that it comprises in full all the requirements of the statutes of the State of Florida.

JOHN C. BREDA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

JCB
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Iris Winn, Administrative Clerk, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: April 17, 2018
SUBJECT: Preliminary and Final Plat – Burlington Townhomes
FILE: 18-20000005

LOCATION AND PIN: 270 8th Street North; 19/31/17/48186/002/0010
809 Burlington Avenue North; 19/31/17/48186/002/0021
817 Burlington Avenue North; 19/31/17/48186/002/0030
827 Burlington Avenue North; 19/31/17/48186/002/0040
803 Burlington Avenue North; 19/31/17/48186/002/0011

ATLAS: F-4
PROJECT: Preliminary and Final Plat
REQUEST: Preliminary and Final Plat – Burlington Townhomes

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval and/or addressed prior to the issuance of the Final Certificate of Occupancy:

SPECIAL CONDITIONS OF APPROVAL:
1. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

2. Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

3. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an
increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

4. The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. The applicant must submit drainage calculations which conform to the water quantity and the water quality requirements of Ordinance City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

5. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

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

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by
the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). **If an increase in flow of over 1000 gpd is proposed**, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

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

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
The following page(s) contain the backup material for Agenda Item: Resolution approving the plat of Uptown Crescent Lake located at 1815 5th Street North. (City File 18-20000007)
Please scroll down to view the backup material.
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Uptown Crescent Lake located at 1815 5th Street North (Our File: 18-20000007)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create three (3) lots. This land was previously platted as a portion of three (3) lots. This plat is required in order to develop the property as fee-simple townhomes on the property which is zoned Neighborhood Suburban Multi-Family (NSM-1).

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

Attachments: Map, Aerial, Resolution, Engineering Memorandum dated May 14, 2018

APPROVALS:

Administrative: ________________________  

Budget: NA  

Legal: ________________________
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF UPTOWN CRESCENT LAKE, GENERALLY LOCATED AT 1815 5TH STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 18-20000007)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Uptown Crescent Lake, generally located 1815 5th Street North, is hereby approved, subject to the following conditions.

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


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signatures and dates]

Planning & Development Dept. Date

City Attorney (Designee) Date
UP TOWN CRESCENT LAKE

PLAT BOOK PAGE
SHEET 1 OF 2

PROPERTY DESCRIPTION:

COWOTEISCE AT THE SOUTHWEST CORNER OF LOT 10, BLOCK 4, SNELL & HAMLETT'S REVISED CRESCENT LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 21 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, WITHIN PINELLAS COUNTY WAS FORMERLY A PART, LYING IN THE NORTH 1/2 OF SECTION 18, TOWNSHIP 31 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DEDICATION:


STATE OF FLORIDA COUNTY OF PINELLAS

BY:

ROBERT KLEINTZ, MANAGER

WITNESS SIGNATURE

WITNESS PRINTED NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF PINELLAS

I, [SIGNATURE], PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAO COUNTY, PERSONALLY APPEARED ROBERT KLEINTZ AS MANAGER OF JAMESTOWN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BE KNOWN TO THE PERSON KNOWLEDGEABLE TO ME, AS A NOTARY PUBLIC IN SAO COUNTY, FLORIDA, AND WAS SEVERALY ACKNOWLEDGED THE EXECUTING THEREOF TO BE MY OWN FREE ACT AND DEED, AND THAT I WAS NOT THREATENED OR INDUCED TO EXECUTE THE SAME BY THE USE OF force OR VIOLENT OR MENACE, AND THAT I WAS NOT THREATENED OR INDUCED TO EXECUTE THE SAME BY THE USE OF force OR VIOLENT OR MENACE.

STATE OF FLORIDA COUNTY OF PINELLAS

I, [SIGNATURE], A NOTARY PUBLIC IN AND FOR SAO COUNTY, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAO COUNTY, FLORIDA, AND WAS SEVERALY ACKNOWLEDGED THE EXECUTING THEREOF TO BE MY OWN FREE ACT AND DEED, AND THAT I WAS NOT THREATENED OR INDUCED TO EXECUTE THE SAME BY THE USE OF force OR VIOLENT OR MENACE, AND THAT I WAS NOT THREATENED OR INDUCED TO EXECUTE THE SAME BY THE USE OF force OR VIOLENT OR MENACE.

CERTIFICATE OF MORTGAGE:


STATE OF FLORIDA COUNTY OF PINELLAS

BY:

WITNESS SIGNATURE

WITNESS PRINTED NAME

CERTIFICATE OF APPROVAL BY CITY OF ST. PETERSBURG:

STATE OF FLORIDA COUNTY OF PINELLAS

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, TUESDAY, MAY 22, 2007, PROVIDED THAT THIS PLAT IS APPROPRIATE TO THE DEDICATION OF THE LAWS DESCRIBED HEREIN AND AGREED THAT IN THE EVENT OF SALE OR TRANSFER OF THE MORTGAGE, ALL BENEFITS OF THE DEDICATION SHALL SURVIVE AND BE ENFORCEABLE.

STATE OF FLORIDA COUNTY OF PINELLAS

BY:

WITNESS SIGNATURE

WITNESS PRINTED NAME

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

STATE OF FLORIDA COUNTY OF PINELLAS

APPROVED BY THE COUNTY COURT OF THE COUNTY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS DAY OF __________, 2007.

STATE OF FLORIDA COUNTY OF PINELLAS

BY:

WITNESS SIGNATURE

WITNESS PRINTED NAME

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATING REQUIREMENTS OF CHAPTER 17, PART 1 OF THE FLORIDA STATUTES.

STATE OF FLORIDA COUNTY OF PINELLAS

BY:

WITNESS SIGNATURE

WITNESS PRINTED NAME

SURVEYOR'S CERTIFICATE:

I, JOHN O. BRENDA, A & ASSOCIATES INC., MANUFACTURERS OF THIS PLAT, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT IS A CORRECT REPRESENTATION OF THE LANDS PLATED AND THE PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTE 17, PART 1 OF THE FLORIDA STATUTES AS ACCURATELY AS THEkea STATEMENT. IT IS NOT SHOWN BY REASON OF ANY MATERIAL INACCURACIES OR OMISSIONS OR MISTAKES, AS COMPLIANCE RESPECTIVE TO THE MORTGAGE, ALL BENEFITS OF THE DEDICATION SHALL SURVIVE AND BE ENFORCEABLE.

STATE OF FLORIDA COUNTY OF PINELLAS

BY:

WITNESS SIGNATURE

WITNESS PRINTED NAME

DATE: __________}

PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NUMBER 6892

JOHN O. BRENDA, REGISTERED LAND SURVEYOR

State of Florida, Licensed Land Surveyor No. 4421

(CORRECT BUSINESS NO. 700)

JOHN O. BRENDA AND ASSOCIATES, INC.

Professional Surveyors and Mappers

JCB
UPTOWN CRESCENT LAKE
A REPLAY OF THE NORTH 60 FEET OF LOTS 10 AND 11, AND THE NORTH 60 FEET OF THE WEST 35 FEET
OF LOT 12, BLOCK 4, SNELL & HAMLETT'S REVISED CRESCENT LAKE SUBDIVISION, ACCORDING TO THE
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 21, OF THE PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.
LYING IN THE NORTH 2/2 OF SECTION 18, TOWNSHIP 31 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

SURVEYOR'S REPORT:
1) BOUNDARIES ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH AS BEING N 0°00'00" W - ASSUMED (NO PLAT BEARINGS)
2) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE ORIGINAL DEPICTION OR DRAWING OF THE SUBDIVISION AS DESCRIBED IN THE ABOVE DESCRIPTION. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY
3) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICE PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITIES IN THE USE, OPERATION, MAINTENANCE, OR EXPLOITATION OF THE PROPERLY CONSTRUCTED UTILITY EASEMENTS. THE DESIGNATION OF THE UTILITY EASEMENTS AS SHOWN HEREIN IS FOR THE USE OF THE CITY PURSUANT TO FLORIDA STATUTES, CHAPTER 17(08)
4) BOUNDARY CORNER SYMBOL LEGEND AND NOTES:
- Denotes Set "A" Concrete Monument Stamped "CUB 6708" Unless Otherwise Indicated
- Denotes Set "B" Iron Pipe with Cap Marked "LB 760" Unless Otherwise Indicated
- Pursuant to Florida Statutes, Chapter 17(08)

JOHN C. BRENDA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers
JCB
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Iris Winn, Administrative Clerk, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: May 14, 2018
SUBJECT: Preliminary and Final Plat – Uptown Crescent Lake
FILE: 18-20000007

LOCATION AND PIN: 1815 5th Street North; 18/31/17/18792/004/0100
ATLAS: F-12
PROJECT: Preliminary and Final Plat
REQUEST: Preliminary and Final Plat – Uptown Crescent Lake

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval and/or addressed prior to the issuance of the Final Certificate of Occupancy:

SPECIAL CONDITIONS OF APPROVAL:
1. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

2. Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be set by the engineer director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

3. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public mains 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less
than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

4. The scope of this project appears will not trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. If required the applicant must submit drainage calculations which conform to the water quantity and the water quality requirements of Ordinance City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

5. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

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

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). **If an increase in flow of over 1000 gpd is proposed**, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be
determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

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

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
The following page(s) contain the backup material for Agenda Item: Resolution approving the plat of P3 Housing, generally located between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South. (City File 16-20000013)
Please scroll down to view the backup material.
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of P3 Housing, generally located between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South. (Our File: 16-20000013)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create two lots on the campus of the University of South Florida St Petersburg. The replatting of the property is a condition of the vacation of a 20-foot right-of-way within the plat.

The plat will assemble the lots for redevelopment.


APPROVALS:

Administrative: [Signature]
Budget: NA
Legal: [Signature]
Project Location Map
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-2000013
Address: 500 and 524 4th Street South
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF P3 HOUSING, GENERALLY LOCATED BETWEEN 5TH AVENUE SOUTH AND 6TH AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 16-20000013)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of P3 Housing, generally located on the campus of the University of South Florida St. Petersburg located between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Planning & Development Services Dept. 9.12.18

City Attorney (Designee) 9.12.18
P3 HOUSING
BEING A REPLAT OF LOTS 1 THROUGH 7 INCLUSIVE, BLOCK 81, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH LOTS 1 THROUGH 11, INCLUSIVE, JB. SMITH SUB OF S 1/2 OF BLOCK 81, AS RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED RIGHTS OF WAY, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:
From the Northwest corner of lot 7, Block 81, REVISED MAP OF THE CITY OF ST. PETERSBURG, as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part as the Point of Beginning, thence along the South right of way line of 5th Avenue South (a 100 foot right of way), 989'30" N', 250.00 feet to the North right of way line of 3rd Street South (a 100 foot right of way), thence along said right of way line 207'30" N', 250.00 feet to the North right of way line of 5th Avenue South (a 100 foot right of way), thence along said North right of way line, 589'20" W', 250.00 feet to the East right of way line of 4th Street South (a 100 foot right of way), thence along said East right of way line, 190'30" W', 250.00 feet to the Point of Beginning.

St. Petersburg, Florida

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:
APPROVED for the City of St. Petersburg, Pinellas County, Florida this ______ day of ______, A.D. 2016, provided that this plot is recorded in the public records of Pinellas County, Florida, within (15) months from the date of this approval.

CITY COUNCIL CHAIR

CERTIFICATE OF APPROVAL BY COUNTY CLERK:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, ______, Clerk of the Circuit Court at Pinellas County, Florida, hereby certify that this plot has been examined and that it complies in form with all the requirements of the Statute of Florida pertaining to maps and that this plot has been filed for record in Plat Book ______, Page ______, Public Records of Pinellas County, Florida

Signed on the ______ day of ______, A.D. 2016, as
By ____________________________
County Clerk
Pinellas County, Florida

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ______ day of ______, A.D. 2016, by Cheryl McClil G, Clerk of the Bureau of Public Lands Management, Division of State Lands, Department of Environmental Protection, in behalf of THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA a/k/a THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. She is personally known to me or has produced __________ as identification.

My commission expires: NOTARY PUBLIC, State of Florida at Large

Commission Number: ____________________________

NOTICE:
This plot is recorded in its graphic form, as the official depiction of the subdivided lands described hereon and will in no circumstances be supplanted in authority by any other graphic or verbal form of the plot. There may be additional restrictions that are not recorded on this Plat that may be found in the Public Records of this County.

All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of local transmission facilities provided, however, as such transmission facilities, pole lines and underground lines of public utility services shall interfere with the trenches and services of or in public utility, gas or other public utility. In the event of conflict between company damages for failures of a public utility it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

George F. Young, Inc. LB 021
709 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33701
(727) 822-4317

SURVEYOR’S CERTIFICATE:
I, Catherine A. Bisasa, of George F. Young, Inc., the Surveyor making this plot, do hereby certify that this plot was prepared under my direction and supervision and that this plot complies with all the survey requirements of Part 1, Chapter 177, Florida Statutes.

Plot boundary surveyed on the 20th day of August, A.D. 2016.
Lot corner set at the 24th day of April A.D. 2017

GEORGE F. YOUNG, INC. LB 021
709 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33701
(727) 822-4317

Catherine A. Bisasa
Florida Professional Surveyor & Mapper
# LS 6237
P3 HOUSING

BEING A REPLAT OF LOTS 1 THROUGH 7 INCLUSIVE, BLOCK 81, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH LOTS 1 THROUGH 11, INCLUSIVE, J.B. SMITH SUB OF S 1/2 OF BLOCK 81, AS RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED RIGHTS OF WAY, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

NOTES

1. Basis of bearings: Assumed N100°31'30"W along the East right of way line of 4th Street South.

George F. Young, Inc. LB 021
559 St. Martin Road Longbeach, Street South
St. Petersburg, Pinellas, 33701
(727) 422-1434
TO: Pamela Jones, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: September 4, 2018

SUBJECT: Revised Final Plat USFSP 6th Avenue Student Residences

FILE: 16-20000013 R3

LOCATION: 500 4th Street S & 532 4th Street S
PIN: 19/31/17/74466/081/0010
19/31/17/74466/081/0060
19/31/17/83034/000/0010
19/31/17/83034/000/0050
19/31/17/83034/000/0080

ATLAS: E-3
PROJECT: Revised Final Plat
REQUEST: Approval of a Revised Final Plat – P3 Housing, USFSP

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

SPECIAL CONDITIONS OF APPROVAL:
1. The east/west alley to be vacated must be retained as a 20' wide public utility easement as currently shown on the plat because it contains a public sanitary sewer main. If construction is contemplated within this area then as an option, the public sanitary sewer main may be relocated by and at the sole expense of the applicant per current City Engineering Standards and Specifications.

2. As a condition of this replat and a condition of the vacation of the north/south alley (which is located directly adjacent to the western boundary of parcel #19/31/17/83034/000/0050), when the property is redeveloped, the applicant shall remove the existing redundant 6" sanitary sewer main and plug the south invert of public manhole structure E3-248.

3. As a condition of this replat, when the property is redeveloped, the applicant shall properly abandon all redundant sanitary sewer laterals which exist between public manhole E3-50 and F3-150. Proper abandonment shall include removal of the service piping and plugging each lateral with a mechanical plug directly adjacent to the main sanitary sewer line to eliminate the chance of groundwater infiltration through unused sewer lateral piping.

4. As a condition of this replat, when the property is redeveloped, the applicant shall properly abandon the north/south 4" sanitary sewer service line which extends south from public manhole E3-50 in the
western parkway of 3rd Street South to eliminate the chance of groundwater infiltration through unused sewer piping.

5. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

6. Public sidewalks are required per City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Public sidewalks within the I-C zoning district are required on all right of way frontages surrounding this proposed plat and sidewalks must meet the width requirements of the City’s code. Sidewalk within 3rd Street, 4th Street, and 5th Avenue South shall be a minimum of 6-feet wide, and sidewalk within 6th Avenue South shall be a minimum of 5-feet wide. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy. *Per City Code 16.40.140.5.2, sidewalk improvements shall be installed within two years following final plat approval. No certificate of occupancy shall be issued prior to installation of sidewalks.

7. Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

8. Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per
building code requirements to at least two feet above the FEMA elevation. The construction site upon
the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation
shall be as set by the engineering director.

9. All required improvements shall be installed at the applicant's expense in accordance with the
standards, specifications, and policies adopted by the City. A work permit issued by the City Engineering
Department must be obtained prior to the commencement of construction within dedicated right-of-way
or public easement.

10. The City Transportation division is currently developing a plan for 6th Avenue corridor improvements.
As redevelopment on this site occurs, coordination with the City’s Transportation department will be
required (Transportation Contacts: Cheryl Stacks, phone 727-893-5328; or Thomas Whalen, phone 727-
893-7883).

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

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in
vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water
Resources department or a variance is granted by the City Water Resources department). Note that the
City’s Water Resources Department will require an exclusive easement for any meter or backflow device
placed within private property boundaries. City forces shall install all public water service meters,
backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s
Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions
of a private fire suppression system shall remain within the private property boundaries and shall not be
located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to
be provided to the Engineering Department for review and coordination by the applicant's engineer for
all construction proposed or contemplated within dedicated right-of-way or easement.

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance
with FDOT “Uniform Traffic Control Devices for Streets and Highways” and “Roadways and Traffic Design
Standards” for City approval prior to initiating construction. The plan shall provide for pedestrian and
vehicular safety during the construction process and shall minimize the use of the public right of way for
construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at
the discretion of the City’s Engineering director pending receipt of adequate justification. The
Maintenance of Traffic plan shall be prepared in compliance with City Engineering’s “Maintenance of
Traffic Plan Requirements”, available upon request from the City Engineering & Capital Improvements
department. Proposed use of on-street public parking spaces for construction purposes must receive
prior approval from the City’s Transportation and Parking Management division. Refer to the City’s
“Parking Meter Removal & Space Rental Policy During Construction” procedure, available upon request
from the City Transportation and Parking Management department. Redevelopment within this site shall
be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

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

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

NED/MJR:jw
pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – Revised Map of the City of St. Petersburg, Block 81
The following page(s) contain the backup material for Agenda Item: A Resolution approving the First Amendment to the Agreement between the City of St. Petersburg and EndorFun Sports, LLC. Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution approving the First Amendment to the Agreement between the City of St. Petersburg and EndorFun Sports, LLC.

EXPLANATION: City Council approved an agreement with EndorFun Sports, LLC ("EndorFun") on December 1, 2016 granting EndorFun the right to produce and conduct Running Events and a Health & Fitness Expo for a 3-year Term from 2017 through 2019.

The City has agreed to provide funding up to $30,000 annually to support the events based upon Performance Criteria set forth in Exhibit D to the Agreement. The Performance Criteria requires EndorFun to achieve a minimum number of entrants in their Half-Marathon and /or Marathon races in order to obtain some of the City Funding, and to reach the Entrant Goal as defined in Exhibit D to receive full City Funding.

In 2017, the first year of the St. Pete Run Fest (the official name of the EndorFun event), EndorFun offered a variety of distance races including: PeliKids Youth runs from 0.5K to 1 mile depending on age, a 5K race, and a Half-Marathon (13.1 miles). Based upon input from the first-year participants, EndorFun is adding a 10K race to their event mix in 2018. This race is designed to provide an intermediate distance race for runners who can accomplish the 5K distance but are not yet ready to enter a Half-Marathon or Marathon distance event. It should be noted that planning is underway to add the full Marathon distance race in 2019.

City Administration supports the addition of the 10K distance event as it benefits our Healthy St. Pete Initiative by encouraging more active participation from our residents and visitors. To assist EndorFun with the additional costs of adding this event, City Administration has modified the Performance Criteria in the EndorFun Agreement to include the entrants for the 10K event (in addition to the Half-Marathon & Marathon entrants) in the "Entrant Goal" and "Minimum Number of Entrants" set forth in Exhibit D. These criteria are used to determine the amount of City funding, up to $30,000 per year, EndorFun is eligible to receive.

The requested change to the Performance Criteria was discussed with City Council's Co-Sponsored Events Committee on April 19, 2018.
RECOMMENDATION: City Administration recommends approval of the attached Resolution.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this Agreement in the amount of $30,000 has already been appropriated as part of the Enterprise Facilities Department's FY2019 Operating Budget (0001.282). This Amendment does not increase the maximum City funding limit previously established.

ATTACHMENTS: Resolution
First Amendment to EndorFun Agreement

APPROVALS: City Development Administration
Budget & Management
RESOLUTION NO. 

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ENDORFUN SPORTS, L.L.C. TO MODIFY THE CITY FUNDING PERFORMANCE CRITERIA TO INCLUDE ENTRANTS FOR 10K RUNS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 28, 2016, the City of St. Petersburg, Florida ("City") and Endorfun Sports, L.L.C. ("Endorfun") entered into a three year agreement with two (2) one-year renewal options for EndorFun to produce and conduct an annual running event in St. Petersburg beginning in November 2017 ("Agreement"); and

WHEREAS, under the Agreement, the amount of City funding to EndorFun of up to $30,000 annually is currently contingent upon performance criteria that is based on the number of half-marathon and marathon entrants each year; and

WHEREAS, the City and Endorfun now desire to amend the Agreement to include 10K entrants in the performance criteria used to determine the amount of City funding to EndorFun each year of the Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a First Amendment to the agreement between the City of St. Petersburg, Florida, and Endorfun Sports, L.L.C. to modify the City funding performance criteria to include entrants for 10K runs is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This Resolution shall become effective immediately upon adoption.

Approved as to Form and Content:

City Attorney (designee)

00400209
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this ______ day of ______________, 2018, by and between EndorFun Sports, LLC, a New Hampshire Corporation ("EndorFun") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

WHEREAS, the Parties entered into an agreement on December 28, 2016 ("Agreement"), in which the City granted EndorFun the right to produce and conduct Running Event(s) (as defined in the Agreement) and to conduct a Health & Fitness Expo (as defined in the Agreement) in conjunction with the Running Event(s); and

WHEREAS, pursuant to the Agreement, the City’s funding for the Running Event(s) is determined based on performance criteria set forth in the Agreement ("City Funding Performance Criteria"); and

WHEREAS, the Parties now desire to amend the Agreement to modify the City Funding Performance Criteria to include entrants for 10K runs in addition to entrants for marathons and half marathons.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the foregoing recitals (which are incorporated into this First Amendment and made a part hereof) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and EndorFun hereby agree as follows:

1. Exhibit D to the Agreement is deleted and replaced with the First Amended Exhibit D, which is attached hereto and incorporated herein.

2. All references in the Agreement to "Exhibit D" are hereby replaced with "First Amended Exhibit D."

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

[Remainder of page left intentionally blank]
IN WITNESS WHEREOF, EndorFun and the City have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

ENDORFUN SPORTS, LLC

By: ____________________________
   (Signature)

(Please Print or Type Name)
   ____________________________
   (Title)

WITNESSES

By: ____________________________
   Print: ____________________________

By: ____________________________
   Print: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
   (Signature)

(Please Print or Type Name)
   ____________________________
   (Title)

ATTEST:

______________________________
   Chan Srinivasa, City Clerk

(SEAL)

Approved as to Form and Content:

By: ____________________________
   City Attorney (Designee)
   00394005
First Amended Exhibit D
City Funding Performance Criteria

<table>
<thead>
<tr>
<th></th>
<th>2017 Running Event</th>
<th>2018 Running Event</th>
<th>2019 Running Event</th>
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<td>Half-Marathon, Marathon, and/or 10K Entrant Goal (&quot;Entrant Goal&quot;) *</td>
<td>3,000</td>
<td>6,000</td>
<td>8,000</td>
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<td>Minimum Number of Half-Marathon, Marathon, and/or 10K Entrants Required To Receive Any City Funding (&quot;Minimum Number of Entrants&quot;) **</td>
<td>1,500</td>
<td>3,000</td>
<td>4,000</td>
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</table>

In order to receive funding from the City as described in Article 3.7 of the Agreement, EndorFun shall meet the following performance criteria:

**Full City Funding**
To receive full City funding described in Article 3.7 (i.e., $30,000 per Running Event), the actual number of Half-Marathon, Marathon and 10K entrants must be equal to or greater than the Entrant Goal for the Running Event stated above. For example: for the 2018 Running Event, if the actual number of Half-Marathon, Marathon, and 10K entrants equals 6,000, EndorFun would receive the full amount of City funding as described in Article 3.7 (i.e., $30,000).

**Partial City Funding**
If the actual number of Half-Marathon, Marathon, and 10K entrants is above the Minimum Number of Entrants required for the Running Event but the total number of Half-Marathon, Marathon, and 10K entrants is below the Entrant Goal, the amount of City funding that EndroFun will receive shall be calculated by dividing the actual number of Half-Marathon, Marathon, and 10K entrants by the Entrant Goal for the Running Event stated above, with this result (percentage) multiplied by $30,000. For example: if, for the 2018 Running Event, the actual number of Half-Marathon, Marathon, and 10K entrants equals 5,000, City funding would be: $24,990 for the 2018 Running Event (5,000 actual entrants/ 6,000 Entrant Goal = 83.3% x $30,000 full funding amount).

**No City Funding**
If the actual number of Half-Marathon, Marathon, and 10K entrants is below the Minimum Number of Entrants required for the Running Event as stated above, no City funding will be provided. For example: if the actual number of Half-Marathon, Marathon and 10K entrants for the 2018 Running Event equals 2,500, EndorFun would not receive any City funding for the 2018 Running Event.

* Entrant Goal based upon Endorfun proposal dated April 21, 2016, with 2017 Entrant Goal adjusted to compensate for delayed start date of the Agreement.

** Minimum number of Half-Marathon, Marathon, and/or 10K entrants required is 50% of Entrant Goal
The following page(s) contain the backup material for Agenda Item: Approving the First Amendment to the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc (“Vanasse”) to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Vanasse for an amount not to exceed $34,848.62.
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: Approving the First Amendment to the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc ("Vanasse") to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Vanasse for an amount not to exceed $34,848.62; providing the total amount of the Professional Services Agreement shall not exceed $282,298.62; authorizing the Mayor or his designee to execute the First Amendment.

EXPLANATION: City Council previously approved Professional Services Agreement dated August 1, 2017 with the professional consulting planning firm of Vanasse for professional services for development of an Integrated Sustainability Action Plan (ISAP).

Vanasse is providing professional planning services to develop the ISAP to advance the city's sustainability & resiliency initiatives including 100% clean energy goals. The ISAP will serve as a blueprint for integrating sustainability and resiliency across departments. The final ISAP will impact city development approaches including development of the Tropicana Field site.

The First Amendment in the amount of $34,848.62 will apply sustainability and resiliency concepts to the Tropicana Field conceptual development. The resulting deliverable will outline a sort of menu of best practices to be carried forward as part of messaging to communities and developers for sustainability expectations.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution approving the First Amendment to the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc ("Vanasse") to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Vanasse for an amount not to exceed $34,848.62; providing the total amount of the Professional Services Agreement shall not exceed $282,298.62; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Economic and Workforce Development (3752609).

ATTACHMENTS: Resolution
Attachment 1 to Appendix A – Scope of Services
Attachment 1 to Appendix B – Payment Schedule

APPROVALS:

[Signature]
Administrative

[Signature]
Budget
RESOLUTION NO.

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND VANASSE HANGEN BRUSTLIN, INC. ("VANASSE") TO ADD A SMART CITIES AND HEALTHY COMMUNITY DESIGN INFRASTRUCTURE ROADMAP TO THE SCOPE OF SERVICES TO BE PROVIDED BY VANASSE FOR AN AMOUNT NOT TO EXCEED $34,848.62; PROVIDING THE TOTAL AMOUNT OF THE PROFESSIONAL SERVICES AGREEMENT SHALL NOT EXCEED $282,298.62; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2017, the City of St. Petersburg, Florida ("City") and Vanasse Hangen Brustlin, Inc. ("Vanasse") entered into a Professional Services Agreement ("Agreement") for Vanasse to develop an integrated sustainability action plan for an amount not to exceed $247,450; and

WHEREAS, the City and Vanasse desire to amend the Agreement to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Vanasse for an amount not to exceed $34,848.62.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Professional Services Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. ("Vanasse") to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Vanasse for an amount not to exceed $34,848.62 is hereby approved.

BE IT FURTHER RESLOVED that the total amount of the Professional Services Agreement shall not exceed $282,298.62.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)  Administration

00400817 Final 10/4/18
FIRST AMENDMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on the ____ day of October, 2018, by and between Vanasse Hangen Brustlin, Inc. ("Consultant") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

RECITALS

WHEREAS, on August 1, 2017, the City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to develop an integrated sustainability action plan for an amount not to exceed $247,450; and

WHEREAS, the City and Consultant desire to amend the Agreement to add a Smart Cities and Healthy Community Design Infrastructure Roadmap to the scope of services to be provided by Consultant for an amount not to exceed $34,848.62.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are incorporated herein as an integral part of this First Amendment), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 6.1 of the Agreement is hereby amended to read as follows:

6.1 Provided that the Consultant faithfully performs its obligations contained in this Agreement, the City hereby agrees to pay the Consultant on a time and materials basis pursuant to the rates and total expenses set forth in Appendix B and Attachment 1 to Appendix B; provided, however that the total amount paid to Consultant for performing the Scope of Services and providing the Deliverables pursuant to this Agreement shall not exceed two hundred eighty two thousand two hundred ninety eight dollars and sixty-two cents ($282,298.62) ("Payment"). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement. The Payment shall only be increased in strict accordance with this Agreement.

2. Section 23.0 is hereby added to the Agreement to read as follows:

Section 23.0 – Prohibition Against Contracting with Scrutinized Companies

23.1 Consultant hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate this Agreement as provided in Florida Statute section 287.135.

3. Attachment 1 to Appendix A, which is attached hereto, is hereby attached to Appendix A and made a part thereof.
4. Attachment 1 to Appendix B, which is attached hereto, is hereby attached to Appendix B and made a part thereof.

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

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

VANASSE HANGEN BRUSTLIN, INC.

Sign: ____________________________
Print: ____________________________
Title: ____________________________

WITNESSES

Sign: ____________________________
Print: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign: ____________________________
Print: ____________________________
Title: ____________________________

ATTEST

________________________________
City Clerk

(SEAL)

Approved as to Content and Form

________________________________
City Attorney (Designee) 00400588
Attachment 1 to Appendix A - Scope of Services:
Integrated Sustainability Action Plan (ISAP)

In addition to the services, activities, deliverables, and responsibilities set forth in the Agreement and Appendix A - Scope of Services, Consultant will perform the additional services set forth in this Attachment 1 to Appendix A (i.e., Task 9 and Task 10 below). Task 9 and Task 10 are focused on the integration of Smart Cities and Healthy Community Design into the redevelopment of the Tropicana Field property in the following areas:

- Economic Development
- Health
- Energy
- Digital
- Transportation

Unless otherwise provided in this Attachment 1 to Appendix A (e.g., by use of the defined term participate or jointly) or in the Agreement, Consultant will have sole responsibility for the services, deliverables, work, and other obligations set forth in this Attachment 1 to Appendix A, Appendix A, and the Agreement.

**Task 9: Project Management**

Effective Project management will include ongoing clear communication and organization. Consultant tasks will include:

- Project kickoff and closeout
- Team and client management
- Scope, schedule, budget management

The scope, budget, and schedule will include time for quality assurance and quality control reviews of memorandums, technical information, and other interim, draft, and final Deliverables.

**Task 9.1 Project Administration**

During the Term of the Agreement, the Consultant Team shall monitor Project progress and budget, prepare progress reports and invoicing, coordinate with the City Project Manager, and expand the Project Management Plan (provided electronically) for the Consultant Team and City originally developed for the ISAP (Task 1). Updated portions of the Project Management Plan will include:

- The Scope of Services and this Attachment 1 to the Scope of Services
- Schedule mutually agreed upon by the parties
- Project Organization Chart (with contact information)
- Communications protocol

**Task 9.2 Project Kick-Off Meeting**

The Consultant Team shall meet with City representatives as identified by the City Project Manager. The Kick-Off meeting will be attended by up to four (4) Consultant Team members in person and one (1) Consultant Team member by phone/webinar, and will consist of a presentation that will provide an overview of the additional Scope items, format and outline of the visioning sessions. This Kick-Off meeting will serve as an opportunity to set expectations, clarify the planning process and schedule, and discuss any potential issues or concerns.
Prior to this Kick-Off meeting, the Consultant shall meet and coordinate with the City Project Manager to confirm agenda, participants, and content to be covered.

**Task 9.3 Project Coordination Meetings**
The Consultant Team shall meet with the City Project Manager regularly throughout the course of the Project. On average, one coordination meeting with the City Project Manager will occur every two weeks during the Term of the Agreement. For the purposes of this Attachment 1 to the Scope of Services, the Consultant Team shall conduct six (6) coordination meetings (no more than one hour in length) with the City, and will include three members of the Consultant Team.

Consultant Team only meetings will occur during the Term of this Agreement to discuss Project tasks, responsibilities, and schedules. Up to six (6) Consultant Team only coordination meetings will occur, and last 30 minutes each.

**Task 9.4 HKS Team Coordination**
The Consultant Team will meet with the HKS Team to discuss which components of Smart Cities design and Healthy Community Planning design can be incorporated into the Tropicana Field Redevelopment Plan. HKS Team shall mean consultant team conducting master planning services for the redevelopment of the Tropicana Field site. It is anticipated that one (1) meeting with the HKS Team will be necessary at key planning milestones meeting in St. Petersburg while HKS Team is scheduled to be meeting with the City).

**Task 9 Deliverables (all items provided electronically only in the format agreed upon with City Project Manager) and Schedule:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Estimated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management Plan update (one final version)</td>
<td>15 days after execution of agreement</td>
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<tr>
<td>Kick-off Meeting</td>
<td>15 days after execution of agreement</td>
</tr>
<tr>
<td>Coordination Meetings (with agendas, notes)</td>
<td>Ongoing (total 3-month schedule)</td>
</tr>
<tr>
<td>Monthly progress reports with invoice</td>
<td>Ongoing (total 3-month schedule)</td>
</tr>
<tr>
<td>HKS Team Coordination Meeting</td>
<td>To be determined (based on HKS Team project schedule)</td>
</tr>
</tbody>
</table>

**Task 9 Meetings:**
- One in-person kick-off meeting with the City and up to four members of the Consultant Team
- Up to 6 coordination meetings with the City and 3 Consultant Team members
- Up to 6 internal coordination meetings with the Consultant Team (with up to 3 members of team in meetings on average)
- Attend one (1) coordination meeting with the HKS Team

**Task 10: Smart Cities and Healthy Community Design Infrastructure Roadmap**
The goal of this task is to develop a roadmap that will provide a menu of best practices and the infrastructure needed for investment. The roadmap will focus on the following categories to define the practices.

- **Economic Development:** economic development and job creation opportunities to lower operating costs for developers and tenants of district, to aid in attracting the markets identified in the City's Grow Smarter Strategy.
• **Health**: healthy community design principles and other measures to develop the district in a way that is consistent with the City’s HiAP policy1 (i.e., infrastructure that maximizes opportunities for all residents to get physical activity, enhances housing opportunities, and promotes a healthy environment and social well-being).

• **Energy**: opportunities to integrate energy reduction and energy generation facilities into the district, consistent with City policy for 100% clean energy and consistent with the ISAP’s Clean Energy Roadmap. Will include specific examples of renewable or other innovative technologies with quantification of energy generation possibility relative to square feet of commercial space.

• **Digital**: opportunities through Smart Cities technologies to incorporate district-wide digital infrastructure in a manner that is equitable to all district users.

• **Transportation**: opportunities for accommodation of next generation of travel modes, transit and reduction of parking needs where possible; focus on connected/autonomous vehicles, sensors and detectors, transportation system management and operations (TSM&O).

The roadmap will detail a preliminary implementation and staging plan that describes the following for each infrastructure item that identified by the Consultant Team:

- ISAP Goal(s)
- Estimated capital costs
- Lifespan
- O&M Costs
- Triple-bottom line analysis and net present value (to the extent practical based on analysis in Autocase Sites and Buildings modules)
- Partners (integral to implementation or operation)
- Recommended phasing stage for prioritization (based on development phasing plans from Tropicana Master Plan (HKS))

Financial analysis of infrastructure options will be conducted using Autocase Sites and Buildings modules, which will specifically identify operating and maintenance costs for users of the district.

The Consultant Team will also recommend other non-infrastructure related next steps in a prioritized list for considered by the City. Recommended next steps could include a Smart Cities Master Plan, Digital Master Plan, comprehensive plan and land development amendments, and Developer Request for Proposal (RFP) language that incorporates Smart Cities and Healthy Community Design principals, etc.

The Consultant Team will conduct one meeting with the City (City Council, HERS Committee or other) to present the results of the Implementation and Staging Plan.

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1 Based on data from the Center for Disease Control (CDC) 500 Cities Project, the Consultant Team has identified the presence of chronic disease (obesity, hypertension, asthma, etc.) surrounding the district. These unhealthy traits can be addressed in part by reshaping the physical environment so that healthy choices are more readily available.
Task 10  Deliverables and Schedule:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Estimated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>One draft Implementation and Staging Plan memorandum (electronically)</td>
<td>Month 2.5 after execution of the agreement</td>
</tr>
<tr>
<td>One final Implementation and Staging Plan memorandum (electronically)</td>
<td>Month 3 after execution of the agreement</td>
</tr>
</tbody>
</table>

Task 10  Meetings:

- Conduct one (1) presentation to City Council, HERS Committee, or other for overview of Preliminary Implementation and Staging Plan

**SCHEDULE**

Consultant will begin performance of the above services within 5 business days after execution of the First Amendment to the Agreement. Task 9 and Task 10 will be completed within three (3) months after execution of the First Amendment to the Agreement. The schedule is subject to timely delivery of information provided by the City and is inclusive of City review of Deliverables. The Consultant shall develop a schedule in Microsoft Excel or similar project management software agreed upon by City Project Manager to be included in the updated Project Management Plan prepared as part of Task 9 and updated as-needed.
## Attachment 1 to Appendix B

### Labor and Expenses

#### Integrated Sustainability Action Plan (ISAP) - Additional Services Tropicana Field Redevelopment Smart Cities and Healthy Community Design

**Infrastructure Roadmap**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Name</th>
<th>Project Manager</th>
<th>Deputy Project Manager</th>
<th>QA/QC Leader</th>
<th>Smart Cities Implementation Expert</th>
<th>Transportation Planner</th>
<th>Healthy Community Design Planner</th>
<th>Jr. Sustainability Planner</th>
<th>Graphics</th>
<th>Admin</th>
<th>TOTAL VHB HOURS</th>
<th>TOTAL VHB LABOR</th>
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**Notes:**
- Hourly rate calculation based on the specified rates for each role.
- Total labor hours and costs calculated based on the hours and rates.

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**Smart Cities and Healthy Community Design Infrastructure Roadmap**

**Task 10**

<table>
<thead>
<tr>
<th>Task No.</th>
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<td>Panasonic - Smart and Sustainable Buildings Expert</td>
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Salary/Overhead Multiplier: 160.46%
Profit %: 10.00%
Total Multiplier: 2.8651
Direct Non-Salary Expenses: n/a
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his
designee to accept an award in the amount of $250,000 from the State of Florida, Department of
Economic Opportunity and to execute all documents necessary to effectuate this transaction;
Approving a supplemental appropriation in the amount of $250,000 from the increase in the
unappropriated balance of the General Capital Improvement Fund (3001) resulting from these
additional revenues, to the Carter G. Woodson Improvements Project (16548).
Please scroll down to view the backup material.
MEMORANDUM
CITY OF ST. PETERSBURG
CONSENT AGENDA

City Council Meeting of October 4, 2018

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

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: Authorizing the Mayor or his designee to accept an award in the amount of $250,000 from the State of Florida, Department of Economic Opportunity and to execute all documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from these additional revenues, to the Carter G. Woodson Improvements Project (16548).

EXPLANATION: The City of St. Petersburg, through the State of Florida 2018-2019 General Appropriations Act, was appropriated $250,000 to expand and improve the Carter G. Woodson African American Museum. Funding shall be used for design development, construction plans, and renovations to the facility.

RECOMMENDATION: Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept an award in the amount $250,000 from State of Florida, Department of Economic Opportunity and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001); resulting from these additional revenues, to the Carter G. Woodson Improvements Project (16548); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of $250,000 will be received from the State of Florida, Department of Economic Opportunity. A supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001); resulting from these additional revenues, to the Carter G. Woodson Improvements Project (16548) is required.

Attachment: Resolution

APPROVALS:

Administration: [Signature] Budget: [Signature]
NO. 2018 –

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF $250,000 TO EXPAND AND IMPROVE THE CARTER G. WOODSON AFRICAN AMERICAN MUSEUM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THIS GRANT, TO THE CARTER G. WOODSON IMPROVEMENTS PROJECT (16548); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, museums preserving our history and heritage are an important asset to the City; and

WHEREAS, the City applied for and received a grant from the State of Florida, Department of Economic Opportunity to expand and improve the Carter G. Woodson African American Museum.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the State of Florida, Department of Economic Opportunity in the amount of $250,000 to expand and improve the Carter G. Woodson African American Museum.

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from this grant, the following supplemental appropriation for FY 2018:

| General Capital Improvement Fund (3001) | Carter G. Woodson Improvements Project (16548) | $250,000 |

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: [Signature] Administration: [Signature] Budget: [Signature]

00391755
The following page(s) contain the backup material for Agenda Item: A Resolution finding that $1,000 is an amount sufficient to cover the cost of the removal of the Community Aesthetic Feature mural at the I-175 and 5th Street South Project and restoration of the Florida Department of Transportation (“FDOT”) right-of-way (“Removal and Restoration”) upon the expiration or earlier termination of the Community Aesthetic Feature Agreement (“CAFA”) between FDOT and the City of St. Petersburg (“City”) that provides for the design, installation and maintenance of the Project; Authorizing the Mayor or his designee to execute the CAFA agreement and all other documents necessary to effectuate this transaction; and providing an effective date (Engineering Project No. 16234-017).

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 finding that $1,000 is an amount sufficient to cover the cost of the removal of the Community Aesthetic Feature mural at the I-175 and 5th Street South Project and restoration of the Florida Department of Transportation ("FDOT") right-of-way ("Removal and Restoration") upon the expiration or earlier termination of the Community Aesthetic Feature Agreement ("CAFA") between FDOT and the City of St. Petersburg ("City") that provides for the design, installation and maintenance of the Project; Authorizing the Mayor or his designee to execute the CAFA agreement and all other documents necessary to effectuate this transaction; and providing an effective date (Engineering Project No. 16234-017).

EXPLANATION: The City has been asked by the community to enhance the aesthetics of the I-175 FDOT right of way by improving the landscaping (Project No. 16234-017) and providing a Community Aesthetic Feature mural.

In order to place a Community Aesthetic Feature in the Florida Department of Transportation ("FDOT") right-of-way, the FDOT requires the City to enter into a Community Aesthetic Feature Agreement ("CAFA") that provides for the design, installation and maintenance of the Project which includes a conceptual submittal and a final plan submittal phase submittal to be prepared by the Engineering and Capital Improvements Department.

Under the terms of the CAFA, the City will perform future maintenance including cleaning and replacement of damaged or deteriorating materials as outlined in the CAFA at City cost.

Under the terms of the CAFA, the City must pay for the costs ("Costs") of removal of the Project and restoration of the right-of-way ("Removal and Restoration") upon the expiration or earlier termination of the CAFA and provide a deposit to secure the payment of the Costs.

The Administration has determined that $1,000.00 is an amount sufficient to cover the costs of the deposit to FDOT pursuant to the CAFA.

While the City is ordinarily required to provide a deposit to secure the payment of the Costs, FDOT has waived the deposit since the estimated restoration/removal costs is less than $2,000.00 for this CAFA.

RECOMMENDATION: Administration recommends adoption of the attached resolution finding that $1,000 is an amount sufficient to cover the cost of the removal of the Community Aesthetic Feature mural at the I-175 and 5th Street South Project and restoration of the Florida Department of Transportation ("FDOT") right-of-way ("Removal and Restoration") upon the expiration or earlier termination of the Community Aesthetic Feature Agreement ("CAFA") between FDOT and the City of St. Petersburg ("City") that provides for the design, installation and maintenance of the Project; Authorizing the Mayor or his designee to execute the CAFA agreement and all other documents necessary to effectuate this transaction; and providing an effective date (Engineering Project No. 16234-017).

COST/FUNDING/ASSESSMENT INFORMATION: The design and installation of the Community Aesthetic Feature mural shall be provided by community sponsorship as facilitated by the St. Petersburg Arts Alliance organization.
ATTACHMENT: Resolution
               CAFA Agreement

APPROVALS: Administration

Legal: 00399939.doc v1

Budget
COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road SR 594 (I-175) Section No. 15003000 CAFA No. ____________________________

This Community Aesthetic Feature Agreement ("Agreement") is entered into this ______ day of ________, between the State of Florida, Department of Transportation ("Department") and City of St. Petersburg ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

REQUITALS

A. The Agency has requested permission from the Department to install a [CHOOSE ONE: ☐ Public Art, ☑ Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road SR 594 (I-175) WB at MP 1.185 (5th St. S.) in Pinellas County County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 2037 ______, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 2 years _______ (730) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [CHOOSE ONE: ☐ Public Art, ☑ Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at c/o Chris Gregory 5211 Ulmerton Road, MS 7-1210, Clearwater, FL 33760. The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such
plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department’s Construction Project Manager, Brian Pickard, at (727) 725-7950 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department’s right-of-way to install the Project (see attached Exhibit “B” Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department’s right-of-way nor the placing of facilities upon Department’s right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department’s right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency’s use, occupancy or possession of the Department’s right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public’s safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency’s sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit “C”.

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department’s right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional’s Certification of Compliance, signed
and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's subcontractor's consultant's subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigue, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Cleaning and replacement of damaged or deteriorating materials.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $1,000.00. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer, ___________________________ Date: _______________________

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.
5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT SEVEN PROGRAM MANAGER
Chris Gregory, Pinellas Maintenance Unit Permits Administrator
5211 Ulmerton Road, MS 7-1210, Clearwater, FL 33760
Phone: (727)575-8310
Fax: ________________________________

City of St. Petersburg, COUNTY [OR CITY], FLORIDA
Brijesh Prayman, P.E., Engineering Director
City of St. Petersburg, P.O. Box 2842
St. Petersburg, FL 33701
Phone: 727-893-7295
Fax: 727-892-5476

______________________________
7. **TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**
   a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
   b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
   d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
   e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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. The Agency further agrees
that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney’s fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency’s obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party’s legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*
AGENCY

City of St. Petersburg

By: 

Print Name: Brejesh Prayman P.E.

Title: Engineering & Capital Improvements Director

As approved by the Council, Board, or Commission on:

Attest: Chandrahasa Srinivasa, City Clerk

Legal Review:

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: 

Print Name: 

Title: 

Date: 

Legal Review:
SUBMITTAL/APPROVAL LETTER

To: Allan Urbonas P.E., DDE
    District of Tumpike Design Engineer
Date: August 27, 2018

Financial Project ID: FPID 438703-1-58-21
New Const. [ ] RRR [ ]

Federal Aid Number: ___________________________

Project Name: Downtown Gateway Community Aesthetic Feature Request

State Road Number: 594 (I-175)          Co./Sec./Sub.  15003000
Begin Project MP: MP 1.185 5th St. S.     End Project MP: MP 1.185 5th St. S.

FHWA Project of Division Interest: Yes [ ] No [ ]
Request for: Design Exception [ ] Design Variation [ ]
Community Aesthetic Feature: Conceptual [ ] Final [ ]
Re-submit: Yes [ ] No [ ] Original Ref# ___________________________

Requested for the following element(s):

- Design Speed
- Design Loading Structural Capacity
- Superelevation
- Lane Width
- Vertical Clearance
- Horizontal Curve Radius
- Shoulder Width
- Maximum Grade
- Cross Slope
- Stopping Sight Distance
- Other ___________________________

Request to paint a 180' x 8' mural Community ID Marker on the back side of the I-175 noise wall at 5th Street South with the text "Downtown St. Petersburg"

Attachments:
1. Location Map
2. City of St. Petersburg City Code Land Development Regulations, Article 02.8
   Downtown Center Map
3. Artist Sketch

Recommended by: ___________________________
Sharon Hecht-Golner, PLA, Landscape Architect, City of St. Petersburg Engineering & Capital Improvements Department
Date 08/27/18

Approvals:

Date ___________________________
District or Tumpike Design Engineer

Date ___________________________
District Structures Design Engineer

Date ___________________________
State Roadway Design Engineer

Date ___________________________
State Structures Design Engineer

Date ___________________________
Chief Engineer

Date ___________________________
FHWA Division Administrator
16.20.120.5.2.1  Pedestrian Level “A” Streets within DC-C and DC-1

Developments abutting these streets shall provide non-residential, pedestrian-oriented uses and hardscape and landscaping improvements consistent with the landscaping and hardscape standards established for downtown St. Petersburg by the City. Appropriate non-residential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, museums, restaurants and bars, hotel lobbies, studios, and limited residential support activities (e.g. lobbies, fitness centers). Such pedestrian-oriented uses shall be incorporated into no less than 75 percent of the linear building frontage abutting all Pedestrian Level “A” Streets. Each of the pedestrian-oriented uses shall have a minimum average depth of 40 feet and shall meet all requirements of the design guidelines.

The abutting public sidewalk shall be improved in compliance with the Pedestrian Level “A” Streets treatment plan as identified in the Plaza Parkway Design Guidelines.

16.20.120.5.2.2  Pedestrian Level “A” Streets within DC-2

Developments abutting these streets shall provide non-residential, pedestrian-oriented uses and hardscape and landscaping improvements consistent with the landscaping and hardscape standards established for downtown St. Petersburg by the City. Appropriate non-residential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, restaurants and bars, offices, hotel lobbies, studios, and limited residential support activities (e.g. lobbies, fitness centers). Such pedestrian-oriented uses shall be incorporated into no less than 60 percent of the linear building frontage abutting all Pedestrian Level “A” Streets. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 30 feet and shall meet all requirements of the design guidelines.

The abutting public sidewalk shall be improved in compliance with the Pedestrian Level “A” Streets treatment plan as identified in the Plaza Parkway Design Guidelines.
Paragraph 3 of this agreement is modified by adding the following language:

"To the extent permitted by applicable law without causing this obligation to be subject to approval by referendum pursuant to the Florida Constitution, the City shall appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This provision does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds."

"The Department recognizes that the City must comply with Section 166.241, Florida Statutes, Article VI I of the Florida Constitution, and Section 2-132 of the City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance."

Notwithstanding the provisions of Paragraph 5.b. of this Agreement, the requirements contained therein shall not apply to the City when the City is performing services under this Agreement. The City of St. Petersburg is self-insured for general liability in accordance with Chapter 768 of the Florida Statutes. The current limits pursuant to the statute are $200,000 per person, not to exceed $300,000 per occurrence.
August 29, 2018

To whom it may concern,

This is to certify that the City of St Petersburg, Florida is a fully qualified General Liability and Automobile self insurer under Florida Statute 768.28 to the extent and limits provided by the statute. The limits of the self insurance are $200,000.00 per person and $300,000.00 per occurrence. This self insurance will cover the actions of the City’s officers, agents, employees and volunteers while acting in the scope and course of their employment, for the City of St Petersburg, Florida.

The City of St Petersburg, Florida is also a fully qualified self-insurer under Florida Statute 440 for Worker’s Compensation.

Should you have any questions about this coverage, please contact me at the City of St. Petersburg Risk Management Division.

Sincerely,

[signature]

Jordan Solomon, CPCU, ARM
Risk Management Analyst
(727) 893-7314
Jordan.solomon@stpete.org
TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

City of St. Petersburg Proposed Maintenance Plan

The City shall at all times maintain the proposed mural in a reasonable manner and with due care in accordance with project standards.

Specifically the City agrees to:

A. Remove graffiti from wall surfaces painted as part of the Project.

B. Inspect the paint finish on a seven (7) year cycle, and if necessary, replace or remove graphic applications.
Section No. 15003000 CAFA No. 

EXHIBIT "D"

AGENCY RESOLUTION
RESOLUTION NO. 2018 -

A RESOLUTION FINDING THAT $1,000 IS AN AMOUNT SUFFICIENT TO COVER THE COST OF THE REMOVAL OF THE COMMUNITY AESTHETIC FEATURE MURAL AT THE I-175 AND 5TH STREET SOUTH PROJECT AND RESTORATION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") RIGHT-OF-WAY ("REMOVAL AND RESTORATION") UPON THE EXPIRATION OR EARLIER TERMINATION OF THE COMMUNITY AESTHETIC FEATURE AGREEMENT ("CAFA") BETWEEN FDOT AND THE CITY OF ST. PETERSBURG ("CITY") THAT PROVIDES FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF THE PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CAFA AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 16234-017)

WHEREAS, The City has been asked by the community to enhance the aesthetics of the I-175 FDOT right of way by improving the landscaping and providing a Community Aesthetic Feature mural; and

WHEREAS, in order to place a Community Aesthetic Feature in the Florida Department of Transportation ("FDOT") right-of-way, the FDOT requires the City to enter into a Community Aesthetic Feature Agreement ("CAFA") that provides for the design, installation and maintenance of the Project which includes a conceptual submittal and a final plan submittal phase to be prepared by the Engineering and Capital Improvements Department; and

WHEREAS, under the terms of the CAFA, the City will perform future maintenance including cleaning and replacement of damaged or deteriorating materials as outlined in the CAFA at City cost; and

WHEREAS, under the terms of the CAFA, the City must pay for the costs ("Costs") of removal of the Project and restoration of the right-of-way ("Removal and Restoration") upon the expiration or earlier termination of the CAFA and provide a deposit to secure the payment of the Costs; and

WHEREAS, the Administration has determined that $1,000.00 is an amount sufficient to cover the costs of the deposit to FDOT pursuant to the CAFA; and

WHEREAS, while the City is ordinarily required to provide a deposit to secure the payment of the Costs, FDOT has waived the deposit since the estimated restoration/removal costs are less than $2,000.00 for this CAFA; and
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that $1,000 is an amount sufficient to cover the cost of the removal of the Community Aesthetic Feature mural at the I-175 and 5th Street South Project and restoration of the Florida Department of Transportation ("FDOT") right-of-way ("Removal and Restoration") upon the expiration or earlier termination of the Community Aesthetic Feature Agreement ("CAFA") between FDOT and the City of St. Petersburg ("City") that provides for the design, installation and maintenance of the Project; and

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

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Approved by:

Brejesh Prayman, P.E.
Engineering Director

Legal: 00401007.doc v3
EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ________________________

PROJECT DESCRIPTION: ____________________________________________________________

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of __________, 20___.

By: ________________________________
Name: ______________________________
Title: ______________________________

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: ________________________________

SEAL:

Name: ______________________________

Date: ______________________________

The following page(s) contain the backup material for Agenda Item: Approving precinct polling locations for the November 6, 2018 Special Municipal Election. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda
Meeting of October 4, 2018

TO: City Council Chair & Members of City Council

SUBJECT: Approving precinct polling locations for the November 6, 2018 Special Municipal Election.

EXPLANATION:

On August 2, 2018, City Council adopted ordinance 337-H, which called a special municipal election for the purpose of putting two municipal referendum questions to a vote of the City’s electors, to be held in conjunction with the statewide general election scheduled for November 6, 2018.

In accordance with St. Petersburg City Code Section 10-41, City Council shall, at least 30 days prior to any election, by resolution, designate polling places for the precincts.

Our agreement with the Pinellas County Supervisor of Elections stipulates that the Supervisor will contract for the precinct polling locations. Wherever possible the Supervisor uses the same polling locations used for other elections. Where a change of polling location is required, the Supervisor will provide the names and addresses of the affected voters to the vendor and the City Clerk will make all necessary arrangements with the vendor to notify the electors in the appropriate precincts.

Attached is the list of polling locations prepared by the Supervisor of Elections. It is recommended that Council approve the list as presented.

COST/FUNDING INFORMATION:

Funds for polling location rentals have been previously appropriated in the General Fund (0001), City Clerk Department (210), City Clerk Administration Division (1725)

ATTACHMENTS: List of Recommended Polling Locations, Resolution.
A RESOLUTION APPROVING POLLING PLACES FOR THE VOTING PRECINCTS THAT HAVE BEEN PROVIDED BY THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS FOR THE NOVEMBER 6, 2018 SPECIAL MUNICIPAL ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to ordinance 337-H, City Council has called a special municipal election for the purpose of putting two municipal referendum questions to a vote of the City’s electors, to be held in conjunction with the statewide general election scheduled for November 6, 2018; and

WHEREAS, the Pinellas County Supervisor of Elections has established a list of polling places for that election and provided that list to the City; and

WHEREAS, in accordance with St. Petersburg City Code section 10-41, City Council is required, at least 30 days prior to any election, by resolution, to designate polling places for the voting precincts that are identical to the polling places established by the Supervisor of Elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby designates the polling places for the voting precincts that have been provided by the Supervisor of Elections for the November special municipal election and attached to this resolution.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Administration:

Legal:
# Polling Place List

## 2018 General Election

**November 6, 2018**

**City of St. Petersburg**

**92 Precincts**

<table>
<thead>
<tr>
<th>PCT.#</th>
<th>Polling Place</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>101/107/202</td>
<td>Pinellas Community Church <em>(Combined)</em>&lt;br&gt;West side of 31 St. S. - south of 54 Ave. S.</td>
<td>5501 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>102</td>
<td>Westminster Suncoast <em>(Single)</em>&lt;br&gt;Entrance off of Pinellas Point Dr. S. between 16 St. S. &amp; 9 St. S.</td>
<td>1095 Pinellas Point Dr. S.</td>
<td>SP</td>
</tr>
<tr>
<td>103/104</td>
<td>Lakewood United Methodist Church <em>(Combined)</em>&lt;br&gt;From ML King Jr. St. S. - west on 60 Ave. S.</td>
<td>5995 ML King Jr. St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>106</td>
<td>Bay Vista Center <em>(Single)</em>&lt;br&gt;South side of Pinellas Point Dr. S. at 4 St. S.</td>
<td>7000 4 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>108</td>
<td>Coquina Key Neighborhood Association <em>(Single)</em>&lt;br&gt;East side of Pompano Dr. SE - south of 38 Ave. SE</td>
<td>3850 Pompano Dr. SE</td>
<td>SP</td>
</tr>
<tr>
<td>110/111/203/204</td>
<td>Bethel Metropolitan Baptist Church <em>(Combined)</em>&lt;br&gt;North side of 26 Ave. S. - west of 34 St. S.</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>113</td>
<td>Christ Gospel Church <em>(Single)</em>&lt;br&gt;South side of 22 Ave. S. - west of Sanderlin Elementary School</td>
<td>2512 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>114</td>
<td>New Hope Baptist Church <em>(Single)</em>&lt;br&gt;East side of 19 St. S. - north of 22 Ave. S.</td>
<td>2120 19 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>115</td>
<td>Lakeview Presbyterian Church <em>(Single)</em>&lt;br&gt;Southwest corner of 22 Ave. S. &amp; 13 St. S.</td>
<td>1310 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td>116</td>
<td>Frank Pierce Recreation Center <em>(Single)</em>&lt;br&gt;Between 18 Ave. S. &amp; 22 Ave. S. at 7 St. S.</td>
<td>2000 7 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>117/119</td>
<td>Mt. Zion AME Church <em>(Combined)</em>&lt;br&gt;Northwest corner of 16 St. S. &amp; 12 Ave. S.</td>
<td>1045 16 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>118</td>
<td>St. Petersburg Religious Society of Friends <em>(Single)</em>&lt;br&gt;South side of 19 Ave. SE between 1 St. SE &amp; Bay St. SE</td>
<td>130 19 Ave. SE</td>
<td>SP</td>
</tr>
<tr>
<td>120</td>
<td>Thomas &quot;Jet&quot; Jackson Recreation Center <em>(Single)</em>&lt;br&gt;East side of 28 St. S. &amp; 10 Ave. S.</td>
<td>1000 28 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td>121/126</td>
<td>Dwight H. Jones Neighborhood Center <em>(Combined)</em>&lt;br&gt;North side of Burlington Ave. N. - between 10 St. N. &amp; 12 Ln. N.</td>
<td>1035 Burlington Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td>122/123/129/130/135</td>
<td>Coliseum <em>(Combined)</em>&lt;br&gt;North side of 4 Ave. N. - across from Shuffleboard Courts</td>
<td>535 4 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td>125</td>
<td>Peterborough Apartments <em>(Single)</em>&lt;br&gt;Southeast corner of 4 Ave. N. &amp; 5 St. N. - across from Sunshine Center</td>
<td>440 4 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td>127/128/228/233</td>
<td>St. Petersburg Main Library <em>(Combined)</em>&lt;br&gt;Northwest corner of 9 Ave. N. and 37 St. N.</td>
<td>3745 9 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td>PCT.#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------</td>
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</tr>
<tr>
<td>131</td>
<td>30th Avenue Baptist Church (Single)</td>
<td>3241 30 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of 30 Ave. N. - enter from 33 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>132</td>
<td>Faith Assembly (Single)</td>
<td>3900 28 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 39 Ave. N. &amp; 28 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>133</td>
<td>St. Bede's Episcopal Church (Single)</td>
<td>2500 16 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southwest corner of 16 St. N. &amp; 26 Ave. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>134/142</td>
<td>Sunken Gardens (Combined)</td>
<td>1825 4 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of 4 St. N. - south of 20 Ave. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>135/137</td>
<td>Northside Lodge (Combined)</td>
<td>3325 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>SE corner of 34 Ave. and 1 St. NE - adjacent to Masonic Home of Florida</td>
<td></td>
<td></td>
</tr>
<tr>
<td>138</td>
<td>St. Petersburg Women's Club (Single)</td>
<td>40 Snell Isle Blvd. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From Snell Isle Blvd. turn on Coffee Pot Riviera NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>139/140</td>
<td>Roberts Recreation Center (Combined)</td>
<td>1246 50 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southwest corner of 50 Ave. N. &amp; 12 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>141</td>
<td>Woodlawn Presbyterian Church (Single)</td>
<td>2612 12 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 12 St. N. &amp; 26 Ave. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>143</td>
<td>Lutheran Church of the Cross (Single)</td>
<td>4545 Chancellor St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Corner of Chancellor St. NE &amp; Overlook Dr. NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>144</td>
<td>Northeast Presbyterian Church (Single)</td>
<td>4400 Shore Acres Blvd. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of Shore Acres Blvd. NE - between 40 Ave. NE &amp; 46 Ave. NE - north of Shore Acres Recreation Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>145/146</td>
<td>Faith Covenant Church (Combined)</td>
<td>150 62 Ave. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southeast corner of 62 Ave. NE &amp; 1 St. NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>147</td>
<td>Riviera United Methodist Church (Single)</td>
<td>175 62 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 62 Ave. N. &amp; 1 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>150</td>
<td>Town Apartments North (Combined)</td>
<td>1900 61 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South of 62 Ave. N. - in Recreation Hall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>151</td>
<td>North Branch Library (Single)</td>
<td>861 70 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of ML King Jr. St. N. - next to Fire Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>152</td>
<td>Willis S. Johns Recreation Center (Single)</td>
<td>6635 ML King Jr. St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of ML King Jr. St. N. - south of Fire Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>153</td>
<td>Americana Cove (Single)</td>
<td>7201 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of 1 St. NE &amp; 72 Ave. NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>154</td>
<td>First Church of Christ, Scientist (Single)</td>
<td>6333 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of 1 St. NE - approx. one block north of 62 Ave. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>155</td>
<td>Epiphany of Our Lord Ukrainian Catholic Church (Single)</td>
<td>434 90 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South side of 90 Ave. N. - west of 4 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>156/157/161</td>
<td>First Baptist Church of St. Petersburg (Combined)</td>
<td>1900 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</td>
<td></td>
<td></td>
</tr>
<tr>
<td>162</td>
<td>Pinewood Co-op, Inc. (Single)</td>
<td>10441 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of Gandy Blvd. - across from Derby Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>165</td>
<td>Feather Sound Community Church (Combined)</td>
<td>13880 Feather Sound Dr.</td>
<td>CW</td>
</tr>
<tr>
<td></td>
<td>North of Ulmerton Rd. on Feather Sound Dr. - veer left at fork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200/401</td>
<td>Island Chapel (Combined)</td>
<td>1271 Pinellas Bayway S.</td>
<td>TV</td>
</tr>
<tr>
<td></td>
<td>East of Pinellas Bayway S. at 13 St. SE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCT#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
</tr>
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<td>--------------------------------------------------------------</td>
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</tr>
<tr>
<td>201</td>
<td>Addington Place at College Harbor (Single)</td>
<td>4600 54 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From 54 Ave. S. take Marina Bay entrance - make an immediate</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>right on Harbor Way N. - on left</td>
<td></td>
<td></td>
</tr>
<tr>
<td>205</td>
<td>Prayer Tower Church of God in Christ (Single)</td>
<td>1137 37 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southwest corner of 37 St. S. &amp; 11 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>211/215/216/222</td>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - In Life</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Enrichment Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>213/217</td>
<td>Unity of St. Petersburg (Combined)</td>
<td>6168 1 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southeast corner of 62 St. N. &amp; 1 Ave. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>219/221</td>
<td>LAO Conference of Churches (Combined)</td>
<td>1150 49 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>220/223/225</td>
<td>St. Luke's United Methodist Church (Combined)</td>
<td>4444 5 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South side of 5 Ave. N. - east of 49 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>224</td>
<td>Childs Park Recreation &amp; Fitness Center (Single)</td>
<td>4301 13 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 43 St. S. &amp; 13 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>226</td>
<td>Galilee Missionary Baptist Church (Single)</td>
<td>505 35 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southwest corner of 35 St. S. &amp; 5 Ave. S.</td>
<td></td>
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<tr>
<td>227</td>
<td>Fifth Avenue Church of Christ (Single)</td>
<td>4200 5 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southeast corner of 5 Ave. S. &amp; 13 St. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>229</td>
<td>St. Vincent's Episcopal Church (Single)</td>
<td>5441 9 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 8 Ave. N. &amp; 54 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>230/240</td>
<td>St. Stefanos Greek Orthodox Church (Combined)</td>
<td>3600 76 St. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of 76 St. N. - south of 38 Ave. N.</td>
<td></td>
<td></td>
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<tr>
<td>231</td>
<td>Cornerstone Community Church (Single)</td>
<td>6745 38 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of 38 Ave. N. - between 66 St. N. &amp; 71 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>232/275</td>
<td>Palm Lake Christian Church (Combined)</td>
<td>5401 22 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of 22 Ave. N. - east of 58 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>234/239</td>
<td>St. Petersburg Community Church (Combined)</td>
<td>4501 30 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 30 Ave. N. &amp; 45 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>235</td>
<td>Azalea Baptist Church (Single)</td>
<td>7900 22 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of Country Club Rd. N. &amp; 79 St. N. - west of Azalea Middle School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>236</td>
<td>Portuguese American Suncoast Association, Inc. (Combined)</td>
<td>7808 46 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South side of 46 Ave. N. - between 78 St. N. &amp; 78 Ln. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>237</td>
<td>Kenneth City Community Hall (Combined)</td>
<td>4600 58 St. N.</td>
<td>KC</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of 46 Ave. N. &amp; 58 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>241</td>
<td>Walter P. Fuller Recreation Center (Single)</td>
<td>7891 26 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of 26 Ave. N. between 75 St. N. &amp; 80 St. N.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following page(s) contain the backup material for Agenda Item: A resolution ratifying and approving the agreement between Bob Gualtieri, Sheriff of Pinellas County, Florida ("Sheriff"), and the City of St Petersburg, Florida ("City") for the Sheriff to provide crime scene services for major crime scenes for the term which commenced on October 1, 2018, and expires on September 30, 2019; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions and provide 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 ratifying and approving the agreement between Bob Gualtieri, Sheriff of Pinellas County, Florida ("Sheriff"), and the City of St. Petersburg, Florida ("City") for the Sheriff to provide crime scene services for major crime scenes for the term which commenced on October 1, 2018, and expires on September 30, 2019; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions and provide an effective date.

EXPLANATION: The City and the Sheriff entered into an Agreement ("Agreement") for a term which commenced October 1, 2018 and expires on September 30, 2019, and was administratively approved on July 5, 2018, for the Sheriff to provide: crime scene services for major crimes scenes to include documenting, photographing and processing; property and evidence collection, processing, storage and disposition services in conjunction with crime scene services; and to receive Five Thousand dollars ($5,000) for each crime scene worked. Administration desires for the Sheriff to continue providing crime scene services for the City for the term commencing October 1, 2018 and expiring on September 30, 2019 and to pay the Sheriff Five Thousand dollars ($5,000) for each crime scene worked.

RECOMMENDATION: The administration recommends that City Council ratify and approve the Agreement with the Sheriff for services performed during the term that commenced on October 1, 2018 and expires September 30, 2019; and authorize the Mayor or his designee to execute all documents necessary to effectuate these transactions and provide an effective date.

COST/FUNDING INFORMATION: Funding for the current agreement has been previously appropriated in the General Fund, Police Department, Forensic Services division (0001-140-1441), and funding for the new Agreement commencing on October 1, 2018, will be available after City Council approval of the fiscal year 2019 budget.

Attachments: Bob Gualtieri, Pinellas County Sheriff Agreement

Approvals:

Administration: ___________________________ Budget: ___________________________
Resolution No. 2018-________

A RESOLUTION APPROVING THE AGREEMENT BETWEEN BOB GAULTIERI, SHERIFF OF PINELAS COUNTY, FLORIDA (“SHERIFF”), AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) FOR THE SHERIFF TO PROVIDE CRIME SCENE SERVICES FOR MAJOR CRIME SCENES FOR THE TERM COMMENCING ON OCTOBER 1, 2018, AND EXPIRING ON SEPTEMBER 30, 2019; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Bob Gualtieri, Sheriff of Pinellas County, Florida (“Sheriff”), and the City of St. Petersburg, Florida (“City”) entered into an agreement on July 5, 2018 for the Sheriff to provide crime scene services; and

WHEREAS, pursuant to Resolution 2017-486, City Council ratified that agreement, and approved a subsequent agreement to continue the same services until September 30, 2018; and

WHEREAS, pursuant to such agreement, the City pays the Sheriff Five Thousand Dollars ($5,000) for each crime scene worked by the Sheriff; and

WHEREAS, to date, the City has paid the Sheriff One Hundred and Seven Thousand Dollars ($107,000) for services performed; and

WHEREAS, Administration desires for the Sheriff to continue providing these services for the City and requests City Council to approve the agreement between the Sheriff and City for the Sheriff to provide crime scene services for a term commencing on October 1, 2018, and expiring September 30, 2019; and

WHEREAS, funding for the current Agreement has been previously appropriated in the General Fund, Police Department, Forensic Services Division (0001-140-1441); and

WHEREAS, funding the new Agreement commencing on October 1, 2018, will be available after City Council approval of the fiscal year 2019 budget.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor of his designee, is hereby authorized to execute an agreement between Bob Gualtieri, Sheriff of Pinellas County, Florida (“Sheriff”), and the City of St. Petersburg, Florida (“City”) for the Sheriff to provide crime scene services for major crime scenes for the term commencing on October 1, 2018, and expiring on September 30, 2019; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]

Administration: [Signature]

Budget: [Signature]

00399265 doc v1
AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between BOB GUALTIERI, Sheriff of Pinellas County, Florida ("SHERIFF") and the City of St. Petersburg, Florida ("CITY"), (collectively referred to as the "PARTIES").

WHEREAS, the CITY desires to contract with the SHERIFF for certain crime scene services; and

WHEREAS, the SHERIFF has available personnel to perform such services for the CITY; and

WHEREAS, the PARTIES believe the provision of such services (i) is in the best interest of the safety and welfare of the citizens of St. Petersburg and Pinellas County and (ii) will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the PARTIES agree as follows:

1. FORENSIC SCIENCE SERVICES

   A. The SHERIFF will provide to the CITY crime scene services for major crime scenes as determined by the CITY. Said services shall include the documenting, photographing and processing of said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF’S capabilities shall be at the expense of the CITY but will be facilitated by the SHERIFF with prior approval of the CITY. The SHERIFF shall provide to the CITY copies of all crime scene reports generated by SHERIFF’S personnel pursuant to this Agreement.

   B. The SHERIFF agrees to allow technicians employed by the CITY to be present and observe crime scene processing at the direction of the SHERIFF.

   C. THE SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement.

2. PROPERTY AND EVIDENCE SERVICES

   A. The SHERIFF agrees to provide property and evidence collection, processing, storage and disposition services in conjunction with the crime scene services as described above. Items obtained from a crime scene shall be transported to the SHERIFF’S property and evidence storage facility.

   B. The SHERIFF shall store and maintain chain of custody of all evidence in accordance with current General Orders and Sheriff’s Office standard operating procedures.

   C. All evidence and other property obtained at a crime scene shall be disposed of in accordance with Florida law or as otherwise ordered by a court of law.
3. COMPENSATION

The CITY agrees to pay the SHERIFF the sum of FIVE THOUSAND DOLLARS AND NO CENTS ($5,000.00) for each crime scene worked by SHERIFF pursuant to this Agreement. No additional charges beyond the charge per crime scene shall be incurred by the CITY for the property and evidence services also provided. The SHERIFF shall invoice the CITY on a monthly basis for services provided pursuant to this Agreement and the CITY shall pay the SHERIFF within thirty (30) days upon receipt of such invoice.

4. CONTACT PERSONS

Both PARTIES agree that they will cooperate and work together to carry out the terms and conditions of this Agreement. To that end, the PARTIES agree that the following individuals shall be the contact persons for the CITY and SHERIFF respectively:

FOR THE CITY

ASST CHIEF ANTONIO GILLIAM
1300 1st Avenue North
St. Petersburg, FL 33705
(727) 551-3055

FOR THE SHERIFF

MAJOR STEFANIE CAMPBELL
P. O. Drawer 2500
Largo, FL 33779-2500
(727) 453-7975

5. TERMINATION

Either party may terminate this Agreement without penalty upon thirty (30) days prior written notice to the other party. Should any crime scenes charges remain outstanding at the time of notice of termination for which the SHERIFF has not billed the CITY, said invoice will be prepared by the SHERIFF as soon as possible. The CITY agrees payment for said services shall be due and payable within thirty (30) days upon receipt of said invoice.

6. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the PARTIES.

7. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by the PARTIES hereto.

8. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.
9. RESPONSIBILITY

The CITY and the SHERIFF shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein is intended to serve as a waiver of sovereign immunity by either the CITY or the SHERIFF. Nothing herein shall be construed as consent by the CITY or the SHERIFF to be sued by third parties in any matter arising out of this Agreement.

10. TERM OF AGREEMENT

This Agreement shall be effective on October 1, 2018, and remain in effect until September 30, 2019.

11. NON-APPROPRIATION

The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

IN WITNESS WHEREOF the PARTIES to this Agreement have caused the same to be signed by their duly authorized representatives this 5th day of July, 2018.

CITY OF ST. PETERSBURG, FLORIDA

Anthony Holloway, Chief of Police

ATTEST

City Clerk

City Attorney (Designee)

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff
The following page(s) contain the backup material for Agenda Item: A resolution approving the grant application submitted for FY2017 Edward Byrne Memorial Justice Assistance Grant (“JAG”); authorizing the Mayor or his designee to accept Four Thousand Six Hundred Seventy-Five ($4,675.00) From Pinellas County (“County”) as the City’s share of the JAG funds to continue funding of law enforcement initiatives as set out in the county’s grant application; approving a supplemental appropriation in the amount of $4,675 in the Police Grant Fund (1702) resulting from these additional revenues, and to execute all documents necessary to effectuate this transaction; 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 approving the grant application submitted for FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG"); authorizing the Mayor or his designee to accept Four Thousand Six Hundred Seventy-Five ($4,675.00) From Pinellas County ("County") as the City’s share of the JAG funds to continue funding of law enforcement initiatives as set out in the county’s grant application; approving a supplemental appropriation in the amount of $4,675 in the Police Grant Fund (1702) resulting from these additional revenues, and to execute all documents necessary to effectuate this transaction; and providing an effective date.  

EXPLANATION: The City and Pinellas County ("County") are Florida Department of Law Enforcement ("FDLE") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. Because FDLE determined that the City and the County had a disparate allocation of JAG funds, the County was required to divide funds available to ten different entities. The City submitted a grant application for the funds, The City of St. Petersburg and the Pinellas County Board of County Commissioner ("County") entered into a Memorandum of Understanding (MOU) agreeing to allocate Four Thousand Six Hundred Seventy-Five ($4,675.00) of the $277,379.00 FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG") to the City. 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 Funds will provide funding to purchase two ductless fume hoods and masks to be utilized by both officers/detectives and civilian employees to separate, weigh, count, package, and heat seal secured controlled substances inside an evidence bag. The hood filters the fumes, particles, and dust; to protect officers from accidental exposure. Because Fentanyl is being found in many different drugs, such as cocaine, heroin, and pills, the SPPD needs to take new measures to ensure officers are protected during the packaging of all controlled substances.  

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution approving the grant application submitted for FY2017 Edward Byrne Memorial Justice Assistance Grant ("JAG") funds is approved; authorizing the Mayor or his designee to accept Four Thousand Six Hundred Seventy-Five ($4,675.00). From Pinellas County ("County") as the City’s share of the JAG funds 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; 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, 2019. A supplemental appropriation in the amount of $4,675 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: [Signature]  
Budget: [Signature]
A RESOLUTION APPROVING THE GRANT APPLICATION SUBMITTED FOR FY2017 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT ("JAG") FUNDS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT $4,675.00 FROM PINELAS COUNTY ("COUNTY") AS THE CITY'S SHARE OF THE JAG FUNDS TO CONTINUE FUNDING OF LAW ENFORCEMENT INITIATIVES AS SET OUT IN THE COUNTY'S GRANT APPLICATION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $4,675 IN THE POLICE GRANT FUND (1702) TO THE POLICE DEPARTMENT, FISCAL SUPPORT (140-1389) RESULTING FROM THESE ADDITIONAL REVENUES; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Pinellas County ("County") are Florida Department of Law Enforcement ("FDLE") designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant ("JAG") funds; and

WHEREAS, because the FDLE determined that the City and the County had a disparate allocation of the JAG funds, the County was required to divide certain funds available among ten different entities; and

WHEREAS, the City and the County have entered into a Memorandum of Understanding ("MOU") stipulating that the FY 2017 JAG Award of $277,379.00 will be allocated between the parties with Four Thousand Six Hundred Seventy-Five ($4,675.00) going to the City; 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 submitted a grant application for its portion of the fund Four Thousand Six Hundred Seventy-Five ($4,675.00); and

WHEREAS, the City will submit expenditure documentation to the County for reimbursement of eligible costs; and

WHEREAS, the JAG Grant requires no matching funds; and

WHEREAS, the City's funds will be used to purchase two ductless fume hoods and masks to be utilized by both officers/detectives and civilian employees to separate, weigh, count, package, and heat seal secured controlled substances inside an evidence bag. The hood filters the fumes, particles, and dust to protect officers from accidental exposure. Because Fentanyl is
being found in many different drugs, such as cocaine, heroin, and pills, the SPPD needs to take new measures to ensure officers are protected during the packaging of all controlled substances.

WHEREAS, a supplemental appropriation in the amount of $4,675.00 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 grant application submitted for FY 2017 Edward Byrne Memorial Justice Assistance Grant (“JAG”) funds is approved and the Mayor or his designee is authorized to accept Four Thousand Six Hundred Seventy-Five ($4,675.00) from Pinellas County (“County”) as the City’s share of the JAG funds 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.

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) $4,675.00

This Resolution shall take effect immediately upon its adoption.

Approvals:

Administration: [Signature]
Legal: [Signature]

Budget: [Signature]

00400196.doc v2
July 16, 2018

Ms. Petrina Tuttle Herring, Bureau Chief  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308  

Dear Ms. Herring:  

In compliance with Rule 11D-9 of the Florida Administrative Code, **St. Petersburg** approves the distribution of $277,379 of Federal Fiscal Year 2017 Edward Byrne Memorial JAG Program funds for the following projects within Pinellas County:  

<table>
<thead>
<tr>
<th>Agency/Organization</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinellas County</td>
<td>Alpha House: Child Abuse Prevention</td>
<td>$10,000</td>
</tr>
<tr>
<td>City of Clearwater</td>
<td>Clearwater Police Department: Mental Health Check Team</td>
<td>$15,848.78</td>
</tr>
<tr>
<td>City of St. Petersburg</td>
<td>St. Petersburg Police Department: Prevention and Safety Program</td>
<td>$4,675</td>
</tr>
<tr>
<td>Pinellas County</td>
<td>Family Resources: Community Placement Intake Services</td>
<td>$33,500</td>
</tr>
<tr>
<td>Pinellas County</td>
<td>MORE Health: Firearm Safety</td>
<td>$25,000</td>
</tr>
<tr>
<td>Pinellas County</td>
<td>PACE Center for Girls: Spirited Girls! Program</td>
<td>$10,000</td>
</tr>
<tr>
<td>Pinellas County Sheriff’s Office</td>
<td>Sexual Predator and Offender Tracking (SPOT)</td>
<td>$97,325</td>
</tr>
<tr>
<td>Pinellas County</td>
<td>Suncoast Center: Forensic Focused Outreach</td>
<td>$33,500</td>
</tr>
</tbody>
</table>
Pinellas County

Westcare: Mustard Seed Inn $20,000

Pinellas County

Justice Coordination: JAG Planning Grant $27,530.22

TOTAL $277,379.00

Sincerely,

Rick Kriseman
Mayor
The following page(s) contain the backup material for Agenda Item: Ratifying proposed amendments to the labor agreement between the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CtW, CLC (FPSU/SEIU) (hereinafter “Agreement”) for the Professionals collective Bargaining Unit covering the job classifications within that unit effective the first payroll period in fiscal year 2019 through September 30, 2020.
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: Ratifying proposed amendments to the labor agreement between the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CtW, CLC (FPSU/SEIU) (hereinafter “Agreement”) for the Professionals collective Bargaining Unit covering the job classifications within that unit effective the first payroll period in fiscal year 2019 through September 30, 2020.

The City and FPSU/SEIU have tentatively reached agreement on amendments to terms of a multi-year collective bargaining Agreement for the Professionals Bargaining Unit. The union members have voted in favor of these amendments. If ratified and approved by the City Council, will take effect the first payroll period date in fiscal year 2019.

The amendments to the Agreement include non-budgetary enhancements, updates to incentives, and upgrades to certain job classification pay bands due to a recent salary survey conducted by the Human Resources Department.

Cost/Funding Information:

Specific costs for the incentives and upgrades to certain job classifications are within the budget provisions for fiscal year 2019 and will come from funds within the operating budget for both the General Fund agencies and Enterprise/Internal Service Fund agencies (such as Water Resources, Sanitation, Stormwater, and Billing and Collections).

Attachment - Resolution

Approvals:

Administration

Budget
Resolution No. ___

A RESOLUTION APPROVING THE NEGOTIATED AMENDMENTS TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE FLORIDA PUBLIC SERVICES UNION (FPSU) SEIU, CTW, CLC REPRESENTING THE PROFESSIONALS BARGAINING UNIT FOR THE PERIOD OF FISCAL YEARS 2019 - 2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CTW, CLC (FPSU/SEIU) have tentatively reached agreement on amendments to the three-year agreement between the City of St. Petersburg and FPSU/SEIU Professionals bargaining unit; and

WHEREAS, for fiscal years 2019-2020, the amendments to the agreement provide non-budgetary enhancements, updates to incentives, and upgrades to certain job classification pay bands due to a recent salary survey conducted by the Human Resources Department;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the amendments to the Agreement between the City of St. Petersburg and the Florida Public Services Union representing the Professionals bargaining unit for the period of October 1, 2018, through September 30, 2020, are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signatures]

City Attorney (designee)

Budget

00401241
The following page(s) contain the backup material for Agenda Item: Ratifying the proposed amendments to the labor Agreement between the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CtW, CLC (FPSU/SEIU) (hereinafter “Agreement”) for the Blue and White Collar collective Bargaining Units covering the job classifications within those units effective the first payroll period in fiscal year 2019 through September 30, 2020. 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: Ratifying the proposed amendments to the labor Agreement between the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CtW, CLC (FPSU/SEIU) (hereinafter "Agreement") for the Blue and White Collar collective Bargaining Units covering the job classifications within those units effective the first payroll period in fiscal year 2019 through September 30, 2020.

The City and FPSU/SEIU have tentatively reached agreement on proposed amendments to terms of a multi-year collective bargaining Agreement for the Blue and White Collar Bargaining Units. The union members have voted in favor of these amendments. If ratified and approved by the City Council, will take effect the first payroll period date in fiscal year 2019.

The amendments to the Agreement include non-budgetary enhancements and upgrades to certain job classification pay bands due to a recent salary survey conducted by the Human Resources Department.

Cost/Funding Information:

Specific costs for the upgrades to certain job classifications are within the budget provisions for fiscal year 2019 and will come from funds within the operating budget for both the General Fund agencies and Enterprise/Internal Service Fund agencies (such as Water Resources, Sanitation, Stormwater, and Billing and Collections).

Attachment - Resolution
Approvals:

Administration

Budget
Resolution No. ___

A RESOLUTION APPROVING THE NEGOTIATED AMENDMENTS TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE FLORIDA PUBLIC SERVICES UNION (FPSU) SEIU, CTW, CLC REPRESENTING THE BLUE AND WHITE COLLAR BARGAINING UNITS FOR THE PERIOD OF FISCAL YEARS 2019 - 2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg and the Florida Public Services Union (FPSU) SEIU, CTW, CLC (FPSU/SEIU) have tentatively reached agreement on amendments to the three-year agreement between the City of St. Petersburg and FPSU/SEIU Blue and White Collar bargaining units; and

WHEREAS, for fiscal years 2019-2020, the amendments to the agreement provide non-budgetary enhancements and upgrades to certain job classification pay bands;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the amendments to the Agreement between the City of St. Petersburg and the Florida Public Services Union representing the Blue and White Collar bargaining units for the period of October 1, 2018, through September 30, 2020, are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signatures]

City Attorney (designee)
00401245

Budget

[Signature]
The following page(s) contain the backup material for Agenda Item: Approving the appointment of poll workers for the November 6, 2018 Special Municipal Election. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of October 4, 2018

TO: City Council Chair & Members of City Council

SUBJECT: Approving the appointment of poll workers for the November 6, 2018 Special Municipal Election.

EXPLANATION:

In accordance with St. Petersburg City Code Section 10-10, City Council is required to approve the selection of poll workers who will serve as “election officers” for municipal elections.

The Pinellas County Supervisor of Elections is responsible for the recruitment and training of poll workers and she has now forwarded the list of those poll workers to the City for approval. It is recommended that City Council approve the list of poll workers provided by the Supervisor of Elections. The list is on file in the office of the City Clerk.

COST/FUNDING INFORMATION:

The Supervisor of Elections will recruit, assign, train, and compensate ALL poll workers. A Deputy Sheriff will deputize the poll deputies.

ATTACHMENT: Resolution
A RESOLUTION APPROVING THE POLL WORKERS SELECTED TO SERVE AS ELECTION OFFICERS FOR THE NOVEMBER 6, 2018 SPECIAL MUNICIPAL ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 10-10 of the St. Petersburg City Code requires the City Council to select all election officers for municipal elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the individuals on the list of poll workers on file in the office of the City Clerk are hereby selected to serve as election officers for the November 6, 2018 special municipal election.

This resolution shall become effective immediately upon its adoption.

APPROVED:

[Signature]

Legal

[Signature]

Administrative
The following page(s) contain the backup material for Agenda Item: Approving the minutes of the September 6, September, 13, and September 20, 2018 City Council meetings. Please scroll down to view the backup material.
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, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy Davis were also in attendance. Absent. None.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty: Constable Edward A. George – September 16, 1908 and Officer Charles Lee Eustes – September 24, 1967; and September 11, 2001.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

ADD CB-4  Authorizing the Mayor or his designee to execute the interlocal agreement between Pinellas County and the city of St. Petersburg for the cooperative procurement of Federal Emergency Management Agency (FEMA) coastal map update technical reviews. [MOVED TO REPORTS AS E-6]

ADD CB-5  Approving the PGS Gas Service Agreement and Letter Agreement between the City of St. Petersburg, Florida and Peoples Gas System (PGS) for use of a PGS pipeline to transport natural gas for the Biosolids to Energy Project; authorizing the Mayor or his designee to execute the PGS Gas Service Agreement and Letter Agreement; and providing an effective date. [MOVED TO REPORTS AS E-4(c)]

ADD E-4(b) Biosolids Update
ADD F-2 Requesting to the Health, Energy, Resiliency, and Sustainability Committee a discussion about potentially requiring a 240 volt electric vehicle pre-wire be in all new single family home construction with a possible exemption for affordable housing. (Councilmember Gabbard)
ADD F-3 Requesting to the Youth and Family Services Committee a discussion regarding the funding and utilization of an African American Quality of Life Study and the possible creation of an African American Quality of Life Committee. (Councilmember Gabbard)

ADD F-4 Requesting that the City of St. Petersburg legal department provide a report to City Council in regard to how the Jordan Park demolition and renovation was approved without any input from City Council and how we might change this process for future consideration. The request is to hear this report at the City Council meeting of 9-6-2018. (Vice-Chair Kornell)

INFO G-2 Budget, Finance & Taxation Committee (8/23/18)
INFO PUBLIC HEARINGS AND QUASI-JUDICIAL PROCEEDINGS – 6:30 P.M. (Revised start time.)


In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Brett Silvers, 6820 13th Avenue North, spoke regarding Complete Streets.
2. Mrs. Mark Leavelle, 126 15th Avenue Northeast, spoke regarding the reconfiguration of Martin Luther King, Jr., Street.
3. Joe Letelleir, 452 Date Palm Court Northeast, expressed his concerns regarding the reconfiguration of Martin Luther King, Jr., Street.
4. Jim Stitt, 1000 40th Avenue North, expressed his concerns regarding the reconfiguration of Martin Luther King, Jr., Street.

Chair Wheeler-Bowman suspended the Open Forum portion of the agenda. Assistant City Attorney Michael Dema announced Agenda Item D-4, regarding the first reading and first public hearing for Ordinances 733-L, 764-Z, 734-L and 765-Z, will be deferred. The first reading and first public hearing for said Ordinances will be held on September 20, 2018, and the second reading and second public hearing for said Ordinances will be held on October 18, 2018.

Chair Wheeler-Bowman reopened the Open Forum portion of the agenda. The following person(s) came forward:
1. Ryan Mitchell, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
2. James Michael Stott, 2013 14th Street North, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
3. Jason Cowen, 2564 62nd Avenue South, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
4. Ginger Goepper, 9815 Harrell Avenue, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
5. Jim House, 3033 39th Avenue North, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
7. Maya Burke, 1235 Fairway Circle South, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
8. Jim Igler, 3801 19th Avenue South, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
9. Nicole Ascencio, 3801 24th Avenue North, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
11. Helen Simon, 2120 Coronada Way South, spoke in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.

The following person(s) were present but did not wish to speak:

1. Julia Branaman, 323 13th Avenue Northeast, was in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.
2. Thomas Hallock, 125 19th Avenue South, was in opposition to the changing of Official Zoning Map designations within the Lakewood Estates neighborhood.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 347-H. 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:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting September 20, 2018 as the public hearing date for the following proposed Ordinance(s):
PROPOSED ORDINANCE NO. 347-H

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.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 111-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 Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting September 20, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 111-HL

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.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 112-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Hope Rising, 5120 Flamingo Drive North, spoke in support of the proposed Ordinance.

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 setting September 20, 2018 as the public hearing date for the following proposed Ordinance(s):
PROPOSED ORDINANCE NO. 112-HL

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.


In connection with reports, Evan Mory, Transportation and Parking Management Director and Pinellas Suncoast Transit Authority Chief Development Officer Cassandra Borchers gave a PowerPoint presentation to Council regarding the Downtown Circulator Service and Trolley Purchase Agreements. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. David Metz, representing USF St. Petersburg, spoke in support of the Downtown Circulator Service and Trolley Purchase Agreements.

Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-461 A RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH TWO THREE-YEAR RENEWAL OPTIONS BETWEEN THE PINELLAS SUNCOAST TRANSIT AUTHORITY (“PSTA”), CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND ST. PETERSBURG DOWNTOWN PARTNERSHIP, INC. (“PARTNERSHIP”) RELATED TO FUNDING AN EXPANSION OF THE DOWNTOWN CIRCULATOR SERVICE ROUTE AND INCREASED OPERATING HOURS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-462 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE LOOPER GROUP, INC. (“AGENCY”) AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”), FOR THE CITY TO PROVIDE $175,000 TO AGENCY FOR THE PURCHASE OF A NEW TROLLEY TO FURTHER MOBILITY IN
DOWNTOWN ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $175,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION & PARKING MANAGEMENT DEPARTMENT, PARKING MANAGEMENT ADMINISTRATION (281-1245) TO PROVIDE FUNDING FOR THIS AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Sophia Sorolis, Economic Development Manager gave a presentation to Council regarding a Qualified Target Industry (QTI) Business. 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:

2018-463 A RESOLUTION RECOMMENDING THAT PROJECT B8080654187 (“PROJECT”), A CONFIDENTIAL PROJECT, PURSUANT TO SECTION 288.075, FLORIDA STATUTES BE APPROVED AS A QUALIFIED TARGET INDUSTRY (“QTI”) BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 150% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $42,000 AS THE CITY’S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2020, SUBJECT TO APPROPRIATION AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Donald Tyre, City Building Official gave a presentation to Council regarding an Interlocal agreement between Pinellas County and the City of St. Petersburg for the cooperative procurement of Federal Emergency Management Agency (FEMA) coastal map update technical reviews. 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:

2018-464  A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETERSBURG FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COASTAL MAP UPDATE TECHNICAL REVIEWS, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $60,000; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Evan Mory, Transportation and Parking Management Director and Transportation Manager Cheryl Stacks gave a PowerPoint presentation to Council regarding the MLK Resurfacing Project. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Christine Acosta, spoke in support of the MLK Resurfacing Project.
2. Bill Stover, 2152 Coffee Pot Boulevard Northeast, spoke in opposition to the MLK Resurfacing Project.
3. Dale Nichols, 4565 13th Way Northeast, expressed his concerns regarding the MLK Resurfacing Project.
4. Robert Griendling, 126 1st Avenue Northeast, spoke in support of the MLK Resurfacing Project.
5. Gregory Cahanin, 2522 Dr. Martin Luther King, Jr., Street North, spoke in opposition to the MLK Resurfacing Project.
6. Mark Taber, 2190 Tanglewood Way Northeast, spoke in support of the MLK Resurfacing Project.
7. Larry Schwartz, 1520 Coral Way South, spoke in opposition to the MLK Resurfacing Project.
8. Bonnie Hargrett, 1140 Monterey Boulevard Northeast, spoke in opposition to the MLK Resurfacing Project.
9. Nina Light, 940 42nd Avenue North, spoke in opposition to the MLK Resurfacing Project.
10. Kent Malone, 915 41st Avenue North, spoke in opposition to the MLK Resurfacing Project.
11. George F. Wilsey, 3950 11th Street Northeast, spoke in opposition to the MLK Resurfacing Project.
12. Howard Goldrech, 2051 59th Street North, spoke regarding the MLK Resurfacing Project.
Councilmember Montanari 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 the Legal Department draft an Ordinance to address road surfacing to present to the Housing, Land Use and Transportation (HLUT) Committee.


Chair Wheeler-Bowman recessed the meeting at 6:29 p.m. for a dinner break.

Chair Wheeler-Bowman reconvened the meeting at 6:53 p.m.

In connection with public hearings, the Clerk read the title of proposed Ordinance 348-H. Elizabeth Makofske, Budget Director gave a PowerPoint presentation to Council regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate. 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:

2018-465 A RESOLUTION ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.


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 September 20, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED 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.


Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-466 A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Vice-Chair Steve Kornell, regarding a request that the City of St. Petersburg legal department provide a report at the 9/6/2018 City Council meeting in regard to how the Jordan Park demolition and renovation was approved without any input from City Council and how we might change this process for future consideration, Assistant City Attorney Michael Dema gave a presentation to Council regarding the new business item.

Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

Chair Wheeler-Bowman was excused from the meeting at 8:22 p.m.

In connection with reports, Brejesh Prayman, Engineering Director gave a presentation to Council regarding the Pier Report. 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 Montanari that the following resolution be adopted:

2018-467 A RESOLUTION APPROVING THE FOURTH 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 SERVICES ASSOCIATED WITH THE NEW SHADE STRUCTURE AT SPA BEACH PARK IN AN AMOUNT NOT TO EXCEED $49,800; PROVIDING
THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $4,624,600; AUTHORING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FOURTH AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. 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 Driscoll that the following resolution be adopted:

2018-468 A RESOLUTION DECLARING TAMPA ARMATURE WORKS, INC. AS THE SOLE SOURCE SUPPLIER OF SIMFLO VERTICAL TURBINE DISTRIBUTION PUMPS FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING A PROPOSAL AND APPROVING THE PURCHASE OF THREE REPLACEMENT SIMFLO VERTICAL TURBINE DISTRIBUTION PUMPS FROM TAMPA ARMATURE WORKS, INC. FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $284,538.75; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Sewer Report, Claude Tankersley, Public Works Administrator presented the Biosolids Update. 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 Sewer Report, 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 Gabbard that the following resolution be adopted:

2018-469 A RESOLUTION APPROVING THE PGS GAS SERVICE AGREEMENT AND LETTER AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND PEOPLES GAS SYSTEM (PGS) FOR USE OF A PGS PIPELINE TO TRANSPORT NATURAL GAS FOR THE BIOSOLIDS TO ENERGY PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PGS GAS SERVICE AGREEMENT AND LETTER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

In connection with a new business item presented by Councilmember Darden Rice, 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 Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Health, Energy, Resiliency, & Sustainability (HERS) Committee for consideration to consider an introductory discussion on a Voluntary Residential Composting Program.


In connection with a new business item presented by Councilmember Brandi Gabbard, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard 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 refer to the Health, Energy, Resiliency, & Sustainability (HERS) Committee for consideration to consider a discussion about potentially requiring a 240 volt electric vehicle pre-wire be in all new single family home construction with a possible exemption for affordable housing.


In connection with a new business item presented by Councilmember Brandi Gabbard, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard 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 refer to the Youth and Family Services Committee for consideration to consider a discussion regarding the funding and utilization of an African American Quality of Life Study and the possible creation of an African American Quality of Life Committee.


In connection with the Public Services and Infrastructure Committee report, 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 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 August 9, 2018 presented by Vice-Chair Kornell.


In connection with the Public Services and Infrastructure Committee report, Vice-Chair Kornell 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 the Council receive and file the Public Services and Infrastructure Committee report of August 30, 2018 presented by Vice-Chair Kornell.


In connection with the Budget, Finance and Taxation Committee report, 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 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 August 23, 2018 presented by Councilmember Gerdes.


In connection with the Youth & Family Services Committee report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster 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 August 23, 2018 presented by Councilmember Foster.

In connection with the Housing, 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 Gabbard that the following resolution be adopted:

2018-470  A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF MS. TERRI LIPSEY SCOTT AS A MEMBER OF THE ST. PETERSBURG HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Rice 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 the Council receive and file the Housing, Land Use & Transportation Committee report of August 30, 2018 presented by Councilmember Rice.

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

1. Approving the purchase of fuel from Mansfield Oil Company of Gainesville, Inc. and Palmdale Oil Company Inc. for the Fleet Management Department, at an estimated annual cost of $4,382,580.
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. A resolution approving a supplemental appropriation in the amount of $93,056 from the increase in the unappropriated balance of the Water Resources Operating Fund (4001), resulting from the Utility Locate Contribution Agreement, to the Water Resources Department, Administration (420-2045); and providing an effective date.

2. Confirmation of Appointment of Mary Bucca to the Committee to Advocate for Persons with Impairments.

3. Confirming the appointment of Patricia Carr Wolfinbarger as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.

4. Authorizing the Mayor or his designee to execute the interlocal agreement between Pinellas County and the city of St. Petersburg for the cooperative procurement of Federal Emergency Management Agency (FEMA) coastal map update technical reviews. [MOVED TO REPORTS AS E-6]

5. Approving the PGS Gas Service Agreement and Letter Agreement between the City of St. Petersburg, Florida and Peoples Gas System (PGS) for use of a PGS pipeline to transport natural gas for the Biosolids to Energy Project; authorizing the Mayor or his designee to execute the PGS Gas Service Agreement and Letter Agreement; and providing an effective date. [MOVED TO REPORTS AS E-5(c)]
There being no further business Chair Wheeler-Bowman adjourned the meeting at 9:05 p.m.

__________________________________________
Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____________________________
Chan Srinivasa, City Clerk
Chair Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Brandi Gabbard, Charles Gerdes, Steve Kornell, Ed Montanari, Amy Foster and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomlin, Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Office Systems Specialist Paul Traci were also in attendance. Absent. Darden Rice. Councilmember Foster entered the meeting at 3:01 p.m.

In connection with the approval of the agenda, 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 Council approve the agenda.


In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomlin presented a Proclamation proclaiming September 22, 2018 as Fall Prevention Day.

In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomlin presented a Proclamation proclaiming the City of St. Petersburg, Florida as a City of Compassion.
In connection with the Awards and Presentations portion of the agenda, Councilmember Charles Gerdes presented a Proclamation proclaiming October 8, 2018 as Indigenous Peoples & Sacred Lands Day.

In connection with the Land Use & Transportation Committee 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 Homeless Leadership Board report, 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 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 Homeless Leadership Board report presented by Councilmember Foster.


In connection with the Public Arts Commission 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 Public Arts Commission report presented by Councilmember Driscoll.


In connection with the Tampa Bay Regional Planning Council report, 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 the Council receive and file the Tampa Bay Regional Planning Council report presented by Councilmember Gabbard.

09/13/2018

There being no further business Chair Wheeler-Bowman adjourned the meeting at 4:23 p.m.

______________________________
Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____________________________
Chan Srinivasa, City Clerk
Chair Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Brandi Gabbard, Amy Foster, 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, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy Davis were also in attendance. Absent. None.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Driscoll that the following resolution be adopted:

REVISED CA-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.

REVISED “(Public Works)” should be listed as “(Procurement)”

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

INFO CB-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. (Revised cover memo only) [MOVED TO REPORTS AS ITEM E-4 THEN MOVED BACK TO CONSENT B]

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

ADD CB-16 Confirming the appointment of Gerard Douglas to the Public Arts Commission.

ADD CB-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.)

DELETE D-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]

(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.”

ADD E-3(e) Wet Weather Overflow Mitigation Program - Phase II; Stress Test Analysis Findings.

ADD E-3(f) 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.

ADD F-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)

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

DELETE G-1 Committee of the Whole: Tropicana Field (9/6/18)
INFO G-3 Public Services & Infrastructure Committee (9/13/18)
REVISED I-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.
DELAWARE I-8

Apel 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.

REVISED

Committee of the Whole: Tampa Bay Water, Thursday, September 27, 2018, 3:30 p.m., Room 100 (Time change only)


In connection with approval of the Consent Agenda, Vice-Chair Kornell 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. Thomas Nestor, 500 45th Avenue Northeast, expressed his concerns regarding the rehabilitation and expansion of the historic YMCA.
2. Parisrice Robinson, 146 2nd Street North, expressed his concerns regarding the rehabilitation and expansion of the historic YMCA.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 349-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 Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting October 4, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 349-H

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.


In connection with a Legal item, Assistant City Attorney Ken McCollum gave a presentation to Council regarding a settlement for the lawsuit styled Mikel Fox v. City of St. Petersburg, Case No: 16-001430-CI. 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 resolution be adopted:

2018-490  A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF MIKEL FOX V. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 16-001430-CI; AND PROVIDING AN EFFECTIVE DATE.


In connection with a Legal item, Assistant City Attorney Danielle Martin gave a presentation to Council regarding the Legal Update/Open Session for the lawsuit styled Christine Billue, Employee/Claimant v. City of St. Petersburg, Employer/Carrier and Commercial Risk Management, Inc., Servicing Agent, OJCC No. 09-021031SLR, DA: 05/31/2008. 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:
2018-491  A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF CHRISTINE BILLUE, EMPLOYEE/CLAIMANT v. CITY OF ST. PETERSBURG, EMPLOYER/CARRIER AND COMMERCIAL RISK MANAGEMENT, INC., SERVICING AGENT, OJCC No. 09-021031SLR, DA: 05/31/2008; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Noah Taylor, Community Rating System Coordinator gave a presentation to Council regarding the Program for Public Information (PPI) report that provides education to the public regarding flooding hazards within the City of St. Petersburg. 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 reports, Anne Fritz, Finance Director gave a presentation to Council regarding amendments to the City's Fiscal Policies. 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:

2018-492  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.


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, the following person(s) came forward:

1. Walter Donnelly, 7 Lincoln Avenue South, spoke in support of stress testing the sewer system.

Councilmember Montanari moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-493  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.


Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-494 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)


Councilmember Montanari moved with the second of Councilmember Rice that the following resolution be adopted:

2018-495 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.


Councilmember Foster moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-496 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.

In connection with the Sewer Report, Leisha Pica, Jacobs Engineering Project Manager gave a PowerPoint presentation to Council regarding the Wet Weather Overflow Mitigation Program – Phase II; Stress Test Analysis Findings. 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 Sewer 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:

2018-497 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.


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, there was no response. Councilmember Rice 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 the Council request a referral to the Health, Energy, Resiliency & Sustainability Committee for consideration to consider an introductory discussion on Urban Agriculture by Robyn Keefe.


In connection with a new business item presented by Councilmember Brandi Gabbard, 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 Gerdes 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 Housing, Land Use & Transportation Committee for consideration to consider a discussion regarding the pursuit of the creation of an employer assisted housing program, with a focus on City of St. Petersburg employees and potential matching grants for private employers.

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, there was no response. 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 request Administration provide an update on the Tall Ship Lynx.


In connection with the new business item presented by Councilmember Ed Montanari, Joe Zeoli, Community Development Administration Managing Director gave a presentation to Council regarding an update on the Tall Ship Lynx. No action was taken.

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 receive and file the Budget, Finance and Taxation Committee report of September 13, 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 Gerdes 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 September 13, 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 September 13, 2018 presented by Councilmember Driscoll.


Chair Wheeler-Bowman recessed the meeting at 5:14 p.m. for a dinner break.

Chair Wheeler-Bowman reconvened the meeting at 6:03 p.m.

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 Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted:

2018-498 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.

2018-499 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.

2018-500 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.

In connection with public hearings, the Clerk read the title of proposed Ordinance 347-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 347-H entitled:

PROPOSED ORDINANCE NO. 347-H

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.

be adopted on second and final reading.


The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance 111-HL. A presentation was made by Derek Kilborn, Urban Planning & Historic Preservation Manager and Design Style Architect Brett Castellucio regarding the approval of an owner-initiated Local Historic Landmark Designation of the New Redeemer Evangelical Lutheran Church, located at 4355 Central Avenue. (City File HPC 18-90300006) 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:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 111-HL entitled:

PROPOSED ORDINANCE NO. 111-HL

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.

be adopted on second and final reading.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance 112-HL. A presentation was made by Derek Kilborn, Urban Planning & Historic Preservation Manager and Applicant Christopher Fritzius regarding the approval of an owner-initiated Local 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) 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 Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 112-HL entitled:

PROPOSED ORDINANCE NO. 112-HL

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.

be adopted on second and final reading.


Chair Wheeler-Bowman recessed the meeting at 6:24 p.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 6:32 p.m.

In connection with public hearings, the Clerk read the title of proposed Ordinance 348-H. Elizabeth Makofske, Budget Director gave a PowerPoint presentation to Council regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Mary Gerken, 1345 15th Street North, spoke regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate.
2. Ruth Whitney, 700 14th Avenue North, spoke regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate.
3. John Muhammad, spoke regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate.

4. Chris Moschini, 880 La Plaza Avenue, spoke regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate.

5. Denise Deja, 528 Dartmoor Street North, spoke regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate.


7. Corey Givens, Jr., 777 38th Avenue South, spoke regarding the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-501 A RESOLUTION ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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 proposed Ordinance 348-H entitled:

PROPOSED 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.

be adopted on second and final reading.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-502 A RESOLUTION ADOPTING THE RECOMMENDED MULTI-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF ST. PETERSBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Fiscal Year 2019 Tentative Budget and Proposed Millage Rate, 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 the Council refer to the Youth & Family Services Committee for consideration to consider a discussion of how the City of St. Petersburg can partner with the Pinellas County School System to begin reducing the number of the over 3,000 children who are identified as homeless in Pinellas County.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Charles Kilboy, Sr., expressed his concerns regarding affordable housing in the City of St. Petersburg.
2. Beth Connor, expressed her concerns regarding affordable housing in the City of St. Petersburg and tree clearing.
Consent Agenda A  
September 20, 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. 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.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Approving the renewal of a 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.

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.

8. Confirming the Reappointment and Appointment to the Development Review Commission

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

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
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.)

There being no further business Chair Wheeler-Bowman adjourned the meeting at 7:48 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk