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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk’s Office, 1st Floor, City Hall, 175 Fifth Street North, on the Monday preceding the regularly scheduled Council meeting. The agenda and backup material is also posted on the City’s website at www.stpete.org and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting. The updated agenda and backup material can be viewed at all St. Petersburg libraries. An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Setting December 6, 2018 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance amending Section 27-557 of the City Code related to Sanitation charges; amending the eligibility criteria for qualification for once-per-week single-family residence monthly charges; adding a condition for revocation of the once-per-week collection service; and providing an effective date.

E. Reports

1. A First Amendment to Settlement Stipulation Development Agreement with Westminster Shores, Inc., generally located east of 2nd Street South, bounded on the north by Little Bayou, on the east by Tampa Bay, and on the south by 57th Avenue South and Bahama Shores Drive.

2. Land Use & Transportation

3. Homeless Leadership Board

4. Public Arts Commission

5. Tampa Bay Regional Planning Council

6. Sewer Report
(a) Approving the renewal of blanket purchase agreements with All American Concrete, Inc. and Rowland, Inc. for unscheduled repairs for the Water Resources Department and Engineering Department, at a total contract amount of $750,000 for FY 2018/2019. (Engineering Project No. 18031-211).

(b) Approving the renewal of blanket purchase agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc. for industrial maintenance and repair services for the Water Resources Department, at an estimated annual cost of $200,000, for a total contract amount of $700,000.

(c) A resolution accepting Partial Control Estimate #6 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $1,391,004; providing the total amount for the Partial Control Estimates for project 17053-111 shall not exceed $8,235,150; authorizing the Mayor or his designee to execute the Eighth Amendment to incorporate the above referenced Partial Control Estimate into the Construction Manager Contract between the City of St. Petersburg, Florida, and PCL Construction, Inc. dated April 17, 2017, as amended, and providing an effective date.

(d) A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-08-AUS/W (“Task Order”) to the architect/engineering agreement between the City of St. Petersburg, Florida (“City”) and Arcadis U.S. Inc. (“A/E”) dated December 13, 2016 for A/E to provide project management, assessment and gap analysis, and distribution system water quality audit report in an amount not to exceed $189,920.00 (ECID Project No. 18130-111; Oracle No. 16637); and providing an effective date.

7. A resolution by City Council approving the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan.

8. A Resolution accepting Addendum No. 2 submitted by Ajax Building Corporation (“Ajax”) to the Guaranteed Maximum Price (“GMP”) proposal dated May 26, 2017, for the Police Facility/EOC Project to increase the owner’s contingency in the amount of $250,000; providing that the total GMP shall not exceed $61,858,374; authorizing the Mayor or his designee to execute the Fourth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015, as amended, to incorporate Addendum No. 2 to the GMP proposal into such agreement, as amended; and providing an effective date. (ECID Project No. 11234-018; Oracle No. 12847)

9. Pier Report

(e) Approving the First Amendment to the Artist Agreement between the City of St. Petersburg, Florida (City) and Janet Echelman, Inc. (JEI) to extend the deadlines for JEI to commence and complete fabrication and delivery of the artwork and to modify the payment schedule; authorizing the Mayor or his designee to execute the First Amendment; approving a supplemental appropriation in the amount of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from donations from private persons and entities to fund the artwork to the Mayors Office Department, Office of Cultural Affairs (020-1777); approving a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Arts in Public Places Fund (1901), to the Mayors Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for fees and costs to order materials necessary for fabrication. [DELETED]
10. Tampa Bay Water (Councilmember Rice)

11. Accepting a bid from American Empire Builders, Inc. for the Municipal Marina - South and Central Yacht Basins Structural Rehabilitation Project, in the amount of $1,841,000 (ECID Project Number 16111-119; Oracle Number 15619).

12. Update Regarding St. Petersburg Housing Authority Declining to Participate in Committee of the Whole Meeting

F. New Business

G. Council Committee Reports

H. Legal

1. Resolution approving the retention of Free Speech For People, Inc. and Garvey Schubert Barer, P.C. as special legal counsel to the City to perform legal services in the future related to Campaign Finance Litigation (Ordinance 306-H).

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

Public Hearings

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

1. Ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (“LDRs”), streamlining the procedures for approving development projects including more than six (6) workforce housing units. (City File LDR-2018-02)

2. Ordinance 351-H amending section 26-168 relating to Residential Parking Permits; extending the Northeast area, Zone 4 of the Parking Permit Program and prohibiting parking for over two hours without a parking permit for parking in that portion of the City between Third Street North and Beach Drive Northeast and Eighth and Ninth Avenues; and providing an effective date.

First Reading and First Public Hearings

Setting November 29, 2018 as the second reading and second public hearing date for the following proposed Ordinance(s).

3. An ordinance enacting year-end appropriation adjustments for Fiscal Year 2018 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the Fiscal Year 2019 Budget.

Quasi-Judicial Proceedings

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

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"
The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

4. Ordinance 114-HL approving an owner-initiated application for the designation of Driftwood Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places. (City File HPC 17-90300006)

J. Open Forum

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

2. A resolution by the St. Petersburg Community Redevelopment Agency recommending City Council approve the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan.

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

(Procurement)

1. Accepting a bid from American Empire Builders, Inc. for the Municipal Marina - South and Central Yacht Basins Structural Rehabilitation Project, in the amount of $1,841,000 (ECID Project Number 16111-119; Oracle Number 15619). [MOVED TO REPORTS AS ITEM E-10]
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the renewal of agreements with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Vansnax Distributors, Inc. for food and beverages for resale, at an estimated annual cost of $60,000, for a total contract amount of $320,000.

2. Approving the purchase of fueling stations and a fuel management system from Gilbarco Veeder-Root for the Fleet Management Department, at a total cost of $198,642.60; and approving a supplemental appropriation in the amount of $198,643 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2517).

3. Approving the purchase of ruggedized laptops, tablets, and docking stations from PCN Strategies, Inc. for the Fire and Rescue Department, in the amount of $152,341.75.

4. Approving the renewal of a blanket purchase agreement with Tri-J. Co. Towing and Recovery, Inc. for vehicle towing and storage services for collision-damaged, illegally parked, confiscated and City vehicles, in the amount of $20,000, for a total contract amount of $50,000.

(City Development)

5. A resolution approving an Interlocal Agreement with an initial term beginning on December 1, 2018 and ending on September 30, 2022 with one four-year renewal option, between the City of St. Petersburg and Forward Pinellas for planning and mapping services and/or special project work on an as-needed and as-available basis; authorizing the Mayor to execute the Interlocal Agreement; and providing an effective date.

6. A Resolution approving an agreement with the Pinellas Suncoast Transit Authority for the funding, installation, and warranty of bus shelters at locations that do not meet PSTA’s criteria for bus shelter placement or replacement for a period commencing on the effective date of the agreement and terminating five years from the date the last shelter is installed, at a total cost to the city of $205,610.26; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

7. 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 upgrades for the Land O’ Lakes power substation, located at approximately 2310 Permit Place, Lutz, Florida.
8. Authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with Orange Belt Station, LLC., a Florida limited liability company, providing for an extension of the Due Diligence Period to March 1, 2019.

9. Authorizing the Mayor, or his designee, to execute (i) a twelve (12) month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Tricera Eastman, LLC, a Delaware limited liability company, for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; (ii) an amendment to the Parking Management Agreement ("Agreement") with Central Parking System of Connecticut, Inc., (commonly known as "SP+") for the purpose of incorporating that parking facility into the scope of services of the existing Agreement; and (iii) approving a supplemental appropriation in the amount of $143,250 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245).

(Leisure Services)

(Public Works)

(Appointments)

10. Confirming the appointment of Shannon Burton-Fernandez as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.

11. Confirming the Reappointment of Wayne N. "Skip" Fraser as a member of the Health Facilities Authority to serve a four-year term ending December 31, 2021.

12. Confirming the Reappointment of William C. Johnson as members of the Health Facilities Authority to serve a four-year term ending December 31, 2021.

13. Confirming the Appointment of Viera Vorasam to replace Mary Hilton Cross, retired, as a member of the Health Facilities Authority to serve the remainder of Mrs. Cross's four-year term ending December 31, 2021.

14. Confirming the Appointment of Maryanne Rouse to replace John Green, deceased, as a member of the Health Facilities Authority to serve the remainder of Mr. Green’s four-year term ending December 31, 2019.

(Miscellaneous)

15. A resolution approving an agreement between the city of St. Petersburg, Florida, and Sherilyn Bailey d/b/a Xenobia Bailey ("Artist"), for Artist to design, fabricate, and install a piece of art entitled Morning “Stars” on the north side of the screen wall structure at the St. Pete Pier™ ("Screen Wall") for a firm fixed price of $200,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Morning “Stars”; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $310,500 from the Pier Visioning Project (11988); approving a transfer in the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the transfer above, to the Mayor’s Office, Cultural Affairs Division (020-1777); authorizing
the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions.

Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, November 15, 2018, 8:00 a.m., Room 100*

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

**Health, Energy, Resiliency & Sustainability Committee**  
*Thursday, November 15, 2018, 10:30 a.m., Room 100*

**Youth & Family Services Committee [CANCELLED]**  
*Thursday, November 15, 2018, 1:30 p.m., Room 100*

**Committee of the Whole: St. Petersburg Housing Authority**  
*Thursday, November 15, 2018, 1:00 p.m., Room 100*

**City Council Meeting: 1st Budget Cleanup**  
*Thursday, November 15, 2018, 3:00 p.m., Council Chamber*

**Budget, Finance & Taxation Committee**  
*Thursday, November 29, 2018, 8:00 a.m., Council Chamber*

**Public Services & Infrastructure Committee**

**Housing, Land Use & Transportation Committee**

**CRA / Agenda Review**

**City Council Meeting: 2nd Budget Cleanup**  
*Thursday, November 29, 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 amending Section 27-557 of the City Code related to Sanitation charges; amending the eligibility criteria for qualification for once-per-week single-family residence monthly charges; adding a condition for revocation of the once-per-week collection service; and providing an effective date. Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Amending Section 27-557 of the St. Petersburg City Code to modify eligibility for once-a-week residential collection, including a condition for revocation of the service.

REQUEST: First reading of the attached ordinance and setting the second reading and public hearing for December 6th, 2018.

BACKGROUND: Section 27-577(a)(2) of the St. Petersburg City Code currently provides residential solid waste customers the opportunity to have once-a-week solid waste collection if the household meets specific criteria. The criteria include: household size, parcel size and water usage. Currently, 1,530 customers participate in once-a-week service, which reduces their annual sanitation bill by $58.56.

The purpose of the proposed amendment is to allow more households to qualify for the once-a-week program. This purpose will be achieved by eliminating the requirement that participants have to occupy a parcel that is 8,500 square feet or less. A significant majority of the applications that are denied for once-a-week service are a result of the household having a parcel size over 8,500 square feet. In addition to eliminating the lot size requirement, the proposed ordinance reinstates a recycling requirement and provides for revocation of the once-a-week service if the requirements are not met for three (3) consecutive months.

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Recommended City Council Action:

1. CONDUCT the first reading of the proposed ordinance; and
2. SET the second reading and adoption public hearing for December 6th, 2018.

Housing Affordability: The proposed ordinance will reduce housing costs for households that qualify to participate in once-a-week solid waste collection.

Attachments: Ordinance

Approvals: 

Administration: 

Budget: 

Devis C. Fuller 10.22.18
AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING SECTION 27-557 OF THE CITY CODE RELATED TO SANITATION CHARGES; AMENDING THE ELIGIBILITY CRITERIA FOR QUALIFICATION FOR ONCE-PER-WEEK SINGLE-FAMILY RESIDENCE MONTHLY CHARGES; ADDING A CONDITION FOR REVOCATION OF THE ONCE-PER-WEEK COLLECTION SERVICE; AND PROVIDING AN EFFECTIVE DATE

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. Section 27-557(a)(2) of the St. Petersburg City Code is hereby amended to read as follows:

(2) Ninety-gallon bulk garbage container service (once-per-week).

a. Once-per-week collection status will be made available. To qualify, the customer must make application to the POD, and meet all of the following criteria:

1. Have a single-family residence;
2. Have a household consisting of only one or two persons;
3. Have a lot size of 8,500 square feet or less Participate at least once per calendar month in the city-wide recycling program; and
4. In the billing month, have water consumption of 5,000 gallons or less. If water consumption exceeds 5,000 in a given month, then the twice-per-week rate shall apply.

The once-per-week status will be granted to customers who share a large automated bulk garbage container if they meet the criteria of this subsection (a)(2)a.

b. Single-family residence, once-per-week, monthly charge ..... 18.62

c. Once a week garbage collection service will be withdrawn and twice a week garbage service instituted at the prescribed charge therefor upon 15 days' written notice to the customer (occupant or owner) with the notice provided by regular United States mail or by delivery to the premises served. Notice shall be complete upon mailing or delivery. Such notice shall be given if the POD determines that one of the following has occurred in connection with the once a week service:

1. A potential or actual health hazard or odor problem has occurred or is occurring due to the once a week garbage service; or
2. Sufficient material is being placed in the container that once a week service is not adequate for removal.
3. The customer has not met the criteria for once-per-week collection listed in subsection (a)(2)a for three consecutive months.

d. The owner or occupant given such notice may appeal the decision to withdraw once a week service by giving written notice thereof in the manner and to the person prescribed in the notice of withdrawal of once a week service along with payment of the prescribed fee therefor. The notice of appeal must be actually delivered to and stamped received by the POD within ten days of the date of mailing of the notice of withdrawal of once a week service.

The Mayor shall by administrative regulation provide for the processing of appeals including the amount of the fee therefor and who shall determine appeals. All appeals shall be determined according to the evidence presented. The appellant and the POD shall have a right to be present and present evidence and be heard. The strict rules of evidence shall not apply.

e. If once a week garbage service has been withdrawn as provided herein it shall not be reinstated until one year has elapsed and then only upon proper application.

Section 2. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

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

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

Approved as to Form and Content:

City Attorney (designee)

DOC 00406611
The following page(s) contain the backup material for Agenda Item: A First Amendment to Settlement Stipulation Development Agreement with Westminster Shores, Inc., generally located east of 2nd Street South, bounded on the north by Little Bayou, on the east by Tampa Bay, and on the south by 57th Avenue South and Bahama Shores Drive. Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council
FROM: Elizabeth Abernethy, Director, Planning & Development Services Department
SUBJECT: First Amendment - Westminster Shores Settlement Agreement

BACKGROUND:
Westminster Shores is a senior living community located on approximately 21 acres of land at 125 56th Avenue South, in the Bahama Shores neighborhood. In 2008, the City and Westminster Shores, Inc., agreed to a Settlement Stipulation Development Agreement (attached), which resolved pending litigation pertaining to the City Council’s reversal of the Environmental Development Commission’s (EDC) Phase 1 site plan approval. With an effective date of April 21, 2008, the intent of the agreement was to provide an additional level of clarification, compromise and certainty with the surrounding neighbors and neighborhoods, as well as the City, regarding the future development of the overall property, proposed to be developed in seven (7) phases with a total of 306 units.

The first three (3) phases have been completed and four (4) phases remain, see attached Westminster Shores Master Development Plan-Overall Site Plan (First Amendment, Exhibit A).

REQUEST:
During the design development phase for the fourth phase, the owner, Westminster Shores, Inc. determined that the originally anticipated and approved gross floor area and associated Floor Area Ratio (FAR) for the combined phases would not be adequate to develop the 309 residential units approved for the overall parcel, necessitating the need for the proposed amendment to the agreement and the master site plan, (attached). The amendment will allow an increase in the maximum allowable gross floor area from 425,797 square feet to 671,515 square feet and the associated Floor Area Ratio from 0.50 to 0.75 to accommodate these units, along with the non-residential support buildings. There is no change to the proposed number of residential units.

The owner has submitted a concurrent application requesting approval of a modification to the previously approved site plan to modify the allowable gross floor area for residential and non-residential buildings, with no change to the previously approved 309 units. This application is scheduled to be heard before the Development Review Commission on December 5, 2018.

RECOMMENDATION:
Staff recommends APPROVAL.
Neighborhood/Public Input: In accordance with the modification procedures specified in the agreement (page 6, Section 17), in May 2018, the Bahama Shores, Bayou Bonita neighborhood associations and the Greater Pinellas Pointe civic association were notified by the applicant that an amendment to the 2008 Settlement Stipulation had been prepared. A copy of the amendment was provided to each association. The applicant met with the Bahama Shores Neighborhood Association to discuss the proposed amendment and modifications to the master plan. On September 21, 2018, the Bahama Shores neighborhood association confirmed concurrence with the final version of the amendment. City staff did not receive any visitors, phone calls or emails.

Notices for this City Council meeting with the final proposed amendment were mailed by staff to the Bahama Shores, Bayou Bonita and Greater Pinellas Pointe neighborhood associations.

Development Review Commission: As noted, the DRC is scheduled to hold a public hearing on Wednesday, December 5, 2018 pertaining to the proposed modification to the site plan. Notices for this meeting are to be mailed by the applicant to the Bahama Shores, Bayou Bonita neighborhood associations, the Greater Pinellas Pointe Civic association, and all owners of property located within 300-feet of Westminster Shores.

Attachments: City Council Memo, March 17, 2008; Settlement Stipulation Development Agreement; First Amendment to the Settlement Stipulation Development Agreement (Westminster Shores) with the Master Development Plan-Overall Site Plan, as Exhibit A
MEMORANDUM
City of St. Petersburg, Florida

TO: The Honorable Chair and Members of the City Council;
   Mayor Rick Baker

FROM: Al Galbraith, Assistant City Attorney

RE: Westminster Shores, Inc. v. City of St. Petersburg

DATE: March 17, 2008

This matter relates to the City Council decision on June 7, 2007, on the appeal from the
Environmental Development Commission’s approval of site plan modifications for the
Westminster Shores property. The property consists of approximately 20.6 acres generally
located east of Second Street South, bounded on the north by Little Bayou, on the east by Tampa
Bay, and on the south by 57 Avenue South and Bahama Shores Drive, with the Bahama Shores
neighborhood to the south.

At the conclusion of the hearing, the City Council reversed the EDC’s decision in response to
objections from the neighbors, whose objections were based primarily upon the density of the
facility and the height of the buildings. That decision precipitated two actions by the property
owner. One was a lawsuit, Westminster Shores v. City of St. Petersburg, Case No. 07-0034AP-
88A (Sixth Judicial Circuit). This action has been abated while the other action, a Request for
Relief under Section 70.51, Florida Statutes, ran its course.

The purpose of a Request for Relief under Section 70.51, F. S., is to bring the parties together
before a Special Magistrate to explore a resolution of disputed matters. This required that the
property owner and the City agree to a Special Magistrate, and we agreed to retain the services
of Attorney David P. Persson for that purpose.

The neighbors have met with representatives of the property owner, and with each other,
numerous times to discuss whether the issues important to them could be resolved. As a result,
the neighbors and the owner have reached an agreement on the essential terms by which the
litigation can be settled and the various issues arising from the proposed redevelopment of the
property can be resolved. The agreement is in the form of the “Settlement Stipulation
Development Agreement Term Sheet,” a copy of which is attached to the letter from Mr.
Persson dated March 3, 2008, addressed to the Mayor, the Chairman of the City Council, and
the City Clerk, and to this memorandum.

The statute requires that the Special Magistrate is to make a recommendation to the City
Council, after which you may accept, modify or reject the recommendation. Mr. Persson’s
letter stops short of making a recommendation, but it goes without saying that, when the parties

For March 6, 2008, agenda
have resolved their differences in a dispute such as this, the implicit recommendation is to accept it. I have conferred with Julie Weston regarding the terms of the settlement and I can speak for her in saying that we recommend approval of the agreement.

This is not a "development agreement" of the kind authorized by Florida law that you have seen before, although it has a term of 20 years which is consistent with the law that authorizes development agreements. Rather, it is an agreement by which pending litigation is to be resolved, and it imposes terms and conditions which the EDC (now, the DRC) and the City Council could impose if you were to approve the application for site plan modifications.

At the risk of oversimplification, the highlights of the agreement include the following, not necessarily in order of importance:

1. It covers the entire property, not just the northwest corner of it, and it provides a conceptual site plan for the entire property.

2. It includes a plan to redevelop the property in phases. Phase 1 is the northwest corner of the property. The phases may be constructed in any order or combination.

3. It recognizes the current NSM-1 zoning district and RM land use plan category. However, for Phase 1, the "old" land development regulations applicable to the former RM 12/15 zoning district and RM land use plan category will apply - except that specific setbacks and height limits are incorporated in the agreement along with certain other restrictions. (See (a) - (e) on page 2 of the agreement.) For the remaining phases, the agreement incorporates restrictions on building heights, setbacks, building design, public access, a total floor area ratio of 0.5, a maximum of 306 dwelling units, and limits on construction activities.

4. The layout for the locations of the proposed uses is subject to the conceptual site plan and to site plan review in accordance with the Land Development Regulations. The site plan shows the locations of buildings, setbacks, points of public access, and site vista corridors, among other details.

5. The agreement calls for the owner to install landscaping buffers, to be maintained by the Bahama Shores Neighborhood Association, but this is not an obligation; if the Association fails to maintain the landscaping, the owner will not be responsible for maintenance of it.

Recommendation: Approve the agreement.

Copies:
Tish Elston, City Administrator
John C. Wolfe, City Attorney
Mark A. Winn, Chief Assistant City Attorney
Eva Andujar, City Clerk
Julie Weston, Director, Development Services
Dear Mayor Baker, Chairman Bennett and Ms. Evanjur:

As you may recall, Westminster Shores filed a Request for Relief pursuant to Section 70.51 Florida Statutes. I had the privilege of being selected as the Special Magistrate for that proceeding.

I am pleased to report that the parties have resolved their differences and, to that end, enclosed is a Settlement Agreement approved by the parties and counsel for the neighborhood association at a public meeting on February 14, 2008. I would like to compliment the diligence, effort, and attitude of the property owner, the neighbors, the
City, and their counsel which brought about this possible resolution. I am honored to have played a minor part in this effort.

I offer this for your consideration. Should you have any questions, I would be pleased to address them.

Respectfully,

David P. Persson

DPP/dgb
Enclosure

cc: Marilyn Healy
    M. A. Galbraith
    Paul C. Scherer
SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT

Parties: WESTMINSTER SHORES, INC., a Florida corporation (hereinafter "Owner") and the CITY OF ST. PETERSBURG, FLORIDA (hereinafter the "City").

General: The intent of this Settlement Stipulation Development Agreement (the "Agreement") is to provide an additional level of clarification, compromise and certainty with the surrounding neighborhood communities and the City for the future development of the 20.62 acre Westminster Retirement Community property (the "Overall Property") and to reach a resolution to the lawsuit filed by Owner in connection with the Phase 1 Site Plan (the "Litigation"), including the pending Special Magistrate Chapter 70.20 (Florida Statutes) proceeding, whether or not it such matters were asserted or not in the Litigation. The Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Overall Property.

Effective Date and Duration. This Agreement shall not be effective until all necessary City approvals for the Agreement have been granted by the City and the related appeal periods have expired and a final order is issued in the Litigation which incorporates said terms (the "Final Order"). The term of the development obligations set forth herein shall be for twenty (20) years commencing from the date of the Final Order.

Permitted Development Uses and Building Intensities

(a) Permitted Development Uses. The Overall Property is currently zoned NSM-1 – Neighborhood Suburban Multi-Family and holds a City Comprehensive Land Use Designation of Residential Medium (RM). The Overall Property may be used for the purposes permitted in the applicable zoning districts and matrix, subject to the additional limitations and conditions set forth in this Agreement.

(b) The Overall Property shall be developed in seven (7) phases, along with a core area for a chapel, one residential building, and a central energy plant (the "Core Area"). Owner, in its sole discretion, shall be entitled to construct any phase or portion thereof, or combine phases, in any order and in any sequential combination, subject to the terms and conditions of this Agreement and the City Land Development Regulations – Large Tract Development, except as otherwise modified herein.

(c) Limitations and Conditions on Use. A conceptual site plan for the Overall Property (the "Overall Site Plan") is attached hereto and incorporated herein as Exhibit A. The Overall Site Plan is conceptual, except as otherwise provided in this Agreement, in order to provide a layout for the general locations of the proposed uses. The layout shall be subject to site plan review (except as otherwise provided in this Agreement) in accordance with existing procedures and requirements as established by the City’s Land Development Regulations. In addition to the foregoing requirements, Owner and the City agree that the
following obligations, limitations and conditions shall apply to any master site plan approved for the Overall Property:

(1) Phase 1. Phase 1 shall be developed pursuant to those certain construction plans and specifications previously submitted for permitting, which shall be modified to incorporate (a) – (e) below, all in accordance with the former City of St. Petersburg Land Development Code (Chapter 16) and the former City of St. Petersburg Zoning Ordinance (Chapter 29) for the RM-12/15 Residential Multifamily District (together, the "Former City Land Development Code") and the Residential Medium ("RM") Future Land Use Map designation as set forth on Exhibit B (attached hereto and incorporated herein), except as set forth below and as depicted on the Overall Site Plan (Exhibit A) and the modified "First Floor Plan" as depicted on Exhibit C, attached hereto and incorporated herein:

(a) The waterfront setback shall be 75 feet. The setback on the western boundary adjacent to the park shall be 35 feet from the west. All other setbacks shall be as required by the RM12/15 zoning district in the Former City Land Development Code criteria.

(b) The height of the building shall be a maximum height of 45 feet from the FEMA base flood elevation to the beginning of the roof line (3 stories over 1 story parking), except that the height of the "maintenance segment" of the building shall be 14 feet from the FEMA base flood elevation to the beginning of the roof line, as more fully depicted on Exhibit D, attached hereto and incorporated herein.

(c) The front loading area shall be accessed from the east and have a solid wall on the south setback line. Additional buffer plantings shall be added to the west side of the service area to provide additional buffering to the adjacent neighborhood properties, as more fully depicted on the modified "First Floor Plan" (Exhibit C).

(d) The design of the structure shall be substantially similar to the renderings set forth on Exhibit D.

(e) Owner agrees to install a landscape buffer with Native vegetation within that portion of the setback area adjacent to the neighborhood park to the west.

(2) Phases 2 -7 and the Core Area:

(a) Heights:
(i) Phase 2: a maximum height of 52 feet measured from the FEMA base flood elevation to the beginning of the roof line. (4 stories over 1 story parking).

(ii) Phase 3: a maximum height of 52 feet measured from the FEMA base flood elevation to the beginning of the roof line. (4 stories over 1 story parking).

(iii) Phase 4a: a maximum height of 65 feet measured from the FEMA base flood elevation to the beginning of the roof line. (5 stories over 1 story parking).

(iv) Phase 4b: a maximum height of 52 feet measured from the FEMA base flood elevation to the beginning of the roof line. (4 stories over 1 story parking).

(v) Phase 5a: a maximum height of 42 feet measured from the FEMA base flood elevation to the beginning of the roof line. (3 stories over 1 story parking).

(vi) Phase 5b: a maximum height of 31 feet measured from the FEMA base flood elevation to the beginning of the roof line. (2 stories over 1 story parking).

(vii) Phase 6: within the buffer area: a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line (2 stories with ground parking), and outside of the buffer area: a maximum height of 34 feet measured from the FEMA base flood elevation to the beginning of the roof line (3 stories with ground parking), such allowable heights in the areas as depicted in the Overall Site Plan.

(viii) Phase 7: a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line. (2 stories with ground parking) and except as stated below, building structures shall match the predominate building, setbacks and scale of the structures allowed by the City’s Land Development Regulations in the block face across the street and shall not be connected to structures within the interior. Notwithstanding anything in this section (c) (2) (viii) to the contrary, Owner shall be able to construct buildings to a maximum height of 24 feet measured from the FEMA base flood elevation and shall be able to connect the buildings with an enclosed walkway or covered breezeway structure.
(ix) Core Area: The Residential building shall be a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line. The chapel and central utility plant shall be a maximum height of 24 feet measured from the FEMA base flood elevation to the beginning of the roof line.

(3) With the exception of Phase 1, Phases 2-7 shall be designed in accordance with and pursuant to the requirements set forth below, the FEMA Flood Insurance Map designations, and the City Land Development Regulations in effect as of January 11, 2008.

(4) Owner shall be entitled to combine phases in any order; however, Owner shall maintain a Floor Area Ratio no greater than .5 for the Overall Site Plan. The Phases and related building locations shall be in accordance with the setback requirements in the City Land Development Regulations and this Agreement. Owner shall be entitled to adjust the building footprints shown on the Overall Site Plan, such deviation not to exceed 13%. Subject to the limitations set forth in this Agreement, Owner shall be able to move Phase Boundaries depicted on the Overall Site Plan if necessary for construction exigencies; provided that Owner shall not be entitled to combine buildings across the Phase Boundaries.

(5) Redevelopment of the Overall Parcel shall be limited to a total of 306 Dwelling Units, with accessory structures/ancillary uses as provided by the City’s Land Development Regulations and related use matrix. Further, the actual unit number and square footage of such units developed on each phase shall be at Owner’s sole discretion for a total amount not to exceed 309 units for the Overall Parcel, as limited by the City’s Land Development Regulations and this Development Agreement. The design of the structures shall be substantially similar to the renderings set forth on Exhibit D.

(6) The final "Master Site Plan" for the Overall Parcel shall clearly identify: (i) the points of controlled neighborhood pedestrian access around the Overall Property perimeter; (ii) shall maintain public access in the existing configuration of 56th Ave. and Bahama Shores Dr.; and (iii) maintain "Site Vista Corridors", all as shown on the Overall Site Plan (Exhibit A). Owner, in its sole discretion, shall be able to implement security and other measures necessary to protect the health, safety and welfare of the residents, not otherwise inconsistent with this Agreement.

(7) Construction activities shall be conducted pursuant to the applicable City ordinances and the attached "Construction Protocols", as more fully described on Exhibit E, attached hereto and incorporated herein. Subject to "Force Majeur/Acts of God" conditions, Owner shall have a fourteen (14) month active construction timeframe to be computed.
commencing from the start of foundation construction activities. Further, owner shall maintain a construction "respite" of a minimum of nine (9) months between the City's issuance of Certificate of Occupancy for the newly constructed phase and the commencement of the foundation work on any subsequent phase. In the event that owner elects to construct more than one phase simultaneously, Owner shall have an eighteen (18) month active construction timeframe to be computed commencing from the start of foundation construction activities and shall maintain a construction respite of thirteen (13) months between the City's issuance of a Certificate of Occupancy for the phases and the commencement of the foundation work on any subsequent phase. Owner may conduct single demolition activities, such not to exceed two (2) continuous weeks without violating this requirement. The foregoing "constructive" and "respite" timeframes may be modified by the mutual agreement of the Owner, the Bahama Shores Neighborhood Association and the Bayou Bonita Neighborhood Association. Notwithstanding the foregoing time frames, Owner shall be entitled to commence emergency construction activities necessary to protect the health safety and welfare of the Westminster Residents in the event of an Act of God.

(8) After the Effective Date of this Agreement and related Stipulation, the City shall expeditiously process the Phase 1 site plan and Phase 1 building construction plans pursuant to this Agreement and without further public hearings.

(9) The City hereby finds that Phases 1-7 and the Core Area of the proposed development as contemplated and limited by this Development Agreement are compatible with the adjacent neighborhood properties.

(10) Assuming that Owner complies with the City Land Development Regulations and the building and site design requirements herein, the City shall timely process and issue the applicable governmental approvals and permits for Phases 2-7 and the Core Area, without further public hearings.

(11) For the Term of this Development Agreement, the obligations imposed pursuant to this Agreement upon the Owner and the Property shall run with and bind the Property as covenants running with the land. This shall be binding upon and enforceable by and against the parties hereto, their successors, grantees and assigns, and a copy of the Final Order shall be recorded among the Public Records of Pinellas County, Florida. Nothing in this Agreement shall be deemed a dedication of any portion of the Overall Property to the public.

(12) This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that Pinellas
County, Florida, is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

(13) Owner shall engage a qualified urban planner to assist in the design planning aspects related to the development of the Core Area and Phases 2 – 7. Further, Owner agrees to provide the site/design plans for each phase of the Overall Concept Plan to the Bahama Shore Neighborhood Association for review and comment prior to filing with the City.

(14) Subject to receiving the City's approval, Owner agrees to install and maintain a landscaping buffer on Owner's property and the City's right-of-way property located adjacent to 4th Street and between 55th Ave. and 57th Ave. in the area shown on Exhibit F. Owner's landscaping shall be substantially similar to the Bahama Shores entryway landscaping along 4th Street to the south. Notwithstanding the forgoing, if the Association fails to maintain the Association's landscape areas shown on Exhibit F, Owner shall be relieved of this obligation. If any of the areas shown in the new landscape area shown on Exhibit F are not owned by either the Owner or the City, Owner shall not be responsible for obtaining any approvals related to other property owners and not required to install landscaping in those areas.

(15) Owner and City agree to execute all necessary agreements, stipulations or other documents which reflect the obligations set forth herein and which are required to settle or dismiss the pending lawsuit between the City and Owner.

(16) The Owner agrees to conform to all applicable environmental rules and regulations in effect at the time of permit application for each phase. Native and natural vegetation will be utilized wherever possible and appropriate. Water conservation will be emphasized.

(17) Nothing in this Development Agreement shall prohibit Owner from requesting an amendment or modification to the terms and conditions of this Agreement. Any such amendment shall be processed according the requirements of the City's Land Development Regulations and City Council, including modification of the Final Order, as appropriate. Owner shall give prior written notice of any such request to the Bahama Shores Neighborhood Association. The Bahama Shores Neighborhood Association shall have thirty (30) days from receipt of such notice to concur or object to the Amendment and shall give the City written notice of same. In the event that such concurrence cannot be obtained, the City and the Owner agree to participate in a dispute resolution/mediation process before a Special Magistrate or an approved Pinellas County Circuit Court Mediator, prior to proceeding to City Council with said
amendment. Additionally, Owner agrees to provide a courtesy notice to the Greater Pinellas Point Civic Association and Bayou Bonita Neighborhood Association of all matters in this Agreement which the Bahama Shore Neighborhood Association receives notice.

(18) All notices and communications required to be given under this Agreement shall be in writing and mailed by certified or registered mail or by Federal Express or other similar overnight delivery to the City, Owner and Associations as shown below:

City: City of St. Petersburg
Attn: Al Galbraith, Esq.
Municipal Services Center
One 4th Street North
St. Petersburg, FL 33731

Owner: Westminster Shores, Inc.
Attn: Roger Stevens, Senior VP and Chief Operating Officer
Westminster Services
80 West Lucerne Circle
Orlando, FL 32801

With a copy to:
Bahama Shores Neighborhood Association
Attn: Kathleen L. Michaels, President (until ____________)
6215 Bahama Shores Drive S.
St. Petersburg, FL 33705

With a copy to:
Bayou Bonita Neighborhood, Inc.
Registered Agent: Paul C. Scherer
2255 5th Ave. North
St. Petersburg, FL 33713

and/or

Bahama Shores Neighborhood Association
Attn: Pam Gaylor, President (beginning ____________)
6000 2nd Street S.
St. Petersburg, FL 33705

With a copy to:
Greater Pinellas Point Civic Association
Attn: Barbara Hawkins, President
P.O. Box 16502
St. Petersburg, FL 33733

[SIGNATURES ON NEXT PAGE]
ATTEST:

City Clerk

Approved as to form and legality
By Office of City Attorney

WITNESSES:

[Signatures]

Print Name

[Signatures]

Print Name

CITY:

CITY OF ST. PETERSBURG, FLORIDA

By:

Date:

OWNER:

WESTMINSTER SHORES, INC.,
a Florida corporation

By:

Print Name: Roger A. Stevens
Title: Sr. V.P. & Chief Operating Officer
Date: 2-27-08
Chapter Three, Future Land Use Element
City of St. Petersburg Comprehensive Plan

3. **Residential Low Medium (RLM)** - allowing low to moderately intensive residential development not to exceed 10.0 dwelling units per acre; residential equivalent uses not to exceed 3 beds per dwelling unit; and non-residential uses allowed by the land development regulation up to a floor area ratio of 0.50. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

4. **Residential Medium (RM)** - allowing medium density residential uses not to exceed 15 dwelling units per net acre; Residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.5. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

5. **Residential High (RH)** - allowing high density residential uses not to exceed the 30 units per net acre; Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.6. Application of this category shall be limited to areas within or adjacent to activity centers. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

6. **Residential Very High (RVH)** - allowing high density residential uses not to exceed the maximum density provided in the adopted land development regulations; residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.6. This category shall not be applied without development of, and CPA approval of a special area plan designating the property as a very high density residential area. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

LU-5
Revised 10/19/06
ARTICLE V - DIVISION 11
RM-12/15 RESIDENTIAL MULTIFAMILY DISTRICT

Sec. 29-441. Purpose and Intent.

(a) The RM-12/15 Residential Multifamily District is intended for residential areas of medium density of up to 12 units per acre; and with additional density of up to 15 units per acre obtainable through utilization of Transfer of Development Rights (TDR). For the purpose of establishing relative intensity and potential impacts, the residential equivalent uses (see Definitions, Sec. 29-2) are based on the number of beds per dwelling unit at the permitted density.

(b) Developments in this zoning district which are also located within a designated Community Redevelopment Area, as such area is defined in F.S. ch. 163, shall be reviewed by the Community Redevelopment Agency (see section 29.49) for compliance with adopted redevelopment plans.

Sec. 29-442. Permitted Principal Uses and Structures.

Subject to the provisions or restrictions contained in this section and elsewhere in this chapter, permitted principal uses and structures in the RM-12/15 Residential Multifamily District are as follows. Site Plans for permitted uses and structures with up to 50,000 square feet gross floor area inclusive or up to 60 units inclusive require approval by the Mayor. Uses and structures with more than 50,000 square feet gross floor area or 60 units will require Site Plan approval by the Environmental Development Commission.

(1) Single-Family and Multifamily Development up to 60 dwelling units inclusive.

(2) Community Residential Homes for one to 14 residents, subject to conditions set forth in section 29-219(a) and section 29-219(b).

(3) Special Residential Developments of not more than 60 units.

(4) Public Parks, Playgrounds and Playfields.

(5) Public educational facilities.

Sec. 29-443. Permitted Accessory Uses and Structures.

The following accessory uses and structures are permitted in the RM-12/15 Residential Multifamily District:

(1) Uses and structures which:
a. Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.
b. Do not involve the conduct of a business.
c. Are not of a nature prohibited under section 29.445.

(2) Guest Houses.

(3) Noncommercial docks and boathouses, including tie poles in conformance with chapter 16, article V (Dock Ordinance).

(4) Temporary structures and operations in connection with, and on the site of, building or land preparation developments, including dredging and filling, grading, paving, installation of utilities, construction, erection of field offices, and structures for storage of equipment and building materials, provided a certificate of occupancy shall have been issued therefor.

Sec. 29.444. Permitted Special Exceptions.

After public notice and hearing, and subject to appropriate conditions and safeguards, the Environmental Development Commission may permit the following special exceptions in the RM-12/15 Residential Multifamily District (see article II, division 3):

(1) Multifamily Development greater than 60 dwelling units.

(2) Community Residential Homes for more than 14 residents, subject to conditions set forth in section 29-219(c).

(3) Special Residential Developments of more than 60 units. See section 29-205.

(4) Community Service Clubs when on an arterial or collector street, as identified on the Major Street Map and made part of this chapter; golf courses, recreational uses except those in which the conduct of commercial affairs plays a major part.

(5) Nursing Homes if abutting at least one major street as identified by the Major Street Map and made part of this chapter.

(6) Cemeteries and Columbariums.

(7) Day Care Centers, as an accessory use. Day care centers may be permitted as a principal use when on a major street as determined by the Major Street Map. Outdoor activity areas (i.e., playgrounds) for the day care center shall be visually shielded from a residential district by six-foot high solid decorative walls or fences, in accordance with the fence and wall limitations in section 29-220.

(8) Nongovernmental educational facilities, colleges and universities.

(9) Government Buildings and Uses.

(10) [Reserved]
City Code, Chapter 29

Article V

Division 11 – RM 12/15 Zoning District

(11) Utility Substations.

(12) Off-street Parking Lots, in connection with a contiguous commercial use; in accordance with the specifications of section 29-215.


(14) Churches.

(15) Bed and Breakfast Homes.

Sec. 29-445. Prohibited Uses and Structures.

(a) All uses and structures not of a nature specifically or provisionally permitted herein are hereby prohibited in the RM-12/15 Residential Multifamily District.

(b) Any use which the Environmental Development Commission, upon appeal, and after investigating similar uses elsewhere, shall determine to be potentially noxious, dangerous or offensive to residents of the district or to those who pass on public ways, by reason of odor, smoke, noise, glare, fumes, gas, fire, explosion or emission of particulate matter or likely for other reasons to be incompatible with the character of the district, is hereby prohibited in the RM-12/15 Residential Multifamily District.

Sec. 29-446. Minimum Lot Requirements.

The minimum lot area and width requirements in the RM-12/15 Residential Multifamily District are as follows:

Note: An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses.

(1) Single-Family Dwellings; Community Residential Homes for one to six residents; Bed and Breakfast Homes.

   a. Lot area: 6,500 square feet.
   b. Lot width: 60 feet.

(2) Multifamily Dwellings.

   a. Lot area: 3,630 square feet for each dwelling unit (12 units per acre).
   b. Lot width: 60 feet.

(3) Multifamily Dwellings (with TDR).

   a. Lot area: 2,904 square feet for each unit (15 units per acre).
   b. Lot width: 60 feet.

(4) Community Residential Homes for seven or more residents.

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City of St. Petersburg
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Article V
Division 11 - RM 12/15 Zoning District

a. Lot area: 3,630 square feet for each dwelling unit with 200 square feet of living space per resident.
b. Lot width: 60 feet.

(5) Residential Equivalent Uses.
a. Lot area: Minimum lot area 15,000 square feet (1,452 square feet for each bed).

(5.1) Residential Equivalent Uses With TDR.
a. Minimum Lot Area: 15,000 square feet, 1,161, (square feet per bed.)

(6) Day Care Centers (when permitted as principal uses).
a. Lot area: 10,000 square feet.
b. Lot width: 100 feet.

(7) Churches.
a. Lot area: 1 1/2 acres.
b. Lot width: 150 feet, except that existing churches can be expanded on lots of no less than one acre and a minimum lot width of 120 feet provided minimum off-street parking requirements are met on the entire development.

(8) Schools.
a. Lot width: 300 feet.
b. Lot area:
   1. Elementary: Four acres plus one acre per 100 students and major fraction thereof.
   2. Middle: Six acres plus one acre per 100 students and major fraction thereof.
   3. Senior High: Eight acres plus one acre per 100 students and major fraction thereof.

(9) Community and Governmental Buildings other than Schools.
a. Lot area: One acre.
b. Lot width: 200 feet.

(10) Community Service Clubs.
Lot area: 2 1/2 acres.

(11) All Other Uses. As determined by the Environmental Development Commission for Special Exceptions.

(12) Approved Neighborhood Plans. There are dimensional characteristics of existing neighborhoods related to building lot width and area. Therefore, minimum lot area and width characteristics of neighborhoods with approved Neighborhood Plans may differ from the requirements of this district. The POD may approve residential development that meets lot area and width characteristics and standards identified in approved Neighborhood Plans and said approval shall not constitute a variance. Approval of the lot area shall be based on consideration of the lot area for the majority of the lots within the block and
surrounding blocks of the subject lot. Approval of lot width shall be based on the standards identified in
the approved Neighborhood Plan.

The POD shall notify all property owners within 200 feet of the subject property as shown in current tax
rolls and any other person or group which has on file with the POD a request to be notified. Request for
notification must be renewed on an annual basis. Notification of the application shall be by regular mail
postmarked no later than 10 days prior to action on the application. Public notice of the application shall
be posted on the property at least seven days prior to the action. Notice shall include the earliest date on
which the POD's action may be taken. Any persons may file with the POD, prior to the action, a written
protest to the application. Failure to give notice of review of the application shall not invalidate the action
of the POD. If a protest to the application has been filed, the application will be forwarded to the Board
of Adjustment for review and action. The Board of Adjustment shall follow the notification procedures
required for variances.

Sec. 29-447. Minimum Yard Requirements.

The minimum yard depths in the RM-12/15 Residential Multifamily District shall be as required by this section.
All yards abutting major streets shall be considered front yards.

1. Single-Family Dwellings; Community Residential Homes for one to six residents; Bed and Breakfast Homes.

   a. Front yards: 25 feet.
   b. Side yards: Six feet; 15 feet adjacent to the street. On lots of record of 60 feet or less in
      width, the interior side yard shall be six feet, and the street side yard on corner
      lots shall be 12 feet.
   c. Rear yards: 20 feet; 10 feet for accessory structures.

2. Community Residential Homes for seven to 14 residents.

   a. Front yards: 25 feet.
   b. Side yards: 7 1/2 feet; 15 feet adjacent to the street.
   c. Rear yards: 20 feet; 10 feet for accessory structures.

3. Garage Apartments. Construction of a garage apartment has the same effect on yard requirements as
   construction of any other dwelling unit. A garage apartment or other accessory structure may not be
   located closer to the side lot line than the width of the required side yard, nor closer than 10 feet to the
   rear lot line.

4. Multifamily Development up to and including 10 dwelling units; Community Residential Homes for more
   than 14 residents.

   a. Front yards: 20 feet.
   b. Interior side yards:
      1. Two to six dwelling units: 7 1/2 feet minimum, 20 feet combined.
      2. Seven to 10 dwelling units inclusive: 10 feet minimum, 25 feet combined.
   c. Side yards adjacent to a street: 15 feet.
City of St. Petersburg
City Code, Chapter 29
Division 11 - RM 12/15 Zoning District

Article V

(5) Multifamily Development with more than 10 dwelling units.
   All exterior and interior yards, including between buildings: 20 feet.

(6) Day Care Centers (when permitted as principal uses).
   a. Front yards: 25 feet.
   b. Side yards: 10 feet (interior); 15 feet adjacent to a street.
   c. Rear yard: 20 feet.

(7) Churches.
   a. Front yards: 35 feet.
   b. Side and rear yards: 25 feet.
   c. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(8) Schools; Colleges and Universities.
   a. All yards: 50 feet.
   b. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(9) Community and Government Buildings other than Schools.
   a. Front yards: 35 feet.
   b. Side and rear yards: 50 feet.
   c. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(10) Residential Equivalent Uses.
     All yards: 25 feet.

(11) Community Service Clubs.
     a. All yards: 25 feet.
     b. No use other than off-street parking shall be located in any yard which adjoins a residentially zoned lot.

(12) All Other Uses. As determined by the Environmental Development Commission for Special Exceptions.

(13) Approved Neighborhood Plans. There are dimensional characteristics of existing neighborhoods related to building setbacks related to the rhythm of spacing between buildings (side yard setbacks), front yard setbacks, and alignment of buildings along the block face. Therefore, minimum yard setback characteristics of neighborhoods with approved Neighborhood Plans may differ from the requirements of this district. The POD may approve residential development that meets setback characteristics and
standards identified in approved Neighborhood Plans and said approval shall not constitute a variance. Approval shall be based on the following:

a. Front and side yard setbacks permitted in the neighborhood will be based on the predominate building setbacks established in the block containing the proposed development.

b. Evaluation of building setbacks will also consider the pattern of building setbacks on the block(s) adjacent to the proposed development.

The POD shall notify all property owners within 200 feet of the subject property as shown in current tax rolls and any other person or group which has on file with the POD a request to be notified. Request for notification must be renewed on an annual basis. Notification of the application shall be by regular mail postmarked no later than 10 days prior to action on the application. Public notice of the application shall be posted on the property at least seven days prior to the action. Notice shall include the earliest date on which the POD’s action may be taken. Any persons may file with the POD, prior to the action, a written protest to the application. Failure to give notice of review of the application shall not invalidate the action of the POD. If a protest to the application has been filed, the application will be forwarded to the Board of Adjustment for review and action. The Board of Adjustment shall follow the notification procedures required for variances.

Sec. 29-448. Maximum Floor Area Ratio.

The maximum floor area ratio (F.A.R.) for nonresidential uses shall be .40.

Sec. 29-449. Maximum Impervious Surface Ratio (ISR).

The maximum impervious surface ratios shall be as follows:

(1) Residential uses on lots of less than one (1) acre shall be .60.

(2) Residential uses on lots of one (1) acre or more shall be .55.

(3) Residential equivalent uses shall be .70.

(4) The maximum impervious surface ratio (ISR) for nonresidential uses shall be .65.

Sec. 29-450. Maximum Height of Structures.

The maximum height of structures in the RM-12/15 Residential Multifamily District shall be 35 feet. For each two feet of additional height, one additional foot of yard measured at the ground on all sides is required (see section 29-193 for Height Limitations); and subject to Airport height guidelines.

Sec. 29-451. Off-Street Parking, Loading Requirements.

The minimum off-street parking and off-street loading requirements in the RM-12/15 Residential Multifamily District shall be as provided in this section (see Sections 29-197 and 29-198, also Chapter 16, Article IX):
(1) Single-Family. One space for each dwelling unit.

(2) Multifamily Dwellings. 1 1/2 spaces for each dwelling unit.

(3) Community Residential Homes.
   a. With six or fewer residents: Two spaces.
   b. With seven or more residents: Two spaces, plus one space for each three residents.

(4) Residential Equivalent Uses. One space for each 300 square feet of gross floor area.

(5) Day Care Centers (when permitted as principal uses). One space shall be provided for every 10 persons in the day care center. However, in no case shall there be less than two parking spaces on site.

There shall be a drop-off/pick-up area on the site (preferably in the form of a circular driveway) for a minimum of three vehicles in facilities with 20 or fewer persons; for five vehicles in facilities with between 21 and 40 persons; for seven vehicles in facilities with between 41 and 60 persons; and nine vehicles in facilities with more than 60 persons.

(6) Churches. One space for each 200 square feet in congregational seating area (including aisles) in church proper and in Sunday school or other meeting rooms and classrooms. Off-street space shall be provided for taking on and discharging passengers and for formation of automobile processions.

(7) Schools.
   a. Elementary and Middle: Two spaces for each classroom or office room, plus one space for each 150 square feet of seating area (including aisles) in any auditorium or any gymnasium or cafetorium intended to be used as an auditorium.
   b. Senior High, Colleges and Universities: Four spaces for each classroom or office room, plus one space for each 150 square feet of seating area (including aisles) in any auditorium or any gymnasium or cafetorium intended to be used as an auditorium.

(8) Governmental and Community Buildings. Three spaces for each office room, plus one space for each 150 square feet of seating area (including aisles) in any room used for public meetings.

(9) Community Service Clubs. One space for each 100 square feet of gross floor area, or one space for each three seats in any room for assembly, whichever is greater; all parking shall be shielded from view by heavy plantings; no parking shall be permitted in required yards of Community Service Clubs.

(10) Bed and Breakfast Homes. See section 29-222.

(11) All Other Uses. One space for each 200 square feet of gross floor area, or as determined by the Environmental Development Commission for Special Exceptions.

Secs. 29-452—29-460. Reserved.
MEDITERRANEAN STYLE
- VARIED ROOF ELEMENTS AND PLANES
- WALL PLANE BREAKS AND VARIATIONS
- VARIOUS ROOF TEXTURES AND PLANES
- REPRESENTATION STYLES
BUILDING DESIGN GUIDELINES
- SPANISH TILE ROOFING MATERIAL
- VARIETY OF COLORS AND TEXTURES
- TERRACING OF BUILDING HEIGHTS
- VARIETY OF COLORS AND TEXTURES
CONSTRUCTION CONTROL PROTOCOLS

For: Westminster Shores Projects
    St. Petersburg, Florida

Owner shall cause the General Contractor to follow these guidelines on all major construction projects on the Overall Property:

- Normal work hours are Monday through Friday from 7:00 am to 5:30 pm. Work will not occur on State of Florida Holidays.
- No Saturday work without prior authorization from Owner
- Owner shall notify the Bahama Shore Homeowner's Association of general contractor/subcontractor work on weekends
- All Subcontractors must have onsite jobsite supervision
- Construction Projects will be fenced with chain-link fencing material
- Employee parking will be in designated areas inside of the fencing
- All access to the jobsite will be limited to 56th Avenue South
- No Subcontractors or General Contractor employees are to travel in any areas of the neighborhood other than 56th Avenue South
- Constant daily cleanup of each Subcontractor work area is required
- Each Subcontractor is to provide one laborer for every six employees for general jobsite cleanup one day per week

In addition the following rules will be enforced: If construction debris finds its way outside of the fenced construction area, it will be removed immediately. Special attention will be given to keeping the streets in the neighborhood clean. The General Contractor shall have 56th Avenue South policed and cleaned (if needed) for the duration of the project. There will also be a water truck on the jobsite to manage dust control until landscaping is installed.

Safety will be a priority and each General Contractor will provide a job specific safety plan. All work on this project will meet or exceed OSHA standards and will be monitored constantly by the onsite Project Superintendent.

The General Contractor will be required to control the noise and dirt levels of all construction activities and minimize their effect on the neighborhood. If Owner receives any complaints because of the construction activity, the General Contractor will be informed to immediately rectify the situation. Timely meetings will be held at the Bahama Shore Neighborhood Association's request to review any complaints because of the construction efforts.

TPA:589175:1
FIRST AMENDMENT TO SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT
(WESTMINSTER SHORES)

THIS FIRST AMENDMENT TO SETTLEMENT STIPULATION DEVELOPMENT AGREEMENT (this "First Amendment") is made and entered into as of the _______ day of ______, 2018, by and between WESTMINSTER SHORES, INC., a Florida corporation (hereinafter referred to as the "Owner") and the CITY OF ST. PETERSBURG, a Florida municipal corporation, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City and Owner previously entered into that certain Settlement Stipulation with an effective date of April 21, 2008, and recorded in Official Records Book 16237, Page 1385, Public Records of Pinellas County, Florida (the "Original Settlement Agreement"); and

WHEREAS, Owner is the fee simple owner of that certain real property located in the city of St. Petersburg, and more particularly described in Exhibit "B" attached hereto and incorporated herein ("Owner's Property"); and

WHEREAS, Owner and the City desire to amend the Original Settlement Agreement to clarify certain development rights and code applications affecting the development of the Owner's Property; and

WHEREAS, the City has determined that the execution of this First Amendment is essential to the public health, safety and welfare and the ability of the City to plan for the development of the Property; and

WHEREAS, pursuant to the last sentence in Section 17 of the Original Settlement Agreement, the parties desire to enter into this First Amendment to clarify the intended development of the Property and the City's review of same, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Overall Site Plan Floor Area Ratio. The City and Owner agree to delete the first sentence of Section 4 of the Original Settlement Agreement and to insert the following language: "Owner shall be entitled to combine phases in any order; however, Owner shall maintain a Floor Area Ratio no greater than .75 for the Overall Site Plan and which shall apply to the combined gross floor area of the residential and nonresidential uses", as the first sentence in Section 4. For purposes of the FAR calculation, the City and Owner shall determine the Floor Area Ratio calculation pursuant to Section 16.60.010.5 and 16.90.020.3 of the City's Land Development Code Regulations in effect as of the Effective Date of this First Amendment.
Section 3. Overall Site Plan. As provided and conditioned herein, the City and Owner agree to delete the overall site plan attached as Exhibit "A" in the Original Settlement Agreement in its entirety and to replace Exhibit "A" to the Original Settlement Agreement with the Westminster Shores Master Development Plan-Overall Site Plan, attached hereto and incorporated herein as Exhibit "A" (the “Overall Site Plan”). In the event the City Development Review Commission does not approve the Overall Site Plan (attached to this First Amendment) for any reason, Exhibit "A" to the Original Settlement Agreement shall not be deleted.

Section 4. Notwithstanding anything to the contrary in Section 4 of the Original Settlement Agreement, Owner and City agree that any such deviations of each building footprint (not to exceed 13%) shall not reduce the width of any “Site Vista Corridors” as depicted on the Overall Site Plan. Further, notwithstanding anything to the contrary in the Original Settlement Agreement, height shall be measured from the FEMA Based Flood Elevation plus locally adopted freeboard standards to the beginning of the roof line.

Section 5. The parties agree to delete (iii) of Section 6 of the Original Settlement Agreement and to insert the following language as a new (iii):

“there shall be no building or accessory building encroachments in the “Site Vista Corridors”, as depicted on the Overall Site Plan (Exhibit "A") that would reduce the width of the aforementioned "Site Vista Corridors".

Section 6. Effective Date. This First Amendment shall first be executed by the Owner and submitted to the City for approval by the City of St. Petersburg City Council. Upon approval by the City of St. Petersburg City Council, this First Amendment shall be executed by the City. The Effective Date of this Amendment shall be the date of execution by the City and such date shall be inserted on Page 1 of this First Amendment (the "Effective Date").

Section 7. Covenant Running with the Land. This Amendment shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 8. Original Settlement Agreement in Full-Force. The parties agree that, as of the Effective Date, no party is currently in default under the Original Settlement Agreement. Except as expressly modified herein, the Original Settlement Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Original Settlement Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

Section 9. Recordation. The parties agree that an executed original of this First Amendment shall be recorded by the Owner, at the Owner’s expense, in the Public Records of Pinellas County, Florida.
Section 10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the Owner and the City have caused this instrument to be executed by their duly authorized elected officials, and/or officers as of the date and year first above written.

Signed, sealed, and delivered in the presence of the following witnesses:

WITNESSES

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

OWNERR

WESTMINSTER SHORES, INC.
a Florida corporation

By: _____________________________
   Name:_________________________
   Title:_________________________
Signed, sealed, and delivered in the presence of the following witnesses:

_____________________________________
Signature of Witness

By:____________
Printed Name of Witness

_____________________________________
Signature of Witness

City Clerk
Printed Name of Witness

"CITY"

CITY OF ST. PETERSBURG, FLORIDA,
a Florida municipal corporation

By: __________________________
Name:________________________
Mayor

Attest: ________________________
Name:________________________
City Clerk
EXHIBIT A

WESTMINSTER SHORES MASTER DEVELOPMENT PLAN-OVERALL SITE PLAN
WESTMINSTER SHORES
MASTER DEVELOPMENT PLAN

WESTMINSTER SHORES
MASTER DEVELOPMENT PLAN - OVERALL SITE PLAN
EXHIBIT B

125 56th Ave. South, St. Petersburg Florida

Pinellas County Parcel ID: 07-32-17-02235-001-0010
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 renewal of blanket purchase agreements with All American Concrete, Inc. and Rowland, Inc. for unscheduled repairs for the Water Resources Department and Engineering Department, at a total contract amount of $750,000 for FY 2018/2019. (ECID Project No. 18031-211).

Explanation: On January 4, 2018, City Council approved one-year blanket purchase agreements with both All American Concrete, Inc. and Rowland, Inc. for a combined total amount not to exceed $250,000 for Unscheduled Repairs through December 31, 2018. The total value of work issued and needed to date is expected to exceed agreement totals before the end of the original term. This renewal will extend and increase the agreements to cover this identified work for the remainder of the current term and the renewal period effective through December 31, 2019. The agreements allow for one annual renewal option. This is the first and final renewal.

The work consists of repairs of valves and pipes that fail prior to scheduled service or replacement due to damage during construction, or unusually harsh environmental conditions. The contractors are utilized when the complexity and scope of unscheduled work exceeds the limits of in-house construction equipment and crews. Examples of such work include repair or replacement of inoperable valves, leaking buried pipes, pipes on bridges, pipes under waterways, and pipes damaged by underground construction equipment.

The Procurement Department, in cooperation with the Water Resources and Engineering and Capital Improvements Department, recommends for renewal:

<table>
<thead>
<tr>
<th>Unscheduled Repairs</th>
<th>$750,000.00</th>
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<tr>
<td>Original Amount</td>
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<tr>
<td>1st renewal</td>
<td>750,000</td>
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<tr>
<td>Total agreements amount</td>
<td>$1,000,000</td>
</tr>
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</table>

The contractors have agreed to hold rates firm under the terms and conditions of Bid No.6709, dated November 28, 2017. Administration recommends renewal of both agreements based on the contractors' past satisfactory performance and compliance with the terms and conditions. A blanket purchase agreement will be issued and will be binding only for the actual services rendered. Amounts paid to contractors under these agreements shall not exceed a new combined total agreement amount of $1,000,000. The renewal will be effective through December 31, 2019.

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

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENTS WITH ALL AMERICAN CONCRETE, INC. AND ROWLAND, INC. FOR UNSCHEDULED REPAIRS FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM FOR ONE YEAR AND INCREASE THE CONTRACT AMOUNT IN AN AMOUNT NOT TO EXCEED $750,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,000,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2018, City Council approved one-year agreements ("Agreements") with a one-year renewal option to All American Concrete, Inc. and Rowland, Inc. ("Vendors") for unscheduled repairs for the Water Resources Department pursuant to Bid No. 6709 dated November 28, 2017; and

WHEREAS, Administration desires to amend the Agreements to extend the term for one year and increase the contract amount in an amount not to exceed $750,000 for the renewal term (for a total contract price not to exceed $1,100,000); and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of Bid No. 6709; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that amendments to the agreements with All American Concrete, Inc. and Rowland, Inc. for unscheduled repairs for the Water Resources Department to extend the term for one year and increase the contract amount in an amount not to exceed $750,000 for the renewal term are hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced agreements shall not exceed $1,000,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00410235
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc. for industrial maintenance and repair services for the Water Resources Department, at an estimated annual cost of $200,000, for a total contract amount of $700,000.

Explanation: On December 1, 2014, Administration approved three-year blanket purchase agreements for industrial maintenance and repair services, effective through November 30, 2017. The agreement has two, one-year renewal options. On February 4, 2016, and January 5, 2017, City Council approved allocation increases of $210,000 and $200,000 respectively. On November 20, 2017, Council approved the first renewal. This is the second and final renewal.

These vendors indirectly support the water reclamation facility reliability and expansion improvement components of the Kriseman Infrastructure Plan for fiscal years 2017 (FY17) through 2021. The vendors provide general mechanical, electrical, welding, fabrication, and millwright services for water and wastewater facilities and pumping stations for rebuilding or replacing electromechanical equipment in the facilities. The vendors also provide services to perform emergency or general and preventative maintenance projects that cannot be completed internally due to resource and capacity constraints. Work is coordinated by maintenance staff at the request of operational or technical services staff in order to maintain the reliability and performance of critical infrastructure.

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Industrial Maintenance and Repairs, WRD</td>
<td>$200,000</td>
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</table>

Mader Electric, Inc. (Sarasota, FL)
Apollo Construction & Engineering Services, Inc. (Sun City Center, FL)

<table>
<thead>
<tr>
<th>Agreement Details</th>
<th>Amount</th>
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<tr>
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The vendors have agreed to renew under the same terms and conditions of RFQ No. 5538, dated September 10, 2014. Administration recommends renewal of these agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective through November 30, 2019. Amounts paid to the vendors pursuant to this renewal shall not exceed a combined annual total of $200,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), the Water Resource Capital Project Fund (4003), and the General Fund (0001).

Attachments: Bid Tabulation
Resolution
Approvals:

[Signatures for Administrative and Budget]
RFQ No. 5538 Three-Year Contract for Industrial Maintenance and Repairs for Water Resources

City of St. Petersburg
Bid Tabulation
Procurement and Supply Management

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>EAU</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
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Award Pending
RESOLUTION NO. 2018-____

A RESOLUTION APPROVING THE FINAL RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENTS WITH MADER ELECTRIC, INC. AND APOLLO CONSTRUCTION & ENGINEERING SERVICES, INC., FOR INDUSTRIAL MAINTENANCE AND REPAIRS FOR THE WATER RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED $200,000 FOR THIS RENEWAL TERM; PROVIDING THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $700,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 1, 2014, Administration approved three-year blanket purchase agreements ("Agreements") with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc., for industrial maintenance and repairs for the Water Resources Department in an amount not to exceed $90,000; and

WHEREAS, on February 4, 2016, City Council approved an increase to the allocation for these Agreements in the amount of $210,000; and

WHEREAS, on January 5, 2017, City Council approved an additional increase to the allocation for these Agreements in the amount of $200,000; and

WHEREAS, on November 20, 2017, City Council approved the first renewal option to the Agreements in the amount of $200,000 for the first renewal term; and

WHEREAS, the City desires to exercise the final renewal option to the Agreements in the amount of $200,000 for the renewal term; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the final renewal option to the Blanket Purchase Agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc., for the industrial maintenance and repairs for the Water Resources Department in an amount not to exceed $200,000 for this renewal term are hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced agreements shall not exceed $700,000.

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00409963
ST. PETERSBURG CITY COUNCIL

Meeting of November 15, 2018

Sewer Report

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

SUBJECT: A resolution accepting Partial Control Estimate #6 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $1,391,004; providing the total amount for the Partial Control Estimates for project 17053-111 shall not exceed $8,235,150; authorizing the Mayor or his designee to execute the Eighth Amendment to incorporate the above referenced Partial Control Estimate into the Construction Manager Contract between the City of St. Petersburg, Florida, and PCL Construction, Inc. dated April 17, 2017, as amended, and providing an effective date.

EXPLANATION: On April 17, 2017, the City executed a Construction Manager Contract ("CM Contract") with PCL Construction Inc. ("PCL") for preconstruction and construction services for the Projects described in the CM Contract to increase treatment, disposal and capacity to handle peak wastewater flows during wet weather events at the Northwest Water Reclamation Facility.

The initial CM Contract included:

- Control Estimates for:
  - WRF NW Construction Manager FY17 (Engineering No. 17063-111; Oracle No. 15960)
    - Pre-Construction Services
  - WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926)
    - Filter Piping Construction

On May 18, 2017, City Council approved the First Amendment to the CM Contract, which incorporated Partial Control Estimate #2 for WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926) and (ii) Partial Control Estimate #1 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111; Oracle No. 15927). The First Amendment included:

- Control Estimates for:
  - WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926)
    - UG/AG Piping and Appurtenances Installation
    - Backwash System
    - Pump Station and Piping Installation
    - Concrete structure for filtration system
    - Influent and & Effluent tie in at Existing Filter Structure
  - WRF NW New Injection Wells FY17 (Engineering No. 17053-111; Oracle No. 15927)
    - Procurement of Effluent Disposal Pumps
    - Acidization of IW-1 and IW-2

On June 1, 2017, City Council approved the Second Amendment to the CM Contract, which incorporated Partial Control Estimate #1 for WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960). The Second Amendment included:
- Control Estimates for:
  - WRF NW Construction Manager FY17 (Engineering No. 17063-111; Oracle No. 15960)
    - Continuing General Conditions Services from May 1, 2017 through August 31st, 2017
    - Bonds (based on $20M)
    - Builders Risk/GL Insurances

On June 15, 2017, City Council approved the Third Amendment to the CM Contract, which incorporated Partial Control Estimate #3 for WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926) Partial Control Estimate #2 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111; Oracle No. 15927). Third Amendment included:

- Control Estimates for:
  - WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926)
    - Electrical Work for Effluent Filtration Improvements
  - WRF NW New Injection Wells FY17 (Engineering No. 17053-111; Oracle No. 15927)
    - Pump and Pipe Install

On August 24, 2017, City Council approved the Fourth Amendment to the CM Contract, which incorporated Partial Control Estimate #4 for WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926) Partial Control Estimate #3 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111; Oracle No. 15927). The Fourth Amendment included:

- Control Estimates for:
  - WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926)
    - Instrumentation & Controls
  - WRF NW New Injection Wells FY17 (Engineering No. 17053-111; Oracle No. 15927)
    - Instrumentation & Controls

On December 7, 2017, City Council approved the Fifth Amendment to the CM Contract in the amount of $2,092,587 including:

- Control Estimates for:
  - WRF NW Construction Manager FY17 (Engineering No. 17063-111; Oracle No. 15960)
    - Construction Manager Services for Projects currently under construction
    - Pre-Construction Services for Coarse Screening and Odor Control

On December 14, 2017, City Council approved the Sixth Amendment to the CM Contract in the amount of $1,167,754 includes Control Estimate for:

- Control Estimate for:
  - WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927)
    - Procurement of Piping, Valves and Accessories; Installation of Underground and Above Ground Piping.

On August 23rd, 2018, City Council approved the Seventh Amendment to the CM Contract including:
Control Estimates for:
  - WRF NW New Injection Wells FY17 (Engineering No. 17053-111; Oracle No. 15927)
    - Instrumentation & Controls: Permanent Pump Station: Installation of Permanent Effluent Diesel Pump Station, Piping, Valves, Fuel Management Systems, Electrical and Instrumentation & Controls;
  - WRF NW Construction Manager FY18 (Engineering No. 17063-111; Oracle No. 15960)
    - General Conditions Estimated Budget and Fees for Six (6) Months: Time for Construction Managers, Project Managers, Superintendents, Engineers, Estimators, BIM Modelers, HSE Managers and others.

The Eighth Amendment to the CM Contract includes:

Control Estimates for:
  - WRF NW New Injection Wells FY17 (Engineering No. 17053-111; Oracle No. 15927)
    - Final Upgrades including demolition of existing wellheads, MCT and Temporary Bypass, Concrete Work, Site Work and Restoration, GeoWeb Access System, Electrical and Instrumentation & Controls.

The table below provides details of the Contract Costs approved to date and the additional Control Estimate Costs (Seventh Amendment) with their respective funding source(s).

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<tr>
<th>Project Numbers</th>
<th>WRF NW New Filters FY17</th>
<th>WRF NW New Injection Wells FY17</th>
<th>WRF NW Construction Manager FY17</th>
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Total Funding Source | WRF $1,391,004 | WRF $1,391,004 |

TOTAL CONSTR. COST | $4,725,414 | $8,390,150 | $6,309,508 | $19,425,072 |

Total PCL Costs | $4,384,238 | $8,235,150 | $5,765,553 | $18,384,941 |

Control Estimates are construction cost estimates and each estimate package includes an owner allowance. PCL shall prepare bid packages and solicit quotes for various scopes of work included in each control estimate package.
RECOMMENDATION: Administration recommends accepting a resolution accepting Partial Control Estimate #6 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $1,391,004; providing the total amount for the Partial Control Estimates for Project 17053-111 shall not exceed $8,235,150; authorizing the Mayor or his designee to execute the Eighth Amendment to incorporate the above referenced Partial Control Estimate into the Construction Manager Contract between the City of St. Petersburg, Florida, and PCL Construction, Inc. dated April 17, 2017, as amended, and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW New Injection Wells FY17 Project (15927).

ATTACHMENTS: Resolution
Partial Control Estimate #6 for WRF NW Reclaimed Water and Injection Wells Improvement Project

APPROVALS: ____________________
Administrative

Budget
RESOLUTION NO. 2018—

A RESOLUTION APPROVING PARTIAL CONTROL ESTIMATE #6 FOR WRF NW RECLAIMED WATER AND INJECTION WELLS IMPROVEMENT PROJECT (ENGINEERING NO. 17053-111; ORACLE NO. 15927) IN AN AMOUNT NOT TO EXCEED $1,391,004; PROVIDING THAT THE TOTAL AMOUNT FOR THE PARTIAL CONTROL ESTIMATES FOR PROJECT 17053-111 SHALL NOT EXCEED $8,286,145; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE EIGHTH AMENDMENT TO INCORPORATE THE ABOVE REFERENCED PARTIAL CONTROL ESTIMATE INTO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND PCL CONSTRUCTION, INC. DATED APRIL 17, 2017, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and PCL Construction, Inc. ("PCL") executed a Construction Manager Contract ("Contract") on April 17, 2017, for PCL to provide preconstruction and construction services for the Projects described in the Contract to increase treatment, disposal and capacity to handle peak wastewater flows during wet weather events at the Northwest Water Reclamation Facility; and

WHEREAS, following execution of the Contract, the City authorized PCL to (i) provide the preconstruction services in an amount not to exceed $407,175 and (ii) commence work on WRF NW New Filters FY17 (Engineering No. 17052-111: NWWRF Effluent Filtration Improvements; Oracle No. 15926), pursuant to a Partial Control Estimate; and

WHEREAS, on May 18, 2017, City Council approved the First Amendment, which incorporated Partial Control Estimate #2 for WRF NW New Filters FY17 (Engineering No. 17052-111: NWWRF Effluent Filtration Improvements; Oracle No. 15926) and (ii) Partial Control Estimate #1 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111: NWWRF Reclaimed Water & Injection Wells Improvements; Oracle No. 15927) into the Contract; and

WHEREAS, on June 1, 2017, City Council approved the Second Amendment which incorporated Partial Control Estimate #1 for WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960) for PCL’s general conditions for a four-month duration (May 1 through August 31) and the not to exceed amount for the premiums and costs for bond and insurance into the Contract (as amended); and

WHEREAS, on June 15, 2017, City Council approved the Third Amendment which incorporated Partial Control Estimate #3 for WRF NW New Filters FY17 Project (Engineering No. 17052-111: NWWRF Effluent Filtration Improvements; Oracle No. 15926) and Partial Control Estimate #2 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111: NWWRF Reclaimed Water & Injection Wells Improvements; Oracle No. 15927) into the Contract (as amended); and

WHEREAS, on August 24, 2017, City Council approved the Fourth Amendment which incorporated Partial Control Estimate #3 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111: NWWRF Reclaimed Water & Injection Wells Improvements; Oracle No. 15927) and Partial Control Estimate #4 for WRF NW New Filters FY17 Project (Engineering No. 17052-111: NWWRF Effluent Filtration Improvements; Oracle No. 15926) into the Contract (as amended); and
WHEREAS, on December 7, 2017, City Council approved the Fifth Amendment which incorporated Partial Control Estimate #2 for WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960) into the Contract (as amended); and

WHEREAS, on December 14, 2017, City Council approved the Sixth Amendment which incorporated Partial Control Estimate #4 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111; Oracle No. 15927) into the Contract (as amended); and

WHEREAS, on August 23, 2018, City Council approved the Seventh Amendment which incorporated Partial Control Estimate #5 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927 and Partial Control Estimate #3 for WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960) into the Contract (as amended); and

WHEREAS, in accordance with the requirements set forth in the Contract (as amended), PCL has submitted Partial Control Estimate #6 for WRF NW Reclaimed Water and Injection Wells Improvement Project (Engineering No. 17053-111; Oracle No. 15927) in an amount not to exceed $1,391,004 to the City for review and approval; and

WHEREAS, the City desires to execute the Eighth Amendment with PCL to incorporate the above referenced Partial Control Estimate into the Contract (as amended).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Partial Control Estimate #6 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111: NWWRF Reclaimed Water & Injection Wells Improvements; Oracle No. 15927) in an amount not to exceed $1,391,004 is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the Partial Control Estimates for the WRF NW New Injection Wells FY17 Project shall not exceed $8,286,145.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Eighth Amendment to incorporate the above referenced Partial Control Estimate into the Construction Manager Contract between the City of St. Petersburg, Florida and PCL Construction, Inc. dated April 17, 2017, as amended.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
City Attorney (designee)

[Signature] Administration
October 19, 2018

Mr. Brejesh Prayman
Mr. Mike Ryle
City of St. Petersburg
MCS, 6th Floor
One 4th St. N
St. Petersburg, FL 33701

Re: Construction Manager – City of St. Petersburg NWWRF Wet Weather Capacity Upgrades
Partial Control Estimate #6 for Project 17053-111: NWWRF Reclaimed Water & Injection Wells Improvements

Sub-Project #1 Effluent Disposal Pumps: Diesel Driven Effluent Disposal Pump Procurement Only (PREVIOUSLY SUBMITTED)

Sub-Project #2 Well Acidization: Acidization of IW–1 and IW–2 (PREVIOUSLY SUBMITTED)

Sub-Project #3 Pump and Piping Install: Install Pumps, Electrical Systems, Piping, Valves and Accessories (PREVIOUSLY SUBMITTED)

Sub-Project #4 Instrumentation & Controls: Instrumentation and Controls for the Effluent Disposal System (PREVIOUSLY SUBMITTED)

Sub-Project #5 Injection Wells IW-1 & IW-2: Procurement of Piping, Valves and Accessories; Installation of Underground and Aboveground Piping (PREVIOUSLY SUBMITTED)

Sub-Project #6 Permenant Effluent Pump Station: Installation of Permenant Effluent Diesel Pump Station, Piping, Valves, Fuel Management Systems, Electrical and Instrumentation & Controls (PREVIOUSLY SUBMITTED)

Sub-Project #7 Injection Wells IW-1 & IW-2: Final Upgrades including Demolition of Existing Wellheads, Temporary Bypassing during Construction, MOT during Construction, Concrete Work, Site Work and Restoration, Fencing and Gates, Landscaping, GeoWeb Access Systems, Electrical and Instrumentation Systems
Dear Mr. Prayman & Mr. Ryle,

PCL Construction, Inc. has prepared a Partial Control Estimate #6 for Project 17053-111 Reclaimed Water and Injection Wells Improvement, which is designed to provide additional effluent disposal capacity and, in conjunction with Project 17052-111 NWWRF Effluent Filtration Improvements, will allow for improved filtration treatment capacity along with the additional effluent disposal capacity at the City of St. Petersburg’s NWWRF.

Established from the 100% design information that is currently available, this Partial Control Estimate #6 is based on discussions and design data developed between Jacobs, the City of St. Petersburg and PCL staff in order to determine an anticipated scope for the NWWRF wet weather capacity upgrades project. PCL has included all design, preliminary, and conceptual level information that was utilized to prepare this partial control estimate.

This Partial Control Estimate #6 is for the following identified items for the permanent upgrades of the Injection Wells IW-1 & IW-2 (Sub-Project #7) at the City of St. Petersburg NWWRF.

a. Existing site preparation, erosion control/silt fencing, site safety, right of way/perimeter control, construction access and pedestrian MOT during construction
b. Site excavation for demolition access, dewatering as required, backfill and all site restoration of areas disturbed during construction activities
c. Demolition and backfilling of existing below grade injection well vaults
d. Installation of concrete work required for the new upgraded above grade injection well piping systems
e. Furnish and Install new fencing and gates, as well as all associated landscaping
f. Furnish and Install GeoWeb system for proper access to well sites for all future maintenance and operational needs
g. Furnish and Install new load rated concrete sidewalks and curb systems where it will be necessary to provide access to well sites via GeoWeb system access corridor
h. Furnish & Install electrical systems to provide complete and functional Injection Wells IW-1 & IW-2
i. Furnish & Install instrumentation and control systems to provide complete and functional Injection Wells IW-1 & IW-2

Future Control Estimates will be provided, as necessary, to encompass any remaining or additional scope of work that may be required or requested by the City of St. Petersburg to provide functional completion of the project.
Sub-Project #7 Injection Wells IW-1 & IW-2

The details for the material procurement and system installation at Injection Wells IW-1 & IW-2 are defined below:

SCOPE:

The scope of this project is comprised of items identified and provided by the 100% design drawings developed by Jacobs, PCL and City of St. Petersburg staff and will provide the permanent upgrades for Injection Wells IW-1 & IW-2 at the City of St. Petersburg NWWRF adding disposal capacity for the city.

Existing Site Preparation: Establish site safety protocol, right of way/perimeter control and construction access; provide pedestrian MOT during construction

Site Material Procurement: Procurement of all site material, GeoWeb systems, fencing, gates and accessory items that are shown on the contract documents.

Site Material Installation: Installation of the GeoWeb systems, fencing and gates, and all accessory items that are shown on the contract documents.

Concrete Work: Furnish & install all concrete work as shown in the contract documents.

Electrical/I & C Work: Furnish & install all electrical, instrumentation and control work as shown in the contract documents.

SCHEDULE:

Project 17053-111 NWWRF Injection Wells Improvements Anticipated Construction Timeframe:

- City Council Approval (Permanent Upgrades to Injection Wells IW-1 & IW-2) November 15th, 2018
- Commence Construction Prep Items November 19th, 2018
- Procurement/PO & Subcontracts/Submittals 2 weeks
- Functional Completion IW-1 (8 -9 weeks) February 1st, 2019
- Functional Completion IW-2 (8 weeks) March 29th, 2019
- Anticipated Final Completion 1- 2 weeks
- Substantial Completion April 12th, 2019

**Note: Weeks and dates calculated from Anticipated Council Approval**
SUMMARY OF PARTIAL CONTROL ESTIMATE #5 PRICING:

Sub-Project #1 Effluent Disposal Pumps: NWWRF Reclaimed Water & Injection Wells Improvements – Diesel Driven Effluent Disposal Pump Procurement Only
(PREVIOUSLY SUBMITTED)

Price of Work $ 740,175
Contingency $ 37,009
Construction Manager Fee (6%) $ 46,631
Total for Sub-Project #1 $ 823,815

Sub-Project #2 Well Acidization: NWWRF Reclaimed Water & Injection Wells Improvements – Acidization of IW–1 and IW–2
(PREVIOUSLY SUBMITTED)

Price of Work $ 274,809
Contingency $ 0
Construction Manager Fee (6%) $ 16,489
Total for Sub-Project #2 $ 291,298

Sub-Project #3 Pump and Piping Install: Install Pumps, Electrical Systems, Concrete/Stone Pads, Piping, Valves and Accessories
(PREVIOUSLY SUBMITTED)

Price of Work $ 727,137
Contingency $ 72,714
Construction Manager Fee (6%) $ 47,991
Total for Sub-Project #3 $ 847,842

Sub-Project #4 Injection Wells Improvements: Instrumentation & Controls
(PREVIOUSLY SUBMITTED)

Price of Work $ 161,818
Contingency $ 8,091
Construction Manager Fee (6%) $ 10,195
Total for Sub-Project #4 $ 180,103
Sub-Project #5 Injection Wells IW-1 & IW-2: Procurement of Piping, Valves and Accessories; Installation of Underground and Above Ground Piping  
(PREVIOUSLY SUBMITTED)

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Sub-Project #6 Permenant Effluent Pump Station: Installation of Permenant Effluent Diesel Pump Station, Piping, Valves, Fuel Management Systems, Electrical and Instrumentation & Controls  
(PREVIOUSLY SUBMITTED)

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<th>Description</th>
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Sub-Project #7 Injection Wells IW-1 & IW-2: Final Upgrades including Demolition of Existing Wellheads, Temporary Bypassing during Construction, MOT during Construction, Concrete Work, Site Work and Restoration, Fencing and Gates, Landscaping, GeoWeb Access Systems, Electrical and Instrumentation Systems

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Total Partial Control Estimate for Project No. 17053-111 & 17063-111: $8,286,145

Previously Approved Control Estimate #1: <$1,115,113>
Previously Approved Control Estimate #2: <$ 847,842>
Previously Approved Control Estimate #3: <$ 180,103>
Previously Approved Control Estimate #4: <$1,167,754>
Previously Approved Control Estimate #5: <$3,584,329>

Total Request for Funding Partial Control Estimate #6: $1,391,004

This Partial Control Estimate #6 is based upon the attached clarifications and assumptions document, attached billable rate matrix, attached drawings and/or sketches provided by the applicable engineer, and preliminary field investigations conducted by PCL personnel.

If you have any questions regarding this Partial Control Estimate #6 or need additional information, please feel free to contact me at (941) 713-1947.

Respectfully,

Andrew T. Franosz
Manager of Preconstruction Services

Cc: Mike McKinney
Richard Hewitt
Mauricio Ramos
Shawn Britton
Craig Yakubow
Jonathan Fernald

Attachments: Budget Estimate
Clarifications and Assumptions Document
Billable Rate Matrix
Drawings and Specification used for Pricing
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Price of Work and Material $1,312,268
Contingency 0% $-
Construction Manager Fee (6%) $78,736
Total for Sub Project #7 $1,391,004
Clarifications and Assumptions:

The following clarifications and assumptions are based on information currently available from the City of St Petersburg and their representative consultants. These clarifications and assumptions are applicable to the Partial Control Estimate #6 and for the NWWRF Wet Weather Capacity Improvement Projects (17053-111 Reclaimed Water & Injection Wells Improvements):

1. The price assumes that construction and testing water, and electrical consumption during construction, startup and testing through commissioning is assumed to be available for PCL’s use at no cost. The price excludes all pricing for initial fill of chemicals, fuel, and expendables for startup, testing and commissioning.
2. No Geotechnical Subsurface Reports or studies are available for the locations of this construction activity. It is assumed that the existing insitu excavated soil will be suitable for bedding and backfill without need for reprocessing.
3. Any pricing associated with unidentified subsurface conditions encountered during the course of the construction will not be the liability of PCL and will be reflected in future Control Estimates.
4. Any additional changes in the scope of work that may occur by owner/consultant request from the current 100% Contract Documents will be reflected in future Control Estimates.
5. PCL will provide the City of St Petersburg a copy of our general Site Safety Program.
6. Both parties shall agree to comply with the mutual parties safety programs.
7. PCL will comply with all site security requirements that are in place.
8. PCL will not be responsible for EPA Storm Water maintenance.
9. It is assumed that site dewatering can be discharged to the existing onsite storm water management structure.
10. PCL has included a permitting allowance of $7,500. Any required permits will be billed against this allowance.
11. PCL will only be responsible for site clean-up and restoration in the immediate work areas and storage areas that will be used for the completion of the scope of work described.
12. This control estimate does not include any budgetary pricing for hazardous materials. Any hazardous materials encountered at the site of the Projects will be governed by section 10.3 of the A201 – 2007 AIA Contract Document.
13. It is assumed that plant access roads can be shut down for installation of construction work with reasonable notice to the owner.
14. Any potential contractors that are currently onsite or that will be onsite, are to be instructed by the city to not store any and/or move all material, equipment and
temporary facilities from the areas of work required for the Wet Weather Capacity Improvements Projects.

15. If the City or any of its subcontractor’s plan shutdowns and/or closures they will notify PCL prior to that scope of work commencing.

16. PCL assumes modifications to piping layout and materials can be proposed for incorporation to the project that assist with Maintenance of Plant Operations and shutdown durations.

17. PCL assumes that the shutdown of the existing effluent pumping station can occur during the duration of the plant effluent interconnect modifications. During this time, a Line Stop will also be installed which prevents the existing intermediate pump station from discharging offsite. It is also assumed that during the duration of these activities valves downstream on the 48” PLE and 42” PLE can be shut to prevent backpressure from the system. It is assumed that the required shutdowns will last one week.

18. PCL assumes that the existing 42” steel pipe at the existing intermediate pump station is in a condition suitable for both a 42” line stop installation and welding of a 42” flange.

19. PCL assumes that the existing 42” PLE to storage tanks can be shut down for the duration of the new 30” PLE tie in.

20. PCL assumes that the condition of the existing 48” PLE south of the existing effluent pump station is suitable for a 30” Hot Tap.

21. PCL assumes that mechanical joint restraints (similar to Megalugs) can be used for underground ductile iron fittings in lieu of utilizing factory restrained ductile iron fittings.

22. PCL assumes that all existing bends are Mechanical Restraints, not thrust blocks. Thrust block removal and replacement, are not accounted for in the pricing.

23. PCL has included the removal and/or relocation of existing utilities which will clash with the footprint of new structures. It is assumed that where possible the City will isolate stored energy so that items can be removed. If relocation requires extensive changes and redesign, separate pricing for this additional impact will be provided.

24. No Geotechnical Subsurface Report information is available for the locations of this construction activity, it is assumed that a wellpoint dewatering system will be suitable to perform this scope of work. If conditions requiring an alternate dewatering system are encountered PCL will work in coordination with Jacobs and the City to develop the alternate method of dewatering.

25. The following scope of work and any associated management costs are not included in this Control Estimate:
   - General Conditions
   - Project Staff

26. A separate Control Estimate for General Conditions and Site Services will be submitted.
City of St. Petersburg

**NWWRF Wet Weather Capacity Upgrades**
PCL Construction, Inc.

***Construction Phase***

All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

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<tr>
<th>Description of Salary Management Staff</th>
<th>Billable Rate</th>
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<tr>
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All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

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NORTHWEST WRF
INJECTION WELLS IMPROVEMENTS
PROJECT NO. 17053-111

PACKAGE 3 - EXISTING INJECTION WELL UPGRADES
100% DESIGN

INDEX OF DRAWINGS

GENERAL

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11253-202 G-00-02 GENERAL ABBREVIATIONS
11253-203 G-00-03 GENERAL CIVIL NOTES AND LEGEND
11253-204 G-00-04 GENERAL STRUCTURAL NOTES
11253-205 G-00-05 GENERAL ELECTRICAL LEGEND SHEET 1
11253-206 G-00-06 GENERAL ELECTRICAL LEGEND SHEET 2
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CIVIL

11253-209 C-05-01 CIVIL INJECTION WELL NO. 1 AND 2 SITE PLAN

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11253-210 Y-01-11 YARD PIPING PLAN

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11253-211 M-50-01 PROCESS MECHANICAL INJECTION WELL NO. 1 AND 2 PLAN, SECTION AND DETAIL

STRUCTURAL

11253-212 S-00-01 STRUCTURAL STANDARD DETAILS

ELECTRICAL

11253-213 E-50-10 ELECTRICAL POWER PLAN AND RISER DIAGRAMS
11253-214 E-01-11 POWER PLAN AND RISER DIAGRAMS

INSTRUMENTATION

11253-215 I-00-41 INSTRUMENTATION AND CONTROL STANDARD DETAILS

POWER PLAN AND RISER DIAGRAMS

11253-216 I-00-51 STANDARD DETAILS

IMPROVEMENTS DEPARTMENT

APPROVED FOR BID

CH2M HILL PROJECT NO. 691309

CH2M HILL PROJECT NO. 691309

RYAN A. MESSER, PE 79032
3500 W. CYPRESS STREET, SUITE 600
TAMPA, FL 33607
813-3281-7770

E N G I N E E R I N G & C A P I T A L
I M P R O V E M E N T S D E P A R T M E N T
C I T Y OF ST. PETERSBURG, FL.

DATE:
COPY No.:

BREJESH PRAYMAN, P.E.
DIRECTOR OF ENGINEERING & CAPITAL
IMPROVEMENTS DEPARTMENT

DATE:
JULY 2018
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GENERAL SITE NOTES:
1. Existing Conditions may vary from those shown on these plans. The Contractor shall verify existing conditions and adjust work plans accordingly prior to beginning construction.
2. Existing topography, structures, and site features are shown schematically and light lines. Non-finish grade structures and site features are shown heavy lines.
3. Horizontal Datum: All points are based on the Florida State Plane Coordinate System, West Zone.
4. Vertical Datum: None.
5. Maintain, relocate, or replace existing survey monuments, control points, and stakes prior to commencing work on this project. The Contractor shall ensure to produce the same accuracy as the original monument(s) in a timely manner and at the Contractor's expense.
6. Coordinate and dimension shown for roadway improvements are to face of curb or face of pavement.
7. Contractor is responsible for locating a staging area for Contractor’s employee parking, Contractor’s trailers, and on-site storage of materials.
8. Provide temporary fencing as necessary to maintain security at all times.
9. Elevations given are to finish grade. Unless otherwise shown, elevations are based on sea level.
10. Slope uniformly between contours and spot elevations shown.
11. Unless shown on the landscaping plans, all disturbed areas not receiving a hard surface shall be covered with grass.
12. Contractor shall be responsible for implementing and maintaining erosion control systems during construction. Erosion control devices shown are the minimum required.
13. Contractor shall take all other measures to positively preserve erosion materials from being washed into streams. Contractor to submit erosion control plan and the map required.
14. Location, elevation, and dimension of the existing utilities, structures, and other features are shown according to the best information available at the time of this Contract. The Contractor shall not alter any of the existing utilities, structures, and other features affecting this Contract work prior to construction.
15. Any conflicts identified by the Contractor shall be notified to the Engineer immediately.
16. All field layout and surveying for construction of this project shall be performed by the Contractor's licensed professional surveyor.
17. All work in this project shall be in accordance with the City of St. Petersburg Ordinances.
18. Contractor shall comply with all state, local, and County Ordinances and obtain any necessary permits that may be required prior to construction.
19. Contractor shall coordinate any activities that could disrupt plant operation with a plant representative. The area and closing of existing utilities shall be by City personnel.
20. Any damage to private property, State, County, or other utility work performed by the Contractor shall be repaired by the Contractor at the discretion of the City Project Engineer.
21. Site cleaning and preparation shall be performed in accordance with specification section 12106.
22. Surveying, as required, shall be performed in accordance with specification section 12106. The Contractor shall plan a drawing package from field prior to materials for the entire project.
23. All existing conditions may vary from those shown on these plans. The Contractor shall verify existing conditions and adjust work plans accordingly prior to beginning construction.
24. Site clearing and preparation shall be performed in accordance with specifications section 12106.
25. Design detail designation: A see specific drawings for detail information.

Erosion, Sedimentation and Dust Control:
1. Contractor shall implement and maintain erosion and sediment control systems in accordance with the plans and specifications of this project.
2. Contractor is responsible to provide temporary erosion control, sediment control devices, for protection of streets, shoulders, drainage, and public property during all construction activities. Contractor shall provide temporary erosion and sediment control to prevent unauthorized soil movements and to control erosion on the project site. The project is complete it is to be maintained in accordance with the City Project Engineer. Contractor shall advise the City Project Engineer of the removal of any stormwater protection devices.
3. Prior to commencing land disturbance activities, the Contractor shall clearly and accurately delineate the limits of disturbance with stakes, ribbons, or other appropriate means to the satisfaction of the City Project Engineer. No land disturbance activities shall commence until the above steps are performed.
4. Erosion and Sediment Control Measures shall be inspected and immediately repaired or replaced if found defective.
5. Contractor shall maintain erosion and sediment control measures at all times until permanent stabilization of the site is achieved.

GENERAL YARD PIPING AND UTILITIES NOTES:
1. Existing underground utilities obtained from as-builds. Contractor shall field verify existing and location prior to excavation. Protect all existing utilities during construction.
2. For piping flow stream identification, see drawing G-00-03.
3. Existing piping and equipment are shown redlined and/or existing live and non-tapping and equipment are shown heavy lines.
4. Unless otherwise shown, all piping shall have a minimum of 36" cover.
5. All pipes shall have a constant slope between invert elevations. If a fitting is shown, the pipe size shall be equal to the largest pipe in the fitting.
6. For field modifications, see G-00-03.
7. For surface restoration of asphalt, concrete, and gravel roadsides, see G-00-04.
8. For drainage, see G-11-04.
9. MINOR ALLOWANCES: Maximum percent pipes at crossings shall be 3%.
10. EROSION CONTROL EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATION SECTION 02200.
11. CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL CENTER AT 911 TO NOTIFY THE ENGINEER OF EXISTING UNDERGROUND UTILITIES. CONSTRUCTION CONTRACTORS ARE RESPONSIBLE FOR REPAIRING ANY UTILITIES DAMAGED AS A RESULT OF HUMAN ACTIONS.
12. CONTRACTOR SHALL SELECT UTILITIES THAT ARE TO BE MOVED OR REMOVED.

SECTION AND DETAIL IDENTIFICATION

SECTION DESIGNATED: A

LOOKUP SHEET PAGE 25

ENGINEERING & CAPITAL
IMPROVEMENTS DEPARTMENT
CITY OF ST. PETERSBURG

RICHARD THOMAS MORRISON, PE
CH2M HILL

EXISTING INJECTION WELL UPDATES
GENERAL
CIVIL NOTES AND LEGEND

NO. SHEET DATE
17053-111

12/27/16

ACCEP'TED: 12/30/16
**DESIGN CRITERIA**

1. **APPLICATION CODE:** F-JOB3-BUILDING CODE: B650-08-04 (2013)
2. REFER TO THE DRAWINGS FOR ADDITIONAL, AND SPECIFIC STRUCTURAL LOADS AND REQUIREMENTS.
3. ALL LOADS-SHOWN ARE SERVICE LEVEL (UNFACTORED) UNLESS SPECIFICALLY NOTED OTHERWISE.
4. **DEAD LOADS:**
   - **SELF-WEIGHT**
   - **GALVANIZED STEEL**
5. **LIVE LOADS:**
   - **SLAB ON GRADE**
   - **STEEL PIPE**
6. **WIND LOADS:**
   - **STEEL OR GALVANIZED STEEL ANGLES, CHANNELS, PLATES, ETC.**
   - **STAINLESS STEEL SHAPES**
7. **SNOW LOAD:**
   - **GROUND EXPOSED LOAD:**
     - 0.75

**FOUNDATION**

1. **GENERAL NOTES:**
   - **FILE NAME:** PROJECT NO.
   - **N**

**CONCRETE REINFORCING**

1. **REINFORCING STEEL:**
   - ASTM A416, GRADE 60
2. **FABRICATION AND PLACEMENT OF REINFORCING STEEL:**
   - SHALL BE IN ACCORDANCE WITH CRSI NO. 19-25 STANDARD PRACTICE FOR REINFORCING STEEL.
3. **CONCRETE COVER FOR REINFORCEMENT:**
   - SHALL BE 3" THICK
   - **OTHER CONCRETE SURFACE**
   - **LOCATIONS:**
     - 0.75

**CAST IN PLACE CONCRETE**

1. 28-DAY COMPRESSIVE STRENGTH:
   - **= 4500 PSI**

**WELDING**

1. **WELDS SHALL CONFORM TO AMERICAN WELDING SOCIETY (AWS) NO. 4.2-1995**

**STRUCTURAL STEEL AND METAL FABRICATIONS**

1. **STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS:**
   - **W-52GR**
   - **FABRICATED SHEET INCLUDING ANGLES, CHANNELS, PLATES ETC.**
   - **HOLLOW STRUCTURAL SECTIONS E36S**
   - **STAINLESS STEEL SHEETS**
   - **ALUMINUM SHEET**
   - **BOLTING:**
   - **STRUCTURAL DISCONNECTABILITY:**
     - **AD-529**

**GENERAL INFORMATION**

1. **FOR ASSUMPTIONS NOT LISTED ABOVE, SEE MANUFACTURERs SPECIFICATIONS AND DESIGN THE STRUCTURE AS INDICATED BY THE MANUFACTURER OF THE MATERIAL.**
2. **DESIGN DETAILS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS.**
3. **REFER TO THE DRAWINGS FOR ADDITIONAL, AND SPECIFIC STRUCTURAL REQUIREMENTS.**
4. **DO NOT MEASURE STRUCTURAL MEMBERS AND LAYOUTS, THEY ARE NOT DRAWN TO SCALE.**
5. **CAST IN PLACE CONCRETE SHALL BE EMBEDDED IN THE CONCRETE.**
6. **REFER TO THE DRAWINGS FOR ADDITIONAL AND SPECIFIC STRUCTURE LOADINGS AND REQUIREMENTS.**
7. **ALL LOADS SHOWN ARE SERVICE LEVEL (UNFACTORED) UNLESS SPECIFICALLY NOTED OTHERWISE.**
8. **ALUMINUM CONDUIT OR PRODUCTS CONTAINING ALUMINUM OR ANY OTHER MATERIAL ALUMINUM TO THE CONCRETE SHALL BE EMBEDDED IN THE CONCRETE.**
9. **ROUGHEN AND CLEAN CONSTRUCTION DETAILS AS SPECIFIED PRIOR TO PLACING ADJACENT CONCRETE.**
10. **REPAIR WELDS FOUND DEFECTIVE IN ACCORDANCE WITH AWS D1.1 SECTION 5.26.**
11. **SELF-WEIGHT SHALL BE INCLUDED IN THE DESIGN FOR STRUCTURAL MEMBERS.**
12. **PROJECT NO.**
13. **DATE:**
14. **ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT**
15. **CITY OF ST. PETERSBURG**
16. **PROJECT NO.**
17. **EXISTING INJECTION WELL UPGRADES**
18. **GENERAL STRUCTURAL NOTES**
19. **DATE:**
20. **CLEMENT W. ANSON, PE #75167**
21. **REVISION:**
ONE LINE DIAGRAMS

CONTROL DIAGRAMS

GROUND SYSTEM PLAN

GENERAL NOTES

1. DO NOT SCALE ELECTRICAL DRAWINGS. REFER TO THE CIVIL, ARCHITECTURAL, MECHANICAL AND STRUCTURAL DRAWINGS AND APPROVED MANUFACTURER’S SHOP DRAWINGS FOR THE EXACT LOCATION OF ALL EQUIPMENT.
2. ALL WORK SHALL COMPLY WITH NEC AND LOCAL CODES.
3. CONDUCTORS SHALL NOT BE SPLICED EXCEPT AS NOTED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS.
4. ALL CONDUITS SHALL HAVE AN EQUIPMENT GROUND CONDUCTOR SIZED FOR TABLE 250.122 OF THE NEC. UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL VERIFY EXISTING UNDERGROUND UTILITIES, PIPING, ETC. REMOVE NEW CONDUIT, ETC. AS REQUIRED.
6. ALL EXISTING INFORMATION SHOWN MUST BE FIELD VERIFIED. ACCURACY OF EXISTING WIRING IS NOT GUARANTEED.
7. DO NOT INSTALL ANY CONDUITS, PULLEYS, MANHOLES, LIGHT POLES, CONTROL PANELS, ETC. BEYOND DESIGNATED FOR FUTURE STRUCTURES.
8. PROVIDE AND INSTALL WARNING AND OTHER SIGNS ON PARK PANELBOARDS, CONTROL PANELS, AND OTHER EQUIPMENT REQUIRED BY CODE ARTICLE 110.16.
9. SEE THE FOLLOWING DRAWINGS FOR SECTION OF ELECTRICAL WORK: YARD PIPING AND PROCESS MECHANICAL PLANS AND THE P&ID. SEE SUMMARY OF WORK IN SPECIFICATION SECTION 01 11 00B.

NOTES:
1. THESE AND OTHER LEGEND SHEETS. SOME SYMBOLS AND ABBREVIATIONS MAY APPEAR ON THE LEGEND AND NOT ON THE DRAWINGS.
2. FOR ADDITIONAL ABBREVIATIONS OF OTHER DIVISIONS (HVAC, MECHANICAL, AND STRUCTURAL) SEE OTHER LEGENDS.
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

EXISTING INJECTION WELL UPGRADES

1. REMOVE ALL VEHICLES, SITE MACHINERY, AND UTILITY LINES PRIOR TO COMMENCING WORK.
2. REMOVE VEHICLE PITS, SLAB, AND OTHER MATERIALS ON SITE PRIOR TO BEGINNINGS OF WORK.
3. RV AND ENCAMPMENTS MUST BE REMOVED FROM ANY UTILITIES OR GROUNDS.
4. CLEAR ADEQUATE PATH TO EACH WELL SITE.
5. RECORD ALL DISTURBED AREAS AND SITE LOCATION.
6. INSTALL SILT FENCE ON DOWNHILL SIDE OF WORK AREAS TO PREVENT SEDIMENT FROM LEAVING SITE.
7. INSTALL SOD ON AREA.
8.紀錄所有受影響的地區。
9. 在斜坡的下行側安裝防護網，以防止泥沙離開現場。
10. 在斜坡的下行側安裝防護網，以防止泥沙離開現場。
11. 在斜坡的下行側安裝防護網，以防止泥沙離開現場。
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49. 在斜坡的下行側安裝防護網，以防止泥沙離開現場。
50. 在斜坡的下行側安裝防護網，以防止泥沙離開現場。
PROPOSED INJECTION WELL NOs. 1 AND 2 - SITE PLAN

EXISTING INJECTION WELL UPGRADES
YARD PIPING

EXISTING 5MG RESERVOIR NO. 1
GROUND STORAGE
EXISTING 5MG RESERVOIR NO. 2
GROUND STORAGE

ST PETERSBURG NWRF
26th AVENUE NORTH

EXISTING PUMP STATION
EXISTING INTERMEDIATE

EXISTING RCWM EXST 36" PLE
EXISTING RCWM EXST 42" PLE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE: JUL 2018

PROJECT No: 17053-111

RICHARD THOMAS MORRISON PE #67713

DESIGN: RICHARD THOMAS MORRISON PE

FILE NAME: PLOT.DWG
PLOT DATE: 7/9/2018
PLOT TIME: 3:22:11 PM

FILE NAME: PLOT.DWG
PLOT DATE: 7/9/2018
PLOT TIME: 3:22:11 PM
EXISTING INJECTION WELL UPGRADES

DEMOLOITION GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THE DISPOSAL OF MATERIALS, DANGEROUS AND TOXIC WASTE.

2. CONTRACTOR SHALL NOTIFY OWNER AND OWNER AT LEAST 48 HOURS BEFORE THAN REMOVAL ACTIVITIES. CONTACT TO BE SUBMITTED DAILY AT LEAST 24 HOURS IN ADVANCE OF ACTIVITIES.

3. CONTRACTOR SHALL VERIFY ALL EQUIPMENT AND COMPONENTS. PROTECT ALL EXISTING WATER, GAS, ELECTRICITY AND TELEPHONE LINES TO PREVENT ANY DAMAGE OR FIREHAZARD. VERIFY THAT ALL UTILITY SERVICE SUCH AS WATER, GAS, ELECTRICITY ARE DISCONNECTED PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES. CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER AT LEAST 48 HOURS BEFORE STARTING DEMOLITION ACTIVITIES.

4. EXISTING EQUIPMENT AND ITEMS SHALL BE REMOVED FROM SERVICE AND DELIVERED TO THE OWNER AT THEIR DISCRETION.

5. EXISTING GRADE.

6. GRADE.

7. DEMOLISH WALLS TO 4 FEET MINIMUM BELOW CENTER MAXIMUM IN BASE SLAB FOR DRAINAGE.

8. CORE DRILL 6" DIAMETER HOLES AT 5 FEET ON CENTER MAXIMUM IN BASE SLAB FOR DRAINAGE.

9. TEST CASING ACROSS AND OUTUP TO 3 FEET BELOW GRADE OR UNTIL, CASING IS IN GOOD CONDITION TOAGONAL CARBON STEEL CASING.

LEGEND

EXISTING GRADE.

EXISTING PIPE SUPPORTS.

EXISTING WALLS TO 4 FEET MINIMUM BELOW CENTER MAXIMUM IN BASE SLAB FOR DRAINAGE.

LEGEND:

### SHEET KEYNOTES

1. DEMOLISH PIPE SUPPORTS.

2. DEMOLISH WALLS TO 4 FEET MINIMUM BELOW CENTER MAXIMUM IN BASE SLAB FOR DRAINAGE.

3. CORE DRILL 6" DIAMETER HOLE AT 5 FEET ON CENTER MAXIMUM IN BASE SLAB FOR DRAINAGE.

4. BACKFILL WITH GRANULAR FILL TO MATCH EXISTING GRADE.

5. CORE DRILL 6" DIAMETER HOLE AT 5 FEET ON CENTER MAXIMUM IN BASE SLAB FOR DRAINAGE.

6. TEST CASING ACROSS AND OUTUP TO 3 FEET BELOW GRADE OR UNTIL, CASING IS IN GOOD CONDITION TOAGONAL CARBON STEEL CASING.
GENERAL NOTES

1. WELL HEAD SLEEVE FLANGE SHALL BE TYPE 316 SST WELD TO SURFACE OF 1" TYPE 316 SST PIPE TO ALLOW R-RANGE FOR LOGGING.

2. ALL FITTINGS, BOLTS, AND VALVES ON WELL HEAD SHALL BE 316 SST.

3. BURIED PIPE TO BE CEMENT-LINED DUCTILE IRON.

4. INJECTION WELL, NO. 2 IS SUPPLIED BY 20" FEED LINE AT TWO LOCATIONS, SIZE OF THE 20" DIPS AND ANY CEMENT-LINED PIPE MUST BE MODIFIED ACCORDINGLY.

5. INSTRUMENT AND EQUIPMENT TAGS X=1 AND 2 FOR INJECTION WELL NO'S. 1 & 2 RESPECTIVELY.

6. PROVIDE CONVERSION KIT FOR 316 SST TO MATERIALS PROVIDED.

- INSULATED BOLTS AND GASKETS.
- CARBON STEEL TRANSITION INCLUDING INSULATED BOLTS AND GASKETS.
- PROVIDE CONVERSION KIT FOR 316 SST TO MATERIALS PROVIDED.

- MODIFIED ACCORDINGLY.
- COUPLING AND RJ-DI CONCENTRIC REDUCER ARE BLIND FLANGE FOR LOGGING.
- WELL HEAD BLIND FLANGE SHALL BE TYPE 316 SST.

- BLIND FLANGE FOR LOGGING.
- New carbon steel weld to existing metal pipe below grade or until existing casing is in good condition to NEW WELL.

- Well head see note 1

- 6" BV FLOW METER 24" MAGNETIC

- New carbon steel pipe to existing metal pipe below grade or until existing casing is in good condition to NEW WELL.

- Well head see note 1

- 6" BV FLOW METER 24" MAGNETIC

- New carbon steel pipe to existing metal pipe below grade or until existing casing is in good condition to NEW WELL.
PROPOSED INJECTION WELL NO's. 1 & 2 - ELECTRICAL SITE PLAN

EXISTING INJECTION WELL UPGRADES
ELECTRICAL
INJECTION WELL NO's. 1 AND 2
ELECTRICAL SITE PLAN

DAVID C. NICHOLSON, PE #60201
A QUINONES

PROJECT No 17563-111

verify scale
bar is one inch on original drawing.

1"=80'

7-9-2018

8:20:10 PM
INJECTION WELL NO. X
SYSTEM
DISTRIBUTION
REUSE
FROM EXISTING
PUMP STATION
INTERMEDIATE
FROM PLANT
ENCLOSURE
SCADA
EXISTING
SP-100

GENERAL SHEET NOTES

1. CONVERT TO ARTESIAN PRESSURE IN UNIT OF FT.
   DEPRESSED, VALVE WILL TRAVEL (OPEN/CLOSE)
   MOMENTARY PUSHBUTTON, WHEN IN LOCAL AND
   USE EXISTING 10' MAST AT WELL SITES.
   BETTER CONNECT RADIO TO EXISTING SCADA
   PROTECTORS AT BOTH ENDS OF CONNECTING
   TOWER. INCLUDE UBIQUITI ETH-SP SURGE
   PROTECTORS AT BOTH ENDS OF CONNECTING
   TOWER. INCLUDE UBIQUITI ETH-SP SURGE

2. FURNISH AND INSTALL UGHTU-L EDAC-16-100
   PANEL, 6" LOGGING PORT, 4" QUICK PORT, 2" SPARE
   PORT, UPS C/WILSON

3. USE EXISTING 10' MAST AT WELL SITES.

4. MOMENTARY PUSHBUTTON WHEN IN LOCAL AND
   CONNECT TO EXISTING LOCAL CONTROL
   NETWORK. CHOOSE A NEARBY STRING OF EXISTING
   LOCAL CONTROL NETWORK.

120V
480V

FIELD BOOK No.
LOCATION:

ENGINEERING & CAPITAL
DEPARTMENT
CITY OF ST. PETERSBURG

INJECTION WELL NO. X

PROJECT No.
17563-111

17053-111
6913
09.03
0

4350 WEST CYPRESS STREET
SUITE 600
SUITE 600
TAMPA, FL 33607
TAMPA, FL 33607

CREIGHTON LEMASTER WILSON, III PE #42982
CREIGHTON LEMASTER WILSON, III PE #42982

FURNISH AND INSTALL EXISTING INJECTION WELLS NO. 1 & 2
RESPECTIVELY.
FURNISH AND INSTALL EXISTING INJECTION WELLS NO. 1 & 2
RESPECTIVELY.

1. CONVERT TO ARTESIAN PRESSURE IN UNIT OF FT.
   DEPRESSED, VALVE WILL TRAVEL (OPEN/CLOSE)
   MOMENTARY PUSHBUTTON, WHEN IN LOCAL AND
   USE EXISTING 10' MAST AT WELL SITES.
   BETTER CONNECT RADIO TO EXISTING SCADA
   PROTECTORS AT BOTH ENDS OF CONNECTING
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   PROTECTORS AT BOTH ENDS OF CONNECTING
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2. FURNISH AND INSTALL UGHTU-L EDAC-16-100
   PANEL, 6" LOGGING PORT, 4" QUICK PORT, 2" SPARE
   PORT, UPS C/WILSON

3. USE EXISTING 10' MAST AT WELL SITES.

4. MOMENTARY PUSHBUTTON WHEN IN LOCAL AND
   CONNECT TO EXISTING LOCAL CONTROL
   NETWORK. CHOOSE A NEARBY STRING OF EXISTING
   LOCAL CONTROL NETWORK.
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of November 15, 2018

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-08-AUS/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, assessment and gap analysis, and distribution system water quality audit report in an amount not to exceed $189,920.00 (ECID Project No. 18130-111; Oracle No. 16637); and providing an effective date.

EXPLANATION: The City currently utilizes chloramines as a disinfection method for the potable water. After treatment at the Cosme WTP, water travels approximately 25 miles south to the City’s water distribution system. This long distance provides challenges in maintaining a chloramine residual at the furthest reaches of the piping system during periods of low flow. The City desires a long term solution to improve water quality and maintain sufficient residual in the distribution system.

On December 13, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and Arcadis, U.S., Inc. ("A/E") for potable water, wastewater, and reclaimed water projects.

Task Order No 16-08-AUS/W, in the amount of $189,920.00 will provide funding for the project management, data collection, assessment and gap analysis and benchmarking against national practices. The A/E will prepare a Distribution System Water Quality Audit Report evaluating effectiveness of current practices, evaluate and provide nitrification alternatives.

Task Order No 16-08-AUS/W includes the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
<th>(New)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>$17,880.00</td>
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</tr>
<tr>
<td>Assessment and Gap Analysis</td>
<td>$69,520.00</td>
<td></td>
</tr>
<tr>
<td>Nitrification Control Alternatives Evaluation</td>
<td>$39,260.00</td>
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<tr>
<td>Distribution Assessment and Nitrification Alternatives</td>
<td>$10,000.00</td>
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<tr>
<td>Distribution System Water Quality Audit Report</td>
<td>$38,260.00</td>
<td></td>
</tr>
<tr>
<td>Allowance</td>
<td>$15,000.00</td>
<td></td>
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</tbody>
</table>

Consultant Total $189,920.00
This evaluation will recommend best practices and improvements to maintain sufficient chloramine residuals in the distribution system.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

**RECOMMENDATION:** Administration recommends approving a Resolution authorizing the Mayor or his designee to execute Task Order No. 16-08-AUS/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, assessment and gap analysis, and distribution system water quality audit report in an amount not to exceed $189,920.00 (ECID Project No. 18130-111; Oracle No. 16637); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS Water Quality Audit FY18 Project (16637).

**ATTACHMENTS:** Resolution

**APPROVALS:**

[Signature] Administrative
[Signature] Budget
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-08-AUS/W ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ARCADIS U.S. INC. ("A/E") DATED DECEMBER 13, 2016 FOR A/E TO PROVIDE PROJECT MANAGEMENT, ASSESSMENT AND GAP ANALYSIS, AND DISTRIBUTION SYSTEM WATER QUALITY AUDIT REPORT IN AN AMOUNT NOT TO EXCEED $189,920 (ECID PROJECT NO. 18130-111; ORACLE NO. 16637); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Arcadis U.S., Inc. ("Consultant") entered into an architect/engineering agreement on December 13, 2016, for Consultant to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-08-AUS/W in an amount not to exceed $189,920 for Consultant to provide project management, assessment and gap analysis, and distribution system water quality audit report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-08-AUS/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, assessment and gap analysis, and distribution system water quality audit report in an amount not to exceed $189,920.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
00410167

Approved by:

Brejesh Frayman, P.E., SP, ENV
Engineering & Capital Improvements Director
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

TO: The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., ENV SP, Director
      Engineering & Capital Improvements Department

RE: Consultant Selection Information
    Task Order No. 16-08-AUS/W in the amount of $189,920.00

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

   The project involves evaluation of the City’s Potable Water Distribution System to develop best practices to implement to provide sustained levels of water quality.

   Arcadis U.S., Inc. has satisfactorily completed similar analysis for other Agencies and has significant experience in the water quality testing and compliance.

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

2. Transaction Report listing current work – See Attachment A
<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<tr>
<td>01</td>
<td>WRD</td>
<td>St. Petersburg Water Quality Support Revision No. 1</td>
<td>01/3/17</td>
<td>20,166.00</td>
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<td></td>
<td></td>
<td></td>
<td>02/16/17</td>
<td>5,421.00</td>
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<tr>
<td>02</td>
<td></td>
<td>Cancelled (07/12/17 per Brejesh) Project will be included in Master Plan</td>
<td></td>
<td></td>
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<td>03</td>
<td>17106-111</td>
<td>Oberly Pumping Station Chemical Injection</td>
<td>12/01/17</td>
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<td>04</td>
<td>18065-111</td>
<td>Washington Terrace Pumping Station Valve Replacement and Chemical Storage and Feed System</td>
<td>02/13/18</td>
<td>108,971.00</td>
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<td>05</td>
<td>18090-111</td>
<td>FEMA DR-4337 - Hurricane Irma Grant Application - SWWRF</td>
<td>04/18/18</td>
<td>28,320.00</td>
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<td>06</td>
<td>TBD</td>
<td>SWWRF Stormwater Injection Feasibility Study Phase I Amend No. 1 - Phase II &amp; III</td>
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<td>07</td>
<td>18099-110</td>
<td>FEMA DR-4337 Hurricane Irma Grant Application - Seawalls</td>
<td>04/16/418</td>
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<td>08</td>
<td>18130-111</td>
<td>Distribution System Water Quality Audit</td>
<td>Pending</td>
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<tr>
<td></td>
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<td></td>
<td>Total:</td>
<td>294,257.00</td>
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TASK ORDER NO. 16-08-AUS/W
DISTRIBUTION SYSTEM WATER QUALITY AUDIT
POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 18130-111

This Task Order No. 16-08-AUS/W is made and entered into this ______ day of ________________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between Arcadis U.S., Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City’s Cosme Water Treatment Plant (WTP) has an estimated service population of 330,000 customers. The City currently utilizes chloramines for disinfection in the water distribution system. Water is treated at the WTP, then travels through one of two transmission mains approximately 25 miles south to the City’s distribution system. As water travels through the series of pipes, the City has noted difficulty in maintaining a chloramine residual in the furthest reaches of its distribution system during low demand periods.

Historically, the City has utilized flushing to improve chloramine residual which is a labor-intensive process by which potable water is discharged quickly through fire hydrants. This temporarily cleans the pipes, in turn improving the retention of chloramine residual and reducing the risk of nitrification. The City desires a long-term solution to improve water quality and chloramine residual in its water distribution system. To accomplish this objective, the City has requested the A/E conduct an assessment of the distribution system water quality and evaluate nitrification control alternatives.

II. SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

1.1 Project Management and Monthly Reporting

The project is estimated to follow a 6-month schedule. The A/E shall provide the following services throughout the duration of the project:

- Provide overall project coordination.
- Manage project schedule and budget.
- Prepare and distribute agendas and support documentation for all project meetings.
- Prepare and distribute minutes from all project meetings within two weeks of their occurrence.
- Prepare and submit monthly progress reports and invoices.
1.2 Project Kickoff Meeting

Upon notice-to-proceed, A/E will schedule a kick-off meeting with the City to be held at City offices. A/E will provide a list of requested data to the City prior to the project kick-off meeting. This will include, but may not be limited to:

- 2012 – 2017 source water quality data (i.e., from Tampa Bay Water).
- 2012 – 2017 treated water quality data from the Cosme WTP.
- 2012 – 2017 distribution system water quality data, including data from the Oberly and Washington Terrace facilities and the City’s 160 Total Coliform Rule monitoring locations.
- 2012 – 2017 water quality complaints.
- 2012 – 2017 flushing data including location, frequency, volume and reason for the flush (i.e., water quality, main break, etc.).
- Electronic copy of the City’s water distribution system hydraulic model.

TASK 2 – ASSESSMENT AND GAP ANALYSIS

2.1 Distribution O&M Practices Assessment

The A/E will assess the City’s existing distribution system practices and protocols using the guiding principles of the American Water Works Association (AWWA) G200 Standard, Distribution Systems Operation and Management and the AWWA Partnership for Safe Water Distribution System Optimization Program (DSOP). The AWWA Partnership includes goals for water quality, infrastructure, and hydraulic integrity. However, the focus of this assessment will be solely focused on the water quality portion of the AWWA Partnership goals. The A/E will compare current operating, maintenance, monitoring, treatment, and other practices with those of industry best management practices, in order to identify gaps that can potentially impact distribution system water quality.

The assessment will include an audit of the following elements: water quality monitoring and data management, water quality maintenance practices (i.e., flushing), existing water hydraulic model output, complaints and customer service, water loss, storage facility operation, and rehabilitation and replacement practices. Note that A/E will not be conducting any hydraulic modeling. Hydraulic modeling will be performed by the City.

The A/E will develop a series of audit forms and checklists for each element known to impact distribution system water quality integrity. Audit forms will be tailored to the City’s distribution system and will leverage the self-assessment checklists already contained in the AWWA Partnership for Safe Water Distribution System Optimization Program. The self-assessment questions will be set up in a simple “Yes/No” format, allowing for rapid identification of program strengths, weaknesses and gaps.

Using the checklists, the A/E will interview select staff representing operations, maintenance, water quality, engineering, planning, field construction, cross connection control, and/or other pertinent utility departments. Interviews are anticipated to last up to three days and will be coordinated with necessary field visits to conduct the assessment. The A/E will schedule the interviews with the City in such a manner as to minimize disruption to utility operations.
2.1.1 Water Quality Monitoring

The A/E will review existing water quality monitoring practices, including both regulatory and non-regulatory monitoring for the purposes of maintaining distribution system water quality.

2.1.2 Water Quality Maintenance Practices (Flushing)

The A/E will review existing flushing practices utilized by the City for the purposes of maintaining water quality and identify opportunities for improvement.

2.1.3 Water Age

The A/E will review distribution system water age estimates provided by the City and identify locations and strategies that may be effective for reduction of water age in high water age areas.

2.1.4 Complaints and Customer Service

The A/E will review water quality complaints. Those complaints will be located geographically to identify areas in the distribution system where water quality improvements might be most needed.

2.1.5 Water Loss

The A/E will review existing water loss data provided by the City for comparison to national and local/regional benchmarks and goals.

2.1.6 Storage and Pump Station Operation

The A/E will review water distribution system storage and pump station operation to identify operational strategies which may result in water quality improvements.

2.1.7 Cross-Connection and Backflow Prevention

The A/E will review the City's existing cross-connection and backflow prevention program and identify opportunities for improvement which may help with water quality.

2.1.8 Construction and R&R Practices

The A/E will review the City's construction and rehabilitation and replacement (R&R) practices for compliance with AWWA standards and identify areas of potential improvement.

2.2 Gap Analysis

Based on the results of Task 2.1, the A/E will compare existing practices and procedures to industry best practices, including, but not limited to AWWA Standard G200, Partnership for Safe Water, Water Research Foundation (WRF) reports, and other guidelines. Both metric-based (performance) and non-metric (process) measurements will be included. The A/E will use the guidelines to identify strengths, weaknesses and gaps in current practices,
as well as opportunities for improvement. The A/E will assess the City’s current practices as compared to industry best practices and will assign one of the following qualitative designations: 1) existing practice meets or exceeds industry best practices, 2) needs minor strengthening, 3) needs major strengthening, 4) no existing program or similar practice, or 5) not applicable.

Gaps will be prioritized based on the evaluation criteria established during the Project Kickoff Meeting. The A/E will identify early action items that the City can begin to implement immediately improve distribution system operation and/or corrosion control treatment.

**TASK 3 – NITRIFICATION CONTROL ALTERNATIVES EVALUATION**

3.1 Historical Water Quality and Flushing Data Review

The A/E will review historical water quality data from the City, including treated water quality from the Cosme WTP, Oberly and Washington Terrace facilities, and water distribution system. Specifically, the A/E will evaluate the historical consistency and stability of the water supply from Tampa Bay Water and the Cosme WTP and the impacts of transmission and distribution on water quality, including chloramine residual stability and nitrification.

The A/E shall also evaluate the impacts of water quality maintenance activities, such as flushing and other actions taken by the City, and their effectiveness in improving disinfectant residual stability, increasing/maintaining disinfectant residuals, and reducing the potential for nitrification.

3.2 Literature Review

The A/E shall conduct a literature review, including discussions with other water utilities, to identify nitrification prevention and water quality maintenance practices, including free chlorine burns, chlorite addition, chemical additive alternatives, flushing, water age management, storage management, increasing chloramine residual, pH adjustment, and better chemical feed control (i.e., reducing free ammonia in the distribution system by better controlling the chlorine-to-ammonia feed ratio). The A/E shall identify the relative effectiveness of each of these practices, the advantages and disadvantages, and their suitability for application within the City.

**TASK 4 – DISTRIBUTION ASSESSMENT AND NITRIFICATION CONTROL ALTERNATIVES WORKSHOP**

Prior to submittal of the draft Distribution System Water Quality Audit Report, the A/E will coordinate a Distribution Assessment and Nitrification Control Alternatives Workshop with the City. The workshop is anticipated to last approximately one-half day and will be used to review the results of the distribution practices assessment and gap analysis (Task 2) and nitrification control alternatives evaluation (Task 3). The workshop provides an opportunity for the City and the A/E to discuss the results of the analysis, preliminary best practices recommendations, and any early actions to improve distribution system water quality.
TASK 5 – DISTRIBUTION SYSTEM WATER QUALITY AUDIT REPORT

Following the Distribution Assessment and Nitrification Control Alternatives Workshop, the A/E will prepare a Distribution System Water Quality Audit Report summarizing the results of the distribution system assessment and nitrification control alternatives evaluation. The report will also include recommended future water quality maintenance activities, including continued flushing, conversion from reclaimed water to potable water for public access irrigation, chemical additive alternatives, free chlorine burns (including the estimated flushing effort to perform the chlorine burn and associated man hours and costs), and other strategies identified during the evaluation. Included in that discussion will be a summary of the effectiveness of the activity, costs, benefits, and unintended consequences. This scope does not include the implementation plan for the recommended alternatives.

5.1 Draft Report

The A/E will provide an electronic draft copy of the report in accordance with the A/E Agreement, Section 23.0 - Reports to City Council, and will allow for a 10-working day review period from date of delivery by the A/E

5.2 Final Report

Following the review period, the A/E will coordinate a review meeting with the City during which the A/E and the City can discuss any comments or concerns and determine the most appropriate resolution of any comments. Depending on the nature of the comments this could include a face-to-face meeting or teleconference at the City’s Project Manager’s discretion. The A/E will submit a final report that incorporates the City’s comments and the discussion from the review meeting within working 10 days following the review meeting, unless it is agreed with the City that additional time is warranted to address any comments.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

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<tr>
<th>Task</th>
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<td>Task 1 - Project Management and Monthly Reporting, Project Kickoff Meeting</td>
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<td>Task 2 - Assessment and Gap Analysis, Distribution System Assessment</td>
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<td>Task 3 - Nitrification Control Alternatives Evaluation</td>
<td>120 days</td>
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<td>Task 4 - Distribution Assessment and Nitrification Control Alternatives Workshop</td>
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IV. A/E’S RESPONSIBILITIES

The A/E shall perform the tasks outlined in Section II. Scope of Services.

V. CITY’S RESPONSIBILITIES

- City will provide requested data in electronic format for ease of compilation and evaluation.
- Allow the A/E access to sites as needed per Section II.

VI. DELIVERABLES

Deliverables will be distributed as PDF files via email.

Task 1 - Project Management
- Initial data request.
- Project Kick-Off Meeting agenda and meeting summary.

Task 2 - Assessment and Gap Analysis
- Final distribution system assessment checklists.

Task 3 - Nitrification Control Alternatives Evaluation
- None.

Task 4 - Distribution Assessment and Nitrification Control Alternatives Workshop
- Distribution Assessment and Nitrification Control Alternatives Workshop agenda and meeting summary.

Task 5 - Distribution System Water Quality Audit Report

VII. A/E’S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the lump sum amount of $174,920.

This Task Order establishes an allowance in the amount of $15,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $189,920, per Appendix A.
VIII. PROJECT TEAM

The project team is comprised entirely by staff of Arcadis U.S., Inc. No subconsultants or subcontractors are required.

IX. MISCELLANOUS

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

ATTEST

By: ____________________________
   Chandrahasa Srinivasa
   City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: __________________________

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

By: ____________________________
   City Attorney (Designee)

__________
Arcadis U.S., Inc.
(Company Name)

By: ____________________________
   (Signature)
   Christopher P. Hill, Vice President
   (Printed Name and Title)

Date: 9/27/18

WITNESSES:

By: ____________________________
   (Signature)
   David O'Connor
   (Printed Name)

By: ____________________________
   (Signature)
   Scott P. Lehman
   (Printed Name)
### I. Manpower Estimate: All Tasks

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### III. Fee Limit

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### IV. Notes:

1. Rates per contract.
2. Includes expenses for:
3. Includes 10 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only at the written authority of City's written authorization.
The following page(s) contain the backup material for Agenda Item: A resolution by City Council approving the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of November 15, 2018

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

SUBJECT
A Resolution by City Council approving the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan.

RECOMMENDATION
Administration recommends City Council approve the attached Resolution.

OVERVIEW

On August 2, 2018, St. Petersburg City Council approved Ordinance 333-H adopting amendments to the Intown Redevelopment Plan that increased by $115 million - from $117.354 million to $232.354 million – the public improvements in the IRP redevelopment program that can be funded by tax increment financing. Included as part of the $115 million increase was approval to use up to $5 million in City and County TIF contributions to assist the rehabilitation of historic properties east of 8th Street. “Historic” properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts. The Pinellas County Board of County Commissioners approved the amendments on September 13, 2018.

To distribute the public funding equitably, City Administration has devised a grant program to ensure as many eligible property owners as possible can potentially take advantage of the funding opportunity (see Exhibit A to attached resolution). The hallmarks of the program include:

- Requiring City Council approval of all grant awards;
- Allocating $1 million for the first round of grants beginning in late 2018, with an annual grant cycle;
- Capping at $250,000 cap on any individual grant award with no more than half of eligible costs being paid from City grant proceeds;
- Linking eligible and ineligible expenditures of the grant program to the City’s existing Ad Valorem Tax Exemption for Historic Properties program;
- Excluding grant applicants that have code enforcement liens or assessments or evidence of financial improprieties;
- Allowing properties within Intown that that have been formally Determined Eligible for Listing on the St. Petersburg Historic Register by the Community Planning and Preservation Commission to participate in the program; and
Requiring all grant awardees that are not currently St. Petersburg Historic Landmarks to designate their properties to ensure future renovations are reviewed by the City in accordance with the historic preservation ordinance.

City Administration has also created a scoring system to objectively evaluate and prioritize grant submittals. The scoring system, which is detailed in Attachment 4 of resolution Exhibit A, includes the following elements:

- Historic Significance: up to 15 points
- Total Capital Investment: up to 10 points
- Investment in Rehabilitating Historic Features: up to 10 points
- Investment in Major Building Systems: up to 20 points
- Affordable Housing: up to 10 points
- Funding Need: up to 7 points
- Location along Central Avenue Corridor: 5 points
- Current or Proposed Use: up to 7 points
- Existing Local Business Tenant: 5 points

City staff will evaluate applications according to the criteria and prioritize them accordingly. The ranked applications will then be forwarded to City Council, which will make the final decision on the award.

RECOMMENDATION

Administration recommends City Council approve the attached Resolution.

Attachment: Resolution
2018 -

A RESOLUTION BY ST. PETERSBURG CITY COUNCIL APPROVING THE PROPOSED "HISTORIC REHABILITATION AND CONSERVATION GRANT PROGRAM" FOR THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1981 and 1982 both the City of St. Petersburg, Florida ("City") and the Pinellas County, Florida ("County") approved certain resolutions and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into which tax increment financing ("TIF") revenues have been appropriated and expended;

WHEREAS, TIF revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163;

WHEREAS, the Plan has been amended and its redevelopment budget increased from time to time since its adoption in 1982;

WHEREAS, on August 2, 2018, City Council adopted Ordinance 333-H which amended the Plan to increase TIF funding for projects identified in the Revised Table 2 of the Intown Redevelopment by $115 million – from $117.354 million to $232.354 million;

WHEREAS, the increased TIF funding for projects identified in the Revised Table 2 will fund "Waterfront, Transit and Parking Improvements" east of 8th Street; "Rehabilitation and Conservation of Historic Resources" east of 8th Street; and "Redevelopment Infrastructure Improvements" west of 8th Street related to the redevelopment of the Tropicana Fields site and its environs;

WHEREAS, on September 13, 2018, the Pinellas County Board of County Commissioners approved the amendments;

WHEREAS, the approved amendments to the Plan, inter alia, provide up to $5 million in tax increment financing to fund rehabilitation and conservation of historic resources within Intown east of 8th Street;

WHEREAS, City Administration has created the IRP "Historic Rehabilitation and Conservation Grant Program" to equitably disburse funding for eligible property owners within Intown.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposed "Historic Rehabilitation and Conservation Grant Program" for the Intown Redevelopment Plan that is detailed in Exhibit A is hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED BY:

[Signature]
City Attorney (Designee)

APPROVED BY:

[Signature]
City Development Administration
Exhibit A

Historic Rehabilitation and Conservation Grant Program
Intown Community Redevelopment Plan
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

Purpose

St. Petersburg has one of the oldest downtowns in the state of Florida and the rehabilitation and conservation of historic properties has shaped its economic development for the last forty years. In addition to the preservation of such landmarks as the Renaissance Vinoy, Snell Arcade, Kress Building, Mirror Lake High School, the Mirror Lake Library, the Coliseum and Lawn Bowling Club and Shuffleboard Courts, dozens of other smaller-scale historic preservation projects have helped preserve the unique architectural and local character of Downtown.

To maintain this distinctive quality of Downtown, in 2018 City Council approved up to $5 million to the Intown Redevelopment Plan budget to support the continued rehabilitation and conservation of historic properties. See Attachment 1 for a map of the Intown Redevelopment Area.

This funding will be allocated to eligible properties defined below through a competitive grant process. City Council has found that the retention of a historic building is a substantial benefit to the health, prosperity, safety, welfare and economic well-being of the people. Preserving, protecting, perpetuating and using landmark sites and historic districts is promoted as public policy by the Historic Preservation Element of the Comprehensive Plan and implemented by the "Historic and Archaeological Preservation Overlay" of the City's zoning ordinance, which identifies St. Petersburg landmarks and outlines the regulatory process for their protection (see St. Petersburg's Land Development Regulations).

Eligible Properties

Historic properties located within the Intown Redevelopment Area are eligible for the grant program (see Attachment 1). "Historic properties" are defined as those listed individually on the St. Petersburg Register of Historic Places (SPRHP) or National Register of Historic Places (NRHP), or contributing buildings in St. Petersburg or National Register districts. Currently, there is one historic district partially located within the Intown Redevelopment Area – the Downtown St. Petersburg National Register District that was designated in 2004. For a list of Intown properties currently individually listed on the St. Petersburg or National Register of Historic Places, see Attachment 2. (To identify specific properties deemed contributing to a St. Petersburg or National Register district, please contact Planning and Development Services at 727-892-5451.)

In addition, properties that were determined eligible in 2006 for listing on the SPRHP may also take advantage of the program. Attachment 3 lists the properties that are currently deemed potential St. Petersburg historic landmarks based on a Determination of Eligibility. Properties not currently listed individually on the St. Petersburg or National Register of Historic Places, may undergo a Determination of Eligibility by City Historic Preservation staff to determine if their properties are eligible for listing. However, to apply for the IRP historic preservation grant,
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

A property must be formally deemed eligible for historic landmark listing by the Community Planning and Preservation Commission (CPPC), either as part of the 2006 group or by later action of the CPPC.

**Award Amount**

Applicants are eligible for an award up to $250,000 that will be reimbursable on issuance of a Certificate of Completion or Occupancy (depending on use) from the City of St. Petersburg’s Construction Services and Permitting Division, and inspection and approval of the work by historic preservation staff. The City award will not exceed more than fifty percent (50%) of the total eligible project costs.

In addition to the grant award, awardee properties may be eligible for a Rehabilitation Ad Valorem Tax Exemption (property taxes), Rehabilitation Tax Credit (federal income taxes), and Florida Building Code Exemptions.

**Selection Process**

Applications will be accepted on a rolling basis. The fall 2018 round of funding will total $1,000,000 with amounts in future rounds dependent on available “pay-as-you-go” funding in successive fiscal years of the Intown Redevelopment Plan Redevelopment Trust Fund. It is expected that in future years a Notice of Funding Availability will be issued in the fall with applications accepted in the winter. Funding will not be available to pay for the awards until May in any given year.

City staff will review the applications through the scoring system identified in Attachment 4 below. The ranked applications will then be forwarded to City Council, which will make the final decision on the award(s).

**Post Award Review and Compliance**

Awardees will be required to sign a grant agreement that stipulates their rights and responsibilities under the Historic Rehabilitation and Conservation Grant. In addition, a Certificate of Appropriateness review of interior and exterior work is required for all awardees. Awardees not listed on the St. Petersburg Register of Historic Places at the time of grant award must agree to be listed on the St. Petersburg Register to ensure that future work on the property is conducted consistent with the requirements of the historic preservation ordinance.
Eligible and Ineligible Costs (see Attachments 5 and 6)

The Historic Rehabilitation and Conservation Grant program is available to fund eligible exterior and interior improvements for commercial, residential, industrial and mixed-use projects within the Intown Redevelopment Area.

Any expenditure for a structural component of a building will qualify for the rehabilitation tax credit. Treasury Regulation 1.48-1(e)(2) defines structural components to include walls, partitions, floors, ceilings, permanent coverings such as paneling or tiling, windows and doors, components of central air conditioning or heating systems, plumbing and plumbing fixtures, electrical wiring and lighting fixtures, chimneys, stairs, escalators, elevators, sprinkling systems, fire escapes, and other components related to the operation or maintenance of the building. The City of St. Petersburg allows certain expenses that typically are not eligible for the Federal Tax Credit, but that are historically appropriate for retaining essential character of a historic building (as deemed appropriate by City staff).

In addition to the above named "hard costs", there are "soft costs" which may also qualify. These include construction period interest and taxes, architect and engineering fees, construction management costs, reasonable developer fees, and any other fees paid that would normally be charged to a capital account.

Submittal Requirements

Applications are to be submitted in an 9”x12” envelope or larger with the project’s name and location, and the applicant’s name and address to the Economic and Workforce Development Department (or successor department) on the 9th Floor of the Municipal Service Building, which is located at 1 Fourth Street North, St. Petersburg, Florida, 33701.

Application packages must include the following information:

- Completed and signed application form
- $35 application fee paid in check or money order
- Copy of current business tax certificate
- Submittal of appraisal conducted within the last year
- Confirmation that mortgage, property insurance and property tax payments are current and in good standing.
- Documentation of property ownership or written consent from property owner giving permission to conduct the identified improvements. (The property owner will be required to sign the Grant Agreement to assume responsibility for maintenance of improvements funded by the Grant.)
- Legal description and survey of project site
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

• Proof that proposed use is consistent with the City's land development regulations. (Email devrev@stpete.org for a zoning letter.)
• Digital photographs of existing conditions of the project site
• Documentation of building's historic appearance — photographs, Sanborn Maps, etc. (Contact the City's historic preservation office to determine where to find information.)
• Written description of project improvements for which the grant funds are being requested and identification of historic elements that will be impacted
• Estimates from three contractors on the construction cost of the project to be funded with the historic preservation grant
• Sketches or conceptual drawings of improvements that will be funded by the Grant.

Failure to provide required information will delay the review and/or approval process with the potential for the application being declined.

Program applicants and their related interests, including officers in a corporation or investment partners, will be evaluated on the basis of their financial character and are ineligible for the IRP historic preservation grant program if any of the following criteria are met:

a. Code enforcement liens
b. Special assessment liens
c. Pending judgment or foreclosure
d. Felony conviction for financial mismanagement within the last five years
e. Mortgage payments three months in arrears
f. Unpaid property taxes
g. Unpaid property insurance
h. Pending litigation on foreclosure
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

Attachment 1
Intown Redevelopment Area

Downtown National Register District Boundary within the Intown Redevelopment Area
## Attachment 2

Individually Designated Historic Properties Currently Eligible for Grant

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<td>Dennis/McCarthy Hotel</td>
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</tr>
<tr>
<td>689 Central Avenue</td>
<td>Green Richman Arcade</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>475 Central Avenue</td>
<td>S.H. Kress Building and Co.</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>685-87 Central Avenue</td>
<td>State Theater</td>
<td>LR</td>
</tr>
<tr>
<td>136 4th Avenue NE</td>
<td>Bay Gables</td>
<td>LR</td>
</tr>
<tr>
<td>130 4th Avenue N</td>
<td>Flori-de-Leon</td>
<td>LR</td>
</tr>
<tr>
<td>336 1st Avenue N</td>
<td>Women's Town Improvement Association</td>
<td>LR</td>
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<tr>
<td>556 Central Avenue</td>
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<td>LR</td>
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<td>Binnie-Bishop Hotel</td>
<td>LR</td>
</tr>
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<td>136 5th Avenue N</td>
<td>Burnside House</td>
<td>LR</td>
</tr>
<tr>
<td>305 5th Street S</td>
<td>Emerson Apartments</td>
<td>LR</td>
</tr>
<tr>
<td>335 2nd Avenue NE</td>
<td>Comfort Station</td>
<td>LR</td>
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<td>95 Central Avenue</td>
<td>Ponce de Leon Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>340 Beach Drive NE</td>
<td>Lantern Lane</td>
<td>LR</td>
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<td>15 8th Street N</td>
<td>Harlan Hotel</td>
<td>LR</td>
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"LR" = St. Petersburg Register of Historic Places

"NR" = National Register of Historic Places
### Attachment 3

Properties within Intown Determined Eligible for Designation as St. Petersburg Historic Landmarks

<table>
<thead>
<tr>
<th>Address</th>
<th>Site</th>
<th>Year Determined</th>
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<td>200 1&lt;sup&gt;st&lt;/sup&gt; Avenue N</td>
<td>Jannus Landing</td>
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<td>Tamiami Hotel</td>
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<td>235 Central Avenue</td>
<td>St. James Hotel</td>
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<td>243-45 Central Avenue</td>
<td>St. Charles Hotel</td>
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<td>425-45 Central Avenue</td>
<td>Preston Hotel/Alden Hotel/ McCrory's</td>
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<td>Waterfront Park Apartments Coop</td>
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<tr>
<td>128 3&lt;sup&gt;rd&lt;/sup&gt; Street S</td>
<td>Fire Station #1</td>
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<td>Marbleside/St. Petersburg Federal S&amp;L</td>
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<td>Victoria Apartments</td>
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Attachment 4
Grant Review Process

City staff will review the applications through the scoring system identified in Attachment 4 below. The ranked applications will then be forwarded to City Council, which will make the final decision on the award(s).

**Historic Significance**

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<th>Category</th>
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<td></td>
<td>Local Register of Historic Places only</td>
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<tr>
<td></td>
<td>Properties Determined Eligible for LRHP</td>
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<tr>
<td></td>
<td>National Register of Historic Places only</td>
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<td></td>
<td>Contributing Property to NR District only</td>
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**Capital Investment**

Construction value as a percentage of the appraised value of the property minus the land value

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<tr>
<td>75% to 99%</td>
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<tr>
<td>50% to 74.9%</td>
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**Investment in Rehabilitating Historic Exterior and Interior Features**

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<td>25% to 49.9%</td>
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**Investment in Major Building Systems to Extend Building Life**

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<td>Reroofing</td>
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<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
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<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
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**Affordable Housing**

Defined as annual rents not exceeding 30 percent of the income of households at 120 percent or less than the area median income. (see annual Florida SHIP Guidelines that can linked to at https://www.floridahousing.org/owners-and-managers/compliance/rent-limits)

<table>
<thead>
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<th>Units Created or Rehabilitated</th>
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<td>7 to 9</td>
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<td>3 to 6</td>
<td>5</td>
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</table>
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

**Award Request/Leverage Needed**

- 40% to 50% of total eligible project costs: 7 points
- 30% to 39% of total eligible project costs: 5 points
- 20% to 29% of total eligible project costs: 3 points
- <20% of total eligible project costs: 0 points

**Location along Central Avenue Corridor**

(1st Avenues – from Beach Drive to 8th Street) 5 points

**Small Storefront Width**

Defined by the City of St. Petersburg “Storefront Conservation and Corridor Plan” 5 points

**Current or Proposed Use**

- Grow Smarter Industry: 7 points
- Class A Office Space: 7 points
- Arts and Entertainment: 5 points
- Retail store (general): 3 points

**Existing Local Business Tenant**

Defined by the City of St. Petersburg “Storefront Conservation and Corridor Plan” 5 points

---

1 “Use” will be determined by using the North American Industrial Classification System designations. If user is “proposed” then applicant must provide evidence of commitment to lease property upon project completion.

2 Includes uses such as restaurants, gallery spaces and studios, performing arts venues and other uses that provide evening activity that help enliven Downtown St. Petersburg.
• Structure stabilization (repair/replacement of foundations, footers, load bearing walls, roofing systems)
• Room/space reconfiguration, wall relocations
• Plumbing, electrical and fire suppression systems
• Energy efficiency improvements (window upgrades, insulation, hot water heater, HVAC systems)
• Architectural and engineering fees as well as permitting and development review fees not to exceed 10 percent of the total eligible project cost
• Partial demolition of interior spaces made necessary for renovation or expansion
• Exterior painting, re-siding, and/or cleaning
• Masonry repairs
• Removal of architecturally inappropriate or incompatible exterior finishes and materials
• Restoration of significant architectural details or removal of materials that cover said architectural details
• Repair of exterior signage, including wall, window, hanging, and monument signs advertising the business name and identity
• Awnings and canopies installation or repair
• Doors and windows
• New roofing or roof repairs
• Demolition of obsolete accessory structures and partial demolition of exterior walls made necessary for renovation or expansion provided they receive COA approval prior to undertaking work
• Window and cornice flashing and repair
• Remediation of environmental contamination such as lead, petroleum or asbestos
• Equipment, mechanical and HVAC systems
Attachment 6
Ineligible Expenses for Grant

- Acquisition costs
- Appliances
- Cabinets (unless preserving 90% or more of the original design for any given room)
- Carpeting
- Decks (not part of original building design)
- Demolition costs (removal of a building or historic fabric on property site)
- Enlargement costs
- Fencing
- Feasibility studies
- Financing fees
- Furniture
- Landscaping
- Leasing Expenses
- Moving (building) costs (if part of acquisition)
- Outdoor lighting remote from building
- Parking lot, driveway
- Paving
- Planters
- Porches (and enclosures) and Porticos (not part of original building)
- Retaining walls
- Security measures
- Sidewalks (except to preserve historic hex-block)
- Signage (except for costs associated with restoring historic signage)
- Storm sewer construction costs
- Utilities off-site
- Window treatments such as curtains and blinds (historic screens and original hardware are allowed as expense)
The following page(s) contain the backup material for Agenda Item: A Resolution accepting Addendum No. 2 submitted by Ajax Building Corporation (“Ajax”) to the Guaranteed Maximum Price (“GMP”) proposal dated May 26, 2017, for the Police Facility/EOC Project to increase the owner’s contingency in the amount of $250,000; providing that the total GMP shall not exceed $61,858,374; authorizing the Mayor or his designee to execute the Fourth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015, as amended, to incorporate Addendum No. 2 to the GMP proposal into such agreement, as amended; and providing an effective date. (ECID Project No. 11234-018; Oracle No. 12847)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Report

Meeting of November 15, 2018

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

SUBJECT: A Resolution accepting Addendum No. 2 submitted by Ajax Building Corporation ("Ajax") to the Guaranteed Maximum Price ("GMP") proposal dated May 26, 2017, for the Police Facility/EOC Project to increase the owner’s contingency in the amount of $250,000; providing that the total GMP shall not exceed $61,858,374; authorizing the Mayor or his designee to execute the Fourth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015, as amended, to incorporate Addendum No. 2 to the GMP proposal into such agreement, as amended; and providing an effective date. (ECID Project No. 11234-018; Oracle No. 12847)

EXPLANATION: On August 20, 2015, City Council approved a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("CMAR Agreement") with Ajax for preconstruction and construction phase services for the new St. Petersburg Police Headquarters. On April 6, 2017 City Council approved a Partial GMP Proposal – Site Work in the amount of $3,113,851; and on June 15, 2017 City Council approved a Final GMP Proposal (which included the Partial GMP Proposal for the Site Work and the Partial GMP - Balance of the Work) in the amount of $61,729,374. Upon acceptance of the Final GMP Proposal, City Council approved Second Amendment to the CMAR Agreement, as amended, incorporating the Final Guaranteed Maximum Price for the complete work into the Contract.

On July 19, 2018, City Council approved the Third Amendment to the CMAR Agreement reducing the construction manager’s contingency in the amount of $150,000 and providing for the installation of public art for an amount not to exceed $29,000. The net result of this Addendum was a reduction in the GMP of $121,000.

This Fourth Amendment to the CMAR Agreement will provide for a $250,000 increase in the Owner’s Contingency of the GMP. At the time that the Final GMP proposal was submitted, Ajax provided an Alternate price in the amount of $379,832 to change the asphalt parking to concrete. This pricing was not incorporated into the GMP, however it was anticipated that it could be incorporated at a later date provided project savings were identified to perform this work. The overall project has achieved savings within the City’s project contingencies which can be applied to the cost of the Alternate. In order to have the work performed by Ajax as part of their scope of work, Administration is recommending an increase to the Owner’s Contingency within the GMP, in the amount of $250,000. The overall project budget is unchanged.
The Revised Final GMP for the Police Facility/EOC Project includes:

- Approved Final GMP Proposal: $61,729,374
- Reduction in Construction Contingency: ($150,000)
- Increase for Public Art Installation: 29,000
- Revised Full GMP Proposal: $61,608,374
- Increase in Owner's Contingency: $250,000
- Revised Full GMP Proposal: $61,858,374

The duration for the Work for the Project is unchanged.

**RECOMMENDATION:** Administration recommends City Council approve a Resolution accepting Addendum No. 2 submitted by Ajax Building Corporation ("Ajax") to the Guaranteed Maximum Price ("GMP") proposal dated May 26, 2017, for the Police Facility/EOC Project to increase the owner's contingency in the amount of $250,000; providing that the total GMP shall not exceed $61,858,374; authorizing the Mayor or his designee to execute the Fourth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015, as amended, to incorporate Addendum No. 2 to the GMP proposal into such agreement, as amended; and providing an effective date. (ECID Project No. 11234-018; Oracle No. 12847)

**COST / FUNDING / ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Public Safety Capital Improvement Fund (3025) and General Capital Improvement Fund (3001), Police Facility/EOC Project (12847).

**ATTACHMENTS:**
- Resolution
- Fourth Amendment
- Addendum No. 2

**APPROVALS:**
- Administrative
- Budget
RESOLUTION NO. 2018-________

A RESOLUTION ACCEPTING ADDENDUM NO. 2 SUBMITTED BY AJAX BUILDING CORPORATION ("AJAX") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED MAY 26, 2017, FOR THE POLICE FACILITY/EOC PROJECT TO INCREASE THE OWNER’S CONTINGENCY IN THE AMOUNT OF $250,000; PROVIDING THAT THE TOTAL GMP SHALL NOT EXCEED $61,858,374; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND AJAX DATED AUGUST 21, 2015, AS AMENDED, TO INCORPORATE ADDENDUM NO. 2 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Ajax Building Corporation ("Ajax") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price on August 21, 2015, for Ajax to provide preconstruction and construction phase services for the new Police Headquarters Project; and

WHEREAS, following execution of the agreement, the City authorized Ajax to provide the preconstruction phase services in an amount not to exceed $300,000; and

WHEREAS, on April 13, 2017, the City and Ajax entered into the First Amendment to incorporate the Partial GMP Proposal for the Sitework into the agreement, modify certain provisions including a reduction in the amount of liquidated damages, and add additional provisions; and

WHEREAS, on June 21, 2017, the City and Ajax entered into the Second Amendment to incorporate the Final GMP Proposal in an amount not to exceed $61,729,374 (which included the Partial GMP Proposal- Sitework approved on April 6, 2017 and the Partial GMP Proposal – Balance of the Work) submitted by Ajax on May 26, 2017, into the agreement, as amended, and to modify other necessary sections of the agreement, as amended; and

WHEREAS, on July 19, 2018, the City and Ajax entered into the Third Amendment to incorporate Addendum No. 1 submitted by Ajax to the GMP Proposal dated May 26, 2017 for the Police Facility/EOC Project to reduce construction manager’s contingency in the amount of $150,000 and to provide for the installation of public art for an amount not to exceed $29,000 into the agreement, as amended; and

WHEREAS, the City and Ajax desire to execute a Fourth Amendment to incorporate Addendum No. 2 submitted by Ajax to the GMP Proposal dated May 26, 2017 for the Police Facility/EOC Project to increase the Owner’s contingency in the amount of $250,000 into the agreement, as amended.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 2 submitted by Ajax Building Corporation ("Ajax") to the Guaranteed Maximum Price ("GMP") proposal dated May 26, 2017, for the New Police Facility/EOC Project to increase the owner’s contingency in the amount of $250,000 is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the New Police Facility/EOC Project shall not exceed $61,858,374.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Fourth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015, as amended, to incorporate Addendum No. 2 to the GMP Proposal into such agreement, as amended.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

City Attorney (designee)
Administration

00410627 Final
FOURTH AMENDMENT

THIS FOURTH AMENDMENT ("Fourth Amendment") is made and entered into on this ______ day of November, 2018 by and between the City of St. Petersburg, Florida ("City" or "Owner") and Ajax Building Corporation ("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 August 21, 2015, for Construction Manager to provide preconstruction and construction phase services for the new Police Headquarters Project; and

WHEREAS, following execution of the agreement, the Owner authorized Construction Manager to provide the preconstruction phase services in an amount not to exceed $300,000; and

WHEREAS, on April 13, 2017, the Owner and Construction Manager entered into the First Amendment to (i) incorporate the Partial GMP Proposal for the Sitework into the Contract, (ii) modify provisions including a reduction in the amount of liquidated damages, and (iii) add additional provisions; and

WHEREAS, on June 21, 2017, the Owner and Construction Manager entered into the Second Amendment to (i) incorporate the Final GMP Proposal in an amount not to exceed $61,729,374 (which included the Partial GMP Proposal- Sitework approved on April 6, 2017 and the Partial GMP Proposal – Balance of the Work) submitted by Ajax on May 26, 2017, into the Contract, and (ii) modify other necessary sections; and

WHEREAS, on July 19, 2018, the Owner and Construction Manager entered into the Third Amendment to incorporate Addendum No. 1 to the GMP Proposal dated May 26, 2017 for the Police Facility/EOC Project to reduce Construction Manager’s contingency in the amount of $150,000 and to provide for the installation of public art for an amount not to exceed $29,000 into the Contract;

WHEREAS, the Owner and Construction Manager desire to execute the Fourth Amendment to incorporate Addendum No. 2 to the GMP Proposal dated May 26, 2017 for the Police Facility/EOC Project to increase the Owner’s contingency in the amount of $250,000 into the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Fourth 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 Fourth Amendment shall have the same meaning specified in the Contract unless otherwise set forth herein.

2. Addendum No. 2 to the GMP Proposal dated May 26, 2017 for the Police Facility/EOC Project to increase the Owner’s contingency in the amount of $250,000, which is attached hereto, is hereby accepted and incorporated in the Contract as Attachment 2 to Amended Exhibit F. The total GMP shall not exceed $61,858,374.
3. Any and all provisions of the Contract not specifically amended by this Fourth Amendment shall remain in full force and effect.

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

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________

Print: ______________________________

Title: ______________________________

Approved as to Form and Content:

__________________________________
City Attorney (Designee)

AJAX BUILDING CORPORATION:

By: ________________________________

Print: ______________________________

Title: ______________________________

WITNESSES

By: ________________________________

Print: ______________________________

By: ________________________________

Print: ______________________________

00416523
October 26, 2018

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

Re: Police Headquarters  
Addendum No. 2 to the Police Headquarters Final GMP dated May 26, 2017

Dear Mr. Prayman,

We are pleased to submit the following proposal for $250,000 to increase the Owner’s Contingency for the Police Headquarters project.

If you should have any questions, please do not hesitate to contact us.

Sincerely,  
Ajax Building Corporation  

Michael Wilson  
Operations Manager
## Estimate Detail

**Estimate File:** St. Petersburg Police Department Headquarters  
**Estimator:** MAW

### Total Cost Column for Materials includes sales tax

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<tr>
<td>83000.000</td>
<td>Builders Risk Ins. (0.69%)</td>
<td>1.00</td>
<td>LS</td>
<td>$1,703</td>
<td>$1,703</td>
</tr>
<tr>
<td>90000.000</td>
<td>CM OVERHEAD &amp; FEE</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>90200.000</td>
<td>CM Fee (3.26%)</td>
<td>1.00</td>
<td>LS</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**PROPOSAL TOTALS:** $250,000
The following page(s) contain the backup material for Agenda Item: Accepting a bid from American Empire Builders, Inc. for the Municipal Marina - South and Central Yacht Basins Structural Rehabilitation Project, in the amount of $1,841,000 (ECID Project Number 16111-119; Oracle Number 15619).
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a bid from American Empire Builders, Inc. for the Municipal Marina - South and Central Yacht Basins Structural Rehabilitation Project, in the amount of $1,841,000 (ECID Project Number 16111-119; Oracle Number 15619).

Explanation: The Procurement Department received three bids for the Municipal Marina - South and Central Yacht Basins Structural Rehabilitation Project. Bids were opened on September 13, 2018, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Empire Builders, Inc. (Miami, FL)</td>
<td>$1,841,000</td>
</tr>
<tr>
<td>All American Concrete, Inc. (Largo, FL)</td>
<td>$2,030,185</td>
</tr>
<tr>
<td>Custom Built Marine Construction, Inc. (Ft. Pierce, FL)</td>
<td>$2,396,450</td>
</tr>
</tbody>
</table>

The Contractor will provide all labor, materials and equipment necessary to structurally rehabilitate (repair or replace) the dock components at the South and Central Yacht basins. The work shall include the following: demolish and repair or replace marina components, including, but not limited to deck slabs, pile caps, pile jacket repairs, and bulkhead spall repairs.

The Municipal Marina’s marine infrastructure is showing signs of advanced deterioration and is reaching the end of its expected service life. The Marina bulkheads were originally constructed in the 1910’s and 1920’s along with much of this original structure that’s currently in service. The Central Yacht Basin docks were constructed in the early 1960’s and the South Yacht Basin docks were constructed in the mid-1970’s, making the docks 40 to 50 years old. Marina-wide inspections are now being conducted on an annual basis. The results of the November 2016 inspection were prepared and summarized in a Condition Assessment Report presented to City Council on February 16, 2017. The inspection of all dock structures was rated from good to critical based on American Society of Civil Engineers (ASCE) condition ratings. Due to the age and condition of the marine infrastructure, a marina-wide re-inspection was conducted in 2018 and future re-inspections shall be conducted on an annual basis until the infrastructure is gradually replaced.

Under the ratings assessed in the February 2017, Marine Infrastructure Condition Assessment Report, only the structures that were assessed poor, serious, or critical were re-inspected in 2018, using the same ASCE rating criteria. A final report supplementing the original February 2017 report was prepared and submitted on September 1, 2018, to City Council. Other structures that were previously rated higher, such as good, satisfactory and fair, will be re-inspected, but at a less frequent inspection cycle, thus making future annual inspections more cost effective.

Because assessments on the dock structures for the South and Central Yacht basins received poor, serious, or critical ratings; repair plans and specifications for these critical structures were developed and bids were solicited.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends an award to:

American Empire Builders, Inc. (Miami, FL) .......................$1,841,000.00.

American Empire Builders Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7017, dated September 13, 2018. They have satisfactorily performed similar work in the past for the FDOT, FDEP and SFWMD. Principal of the firm is Antonio M. Gonzalez, president. References have been checked and are acceptable.
The contractor will begin work approximately ten (10) days from Notice to Proceed. The work is scheduled to be completed within three hundred (300) consecutive calendar days thereafter. This project qualifies for City Code 2-214/Ordinance 79-H, Local Hiring: Construction Incentive Program, and a five percent small business participation requirement.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Marina Capital Projects Fund (4043) Marina Central Yacht Basin Project (15619).

**Attachments:** Bid Tabulation
Resolution

**Approvals:**

[Signatures]
## Municipal Marina - South & Central Yacht Basins Structural Rehabilitation

### BID TABULATION

**Project No.:** 16111-119R  
**Shd U/B: 999**  
**Bid No.:** 7017  
**Bid Date:** September 3, 2018

### Item No. Description

<table>
<thead>
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<th>Item No.</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Concrete Deck Repairs Base bid Total</td>
</tr>
<tr>
<td>2</td>
<td>Concrete Pile Cap Repairs</td>
</tr>
<tr>
<td>3</td>
<td>Concrete Pile Jacket Repairs</td>
</tr>
<tr>
<td>M-1</td>
<td>Footer Turbine Barrier</td>
</tr>
<tr>
<td>M-13</td>
<td>Allowance for Contract Amendments</td>
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</table>

### BASE BID

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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</thead>
<tbody>
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<tr>
<td>2</td>
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<td>40,230.00</td>
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### ADD-ALTERNATES

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<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
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<td>EA</td>
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<td>10,011.43</td>
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<tr>
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<tr>
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<td>EA</td>
<td>121,144.36</td>
<td>25,200.00</td>
<td>300,000.00</td>
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</table>

### BID TABULATION SUMMARY

<table>
<thead>
<tr>
<th>Subitem</th>
<th>CONTRACT BASE BID</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,332,185.35</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subitem</th>
<th>CONTRACT ADD-ALTERNATE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$508,864.64</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subitem</th>
<th>CONTRACT BASE BID + CONTRACT ADD-ALTERNATE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>$1,841,000.00</td>
</tr>
</tbody>
</table>
A RESOLUTION ACCEPTING THE BID AND APPROVING
THE AWARD OF AN AGREEMENT TO AMERICAN EMPIRE
BUILDERS, INC. FOR THE MUNICIPAL MARINA – SOUTH
AND CENTRAL YACHT BASINS STRUCTURAL
REHABILITATION PROJECT FOR A TOTAL CONTRACT
AMOUNT NOT TO EXCEED $1,841,000; AUTHORIZING THE
MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THIS TRANSACTION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three
(3) bids for the Municipal Marina – South and Central Yacht Basins Structural Rehabilitation
Project for the Engineering & Capital Improvements Department pursuant to Bid No. 7017 dated
September 13, 2018; and

WHEREAS, American Empire Builders, Inc. has met the specifications, terms and
conditions of Bid No. 7017; and

WHEREAS, the Procurement & Supply Management Department, in cooperation
with the Engineering & Capital Improvements Department recommends approval of this
resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to American
Empire Builders, Inc. for the Municipal Marina – South and Central Yacht Basins Structural
Rehabilitation Project for a total contract amount not to exceed $1,841,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

APPROVAL:

[Signature]
City Attorney (designee)
00410212
The following page(s) contain the backup material for Agenda Item: Resolution approving the retention of Free Speech For People, Inc. and Garvey Schubert Barer, P.C. as special legal counsel to the City to perform legal services in the future related to Campaign Finance Litigation (Ordinance 306-H).
Please scroll down to view the backup material.
TO: Honorable Lisa Wheeler-Bowman, Chair, City Council
FROM: Joseph P. Patner, Executive Assistant City Attorney
DATE: November 2, 2018
SUBJECT: Retention of Outside Counsel

This is a Legal Item on the November 15, 2018 Agenda. In accordance with the City Charter regarding the retention of special legal counsel to represent the City of St. Petersburg, the law firm of Garvey Schubert Barer, P.C. and Free Speech for the People have proposed representation of the City of St. Petersburg. This retainer agreement is in preparation for any future litigation but none has been commenced to date. The retainer agreement is attached.

If you have any questions, please feel free to contact me.

JPP/jmh
(enc.)
RETAINER AND CO-COUNSEL AGREEMENT

This retainer and co-counsel agreement (the "Agreement") is made between Free Speech for People, Inc., a Massachusetts corporation ("FSFP"); Garvey Schubert Barer, P.C., a Washington professional service corporation ("GSB"); and the City of St. Petersburg, Florida, (the "City") (collectively, the "Signatories").

Scope and Signatories

1. "Campaign Finance Provisions" means those provisions of St. Petersburg ordinance 306-H or of the St. Petersburg City Code that were established by ordinance 306-H, as any of those provisions may be amended, supplemented, or superseded from time to time.

2. "Litigation" means any claim, whether threatened or made, that arises out of the implementation or enforcement of the Campaign Finance Provisions.

3. "Co-Counsel" include FSFP and GSB, separately and together. The attorneys primarily responsible for the Litigation from each Co-Counsel are: (1) From FSFP, Ronald A. Fein, John Bonifaz, and Shanna Cleveland, and (2) from GSB, Brad Deutsch and Andrew J. Goodman. If the staffing by any of Co-Counsel changes during the Litigation, such Co-Counsel will inform the City and the remaining Co-Counsel of such change.

4. "Clients" means (1) the City and (2) any Additional Client.

5. "Additional Client" means an individual employee, agent, officer, elected official, or appointed official of the City who has been (i) named, either personally or in an official capacity, in any Litigation by virtue of serving as the POD under the Campaign Finance Provisions or by taking some action in the course and scope of their employment, agency, or office to enact, implement, or enforce the Campaign Finance Provisions and (ii) specifically added to the scope of
representation described in this Agreement by a written agreement signed by all the Signatories and that Additional Client. An Additional Client does not become a Signatory to this Agreement by virtue of (i) execution of such written agreement or (ii) representation by Co-Counsel.

6. The ability of attorneys to represent multiple clients in a single matter is limited by attorney conflict of interest rules. These rules generally provide that a single lawyer or firm may not represent multiple current clients whose interests do or may diverge unless each client consents after full disclosure. If Additional Clients are added to the scope of representation described in this Agreement, a conflict between Clients could arise. In the event any Client becomes aware of such a conflict, that Client shall notify Co-Counsel promptly, so that Co-Counsel can determine how to proceed with the representation. In the event that Clients’ respective interests diverge to the point of impasse, it may become necessary for one or more Additional Clients, or Co-Counsel, to terminate one or more Co-Counsel’s representation of such Additional Clients.

7. “City Counsel” means any attorneys employed by the City Attorney’s Office who has been assigned by the City Attorney to perform the responsibilities of City Counsel set forth in this Agreement, including in paragraphs 17–18.

8. All legal services provided by Co-Counsel pursuant to this Agreement will be rendered without fees, on a pro bono basis, and the City will not be responsible for any expenses of Co-Counsel unless explicitly set forth in this Agreement.

9. Andrew J. Goodman from GSB is designated as Lead Counsel for purposes of this Agreement. Responsibilities of Lead Counsel will generally include, among other things, serving as lead for purposes of court appearances and negotiations with opposing counsel, subject to the provisions of this Agreement. FSFP will bear primary responsibility for communicating with
Clients, and will keep all Co-Counsel and City Counsel fully informed regarding its communications.

10. Co-Counsel represent and assure that, if Litigation arises, their respective attorneys who work on the Litigation are admitted or eligible to practice for this purpose in the courts of the State of Florida, the United States District Court for the Middle District of Florida, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court, and/or will seek such admission or eligibility pro hac vice for such courts as may be necessary for the conduct of the Litigation, and are covered by malpractice insurance.

11. This Agreement will control in the event it conflicts with the terms and conditions of any Retainer Agreement. Co-Counsel further agree that they will advise other attorneys, successor attorneys, and legal staff members who may work on the Litigation within their respective organizations about the terms of this Agreement, and that these other attorneys, successor attorneys, and legal staff members similarly will be bound by the terms of this Agreement.

12. Decisions normally made by counsel without client consultation involving insignificant matters of case management and related costs for which consultation is not possible because of exigent circumstances or where consultation is attempted but not completed, can be made by any single Co-Counsel with immediate notice and explanation to all other Co-Counsel and to City Counsel. Decisions regarding consenting to extensions of time to file briefs, or ordering deposition transcripts are the type of decisions contemplated by this paragraph.
Legal Representation and Co-Counsel Responsibility

13. Co-Counsel agree to provide legal representation to the Clients in a manner that will protect and advance the Clients' rights and interests and to provide legal representation in a manner consistent with the governing rules of professional responsibility. As part of such representation, Co-Counsel shall retain such experts as Co-Counsel reasonably determines are necessary to the action.

14. Co-Counsel will keep each other and City Counsel informed on a timely and regular basis of developments in the aspects of the case for which they assume primary responsibility by agreement.

15. Recommendations regarding all significant decisions concerning the strategy and conduct of the Litigation, where possible, will be made by consensus of Co-Counsel. Co-Counsel agree to make every effort to reach consensus and to allow adequate time for consultation with the Clients and full discussion of strategy and litigation decisions with each other. Absent consensus, general decisions respecting recommendations to the Clients will be made by majority vote of Co-Counsel. In the absence of a majority, Lead Counsel will make the decision regarding that recommendation.

16. During the course of the Litigation, it is anticipated that issues, tasks, and subject matter areas may be divided among Co-Counsel in order to avoid unnecessary duplication and to provide for the effective and efficient conduct of the Litigation. Co-Counsel should provide each other with the opportunity to review and approve all draft briefs, pleadings, contracts, agreements, proposed statutory language or other material documents before these documents are filed with the court, served on another party, or otherwise disclosed or made public in the Litigation or otherwise. Co-Counsel agree to cooperate in the timely communication and exchange of information and to
consult on all significant decisions in the Litigation. However, if circumstances arise when the
court or the needs of the Litigation require a decision on a matter when there is not adequate time
or opportunity to arrange for a decision among Co-Counsel, the decision may be made by Lead
Counsel, or if he is not available, any Co-Counsel available.

Client Responsibilities

17. City Counsel will be available for consultation with Co-Counsel on matters of
Florida state law and Florida state and federal court local practice and rules of court. City Counsel
will also assist Co-Counsel in admission pro hac vice to Florida state or federal court, to the extent
possible, to pursue this matter. City Counsel will fulfill the applicable requirements for local
counsel set forth in Local Rule 2.02 of the United States District Court for the Middle District of
Florida and any other such applicable local rule.

18. City Counsel will be the City’s designated liaison to the City Council and the Mayor
with respect to the Litigation. This will not preclude Co-Counsel from communicating directly
with members of the City Council or with the Mayor from time to time, subject in all cases to
Florida’s “Sunshine Laws.”

19. Clients agree to promptly inform Co-Counsel of the commencement of Litigation
and to disclose fully and accurately all facts and keep Co-Counsel informed of all developments
relating to the matter. Clients also agree to cooperate with Co-Counsel and to attend meetings,
discovery proceedings and conferences, hearings and other proceedings.

20. Since the outcome of litigation is subject to the vagaries and risks inherent in the
litigation process, it is understood that Co-Counsel have made no promises or guarantees to clients
concerning the outcome and cannot do so. Nothing in this Agreement shall be construed as such
a promise or guarantee.
Expenses

21. For purposes of this Agreement, "Expenses" are defined as filing fees, certified court reporters' fees, other fees in connection with depositions, out-of-town travel costs (including costs of travel to Florida for the Litigation or necessary preparation), fees for service of process, consultant fees, witness fees, payment to expert witnesses, printing fees, document copying and production charges by third party vendors, subpoena fees, exhibit preparation and any other fees or expenses specifically agreed to in writing by Co-Counsel and City Counsel. Expenses do not include ordinary overhead costs such as mailing and delivery fees, printing or copying for internal convenience, telephone or conference call charges, secretarial or support staff time or payment of salaries, food or local travel expenses for the attorney(s) working on the case, or any sanctions levied against any of the attorneys in this matter as further described in paragraph 29 of this Agreement.

22. Each Co-Counsel is responsible for keeping records of expenditures for expenses as defined above which it has borne.

23. Expenses, as set forth in paragraph 21 above, will be paid for by Co-Counsel and submitted to the City for reimbursement on an agreed-upon schedule. The City will reimburse Co-Counsel within 60 days of receiving any such invoice.

24. Co-Counsel will use best practices to minimize Expenses. Third party costs will be passed through without markup. To the extent any costs for in-house copying, printing, and similar services constitute Expenses, such costs will be assessed at cost without markup, and in any event will not exceed commercially available rates from a third-party retail vendor for similar services. For electronic research costs, Co-Counsel will, when possible, use free web-based or other sources of information (e.g., OpenJurist.org or CaseText.com), and save documents retrieved from paid
services (e.g., Lexis, Westlaw, or PACER) to avoid retrieving the same documents or information more than once. For conference calls, FSFP will provide all conference call numbers for counsel calls, to avoid the need for paid conferencing services. To the extent any costs in-house printing and copying of litigation documents constitute Expenses, Co-Counsel will use best practices to minimize excessive printing and copying.

25. For any single Expense exceeding $1,000 but equal to or less than $2,500, Co-Counsel shall promptly notify City Counsel of such Expense in advance of, or promptly after incurring, such Expense, but no prior written consent is required. For any single Expense exceeding $2,500 but less than $5,000, Co-Counsel shall notify City Counsel as far in advance as practical before incurring such Expense. If City Counsel timely objects, then Co-Counsel shall not incur such Expense unless no lower-cost alternative of equal value to the Litigation can practicably be identified and obtained by the applicable deadline. For any single Expense of $5,000 or more, Co-Counsel shall not incur such Expense without prior written consent. If any single Expense exceeding $5,000 is incurred or contracted for by any Co-Counsel without the express prior written consent of City Council, the City has no obligation to reimburse Co-Counsel for such Expense.

26. The City and FSFP shall negotiate in good faith to reach a separate agreement concerning solicitation and fundraising efforts by FSFP related to the Litigation.

27. The obligations of the City as to any funding required pursuant to this Agreement are 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 is not prohibited from pledging any legally available non-ad valorem revenues for any obligations
hereofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

**Media and Public Relations**

28. Co-Counsel acknowledges that the Litigation may generate publicity and that City policy prohibits the City from commenting on any pending litigation to which the City is a party. Accordingly, Co-Counsel shall not make any press release or other public comment on any pending Litigation on behalf of, or in the name of, the City without prior approval from the City. This provision shall not restrict FSFP from making public communications related to the Litigation in its own name and in its own organizational capacity, provided, however, that such communications shall not violate the Florida Rules of Professional Conduct, including but not limited to Rules 4-1.6, 4-3.5, 4-3.6, 4-8.2, and 4-8.4.

**Judicial Sanctions Against Counsel**

29. Co-Counsel recognize that the courts possess the power to impose monetary sanctions and other sanctions against counsel. Co-Counsel shall not violate Federal Rules of Civil Procedure 11 or Florida Rules of Professional Conduct 4-3.1 or other applicable court or ethics rules.

30. Co-Counsel agree that, except as otherwise provided by this paragraph, it is the responsibility of any counsel against whom the sanctions are imposed to pay the sanctions or otherwise to comply with the court's order. This, however, does not affect the right of FSFP or any other potential additional organizational Signatories to reimburse their attorneys for any such monetary sanctions.
Recordkeeping

31. Co-Counsel agree that all of their respective attorneys, paralegals, and law clerks working on this matter will maintain and retain contemporaneous time records of all time expended in relation to this matter, with sufficient specificity to identify the date, amount of time spent, and the work accomplished.

Retention of and Access to Files

32. The Signatories agree to retain and maintain all files relative to this matter for a period of six years following the conclusion of this matter or for such longer period of time required by Florida law, Federal law, or the Florida Bar (the longest of which is deemed the “Retention Period”), and during such time to afford each other and the Client(s) reasonable access to such files. After the conclusion of the Retention Period, Co-Counsel may destroy any remaining records provided that such destruction is in accordance with Florida law, Federal law, and any applicable rule of the Florida Bar. The provisions of this paragraph survive termination of this Agreement. City Counsel will advise Co-Counsel of the City’s opinion as to the date of conclusion of the Retention Period.

33. This Litigation involves multiple out-of-Florida Co-Counsel (each of which includes attorneys in different cities) that rely heavily on Internet services such as cloud storage and electronic mail. These services present a risk of inadvertent disclosure, interception, or unauthorized access of electronic information by third parties, the consequences of which could include loss of attorney-client privilege and, in extreme cases, identity theft. Given the nature of this representation (the matter involved, the fact that Co-Counsel do not expect to receive any sensitive personal information, and the need to work closely yet remotely with other Co-Counsel), Co-Counsel believe that it is reasonable to use unencrypted electronic mail and cloud storage to
facilitate the representation. Clients hereby consent for Co-Counsel to use unencrypted electronic mail and cloud storage in this matter on the condition that such electronic mail and cloud storage services must use industry-standard-or-better practices for data security, backup, and redundancy.

Ownership of Work Product

34. Subject to Florida law regarding public records, respective work product of each Signatory developed in connection with this matter will remain their respective property even if such work product is disclosed to the others during the course of joint representation.

Withdrawal from Representation; Termination of Agreement

35. The Signatories agree that, upon written notice, any of the Signatories and their attorneys may withdraw from providing legal representation in the Litigation for any cause or reason or for no cause or reason, subject to the Rules of Professional Conduct of both Florida and the court in which the Litigation is taking place, and the State of such counsel’s principal office. The Signatories also agree that, upon written notice, any Co-Counsel and its attorneys must withdraw from providing legal representation in this action if any unresolvable ethical conflict of interest arises, subject to the rules of professional responsibility. Co-Counsel further agree that, apart from filing the appropriate documents with the Court (if necessary), the withdrawal of representation will be accomplished without public comment or statement by Co-Counsel. Withdrawal by Co-Counsel pursuant to this paragraph constitutes termination of this Agreement.

36. Each Co-Counsel hereby makes all certifications required under Florida Statutes section 287.135(5), and the City may terminate this Agreement as provided for in Florida Statutes section 287.135(3).

37. The City of St. Petersburg may terminate this Agreement at any time and for any reason permissible under Rules of Professional Conduct of both Florida and the court in which the
Litigation is taking place. Upon such termination by the City, the City shall promptly pay any Expense due to Co-Counsel.

**Entire Agreement; Amendment; Effective Date**

38. This Agreement constitutes the entire agreement between the Signatories with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written. Except as explicitly provided this Agreement, no amendment or termination of this Agreement is effective without mutual written consent of all Signatories.

39. This Agreement will become effective when all the Signatories have signed it. The date this Agreement is signed by the last Signatory to sign it (as indicated by the date associated with that Signatory’s signature) will be deemed the date of this Agreement.

[SIGNATURE PAGES FOLLOW]
Each Signatory is executing this Agreement on the date stated adjacent to that Signatory's signature.

Signature Blocks

Date: October 22, 2018

By: [Signature]

Name: Ronald A. Fein

Title: Legal Director

[ADDITIONAL SIGNATURE PAGES FOLLOW]
CITY OF ST. PETERSBURG, FLORIDA

Date __________________________ By: __________________________

Name: __________________________ Title: __________________________

ATTEST

Chandrahasa Srinivasa, City Clerk

City Attorney (Designee)

Approved as to Content and Form

(SEAL)
RESOLUTION NO. __________________

A RESOLUTION APPROVING THE RETENTION OF FREE SPEECH FOR PEOPLE, INC. AND GARVEY SCHUBERT BARER, P.C. AS SPECIAL LEGAL COUNSEL TO THE CITY TO PERFORM LEGAL SERVICES IN THE FUTURE RELATED TO CAMPAIGN FINANCE LITIGATION (ORDINANCE 306-H).

WHEREAS, the law firm of Garvey Schubert Barer, P.C. and Free Speech for People, Inc. have agreed to represent the City of St. Petersburg pursuant to the terms of the proposed litigation retainer agreement in regards to any litigation in the future arising from the City Campaign Ordinance. (Ordinance 306-H), though none has been commenced to date.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the City retains Free Speech for People, Inc. and Garvey Schubert Barer, P.C. as special legal counsel to the City to perform legal services in the future related to any campaign finance litigation is hereby approved.

BE IT FURTHER RESOLVED that pursuant to Section 3.06 of the City Charter, the services to be performed by Special Legal Counsel will be as delegated by the City Attorney.

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

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: Ordinance amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (“LDRs”), streamlining the procedures for approving development projects including more than six (6) workforce housing units. (City File LDR-2018-02)
Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: City File LDR-2018-02: City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs"), streamlining the procedures for approving development projects including more than six (6) workforce housing units.

REQUEST: Second reading and adoption public hearing of the attached ordinance amending the City Code.

RECOMMENDATION:

Administration:
The Administration recommends APPROVAL.

Housing, Land Use, and Transportation Committee ("HLUT")
On September 27, 2018, the HLUT received a presentation by City staff and preview of the proposed text amendments.

Development Review Commission ("DRC"):
On October 3, 2018 the DRC reviewed the attached ordinance and voted 6-1 to make a finding of consistency with the City’s Comprehensive Plan. No speakers were present.

Citizen Input:
As of this writing, no comments have been received.

Recommended City Council Action:
1. CONDUCT the second reading and public hearing; and
2. APPROVE the proposed ordinance.

Attachments: Ordinance
DRC Staff Report
Housing Affordability Impact Statement
ORDINANCE

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, PROVIDING FOR AMENDMENT OF THE WORKFORCE HOUSING APPROVAL PROCESS (SECTION 16.70.040.1.19 OF THE CITY CODE); REVISING THE DECISIONS AND APPEALS TABLE (SECTION 16.70.015 OF THE CITY CODE); AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 16.70.040.1.19 of the St. Petersburg City Code is hereby amended to read as follows:

16.70.040.1.19. - WORKFORCE HOUSING.

A. Applicability. Certain zoning districts allow for additional density or FAR intensity if it is dedicated to workforce housing as set forth in the City's workforce housing bonus density program.

B. Application. An application for bonus density or intensity shall include the information that the POD may generally require for a planning and zoning decision application, any information required by the City's workforce housing bonus density program, and any other information required by the POD.

C. Procedure.

1. Staff review and recommendation. Upon receipt of the application, the POD shall determine whether the application conforms to all submittal requirements. The following procedures shall not exempt any applicant from complying with any other approval process.

   a. POD approval. If the POD determines that the application complies with all submittal requirements and requests approval of six or less workforce housing bonus density units or any level of bonus intensity, the POD may approve such application with or without conditions.

   b. Streamline approval. If the POD determines that the application complies with all submittal requirements and requests approval of seven to 12 workforce housing bonus density units, the POD may approve such application with or without conditions. The POD shall provide written and posted notice prior to making a final decision. The POD's decision shall be in writing and state the reasons for such approval.
c. Public hearing. If the POD determines that the application does not comply with all submittal requirements or that the application requests more than 12 workforce housing bonus density units, the POD shall send a report to the commission designated in the Decisions and Appeals Table, with a copy to the applicant, if any, recommending whether the application should be approved, approved with conditions or denied, and the grounds for such recommendation.

d. Appeals. A decision of the POD to approve with conditions or deny a workforce housing bonus may be appealed by the applicant to the commission designated in the Decisions and Appeals Table, whose decision shall be deemed the final decision of the City.

2. Commission review. Upon receipt of the recommendation from the POD, the Commission shall conduct a public hearing on the application and shall approve, approve with conditions or deny the request if the application meets the criteria for approval of a site plan. After considering the application and evidence, the Commission may defer action for no more than 60 days in order to obtain additional information.

Section 2. Section 16.70.015 of the St. Petersburg City Code is hereby amended to read as follows:

<table>
<thead>
<tr>
<th>Decisions and Appeals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Type</td>
</tr>
<tr>
<td>Articles 16.01. through 16.60.</td>
</tr>
</tbody>
</table>

Planning & Zoning Decisions (Section 16.70.040.)

| Workforce Housing Density Bonus | 16.70.040.1.19. | Final (appealable to DRC) | DRC (Final) | not applicable |
| Workforce Housing Density Bonus More than 12 bonus dwelling units | 16.70.040.1.19. | Advisory to DRC | DRC (Final) | not applicable |
Section 3. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 4. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 5. 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 this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (Designee)

00407753.docx
This is a City-initiated application requesting that the Development Review Commission ("DRC"), in its capacity as the Land Development Regulation Commission ("LDRC"), make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL the following text amendments to the City Code, Chapter 16, Land Development Regulations ("LDRs").

The purpose of this text amendment application is to streamline the procedures for approving development projects including more than six (6) workforce housing units.

**APPLICANT INFORMATION**

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

**CONTACT:** Derek Kilborn, Manager  
Urban Planning and Historic Preservation Division  
Planning and Development Services Department  
One – 4th Street North  
St. Petersburg, Florida 33711  
Derek.Kilborn@stpete.org  
(727) 893-7872
COMMISSION AUTHORITY

Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the LDRC, is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs.

AFFORDABLE HOUSING ADVISORY COMMITTEE

The Affordable Housing Advisory Committee ("AHAC") is comprised of private citizens who review affordable and workforce housing incentives in the City of St. Petersburg. According to Florida Statute 420.9076, "...the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value." The AHAC convenes triennially (every three years), meeting most recently in January and February 2018.

During four (4) committee meetings conducted in January and February 2018, the AHAC considered 16 incentives relating to funding, approval procedures, permitting, and land use and zoning regulations. On March 1, 2018, City Council conducted a public hearing on the AHAC recommendations. Specifically, "Incentive No. 3" recommended amending the procedures for approving development projects including workforce housing units. The AHAC recommendation is the genesis for this proposed text amendment.

HOUSING, LAND USE, and TRANSPORTATION COMMITTEE

On September 27, 2018, the City's Housing, Land Use, and Transportation ("HLUT") Committee conducted a public meeting to discuss this proposed text amendment. Following a presentation by City staff and brief discussion, the Committee voted to support moving this proposal through the text amendment process.

STAFF ANALYSIS

Background

Section 16.70.040.1.19 of the LDRs prescribes the approval procedures for development projects including more than six (6) workforce housing units. Specifically, for development projects including seven (7) to 12 workforce housing units, the City shall provide written and posted notice prior to making an administrative decision; this is a streamline approval. For development projects including more than 12 workforce housing units, a public hearing is required to be conducted by the DRC. Beyond this requirement for streamline notification or public hearing, the LDRs do not include standards or conditions for guiding approval decisions.

The lack of standards or conditions relating to workforce housing units means that projects are reviewed using the standard zoning requirements and where applicable, conditions for a site plan review ("SPR") or special exception ("SE"). The requirement for streamline notification (7-12 workforce housing units) or public hearing review (more than 12 workforce housing units) discourages the development of workforce housing units; development projects without workforce housing units may be approved up to 60 dwelling units or 250,000 square feet without a requirement for streamline or public hearing review. The discrepancy is exacerbated further within the Downtown Center ("DC") where there is no public hearing requirement based on the number of dwelling units provided.
The purpose of this text amendment is to remove the workforce housing discrepancy and disincentive by synchronizing procedures for approving more than six (6) workforce housing units with the procedures for standard zoning requirements and where applicable, a site plan review ("SPR") or special exception ("SE"). If approved, workforce housing units will only require public hearing review where the overall project triggers a SPR or SE public hearing.

**Consistency and Compatibility (with Comprehensive Plan)**

The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposal:

- **H1.3** - Review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive and overlapping requirements and resolving conflicting requirements, and amending or adding other requirements in order to increase private sector participation in meeting housing needs, while continuing to insure the health, welfare and safety of the residents.

- **H1.4** - The City shall monitor the use of the Workforce Housing Density/Intensity Bonus Ordinance to ensure that affordable workforce housing units are produced.

- **H1.6** - The City shall triennially through the efforts of the State Housing Initiatives Partnership Affordable Housing Advisory Committee review its development regulations to develop a variety of incentives to allow and encourage housing for extremely low, very low, low, and moderate income households.

- **H3.8** - All residential districts designated by the land use plan and zoning map shall permit development of affordable housing for extremely low, very low, low, and moderate income households, preferably in developments containing units affordable to a range of income groups.

- **H3.12** The City will provide density bonuses to developers of affordable housing through the implementation of the Workforce Housing Density/Intensity Bonus Ordinance.

- **H3.20** The City shall offer density bonuses to developers who include on-site housing for extremely low, very low, low, and moderate-income households, within mixed income developments that include housing priced at market rate.

- **LU21.1** The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.
16.70.040.1.19. - WORKFORCE HOUSING.

A. Applicability. Certain zoning districts allow for additional density or FAR intensity if it is dedicated to workforce housing as set forth in the City's workforce housing bonus density program.

B. Application. An application for bonus density or intensity shall include the information that the POD may generally require for a planning and zoning decision application, any information required by the City's workforce housing bonus density program, and any other information required by the POD.

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   c. Public hearing. If the POD determines that the application does not comply with all submittal requirements or that the application requests more than 12 workforce housing bonus density units, the POD shall send a report to the commission designated in the Decisions and Appeals Table, with a copy to the applicant, if any, recommending whether the application should be approved, approved with conditions or denied, and the grounds for such recommendation.

   c. Appeals. A decision of the POD to approve with conditions or deny a Workforce Housing bonus may be appealed by the applicant to the commission designated in the Decisions and Appeals Table, whose decision shall be deemed the final decision of the City.

2. Commission review. Upon receipt of the recommendation from the POD, the Commission shall conduct a public hearing on the application and shall approve, approve with conditions or deny the request if the application meets the criteria for approval of a site plan. After considering the application and evidence, the Commission may defer action for no more than 60 days in order to obtain additional information.

The following table summarizes decisions and appeals routes regarding many zoning permits, planning and zoning decisions, subdivision decisions, historic preservation, and supplemental procedures. Refer to the City Code section listed for a detailed description of the procedure. The text of the relevant City Code section shall be determinative of the procedure required. Not all decision and appeal rights are outlined herein.

<table>
<thead>
<tr>
<th>Process Type</th>
<th>City Code Section</th>
<th>POD Decision</th>
<th>Commission Decision</th>
<th>City Council Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Articles 16.01. through 16.60.</td>
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<tr>
<td>Planning &amp; Zoning Decisions (Section 16.70.040.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Housing Density Bonus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up-to-12 bonus dwelling units</td>
<td>16.70.040.1.19</td>
<td>Final</td>
<td>DRC</td>
<td>not applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(appealable to DRC)</td>
<td>(Final)</td>
<td></td>
</tr>
<tr>
<td>Workforce Housing Density Bonus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More-than-12 bonus dwelling units</td>
<td>16.70.040.1.19</td>
<td>Advisory to DRC</td>
<td>DRC</td>
<td>not applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Final)</td>
<td>(Final)</td>
<td></td>
</tr>
</tbody>
</table>

1) Any DRC decision may be part of an appeal to the City Council as an accessory issue associated with a principal application (site plan review or special exception), where the principal application is appealable to the City Council.

2) Any final decision of the City may be subject to judicial review in the manner provided by law.

Each year, the City of St. Petersburg receives approximately $2 million in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that increase the cost of housing construction, or of housing redevelopment, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1–June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City’s Housing and Community Development Department.

I. **Initiating Department:** Planning & Development Services Development

II. **Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2018-02).

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

   No  X (No further explanation required.)
   Yes  __  Explanation:

   If Yes, the **per unit cost increase** associated with this proposed policy change is estimated to be: $__________________.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

   No  X (No further explanation required)
   Yes  __  Explanation:
IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

✗ The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

Manager, Urban Planning and Historic Preservation Division (signature) Date

OR

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

Manager, Urban Planning and Historic Preservation Division (signature) Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
The following page(s) contain the backup material for Agenda Item: Ordinance 351-H amending section 26-168 relating to Residential Parking Permits; extending the Northeast area, Zone 4 of the Parking Permit Program and prohibiting parking for over two hours without a parking permit for parking in that portion of the City between Third Street North and Beach Drive Northeast and Eighth and Ninth Avenues; and providing an effective date. Please scroll down to view the backup material.
St. Petersburg City Council Agenda Item
Meeting of November 15, 2018
Second Reading

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

Subject: An ordinance amending section 26-168 relating to Residential Parking Permits; extending the Northeast Area, Zone 4 of the Parking Permit Program and prohibiting parking for over two hours without a parking permit for parking in that portion of the City from Third Street North to the centerline of Beach Drive Northeast between 9th and 5th Avenue; but not including parking on any portion of 5th Avenue; and providing an effective date.

Action Being Requested: Amendments to Section 26-168 to provide adequate regulation and enforcement of the expanded Residential Parking Permit zone.

Summary: In response to a request received from residents of the Historic Old Northeast Neighborhood for consideration to expand the on-street Residential Parking Permit Program (RPP), the Transportation and Parking Management Department has completed an evaluation of conditions and is now recommending an amendment to the Residential Parking Permit Ordinance to expand RPP Zone 4.

On-street parking availability in portions of the Old Northeast had been an issue for a number of years. The residents, association, and city worked together to provide adequate regulation and enforcement. Unfortunately, conditions become too constrained for many of the residents and in January 2017 a new RPP Zone was established between 5th and 7th Avenues North from Beach Drive to 3rd Street that provided additional relief.

The RPP was expanded last year to include 8th Avenue N as allowed by previous Council action. The department subsequently starting receiving communications from residents on 9th and 10th Avenues requesting additional expansion. The department first undertook on-site surveys and confirmed that the area met the criteria, as established by a U.S. Supreme Court ruling, to have RPP considered. City staff then met with the neighborhood RPP committee to discuss and develop the parameters to expand the Residential Parking Permit Program. Parking from non-residents has been verified to be generated from the commercial establishments south of 5th Avenue N/E and other areas outside the neighborhood. The ruling requires that at least 25% of the vehicles parked are from persons whose destination is a commercial district outside the area and that the number of parking spaces occupied by all vehicles exceeds 75% on an average weekday. It was verified on two separate occasions that these conditions were met at the locations as follows:

- 9th Avenue N/NE between Beach Drive / 3rd Street
- Beach Drive between 8th Avenue NE / 9th Avenue NE
- Oak Street between 8th Avenue NE / 9th Avenue NE
- Bay Street between 8th Avenue NE / 9th Avenue NE
- 1st Street between 8th Avenue NE / 9th Avenue NE
- 2nd Street between 8th Avenue N/NE / 9th Avenue N/NE
- 3rd Street between 8th Avenue N/NE / 9th Avenue N/NE
A neighborhood meeting was held and ultimately a vote of the affected area residents took place and implementation of RPP was approved by over 50% of the residents who voted in the above-noted area. Subsequently the HONNA board voted in favor of the program expansion. The committee determined that the RPP would be limited to two-hour parking between 8:00 AM and 8:00 PM daily, except by RPP. This will allow a motorist to park between 6:00 PM and 10:00 AM daily without the need for either a RPP or Visitor Permit. Based on our review, this will be sufficient to regulate non-residents while minimizing the hardship for residents.

We understand that the decision to proceed was not unanimous, as almost no decision making process is. There are drawbacks to the program, as there were for the past 2 phases. Implementation will require residents to apply for and retain a permit for their own and all visitor vehicles. Additional signage will also be required to be posted in the permit area. Signs will, however, be kept to a minimum utilizing existing posts wherever possible. There is also a small commercial development on the west perimeter of the proposed RPP. One of the tenants has expressed concerns for employees and patrons who won’t be allowed to park in the RPP area for longer than two-hours, between 10am and 6pm. For this reason the committee decided to leave the 200 block of 7th and 8th Avenues N as unrestricted parking as well as the east side of 2nd Street between 7th and 8th Avenues N. In addition, enforcement officers will be required to patrol this area on a daily basis. However, current staff will be able to incorporate this area as part of their regular functions at this time and no additional staff will be required.

**Cost:** FY19: Estimated cost will be $2000. Funds have been previously appropriated in the Parking Reserve Fund 1021. Other additional costs are minimal.

**Recommendations:**

Recommended City Council Action:

Conduct Second Reading and Public Hearing.

First reading held November 1, 2018

**Attachments:**

(1) Proposed Ordinance

**Approvals:**

[Signature]
Administration

[Signature]
Budget

11.02.18
Date

11/2/2018
Date
AN ORDINANCE AMENDING SECTION 26-168 RELATING TO RESIDENTIAL PARKING PERMITS; EXTENDING THE NORTHEAST AREA, ZONE 4 OF THE PARKING PERMIT PROGRAM AND PROHIBITING PARKING FOR OVER TWO HOURS WITHOUT A PARKING PERMIT FOR PARKING IN THAT PORTION OF THE CITY BETWEEN THIRD STREET NORTH AND BEACH DRIVE NORTHEAST AND EIGHTH AND NINTH AVENUES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code Section 26-168(e)(5) is hereby amended by to read as follows:

Sec. 26-168. - Residential parking permits.

(e)(5) Northeast area, Zone 4. 3rd Street North to the centerline of Beach Drive Northeast between 9th Avenue and 5th Avenue, but not including parking on any portion of 5th Avenue.

Section 2. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

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

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

Approved as to Form and Content:

[Signature]

City Attorney (designee)

DOC 00410900
The following page(s) contain the backup material for Agenda Item: An ordinance enacting year-end appropriation adjustments for Fiscal Year 2018 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the Fiscal Year 2019 Budget.
Please scroll down to view the backup material.
TO: City Council Chair and City Council Members

SUBJECT: An Ordinance Enacting Year-End Appropriation Adjustments – FY18 Operating Budget & Capital Improvement Program Budget & Adjustments to the FY19 Budget

EXPLANATION / COST FUNDING ASSESSMENT INFORMATION:

This agenda item transitions budgets from the year just closed to the new budget year. For FY18, it adjusts budgets that exceeded annual appropriations and commits and assigns funds in the General Operating Fund for specific purposes. It also provides adjustments (supplemental appropriations) to the FY19 budget. Council is asked to approve an ordinance to enact these changes, as required by the city’s Charter.

The agenda item is divided into three major parts. Each part may involve several types of transactions including appropriation transfers or increases in budget authority which generally have no effect on fund balance, or supplemental appropriations, which reduce the fund balance of the specified fund unless there are revenues to support the expense overage. This item is subdivided into the sections of the Ordinance giving a detailed description of the provisions within the Ordinance and reasons for each budget modification.

Back-up for the Ordinance is covered in Parts I, II, and III

Part I describes transactions which will clean up and finalize the FY18 budget (Ordinance Sections 1-3). The final accounting transactions for FY18 are being posted, requiring some adjustments to the FY18 appropriations for both operations and capital projects. Additional budget authority is necessary to authorize expenditures in excess of budgeted amounts, in some cases increased revenues are available to cover these expenses. State law requires that any budgetary adjustments to the prior year budget be made within 60 days of the close of the fiscal year.

Part II recommends commitments and assignments of funds remaining in the General Operating Fund at the close of FY18 for a variety of purposes in FY19 and the future. Commitments and assignments are not legal obligations to expend funds set-aside in the various categories and require appropriation by City Council in order to do so. These appear in Section 6 of the Ordinance.

Part III provides for supplemental appropriations, which reduce the fund balance of the specified fund unless there are unanticipated revenues to support the expense overage, to the FY19 Budget, including re-appropriation of unexpended FY18 monies and transfers, Ordinance Sections 5-8.

ATTACHMENTS: Ordinance for Council Action

APPROVALS:

[Signature]

[Signature]
PRELIMINARY YEAR-END APPROPRIATION ADJUSTMENTS
FY18 OPERATING BUDGET &
capital improvement program budget

This report presents recommendations for budget adjustments in various funds. Expenditure and revenue estimates are based on financial data through October 19, 2018. Budget adjustments are only required for entities that exceed previous appropriations for the entity as a whole. While some appropriations are made at the departmental level, such as the Fire Rescue Department, others are made at the administration level. For example, an appropriation would be required for the Leisure Services Administration only if the expenditures exceeded the total appropriation for all departments within the administration. The Budget Ordinance is the guiding document for these requirements.

Supplemental appropriations are supported either by unanticipated revenue or by resources of the fund balance of the fund specified. Supplemental appropriations increase the total amount authorized in the fund.

PART I: FY18 APPROPRIATION ADJUSTMENTS

Ordinance Section 1

GENERAL FUND PRELIMINARY RESULTS

Based on the 10/19/18 soft close, we estimate net revenue of $255.127 million and expenses of $251.915 million (excluding FY17 encumbrances) adding approximately $3.212 million to the General Fund operating fund balance. These amounts include both BP and Irma (Debris Removal) estimates. The spend down of the remaining $1.142 million in BP funds will reduce the General Fund balance while the reimbursement of Irma related expenses will increase the General Fund balance in FY19 and future years.

<table>
<thead>
<tr>
<th>General Fund and Reserves</th>
<th>Beginning Fund Balance</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Amended Budget</td>
<td>Revenue Estimate</td>
<td>Amended Budget</td>
</tr>
<tr>
<td>General Fund Operating</td>
<td>19,235</td>
<td>252,607</td>
<td>255,127</td>
<td>257,682</td>
</tr>
<tr>
<td>General Fund BP</td>
<td>1,778</td>
<td>0</td>
<td>0</td>
<td>4,322</td>
</tr>
<tr>
<td>General Fund Irma (Debris Removal)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,440</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>21,013</td>
<td>252,607</td>
<td>255,127</td>
<td>264,444</td>
</tr>
</tbody>
</table>

GENERAL OPERATING FUND – Supplemental Appropriations – These adjustments cover expenditures which exceeded budget in FY18. In some cases, the expenses are offset by additional revenue. These adjustments are for budget authority only and need supplemental appropriations to align the budget with actual expenditures. These expenditures have already been calculated in the total expenditures above.

| Parks and Recreation | $774,000 | A supplemental appropriation is needed due to increased costs many of which are associated with Hurricane Irma, including debris removal, debris monitoring, disposal fees, overtime, and facility repairs. |
| Leisure Services Administration | 65,000 | A supplemental appropriation is needed due to increased costs for a retirement payout. |
| Engineering and Capital Improvements | 50,000 | A supplemental appropriation is needed for costs for the citywide tree planting program. The budget for this is in the Mayor’s Office, but the costs were incurred by the Engineering and Capital Improvements Department. |
ENTERPRISE & SPECIAL REVENUE OPERATING FUNDS – Supplemental Appropriations

These adjustments cover expenditures which exceeded the FY18 budget authorization. These adjustments are for budget authority only and need supplemental appropriations to align the budget with actual expenditures. These expenditures have already been calculated in the total expenditures of the respective fund. In some cases, revenue also exceeded the budget. The net impact of these revenue and expenditure variances will be covered from the fund balance in each individual fund.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Crossing Guard</td>
<td>66,000</td>
<td>This fund records the revenue collected from the parking ticket surcharge. A supplemental appropriation is needed to transfer the additional revenue received over the budgeted amount to the General Fund to reimburse the cost of the school crossing guard program.</td>
</tr>
<tr>
<td>Building Permit</td>
<td>327,000</td>
<td>A supplemental appropriation is needed due to increased expenses from permitting activity. This included the addition of nine full-time employees during FY18. Increased revenues in the fund will cover these additional expenses.</td>
</tr>
<tr>
<td>Coliseum</td>
<td>91,000</td>
<td>A supplemental appropriation is needed to cover increased expenses associated with the increase in the number of events and activities held during FY18. There was a proportionate increase in revenue that covered the increased costs.</td>
</tr>
<tr>
<td>Sunken Gardens</td>
<td>309,000</td>
<td>A supplemental appropriation is needed to cover increased expenses associated with the increase in the number of events and activities held during FY18. There was a proportionate increase in revenue that covered the increased costs.</td>
</tr>
<tr>
<td>Police Grants</td>
<td>83,000</td>
<td>A supplemental appropriation is needed to cover expenses related to prior year JAG grants.</td>
</tr>
<tr>
<td>Bank of America Debt</td>
<td>1,200</td>
<td>A supplemental appropriation is needed because of higher than budgeted costs for debt issuance.</td>
</tr>
<tr>
<td>TD Bank NA Debt</td>
<td>1,300</td>
<td>A supplemental appropriation is needed because of higher than budgeted costs for debt issuance.</td>
</tr>
<tr>
<td>Water Resources</td>
<td>552,000</td>
<td>A supplemental appropriation is needed to transfer the required amount for capital project funding to the Water Resources Capital Improvement Fund in accordance with the rate study that was completed after the FY18 budget adoption. The additional transfer amount was needed as part of the overall plan to achieve 50/50 cash to debt funding of the capital program by FY22. It was not included in the FY18 budget due to the timing of the rate study.</td>
</tr>
<tr>
<td>Water Resources Debt</td>
<td>712,000</td>
<td>A supplemental appropriation is needed for debt principal and interest payments. The payments were higher due to debt restructuring during the year.</td>
</tr>
<tr>
<td>Water Cost Stabilization</td>
<td>1,464,100</td>
<td>Interest earnings in this fund are transferred to the Water Resources Operating Fund. A supplemental appropriation is needed to cover additional interest earnings in the fund.</td>
</tr>
<tr>
<td>Stormwater</td>
<td>202,000</td>
<td>A supplemental appropriation is needed due to greater than budgeted costs for overtime, temporary staffing, a cattail removal project at Lake Maggiore, and vehicle repairs and maintenance.</td>
</tr>
<tr>
<td>Stormwater Debt</td>
<td>800</td>
<td>A supplemental appropriation is needed because of higher than budgeted costs for debt issuance.</td>
</tr>
<tr>
<td>Jamestown</td>
<td>90,000</td>
<td>A supplemental appropriation is needed due to the increased costs of facility repairs and renovations.</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------</td>
<td>----------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Port</td>
<td>47,000</td>
<td>A supplemental appropriation is needed due to increased costs for electric.</td>
</tr>
</tbody>
</table>

**INTERNAL SERVICE FUNDS – Increased Authorizations**

These additional allocations cover expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

<table>
<thead>
<tr>
<th>Medical Insurance</th>
<th>110,000</th>
<th>An increase in the authorization level of this internal service fund is needed due to increased claims.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Office Buildings</td>
<td>37,000</td>
<td>An increase in the authorization level of this internal service fund is needed due to higher than budgeted salary costs for building maintenance.</td>
</tr>
</tbody>
</table>

**Ordinance Section 2**

**CAPITAL IMPROVEMENT FUNDS – Supplemental Appropriations**

These appropriations cover CIP project expenditures which exceeded budget. In some cases, revenue also exceeded the budget. *The net impact of these revenue and expenditure variances will be covered from the fund balance of each individual fund.*

<table>
<thead>
<tr>
<th>General Capital Improvement</th>
<th>8,803</th>
<th>Transfer</th>
<th>A supplemental appropriation is needed to transfer remaining funds back to the Fleet Management Fund after the closeout of the RNI Fuel System Upgrade Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citywide Infrastructure Fund</td>
<td>30,713</td>
<td>Central Avenue Improvements</td>
<td>A supplemental appropriation is needed to cover the project overage.</td>
</tr>
<tr>
<td>Water Resources Capital Projects</td>
<td>6,800</td>
<td>DIS New Main Extension FY17</td>
<td>A supplemental appropriation is needed due to increased customer funding for potable water main extensions. There was a proportionate increase in revenue that covered the increased costs.</td>
</tr>
<tr>
<td>Water Resources Capital Projects</td>
<td>3,750</td>
<td>DIS Taps Meters Backflows FY17</td>
<td>A supplemental appropriation is needed due to increased funding for potable water service taps, meters, and backflows. There was a proportionate increase in revenue that covered the increased costs.</td>
</tr>
<tr>
<td>Water Resources Capital Projects</td>
<td>525,000</td>
<td>DIS Taps Meters Backflows FY18</td>
<td>A supplemental appropriation is needed due to increased funding for potable water service taps, meters, and backflows. There was a proportionate increase in revenue that covered the increased costs.</td>
</tr>
<tr>
<td>Water Resources Capital Projects</td>
<td>25,000</td>
<td>REC Taps Backflows FY18</td>
<td>A supplemental appropriation is needed due to increased funding for reclaimed water service taps, and backflow devices. There was a proportionate increase in revenue that covered the increased costs.</td>
</tr>
</tbody>
</table>
Ordinance Section 3

Ordinance 298-H is hereby amended by incorporating into said Ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the fiscal year ending September 30, 2018 made by previous resolution, and all supplemental appropriations and adjustments contained in this Ordinance, which pertain to the Fiscal Year ending September 30, 2018. Ordinance Number 298-H as amended as provided herein shall constitute the final budget for the Fiscal Year ending September 30, 2018.

PART II: COMMITMENTS AND ASSIGNMENTS OF FUND BALANCES FOR FY18 YEAR END

Ordinance Section 4

Each year City Council has committed a portion of the General Operating Fund balance for specific purposes. Administration recommends the commitment and assignments of the following amounts totaling $5,125,228 within the General Operating Fund balance as of September 30, 2018. These commitments include amounts requested for re-appropriation during FY19.

OPERATING RE-APPROPRIATIONS $4,779,238
This commitment provides for funds to be rolled over for contracts, grants, or purchase orders issued in 2018 for which the corresponding purchases could not be completed due to timing or other issues.

LAND SALE PROCEEDS $99,071
This commitment was created to provide a funding source for acquiring property. Proceeds from the sale of city properties valued at less than $20,000 are deposited in the General Operating Fund and are to be used for acquiring property according to Resolution 2002-126 adopted by City Council on February 21, 2002.

QUALIFIED TARGET INDUSTRY (QTI) TAX REFUND PROGRAM $0
This commitment was established to provide the city’s share for the QTI program during FY 2019, which provides funds to local businesses for the purpose of stimulating economic growth and employment. No funds are needed for this commitment in FY19 because it is already appropriated in the department operating budget.

LOCAL AGENCY PROGRAM (LAP) $246,919
This commitment is established to provide the city’s share over the next 15 years for maintenance of city roads and trails as a result of grant agreements with the Florida Department of Transportation (FDOT).

PART III: FY19 CHANGES TO GENERAL OPERATING FUND, ENTERPRISE FUNDS, SPECIAL REVENUE FUNDS, INTERNAL SERVICE FUNDS, CIP FUND BUDGETS & TRANSFERS FOR ART IN PUBLIC PLACES

Ordinance Section 5

RE-APPROPRIATION OF FY18 ENCUMBRANCES

These encumbrances are funded with FY18 revenue or fund balance from each respective fund. All of these amounts were previously appropriated in FY18 and have legal commitments for expenditure that will occur in FY19. These expenditures will have no additional impact on the respective fund balance and include the unspent portion of existing contracts. Actual encumbrances may be more or less after all FY18 financial transactions are posted.

General Operating Fund
Police 748,473
Fire Rescue 445,540
City Development Administration 624,394
Neighborhood Affairs Administration 454,775
Leisure Services Administration 1,047,998
General Government Administration 607,415
Public Works Administration 850,643
Total General Fund $4,779,238
All Other Funds

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Medical Services</td>
<td>101,594</td>
</tr>
<tr>
<td>Local Housing Assistance</td>
<td>1,611</td>
</tr>
<tr>
<td>Parking</td>
<td>221,546</td>
</tr>
<tr>
<td>CDBG</td>
<td>9,899</td>
</tr>
<tr>
<td>Emergency Shelter Grant</td>
<td>57,093</td>
</tr>
<tr>
<td>HOME Program</td>
<td>138,686</td>
</tr>
<tr>
<td>Neighborhood Stabilization Program</td>
<td>10,547</td>
</tr>
<tr>
<td>Building Permit</td>
<td>97,981</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>44</td>
</tr>
<tr>
<td>Pier</td>
<td>74,537</td>
</tr>
<tr>
<td>Coliseum</td>
<td>5,656</td>
</tr>
<tr>
<td>Sunken Gardens</td>
<td>24,490</td>
</tr>
<tr>
<td>Local Law Enforcement State Trust</td>
<td>398</td>
</tr>
<tr>
<td>Federal Justice Forfeiture</td>
<td>94,915</td>
</tr>
<tr>
<td>Police Grant</td>
<td>1,601</td>
</tr>
<tr>
<td>Arts in Public Places</td>
<td>459,875</td>
</tr>
<tr>
<td>Water Resources</td>
<td>2,450,297</td>
</tr>
<tr>
<td>Stormwater</td>
<td>512,350</td>
</tr>
<tr>
<td>Sanitation</td>
<td>563,499</td>
</tr>
<tr>
<td>Sanitation Equipment Replacement</td>
<td>1,535,720</td>
</tr>
<tr>
<td>Airport</td>
<td>8,621</td>
</tr>
<tr>
<td>Marina</td>
<td>12,038</td>
</tr>
<tr>
<td>Golf Course</td>
<td>49,790</td>
</tr>
<tr>
<td>Jamestown</td>
<td>43,734</td>
</tr>
<tr>
<td>Port</td>
<td>385</td>
</tr>
<tr>
<td>Fleet</td>
<td>1,132,435</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>2,945,137</td>
</tr>
<tr>
<td>Municipal Office Buildings</td>
<td>66,157</td>
</tr>
<tr>
<td>Technology Services</td>
<td>379,769</td>
</tr>
<tr>
<td>Technology &amp; Infrastructure</td>
<td>393,202</td>
</tr>
<tr>
<td>Materials Management</td>
<td>431</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>68,810</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>677</td>
</tr>
<tr>
<td>Commercial Insurance</td>
<td>275</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>4,075</td>
</tr>
<tr>
<td>Billing &amp; Collections</td>
<td>85,589</td>
</tr>
</tbody>
</table>

Ordinance Section 6

GENERAL FUND IMPACT

The total impact to the General Fund by the adjustments in Section 6 is an increase in expense of $4,678,396 which includes all remaining BP related expenses. $1,213,589 of these expenses are supported by grant revenue. The net impact to the General Fund is a reduction of $3,464,807.

SUPPLEMENTAL APPROPRIATIONS

All supplemental appropriations are funded with fund balance from each respective fund or from additional revenues. Some of these amounts (grants) were previously appropriated in FY18 and have legal commitments for expenditures that will occur in FY19.
<table>
<thead>
<tr>
<th>Division</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>66,602</td>
<td>A supplemental appropriation is needed to rollover funds for management consulting services that were not used in FY18.</td>
</tr>
<tr>
<td>Mayor’s Office</td>
<td>1,528,990</td>
<td>A supplemental appropriation is needed to rollover funds for BP resiliency projects (1,110,921), My Brothers Sisters Keepers (278,069), agreements with vendors for educational programs (120,000), and consulting (20,000).</td>
</tr>
<tr>
<td>City Clerk</td>
<td>7,078</td>
<td>A supplemental appropriation is needed to rollover funds that were budgeted in FY18 for Special Municipal Election legal advertising cost.</td>
</tr>
<tr>
<td>Marketing</td>
<td>450,000</td>
<td>A supplemental appropriation is needed to rollover funds for the Museum of History (250,000) and the Pier marketing support (200,000).</td>
</tr>
<tr>
<td>Audit Services</td>
<td>101,000</td>
<td>A supplemental appropriation is needed to roll over funds for disaster relief consulting from Hurricane Irma.</td>
</tr>
<tr>
<td><strong>Total General Government Administration</strong></td>
<td>2,153,670</td>
<td><strong>Total on Ordinance.</strong></td>
</tr>
<tr>
<td>Neighborhood Affairs</td>
<td>8,189</td>
<td>A supplemental appropriation is needed to roll over the unspent portion of FY18 Social Action Funding that will be utilized as a part of contingency to help residents in need.</td>
</tr>
<tr>
<td>Community Services</td>
<td>287,824</td>
<td>A supplemental appropriation is needed to roll over funds for the Rends to Me Program (100,000), After School Youth Employment Program (125,000), Matching Grants (44,919), National League of Cities Leadership Grant (4,500), monthly lease payments for the Campbell Financial Empowerment Center (11,405), and miscellaneous donations (2,000).</td>
</tr>
<tr>
<td><strong>Total Neighborhood Affairs Administration</strong></td>
<td>296,013</td>
<td><strong>Total on Ordinance</strong></td>
</tr>
<tr>
<td>Transportation and Parking Management</td>
<td>453,131</td>
<td>A supplemental appropriation is needed to rollover the unspent FDOT grant for the Crosstown Ferry (438,131) and funding for the city contribution to the Gateway Master Plan (15,000).</td>
</tr>
<tr>
<td>Planning and Development Services</td>
<td>228,500</td>
<td>A supplemental appropriation is needed to rollover non-departmental funds for the city contribution to the Forward Pinellas Plan (85,000), the Vision 2050 project (75,000), Rehabs for Rebates (59,500), and the USF Fellows Program (9,000).</td>
</tr>
<tr>
<td>Economic and Workforce Development</td>
<td>720,471</td>
<td>A supplemental appropriation is needed to rollover funds for the Tropicana Field site redevelopment consulting services (146,414), Central Town Center (195,000), South St. Pete Strategy (50,000), Neighborhood Commercial Fund (151,233), Main Streets (15,824), Tech Garage (25,000), and the Grow Smarter Job Creation Program (137,000).</td>
</tr>
<tr>
<td><strong>Total City Development Administration</strong></td>
<td>1,402,102</td>
<td><strong>Total on Ordinance</strong></td>
</tr>
<tr>
<td>Parks and Recreation</td>
<td>162,805</td>
<td>A supplemental appropriation is needed to rollover the remaining grant funds for Healthiest Cities Grant (4,125), Little Bayou Environmental Grant (13,724), and Health in All Policies Grant (144,956).</td>
</tr>
<tr>
<td>Library</td>
<td>19,260</td>
<td>A supplemental appropriation is needed to rollover unspent funds in the Library for the library materials collection.</td>
</tr>
<tr>
<td><strong>Total Leisure Services Administration</strong></td>
<td>182,065</td>
<td><strong>Total on Ordinance</strong></td>
</tr>
<tr>
<td>Department</td>
<td>Appropriation Needed</td>
<td></td>
</tr>
<tr>
<td>------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Engineering and Capital Improvements</td>
<td>A supplemental appropriation is needed to roll over the unencumbered portion of the BP settlement funding: Citywide Energy Enhancements ($21,750) and Seagrass Mitigation Bank ($10,143).</td>
<td></td>
</tr>
<tr>
<td>Total Public Works Administration</td>
<td><strong>Total on Ordinance</strong></td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>A supplemental appropriation is needed to rollover unspent portion of overtime costs for the High Visibility Enforcement for the Pedestrian and Bicycle Safety Campaign. Costs will be reimbursed from the Florida Department of Transportation (FDOT).</td>
<td></td>
</tr>
<tr>
<td>Fire Rescue</td>
<td>A supplemental appropriation is needed to rollover the unspent portion of the AFG Grant (122,033) and the SAFER Grant (415,318).</td>
<td></td>
</tr>
</tbody>
</table>

**OTHER OPERATING FUNDS - FY19 Supplemental Appropriations**

<table>
<thead>
<tr>
<th>Department</th>
<th>Appropriation Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Medical Services</td>
<td>A supplemental appropriation is needed to rollover the costs for 17 mobile data terminal (MDT) units for EMS.</td>
</tr>
<tr>
<td>Local Housing Assistance</td>
<td>A supplemental appropriation is needed to rollover unspent SHIP grant funds ($1,669,716) and appropriate ($480,611) in fund balance.</td>
</tr>
<tr>
<td>CDBG</td>
<td>A supplemental appropriation is needed to rollover unspent CDBG grant funds.</td>
</tr>
<tr>
<td>HOME Program</td>
<td>A supplemental appropriation is needed to rollover unspent Home grant funds.</td>
</tr>
<tr>
<td>Neighborhood Stabilization</td>
<td>A supplemental appropriation is needed to rollover unspent NSP grant funds.</td>
</tr>
<tr>
<td>Pier</td>
<td>A supplemental appropriation is needed to rollover unspent funds budgeted in FY18 for the Pier opening.</td>
</tr>
<tr>
<td>Law Enforcement State Trust</td>
<td>A supplemental appropriation is needed to rollover unspent funds for the purchase of ballistic helmets, recruitment training, and Digital TraQ software.</td>
</tr>
<tr>
<td>Federal Justice Forfeiture</td>
<td>A supplemental appropriation is needed to rollover unspent funds for the purchase of computer lab equipment.</td>
</tr>
<tr>
<td>Federal Treasury Forfeiture</td>
<td>A supplemental appropriation is needed to rollover unspent funds for crime prevention printing.</td>
</tr>
<tr>
<td>Police Grant Trust</td>
<td>A supplemental appropriation is needed to rollover unspent funds for prior year JAG grants.</td>
</tr>
<tr>
<td>Water Resources</td>
<td>A supplemental appropriation is needed to rollover funds for unspent grant funds for the Toilet Rebate program (18,269), Sensible Sprinkling (38,278), Florida Water Star (24,850), Clothes Washer Rebate (12,350) and for the purchase of return activated sludge solid analyzers that was not completed in FY18 (150,000).</td>
</tr>
<tr>
<td>Stormwater</td>
<td>A supplemental appropriation is needed to rollover funds for a space needs assessment report for a new operations building.</td>
</tr>
<tr>
<td>Sanitation</td>
<td>A supplemental appropriation is needed to rollover funds for needed repairs at the Sanitation facilities.</td>
</tr>
<tr>
<td>Technology Services</td>
<td>A supplemental appropriation is needed to rollover funds for projects in process at the end of FY18 but not completed: Time and Attendance ($275,597) and County Colocation Data Center and related costs ($321,943)</td>
</tr>
<tr>
<td>Technology and Infrastructure</td>
<td>A supplemental appropriation is needed to rollover funds for projects in process at the end of FY18 but not completed: Time and Attendance ($355,870) and the purchase of 29 Mobile Data Terminal (MDT) units ($95,748).</td>
</tr>
<tr>
<td>Billing and Collections</td>
<td>A supplemental appropriation is needed to rollover funds for new meter reading software purchases that were not completed during FY18.</td>
</tr>
</tbody>
</table>

**Ordinance Section 7**

**TRANSFERS TO THE ARTS IN PUBLIC PLACES FUND**

For public works projects with construction costs between $100,000 and $2,500,000, two percent (2%) is set aside for the acquisition of works of art. For public works with construction costs between $2,500,001 and $10,000,000, one percent (1%) is set aside for the acquisition of works of art. For public works projects with construction costs exceeding $10,000,001, three-quarters of one percent (0.75%) is set aside for the acquisition of works of art. It is capped at $500,000 for any single project. The following transfers, totaling $7,000 to the Art in Public Places Fund, is based on FY18 transactions:

| Recreation & Culture Capital Improvement Fund | 7,000 |

Approval of the attached ordinance is requested.
ORDINANCE NO. xxx-H

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2018 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2019 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: The following appropriation transfers and supplemental appropriations to the City of St. Petersburg operating budget for the Fiscal Year ending September 30, 2018 are approved from the fund balance of each respective operating fund listed below:

Supplemental Appropriations:
General Fund-Lesure Services Administration 839,000
General Fund-Public Works Administration 50,000
School Crossing Guard 66,000
Building Permit 327,000
Coliseum 91,000
Sunken Gardens 309,000
Police Grants 83,000
Bank of America Debt 1,200
TD Bank NA Debt 1,300
Stormwater Debt 800
Water Resources Debt 712,000
Water Resources 552,000
Water Cost Stabilization 1,464,100
Stormwater 202,000
Jamestown 90,000
Port 47,000
Medical Insurance 110,000
Municipal Office Buildings 37,000

Section 2: The following appropriations (numbers in parentheses denote reduced appropriations) to the City of St. Petersburg capital improvement program (CIP) budget for the Fiscal Year ending September 30, 2018 are approved from the fund balance of each respective CIP fund listed below:

General Capital Improvements
Transfers 8,803

Citywide Infrastructure Capital Improvement Fund
Central Avenue Improvements 30,713

Water Resources Capital Improvement Fund
DIS New Main Extension FY17 6,800
DIS Taps Mees Backflows FY17 3,750
DIS Taps Mees Backflows FY18 525,000
Reclaimed Taps & Backflows FY18 25,000
Section 3: Ordinance 298-H is hereby amended by incorporating into said ordinance all appropriations and adjustments to the operating and capital improvement budgets pertaining to the Fiscal Year ending September 30, 2018 made by previous resolution, and all supplemental appropriations and adjustments contained in this Ordinance, which pertain to the Fiscal Year ending September 30, 2018. Ordinance Number 298-H as amended as provided herein shall constitute the final budget for the Fiscal Year ending September 30, 2018.

Section 4: The following amounts are established as Commitments and Assignments for future appropriation in the General Operating Fund Balance. Commitments can be changed by a resolution of City Council:

| Operating Re-appropriations                | $4,779,238 |
| Land Sale Proceeds                        | 99,071     |
| Qualified Target Industry (QTI) Tax Refund Program | 0         |
| Local Agency Program (LAP)                | 246,919    |

Section 5: The following amounts encumbered during Fiscal Year 2018 are re-appropriated in the Fiscal Year ending September 30, 2019 budget from the fund balance of each respective fund:

General Operating Fund:
- Police: $748,473
- Fire Rescue: 445,540
- City Development Administration: 624,394
- Neighborhood Affairs Administration: 454,775
- Leisure Services Administration: 1,047,998
- General Government Administration: 607,415
- Public Works Administration: 850,643
- Emergency Medical Services: 101,594
- Local Housing Assistance: 1,611
- Parking: 221,546
- CDBG: 9,899
- Emergency Shelter Grant: 57,093
- HOME Program: 138,686
- Neighborhood Stabilization Program: 10,547
- Building Permit: 97,981
- Mahaffey Theater: 44
- Pier: 74,537
- Coliseum: 5,656
- Sunken Gardens: 24,490
- Local Enforcement State Trust: 398
- Federal Justice Forfeiture: 94,915
- Police Grant: 1,601
- Arts in Public Places: 459,875
- Water Resources: 2,450,297
- Stormwater: 512,350
- Sanitation: 563,499
- Sanitation Equipment Replacement: 1,535,720
- Airport: 8,621
- Marina: 12,038
Golf Course  49,790  
Jamestown  43,734  
Port  385  
Fleet  1,132,435  
Equipment Replacement  2,945,137  
Municipal Office Buildings  66,157  
Technology Services  379,769  
Technology and Infrastructure  393,202  
Materials Management  431  
Health Insurance  68,810  
Life Insurance  677  
Commercial Insurance  275  
Workers’ Compensation  4,075  
Billing and Collections  85,589  

Section 6: The following supplemental appropriations to the City of St. Petersburg operating budget for the Fiscal Year ending September 30, 2019 are approved from the fund balance of each respective operating fund listed below:

Supplemental Appropriations:

General Fund
- General Government Administration  2,153,670
- Neighborhood Affairs Administration  296,013
- City Development Administration  1,402,102
- Leisure Services Administration  182,065
- Public Works Administration  31,893
- Police  75,302
- Fire Rescue  537,351

Emergency Medical Services  56,593
Local Housing Assistance  2,150,327
CDBG  893,118
HOME Program  1,485,128
Neighborhood Stabilization  1,367,110
Pier  316,000
Law Enforcement State Trust  58,700
Federal Justice Forfeiture  55,000
Federal Treasury Forfeiture  17,000
Police Grant Trust  74,399
Water Resources  243,747
Stormwater  50,000
Sanitation  89,000
Technology Services  597,540
Technology and Infrastructure  451,618
Billing and Collections  65,862

Water Resources Capital Improvement Bond Interest  2,595,000
Section 7: The transfers from the following fund to the Arts in Public Places Fund is approved based on projects meeting the City Code Percent for the Arts criteria:

Recreation & Culture Capital Improvement Fund

$7,000

Section 8: All appropriations contained in this Ordinance regarding the budget for Fiscal Year ending September 30, 2019 may be amended in accordance with the City Code or as provided for in Ordinance No. 384-H.

Section 9: In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto 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.

APPROVED BY DEPARTMENT:

[Signature]
Budget Department

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney (or designee)

00410887
The following page(s) contain the backup material for Agenda Item: Ordinance 114-HL approving an owner-initiated application for the designation of Driftwood Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places. (City File HPC 17-90300006)
Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: [Quasi-Judicial Item] Privately initiated and ballot-approved Local Landmark Designation of the Driftwood Local Historic District, which shall generally include the area between 24th Avenue South, Driftwood Road South (that portion formerly known as Ward Avenue South), and Tampa Bay, as shown on the attached map. (City File HPC 17-90300006).

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

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

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On October 9, 2018, the Community Planning and Preservation Commission held a public hearing on this matter, and voted unanimously 7 to 0 to recommend approval of the landmark designation, including the recommendations of contributing and noncontributing resources and of significant character-defining features suggested by the attached Staff Report, to City Council.

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

Attachments: Ordinance (including map), CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE DRIFTWOOD LOCAL HISTORIC DISTRICT, GENERALLY ENCOMPASSING THE AREA BETWEEN 24TH AVENUE SOUTH, DRIFTWOOD ROAD SOUTH (THAT PORTION FORMERLY KNOWN AS WARD AVENUE SOUTH), AND TAMPA BAY, AS SHOWN BELOW, AS A LOCAL HISTORIC DISTRICT AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Driftwood Local Historic District, which is recognized for its significance as a highly intact collection of single-family residences, ancillary buildings, landscapes, and streetscapes dating to a period of significance including the period of Pre-Anglo European Settlement, 1857-1906, and 1935-1967, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Driftwood Local Historic District meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
(b) Its location is the site of a significant local, state, or national event;
(c) It is identified with a person or persons who significantly contributed to the development of the city, state, or nation,
(d) It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation;
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
(g) Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development; and
(h) Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

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

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

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

**Designation Boundary**

The official boundary of the local landmark designation shall encompass the entire parcels, generally described as Driftwood Subdivision, Block B, Lots 2-4, 6, 7, and 10-22; Driftwood First Addition, Lots 1A and 8-16; Driftwood Second Addition, Lots 1-13; Driftwood Replat, Lots 1-7, and Powers Bayview Estates, Lot 1, as depicted on Exhibit “A.”

SECTION 4: The Driftwood Local Historic District, noted for its significance in the areas listed above, serves as a physical representation of St. Petersburg’s tangible history. The City Council finds that contributing resources draw significance in the areas of Architecture and Landscape Architecture, and therefore specifically includes within this designation certain character-defining features, which include architectural styles, community design features, and landscape elements, and which are incorporated hereto by reference to City Case File No. HPC 17-90300006. Future alterations to the District and these character-defining features shall, therefore, be reviewed under the procedures established by Section 16.30.070.2.6-- Approval of changes to local landmarks, and shall be consistent with the recommendations set forth in the Staff Report for City Case File No. HPC 17-90300006, which is available for public view with the City’s Urban Planning & Historic Preservation Division.

SECTION 5. 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.
IV. QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 17-90300006

Request: Owner-initiated application for the designation of a local historic district to the St. Petersburg Register of Historic Places.
Location: The proposed district generally includes the area between 24th Avenue South, Driftwood Road South (that portion formerly known as Ward Avenue South), and Tampa Bay.

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

Applicant Presentation
Eric Higgs, 2608 Driftwood Rd S and representing multiple owners within the Driftwood Neighborhood, gave a presentation in support of the request.

Public Hearing
The following people spoke in support of the application:
Ray Arsenault, 767 36th Ave N and representing USFSP
Shepherd Grimes, 2500 Florida Ave S
Kim O'Brien, 2635 Florida Ave S; asking equal weight to be given to the landscape and submitted letters in support
Beth Connor, 636 64th Ave S
Natalie DeVicente, 229 18th Ave NE
Trish Moore, 240 Driftwood Rd SE; submitted booklets depicting the contrast between Driftwood vs. the developed properties in nearby Old Southeast neighborhood
Bonnie Agan, 251 Driftwood Rd SE; submitted photos of events in Driftwood
BJ Sheffield, 287 Driftwood Rd
Robert Pastore, 2605 Driftwood Rd S; submitted material regarding the correlation between historic designation and the cost of flood insurance
Emmanuel Raul, 2519 Driftwood Rd
Ann Sackett, 2500 Driftwood Rd SE
Donna Mills, 4779 Palerma Ct NE; did not wish to speak
Peter Belmont, 102 Fareham Pl N
Emily Elwyn, 836 16th Ave NE and representing Preserve the Burg
Jean Charles, 172 Coquina Bay Dr SE and representing Driftwood resident, Gail Halsey Collins
Howard Hansen, 3810 20th Ave N
Robin Reed, 705 16th Ave NE
Monica Kile, 365 17th Ave NE
Jennifer Hardin, 2519 Driftwood Rd
Peter Meinke, 147 Wildwood Ln SE

The following people requested their property be excluded from the application because they feel their property is non-contributing:
Peter Pav, 2660 Driftwood Rd S
Chris Keller, 2680 Driftwood Rd S
Lauren Rubenstein, 2700 1st Ave N and representing Driftwood residents Michelle Harris and Eduardo Zavala, 2620 Driftwood Rd S
The following people spoke in opposition:
Mark Brumby, 2510 Driftwood Rd – no guarantee for tree/landscape protection to maintain character of neighborhood
Elizabeth Schuh, 450 Roser Park Dr S

Cross Examination

By Administration:
Waived

By Applicant:
Laurie MacDonald asked for confirmation that eight of the nine criteria for significance were met, not seven out of the eight as stated in the staff report. Ms. Duvekot stated that was correct.

Ms. MacDonald asked if the City will continue to work with them on finding ways to increase the protection of the trees and landscaping. Ms. Duvekot stated that the staff’s recommendation is to include the landscaping which is something that does not exist in many of the other districts; she recommends that it really be a part of the designation.

Mr. Kilborn further explained that including a reference to landscaping as a character-defining element is unique. Mr. Kilborn first noted that the existing landscape ordinance already includes a tree protection section for “specimen trees” and “grand trees.” This will continue to be enforced. In addition, staff has added character defining references to some of the landscaping patterns in the neighborhood. When there is a request for building demolition or new construction where a site plan is required, a landscape plan must be submitted as part of the COA application. The landscape plan will be reviewed for compliance with the character-defining elements itemized by City staff in the report, or as amended by City Council upon final adoption.

Rebuttal/Closing Remarks

By Administration:
In response to an earlier comment, Mr. Kilborn stated that in 2016, 91% of all the COAs reviewed were handled at the staff level not requiring a public hearing and 99% of the COAs were approved. Starting in 2017, City staff began interpreting more permit requests as “ordinary maintenance and repair” resulting in the following shift: 70% of all COAs were reviewed at the staff level, 13% were reviewed through public hearing, and the remaining 17% were determined to be ordinary maintenance and repair. Mr. Kilborn then addressed an earlier comment about docks, referring to a table on page 9 of the staff report. The table identifies the community beach access, path & dock. No other docks are included as character-defining elements. Any request for a dock modification or installation will be processed using the normal standards for dock construction. Designation is not a prohibition, and new docks may be considered within the subject boundary.

By Applicant:
Waived

Executive Session

Commissioner Whiteman asked staff to clarify the COA process for a teardown of non-contributing property. Ms. Duvekot explained that a COA would be required looking at the effects of the loss to the district as a whole
as well as looking at the new proposed construction with major consideration given. A non-contributing property will not be required to change anything to fit in.

Commissioner Michaels stated that it was a good presentation by staff with the application meeting all of the criteria; he will support the application.

Commissioner Burke stated that this a cohesive configuration of homes; a very unique district.

Commissioner Rogo stated that the criteria have been met and complimented the neighborhood on their convincing presentation; very pleased that staff supports the preservation of the canopy and character of the neighborhood which are linked.

Commissioner Bell stated that she was impressed with the presentations, both for and against.

Commissioner Winters stated that she wholeheartedly supports the application; very touched by the testimonies made. She is very concerned about the integrity of the landscape and feels it is a character-defining element and then asked if there would be any restrictions on fencing. Ms. Duvekot stated that front yard fencing is not very present in the district and really should be avoided where possible, and side and rear fencing should be screened as much as possible by landscaping and vegetation.

Commissioner Winters stated that the setbacks are incredible and are a character-defining element of the neighborhood and then asked about the setbacks for new construction. Ms. Duvekot stated that the setbacks of new construction need to conform with the neighborhood probably using the block face versus zoning to keep that consistent line parallel with the street with the surrounding properties since there is often a difference between one side of the street and the other.

Commissioner Winters asked about the appropriate architectural styles for new construction in Driftwood since it consists of eclectic styles of homes which is part of the charm; what kind of criteria will be used for new construction assessing what architectural style will fit. Ms. Duvekot stated that creating something new and eclectic in Driftwood is still possible taking cues from what is currently there. The criteria used for new construction give them guidance on the elements of style or the underlying style used for the ultimate designation; there is a lot of similarity with the overall shapes and massing that are prevalent in the district even though there were two distinct periods of construction.

Commissioner Wannemacher stated her agreement with the prior comments of the Commissioners. The architecture is very eclectic but really pulls the neighborhood together is the beautiful tree canopy and landscaping and is very pleased that this will be included in the designation. She supports the designation.

Commission Chair Carter stated his agreement with the Commissioners’ prior comments and appreciates the comments from everyone.

**MOTION:** Commissioner Michaels moved and Commissioner Winters seconded a motion to approve the designation of a Local Historic District to the St. Petersburg Register of Historic Places, including the character-defining features identified in the staff report, the general area within the Driftwood Neighborhood between 24th Avenue South, Driftwood Road South and Tampa Bay, in accordance with the staff report.
VOTE: YES – Bell, Burke, Michaels, Rogo, Wannemacher, Winters, Carter
NO – None

Motion passed by a vote of 7 to 0.

V. CPPC MEMBER/STAFF COMMENTS, ANNOUNCEMENTS

A suggestion from Commissioner Winters for next May 2019 (National Preservation Month) to present a summary to City Council celebrating register listings, ads valorem and the money saved, and key preservation initiatives; a great opportunity to increase awareness. Mr. Kilborn stated that the City has completely revamped the Marketing Dept. who communicates with the community and staff provides on an on-going basis information and timelines of certain City events related to historic preservation. Presentations have been given to City Council in the past following the submission of the required annual report to the State Historic Preservation Office that runs through September 30th.

VII. ADJOURN

With no further items to come before the Commission, the public hearing was adjourned at 4:10 p.m.
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 October 9, 2018
beginning at 2:00 PM, Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

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

Case No. HPC 17-90300006 — Driftwood Local Historic District
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**LEGAL DESCRIPTION:**
Driftwood Subdivision Block B; Lots 2-4, 6, 7, and 10-22; Driftwood 1st Addition Lots 1A and 8-16; Driftwood 2nd Addition Lots 1-13; Driftwood Replat Lots 1-7; and Powers Bayview Estates Lot 1

**LANDMARK NAME:**
Driftwood Local Historic District

**NOMINATION PREPARED BY:**
Howard Ferebee Hansen  
Laurie Macdonald  
Emily Elwyn

**APPLICANT LIST:**
Laurie Macdonald  
Belinda Sheffield  
Lynne (Parish) McDonald  
Bruce E. Ahern and Carolyn Bradfield  
Gail Halsey Collins  
Shepherd R. and Jennifer Lee Grimes  
Pamela and David McMullen  
Tira and Donald C. Myers  
Emmanuel Roux and Jennifer Hardin  
Martha Sammy  
Arthur Skinner and Katrina Van Tassel-Skinner  
James Studdiford  
Mordecai Walker  
Peter and Jeanne Meinke  
Mary P. and Terence Moore  
Bonita and Richard Agan  
Orion T. Ayer  
Miriam and Ronald Gregg  
Robert E. and Kathryn Krystan  
Siddie and Winton Morrison  
Robert J. Pastore and Rebekah Pulley  
Ann Sackett  
Marilyn and F. Thomas Shay  
Natalia Spytek  
Jeffrey Thompson

**REQUEST:**
Designation of the properties noted above as a local historic district to be added to the St. Petersburg Register of Historic Places
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Appendix A: Sample of Ballot Distributed February 16, 2018

Appendix B: Sample of Ballot Distributed June 27, 2018

Appendix C: Local Landmark Designation Application Submitted March 6, 2018 and Additional Backup Material from Applicants

Appendix D: Property Information

Appendix E: Additional Staff Photographs of Proposed District

Appendix F: Map of Proposed District

Appendix G: Public Input
APPLICATION BACKGROUND

The Driftwood neighborhood, located in the southeastern section of St. Petersburg, has long been considered unique and important within the city for its distinctive architecture and landscape. Conversations surrounding the potential designation being considered herein began in February of 2017, when Laurie Macdonald, an owner of the individually-designated Dodd House (HPC 07-01), a property within the proposed district, met with staff to discuss the neighborhood’s eligibility and district designation process.

City staff attended meetings organized by Ms. Macdonald and other applicants noted above on May 30, 2017 and November 13, 2017 to provide further information on the process and implications of designation to potentially-affected property owners.

A “Public Information Session,” arranged by City staff and directly noticed by mail to the owners of all property within the proposed district, was held at Friends Meeting House on January 17, 2018. In attendance were the owner or owners of 13 properties within the proposed district’s boundaries.

In addition to meetings with staff, the applicants conducted an organized and thorough effort to educate property owners within the proposed district on the process and effects of seeking local district designation. Staff remained available to individually answer any specific questions that owners had about designation, process, the resulting Certificate of Appropriateness (COA) requirements, and other implications of historic district creation.

As prescribed by St. Petersburg’s Historic and Archaeological Preservation Overlay (City Code Section 16.30.070.2), an application for local historic district designation must include the support of the owners of 50 percent plus one (1) parcels within the proposed boundaries, as demonstrated by the remittance of ballots issued by, and returned to, the Urban Planning and Historic Preservation Division. Individual ballots were mailed by City staff on February 18, 2018 to each owner of parcels within the boundary proposed at that time, as shown on the sample ballot included in Appendix A. Although a successful degree of support was shown by the ballots returned, an application narrative subsequently submitted to City staff on March 5, 2018 suggested a boundary with dissimilarities from that described in the initial ballot. For that reason, it was determined by City staff that a second balloting process must be carried out in order to determine support for a district with the proposed boundary which would be reviewed during the course of public hearings to follow. Ballots depicting the appropriate boundaries (Appendix B) were mailed to each owner of property therein by City staff on June 27, 2018. The necessary threshold of supportive ballots was passed on August 12, 2018. Having already received all requisite application narratives and fees, staff marked the application complete and began the process of reviewing the application and scheduling public hearings on that date.

The Local Historic Landmark Designation Application narratives and photographic documentation provide a thorough evaluation of the properties within the proposed district and justification for their listing in the St. Petersburg Register of Historic Preservation (Appendix C). Staff analysis of the application’s merit follows.
STAFF FINDINGS

Summary

Staff recommends approval of the listing of the Driftwood Local Historic District in the St. Petersburg Register of Historic Places. This finding has been reached following a review of the application attached in Appendix C, through the lens of an evaluation of age, historic significance, and integrity as defined by St. Petersburg’s Historic and Archaeological Preservation Overlay (Section 16.30.070.2.5). The district was found to satisfy seven (7) of the eight (8) criteria for significance defined by City Code, and to have acquired said significance more than the minimum 50 years prior to the application for designation. Only one criterion must be met in order for a property to be designated as a local landmark. A historic resource must additionally retain at least one (1) of seven (7) factors of integrity to be considered landmark designation. The proposed Driftwood Local Historic District has been found to retain six (6) of these seven (7).

Narrative Description and Historic Context

Historic Context

As established by the attached application, the sparse population that dotted the Pinellas Peninsula prior to the Civil War included a farm and grove established by Abel Miranda within the area now known as Driftwood. The short-lived Miranda homestead was established in 1857 but destroyed in 1862 in present-day Pinellas County’s only known armed conflict of the Civil War (Figure 1). John A. Bethell and family also settled in the vicinity in the late 1850s. Both families fled the area following the 1862 raid, as did most of the peninsula’s small population during the Civil War. Following the War, Abel Miranda, John Bethell, and their families returned to the shore of Big Bayou in the vicinity of what now is Driftwood, establishing a hamlet, complete with post office, called Pinellas Village. Though it was later assimilated into St. Petersburg, the establishment of Pinellas Village in 1876 predated the incorporation of the modern city by over a decade.

Figure 1: Marker commemorating site of Miranda Home, near southwestern boundary of present-day 2680 Driftwood Rd. S. Photograph provided by applicant.
The Orange Belt Railroad provided a convenient connection between St. Petersburg and the larger world beginning in 1888, spurring development surrounding the rail terminus in modern-day downtown, several miles north of the proposed district. The Pinellas Village post office was closed in 1906, but development continued to expand outward from downtown St. Petersburg throughout the early 20th century, notably as the local real estate market experienced a major boom between 1919 and 1926. As captured by a 1926 aerial photograph of the vicinity (Figure 2), the area surrounding the proposed district was partially developed by the end of these growth years, primarily with relatively small, single-family houses constructed on narrow and deep lots and lined up along straight roads with rear alley access. This development pattern was predominant throughout the city’s neighborhoods established during the period. The proposed district, however, was almost entirely undeveloped; the majority of the land appears to have remained under ownership by the Bethell family.

Figure 2: 1926 Aerial Photograph of St. Petersburg, Sheet No. 328, showing proposed district and vicinity. Cropped and corrected for legibility by staff.

As discussed in the attached application, residential construction slowly began again in the mid-1930s following its near-halt during the early years of the Great Depression. Because the speculative sale of vacant, platted lots had reached such a frenzied pace and then dropped off during the boom/bust cycle of the previous decade, there was an ample supply of residential
parcels awaiting development within established neighborhoods throughout the city. The Driftwood Subdivision, therefore, is unique in St. Petersburg for its creation during the 1930s.

American engagement in World War II necessitated a prohibition of private construction between 1941 and 1945. Following the war, however, St. Petersburg's population once again boomed, creating a surge of housing infill and newly-platted neighborhoods. A number of new homes, many of them custom-built, were constructed in the proposed district between the late 1940s and mid-1960s. Although they tend to demonstrate a modern architectural palette, the precedent set by the Bayview Construction Company's Minimal Traditional aesthetic was carried into the post-War homes in many ways, most notably in their scale, deep setbacks on their parcels, and low-pitched roofs.

Existing Conditions

Detailed architectural descriptions of each of the 43 primary residential buildings within the proposed district, as well as contributing objects, sites, and landscape features, are included in the Local Landmark Designation Application (Appendix C). In addition to single family residences, the proposed district features a number of detached garages or accessory buildings. Constructing garages as separate buildings was most common in pre-War residences, whereas houses built in the late-1940s and thereafter tend to feature attached garages which are more visible from the public street; this pattern is visible in the proposed district.

The homes within the proposed district feature a unique blend of architectural styles, with the majority of the contributing properties (and many noncontributing houses built in recent years) appearing to interact closely with the community's street system, which features narrow, often meandering roads. A dense, mature canopy of trees and lack of sidewalks creates a further sense of deviation from the streetscape more typical to St. Petersburg's early suburbs: a tidy grid of square blocks, broad streets, and sidewalks running parallel. Instead, Driftwood's enveloping landscape creates an area through which vehicular traffic is naturally calmed and pedestrians feel comfortable walking along the shaded streets. One oak tree even pierces Driftwood Road South itself (Figure 3), allowing traffic to crawl past while reminding drivers that the landscape came first, followed by the roads. The force of early-twentieth century development rigidly shaped most of the urban landscape in southern Pinellas County; the landscape itself, however, shaped the development of Driftwood.
The intended appreciation of natural scenery which influenced Driftwood’s 1930s development has been intentionally and carefully restored and maintained by generations of residents, and heightened by their continuing use of native species as understory plantings and groundcover, with the turf grass that dominates surrounding neighborhoods being used only sparsely in the proposed district. The density and variety of vegetation throughout the proposed district blurs the lines between properties, almost making the built resources appear more as a cohesive series of homes set within a singular landscape than a set of individual properties. Front yard fences and site walls are rare, and tend to serve as trellises for vines where they are found. Rear fences tend to be so screened from view by vegetation as to disappear into the background.

Several sites and objects should be noted as significant to the proposed district. The marker indicating the former location of the Miranda House (Figure 1) dates to circa 1950, and not only provides a continued reminder of the events that once transpired in present-day Driftwood, but underscores the fact that the area has been considered significant for its historic association with St. Petersburg’s foundational years for many decades. Additionally, the circa 1938 “Driftwood” arch (Figure 4), which was constructed as part of Bayview development, serves as an entrance to the community and has become an icon of the differentiation of feeling and atmosphere which exist between the proposed district and the surrounding suburban residential developments.

Figure 3: An oak tree grows at the center of narrow Driftwood Road South, naturally creating a traffic calming effect and reinforcing a feeling of safety for pedestrians using the street in lieu of sidewalks. Staff photograph.
Architecture and landscape have been deeply entwined in the proposed district since Driftwood's conception in the mid-1930s. The architectural styles found within the proposed district tend to be eclectic and informal, a fact which should not be mistaken for a lack of significance by any means. The opposite is true – the relative stylistic simplicity of many of the homes within Driftwood is the result of a very mindful effort to encourage the built community and the existing coastal hammock to coexist. The naming and categorizing of architectural movements tends to be retroactive, especially in the modern era, and the use of terms such as “Minimal Traditional” and “Masonry Vernacular” sometimes differ from the language used in evaluations of similar designs done in the past (and may well differ from terminology used at later dates). Nonetheless, the contributing properties within the proposed district are significant for their relationship to two closely related stages of the neighborhood’s development: the period of collaboration of Mark Dixon Dodd, Archie Parish, Arthur Modine and Francis Marion Boone between 1937 and 1940, and the period of 1948 through 1967, during which time a small handful of builders and architects brought a more modern interpretation of homebuilding to the neighborhood. As shown in Figure 5, the number of properties that are now being proposed for listing as contributing grew steeply during the late 1930s, followed by a halt in construction during World
War II. The post-War infill, which represented the work of a number of builders and architects, was more steady throughout over the next two decades.

The predominant architectural style during the Bayview period of construction can be classified as Minimal Traditional, often with influences including Mediterranean Revival, Colonial, and, perhaps most notably, Storybook. Minimal Traditional designs were largely fueled by a need to construct relatively low-cost homes during the Great Depression. Typically one-story cottages, though sometimes featuring a half-story above, the style of these homes was dictated by restrained references to traditional styles. Dodd incorporated a number of eclectic references, most commonly the Storybook or English Cottage Vernacular style. Incorporating whimsical “Storybook” elements into residential architecture experienced some degree of popularity during the eclectic period of the 1920s. The style’s use in homes set amidst dense and mature vegetation enhances a sense of enchantment.

Many of the homes constructed following the end of World War II were custom-built, and, therefore, uniquely represent the changing lifestyles and technology of the era. Although stylistically they aim to focus on the clean horizontality that dominated that period’s architecture, their overall scale is consistent with earlier contributing houses in Driftwood.

Of the 32 contributing primary residences within the proposed district, 11 are one (1) story and 21 have a partial or full second story. Although the sizes of both homes and parcels vary, setbacks are fairly consistent throughout the proposed district. Front setbacks are at least 30 feet but average over 55 feet, and side setbacks average approximately 20 feet per side, according to the applicant’s calculations. Information submitted with the application features setback measurements; Appendix D features additional information on the existing conditions of the proposed district. Appendix E contains additional photographs taken by staff.
Boundary Justification

Initial Boundaries

The boundaries described in the application submitted on March 6, 2018, following the initial balloting process, included the area platted by the Bayview Construction Company in 1937 as the original Driftwood Subdivision, the First and Second Additions to Driftwood Subdivision (both platted in 1940) and the four (4) parcels at the western edge of the subdivision along Driftwood Road South which faced the Second Addition. These four parcels contain three (3) homes constructed in the early post-War years, as well as a home dating to circa 1910. The 1910 “Mullet Farm” or “Gandy House” (2700 Driftwood Road South/FMSF 8PI00824) had been listed for over a decade on the City’s list of “Potentially Eligible” properties and was the only remaining building relating to the area’s “pre-boom” development as a relatively distinct village rather than the suburban neighborhood of St. Petersburg, which Driftwood would be shaped into by the Bayview Construction Company. The inclusion of these parcels was justified due to their orientation toward other contributing resources in the district, as well as the very high degree of historic significance exhibited by the house at 2700 Driftwood Road South. This boundary is shown on the sample ballot enclosed as Appendix A.

Amended Boundaries

During the early stages of this application, and prior to its designation as officially “active,” the house at 2700 Driftwood Road South was demolished and a decision was made by the applicants to redraw the boundary line to follow the platted boundaries of the Driftwood Subdivision and its two (2) additions. Although including properties along both sides of minor or residential streets within historic districts is generally encouraged by staff in order to create an immersive district and ensure that properties facing one another evolve under the guidance of the same policies, following historic plat lines is another recommended approach to the delineation of historic district edges. For this reason, staff supported the request to amend the proposed boundaries but reissued ballots to all property owners within the new boundaries to ensure a complete understanding of the effect of this proposed designation. Appendix E contains maps of the proposed district’s boundaries as considered herein; Appendix F contains historic plats.

Contributing and Noncontributing Properties

In historic preservation parlance, the terms “contributing” and “noncontributing” are used to discuss the relationship that an individual building, object, site, or structure exhibits with relationship to the historic significance of its encompassing district or resource as a whole. The National Park Service defines these terms within the National Historic Landmark program as follows:

Contributing resources are the buildings, objects, sites, and structures that played a role or, more simply, existed at the time the event(s) associated with the proposed National Historic Landmark occurred. Noncontributing resources are the buildings, objects, sites, and structures that did not exist at the time the
Within the proposed district, therefore, resources constructed after 1967 or those which have been altered to such a degree that overall integrity has been lost, are recommended for listing as noncontributing, whereas those constructed within the period of significance and demonstrating retained integrity are recommended to be listed as contributing resources within the Driftwood Local Historic District. Detailed architectural descriptions have been provided as part of the application; staff’s recommendations for contributing and non-contributing resources within the proposed district follow.

### Contributing Primary Residences and Noteworthy Sites and Objects

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
<th>Architect / Builder</th>
<th>Dominant Architectural Style(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st St. S.E.</td>
<td>Landscape Feature (Built)</td>
<td>c. 1938</td>
<td>15' &quot;Driftwood&quot; archway</td>
<td>n/a</td>
</tr>
<tr>
<td>1st St. at 25th Ave. S.</td>
<td>Single Family Residence</td>
<td>1958</td>
<td>Weikel, W.W.</td>
<td>Vernacular/Mid-Century</td>
</tr>
<tr>
<td>2400 1st St. S.E.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Harvard/Beard</td>
<td>Minimal Colonial/ Monterey</td>
</tr>
<tr>
<td>136 25th Ave. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1939</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2600 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2605 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2608 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2615 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2617 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2620 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1948</td>
<td>Pfau, A.L. for H. Dreyer</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>Driftwood Rd. S.E.</td>
<td>Community Beach Access</td>
<td>n/a</td>
<td>n/a</td>
<td>Path &amp; Dock</td>
</tr>
<tr>
<td>n/a</td>
<td>Single Family Residence</td>
<td>1952</td>
<td>Rose, O.W.</td>
<td>Minimal Traditional/ Tropical Modern</td>
</tr>
</tbody>
</table>

---

## Contributing Primary Residences and Noteworthy Sites and Objects

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
<th>Architect / Builder</th>
<th>Dominant Architectural Style(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>234 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1950</td>
<td>Parish, Archie for owner William Moore</td>
<td>Minimal Traditional/ Minimal Colonial</td>
</tr>
<tr>
<td>241 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1950</td>
<td>Rose, O.W.</td>
<td>Minimal Traditional/ Tropical Modern</td>
</tr>
<tr>
<td>250 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1964</td>
<td>Vandervort, Claude for owner M.W. McDonald</td>
<td>Mid-Century/ Ranch</td>
</tr>
<tr>
<td>251 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1950</td>
<td>Rose, O.W.</td>
<td>Minimal Traditional/ Tropical Modern</td>
</tr>
<tr>
<td>262 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1949</td>
<td>Wallace, W.T. for Norman C. Halsey</td>
<td>Mid-Century/ Masonry Vernacular</td>
</tr>
<tr>
<td>277 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1964</td>
<td>Sennholtz, K.P. for owner Eva Carr</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2420 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1939</td>
<td>Bayview Construction Co.</td>
<td>Monterey/ Mediterranean Revival</td>
</tr>
<tr>
<td>2500 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1950</td>
<td>Gorman &amp; Bonesy for owner John Rowell</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2505 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1937</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/ Storybook</td>
</tr>
<tr>
<td>2510 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/ Mediterranean Revival</td>
</tr>
<tr>
<td>2515 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>2519 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1939</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/ Storybook</td>
</tr>
<tr>
<td>2521 Driftwood Rd. S.E.</td>
<td>Single Family Residence</td>
<td>1937</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/ Storybook</td>
</tr>
<tr>
<td>n/a</td>
<td>Object</td>
<td>c. 1950</td>
<td>Miranda Home marker</td>
<td>n/a</td>
</tr>
</tbody>
</table>

### Florida Ave. S.

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
<th>Architect / Builder</th>
<th>Dominant Architectural Style(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2500 Florida Ave. S.</td>
<td>Single Family Residence</td>
<td>1952</td>
<td>Hendry Bldg Co. for owner Dr. Franklin Plumley</td>
<td>Mid-Century/ Masonry Vernacular</td>
</tr>
<tr>
<td>2600 Florida Ave. S.</td>
<td>Single Family Residence</td>
<td>1951</td>
<td>Rose, O.W.</td>
<td>Mid-Century/ Masonry Vernacular</td>
</tr>
<tr>
<td>2621 Florida Ave. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
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</table>

### Wildwood Ln. S.E.

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
<th>Architect / Builder</th>
<th>Dominant Architectural Style(s)</th>
</tr>
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<tbody>
<tr>
<td>2500 Florida Ave. S.</td>
<td>Single Family Residence</td>
<td>1952</td>
<td>Hendry Bldg Co. for owner Dr. Franklin Plumley</td>
<td>Mid-Century/ Masonry Vernacular</td>
</tr>
<tr>
<td>2600 Florida Ave. S.</td>
<td>Single Family Residence</td>
<td>1951</td>
<td>Rose, O.W.</td>
<td>Mid-Century/ Masonry Vernacular</td>
</tr>
<tr>
<td>2621 Florida Ave. S.</td>
<td>Single Family Residence</td>
<td>1940</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
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</table>
### Contributing Primary Residences and Noteworthy Sites and Objects

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
<th>Architect / Builder</th>
<th>Dominant Architectural Style(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/Storybook</td>
</tr>
<tr>
<td>(Local Historic Landmark HPC 07-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>111 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1937</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/Storybook</td>
</tr>
<tr>
<td>123 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional</td>
</tr>
<tr>
<td>127 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/Storybook</td>
</tr>
<tr>
<td>135 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1938</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/Storybook</td>
</tr>
<tr>
<td>145 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1939</td>
<td>Bayview Construction Co.</td>
<td>Minimal Traditional/Storybook</td>
</tr>
<tr>
<td>147 Wildwood Ln. S.E.</td>
<td>Single Family Residence</td>
<td>1937</td>
<td>Bayview Construction Co.</td>
<td>Demolished – now community greenspace</td>
</tr>
<tr>
<td>Wildwood Park</td>
<td>Park (historically site of Sales Office)</td>
<td>n/a</td>
<td>Bayview Construction Co.</td>
<td></td>
</tr>
</tbody>
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### Contributing Accessory Buildings

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>2605 Driftwood Rd. S.</td>
<td>Detached Garage</td>
<td>1940</td>
</tr>
<tr>
<td>250 Driftwood Rd. S.E.</td>
<td>Detached Garage</td>
<td>1964</td>
</tr>
<tr>
<td>103 Wildwood Ln. S.E.</td>
<td>Detached Garage</td>
<td>1938</td>
</tr>
<tr>
<td>125.5 Wildwood Ln. S.E.</td>
<td>Accessory Dwelling Unit</td>
<td>1948</td>
</tr>
<tr>
<td>147 Wildwood Ln. S.E.</td>
<td>Detached Garage</td>
<td>c. 1937</td>
</tr>
</tbody>
</table>

### Noncontributing Resources

<table>
<thead>
<tr>
<th>Address</th>
<th>Resource Type</th>
<th>Year Built</th>
<th>Reason for Noncontributing Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 1st St. S.</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant parcel</td>
</tr>
<tr>
<td>2660 Driftwood Rd. S.</td>
<td>Single Family Residence</td>
<td>1954</td>
<td>Diminished Integrity</td>
</tr>
</tbody>
</table>
Historic Significance and Satisfaction of Eligibility Criteria

Period of Significance

The designation application (Appendix C) proposes a Period of Significance which includes Pre-Anglo-European settlement and the years spanning 1857 to 1967, with noted significant dates of 1857, 1862, 1937, and 1940.

Although archaeological explorations conducted in the 1970s (Florida Master Site File No. 8PI00022) did not reveal artifacts, historical accounts of middens at the site are numerous, and the possibility of the site yielding future information should not be discounted. This possibility necessitates the inclusion of the pre-Columbian era in the period of significance.

The latter span of years, 1857 to 1967, includes the period during which the proposed district reached historic significance under the criteria discussed below. 1857 is the year of Abel Miranda’s settlement of the area; land in the proposed district was under ownership of the family of fellow early settler until 1940, by which point Modine and Dodd had begun developing the land as the Driftwood community. Although construction lagged somewhat during World War II, post-War infill began shortly thereafter, with homes tending to be custom-built and responsive to their sites and the overall character of the area.
Because of the lack of "land boom" development that occurred during the early 20th century, as other residential suburbs in St. Petersburg were being platted and built up rapidly, staff recommends that the period of significance be modified to exclude the time between the closure of the Pinellas Village post office (1906) and the beginning of the Bayshore Investment Company's developmental activity (1935). A period of significance typically may extend no less than 50 years prior to designation. Because the conversations surrounding this application, and outreach to property owners, began in 2017, the year 1967 is recommended as an end-date for the historic period.

The recommended period of significance for the Driftwood Local Historic District, therefore, is Pre-Anglo-European Settlement; 1857-1906; 1935-1967. These years include the periods during which the land within the proposed district was being actively settled or developed, resulting in the establishment of historic significance with relation to the area's historical context.

**Criteria for Significance**

Evaluation of potential local historic landmarks considers a resource's historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service's criteria for placement in the National Register of Historic Places, and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness. In the case of the proposed Driftwood Local Historic District, the application proposes that the resource 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>Yes</strong></td>
</tr>
<tr>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>Yes</strong></td>
</tr>
</tbody>
</table>
Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.

A thorough discussion of the proposed district's satisfaction of these criteria is provided in the application. Following an evaluation of the proposed district's existing conditions and history within its historic context, staff concurs with the applicant's assertion that the resource is eligible for listing in the St. Petersburg Register of Historic Places under Criteria A, B, C, D, F, G, H, and I.

**Historic Integrity**

In addition to assessing historic significance, the evaluation for eligibility for listing in the St. Petersburg Register of Historic Places questions whether at least one (1) of seven (7) factors of historic integrity have been met. In the case of the proposed Driftwood Local Historic District, staff finds six (6) factors to remain intact.

<p>| Is at least one of the following factors of integrity met? |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|</p>
<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>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

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

**Location**

All properties within the proposed district remain in their original locations.

**Design**

The intended designs of both the district overall and its individual properties have been well-preserved. The individual buildings, sites, and structures within the district have maintained their historic designs to a large degree, with 32 of the proposed district's 43 primary residences remaining contributing.

**Setting**

The proposed district is surrounded by single-family residential development, primarily platted and at least partially developed during the 1920s. In addition, and perhaps more importantly, the setting of the proposed district itself retains an impressive degree of integrity, with the mature vegetation that inspired Dodd's vision for Driftwood remaining intact and creating a true sense of immersion within the proposed district. The proposed boundaries capture this vision to the greatest extent possible.

**Materials**

Some individual contributing properties have seen alterations such as the construction of side and rear additions and the replacement of windows, and certain aspects of the landscape have
been necessarily modernized, perhaps diminishing the intention of a natural setting slightly. The district as a whole, however, maintains sufficient historic materials to allow the viewer to read the district in its entirety as being composed of historic materials.

**Workmanship**

Workmanship is defined by the National Park Services as “the physical evidence of the crafts of a particular culture or people during any given period of history.” The proposed Driftwood Local Historic District serves as physical documentation of the historic construction techniques that were prevalent during its period of significance. The aesthetic principals that guided the area’s development remain visible in the way that the landscapes and individual resources were constructed, from Driftwood Road’s meandering path parallel to the Big Bayou shoreline to Dodd’s whimsical inclusion of birdhouses at some of his buildings’ facades.

**Feeling**

Feeling, a resource’s aesthetic or historic sense of a particular period of time, permeates the proposed district through its unique community design, which was, even when established in the 1930s, a reference to an earlier era in many ways.

**Character-Defining Features**

Shortly before retiring from the role of President of the National Trust for Historic Preservation in 2010, Richard Moe remarked that “there may have been a time when preservation was about saving an old building here and there, but those days are gone. Preservation is in the business of saving communities and the values they embody.” Nearly a decade later, these words ring true when evaluating the aspects of the proposed Driftwood Local Historic District that relate to its historic significance. The proposed district is undeniably among the most unique neighborhoods within contemporary St. Petersburg, due to a rich and distinct architectural palette, a small network of narrow streets which “break the grid” to follow the natural shoreline and topographical features, and dense, perhaps even seemingly untamed, vegetation. Alterations to properties within local historic districts are reviewed for their impacts on the resource as a whole with a priority of preserving and rehabilitating of character-defining features, which relate to the district’s historic significance. Although the appropriateness of future alterations is reviewed on a case-by-case basis with relation to the Secretary of the Interior’s Standards for the Treatment of Historic Properties, staff recommends the following elements of the district be noted as character-defining elements of the proposed district, and, therefore, particularly worthy of preservation.

**Architecture:** Homes Constructed by the Bayview Construction Company and Mark Dixon Dodd

- Most typically Minimal Traditional in style, often with eclectic and whimsical references including that from the Mediterranean Revival, Colonial, and Storybook styles.

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• Low-pitched, gabled roof, generally featuring at least one cross gable. The predominant form is most commonly the front gable, typically with a vent or other decoration at the gable end.
• Minimal roof overhangs.
• Metal casement windows arranged in pairs or tripartite units, often with shutters.
• Stucco exterior treatment, sometimes incorporating decorative siding or half-timbering at gable ends as a focal point.
• Sheltered stoops rather than full front porches.

Architecture: Mid-Century Infill
• Mid-century or Masonry Vernacular in style, featuring an overall emphasis of horizontality.
• One story or split level.
• Attached garages.
• Metal windows, casement or awning, often arranged in ribbon configurations.
• Stucco exterior.
• Low-pitched hipped or flat roof.

Community Design
• Narrow, meandering roads with low curbs and lacking sidewalks.
• Generous front yard setbacks.

Landscape
The landscape elements that have traditionally been protected by local historic designation within the city have primarily been within public right of way. However, given the particularly distinctive and unique atmosphere created by Driftwood's heavily-vegetated landscape, the application being discussed herein suggests a degree of protection be extended to the vegetated areas of private properties, most notably to the deep front setbacks which contribute so significantly to the proposed district. Staff suggests that a landscape plan be required as part of the COA process for new construction and alterations or additions significant enough to require a site plan as part of Building and Zoning review, with a focus on the following:
• Mature tree canopy, including, but not limited to, trees in Right of Way.
• Dense native vegetation extending to street edge.
• Limited use of turf grass as ground cover.
• Lack of fences in front yards.
• Side and rear fences set back from façade and well-screened with vegetation.

RESULTS OF DESIGNATION
The creation and preservation of historic districts enhances the city's historic character, fulfills the City's goals as a Certified Local Government in Historic Preservation, reinforces a strong sense of place, and plays a role in the local economy. A 2010 study of the Economic Impacts of Historic Preservation in Florida concluded that preservation-related activities including historic rehabilitation projects, heritage tourism, Main Street Programs, and history museums created over 110 thousand jobs in Florida and another 20 thousand in other parts of the country during
the period of 2007-2008. During that same time frame, preservation activities added $3.77 billion to in-state wealth.\(^3\)

As a local historic district, certain financial benefits such as the Ad Valorem Tax Exemption for Rehabilitation and relief from some requirements of the Florida Building Code will additionally become available to property owners.

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

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

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

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

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

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

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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 CPPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

Policy CM11.14: In order to reduce risk resulting from or associated with high-tide events, storm surge, flash floods, stormwater runoff and impacts related to sea-level rise, THE City shall continue to promote the use of the development and redevelopment principles, strategies, and engineering solutions contained in the Florida Building Code and Land Development Regulations.

Policy CM15.1: The City will continue to promote the preservation of resources by conducting historic resource surveys and developing ordinances, guidelines, and databases.

FLOOD PLAIN MANAGEMENT

The local historic district, as proposed, is located partially within a designated flood zone. Of the 43 primary residences within the proposed boundaries:

- 16 proposed contributing and 9 proposed non-contributing are within or partially within an AE Zone (buildable area), and
- 16 proposed contributing and 2 proposed non-contributing are within X or X-shaded (buildable area).

Historic structures that are repeatedly flooded will eventually deteriorate and require demolition, a negative outcome in direct contrast with the goals, objectives, and policies of the City's historic preservation program. For this reason, improvements that maintain the integrity of the local historic district while incorporating flood mitigation measures is encouraged and further supported by the National Flood Insurance Program ("NFIP").

The NFIP gives special consideration to the unique value of historic buildings, landmarks, and sites, in two ways. First, the NFIP floodplain management regulations provide relief to historic structures, as defined by CFR 44 Part 59, which includes historic districts. Historic structures do not have to meet the floodplain management requirements of the program if they maintain their historic structure designation meaning they do not have to meet the new construction,
substantial improvement, or substantial damage requirements applied to non-historic structures. This exclusion serves as an incentive for property owners to maintain the historic character of the designated structures and district.

Second, a designated structure can obtain the benefit of subsidized flood insurance through NFIP even if it has been substantially improved or substantially damaged so long as the structure maintains its historic designation. Allowing historic structures to continue to be insured at subsidized rates, even when they are substantially improved or substantially damaged, can represent a significant financial benefit to these building owners.

To qualify for this relief, local municipalities must adopt an ordinance that requires variances for improvements or repairs to historic structures. Pursuant to Ordinance 98-H, adopted on December 5, 2013, the City of St. Petersburg is a qualified municipality. City Code Chapter 16, Section 16.40.050.7.5, states:

"Historic Buildings. A variance is authorized to be issued for the repair, improvement, reconstruction, restoration or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Buildings, upon a determination that the proposed repair, improvement, reconstruction, restoration or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, reconstruction, restoration and rehabilitation shall be subject to the requirements of the Florida Building Code. Historic properties may be required to obtain a certificate of appropriateness pursuant to the City Code. No fee shall be required for the variance application and, if the historic structure has a current certificate of appropriateness, no notice of the variance shall be required."

Non-contributing resources and vacant lots in historic districts remain subject to all the floodplain management requirements that apply for new construction and substantial improvements. Any non-contributing resource may be voluntarily improved so that it can become a contributing resource to the historic district; this type of improvement might involve removal of modern additions and other actions to restore the historic nature of the resource. Contributing resources will qualify for relief provided they maintain their historic designation. Both will be reviewed through the Certificate of Appropriateness ("COAs") process and include variances, where required in accordance with the NFIP.

For more information, please read the Floodplain Management Bulletin: Historic Structures (FEMA P-467-2, May 2008) published through the National Flood Insurance Program ("NHIP"). In addition to describing how the NHIP treats historic structures, this bulletin also includes mitigation measures that can be sensitively implemented to protect historic structures from floods. Flood mitigation measures range from simple, low-cost improvements (such as elevating utilities and mechanical equipment) to structural modifications (such as building elevation and dry-floodproofing).
RECOMMENDATION
Given the proposed Driftwood Local Historic District's satisfaction of the criteria for designation as a local historic district to be added to the St. Petersburg Register of Historic Places, staff recommends approval of Case No. HPC 17-90300006, thus referring the issue to City Council for public hearing and a final determination.
REFERENCES


APPENDIX A: SAMPLE OF BALLOT DISTRIBUTED FEBRUARY 16, 2018
Instructions for Ballot to Determine Support/Opposition of an Application for the Designation of the Proposed Driftwood Local Historic District

<table>
<thead>
<tr>
<th>File Number:</th>
<th>HPC 17-90300006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boundaries of Affected Area:</td>
<td>Roughly, 24th Avenue Southeast, the rear parcel lines of properties located on the 2700 block of Driftwood Road South, Beach Drive Southeast, and Tampa Bay, as shown below.</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>Pearson Subdivision, Lots 1 and 2; Driftwood, Lots 1 through 22; Driftwood First Addition, Lots A and 1 through 17; and Driftwood Second Addition, Lots 1 through 14</td>
</tr>
<tr>
<td>Request:</td>
<td>Listing of the Driftwood Local Historic District in the St. Petersburg Register of Historic Places</td>
</tr>
</tbody>
</table>

Dear Property Owner,

Per the St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5.2.a, you are receiving this notification and attached ballot because you are the owner of property that is located within a proposed local historic district. A public information session regarding this application, of which your household was directly noticed, was held on January 17, 2018 at the Friends’ Meeting House. If you were unable to attend the meeting or have additional questions about the impacts of this proposal, please contact City staff using the information listed below.

The support of property owners representing more than 50% of the subject tax parcels is required for the application process to proceed. This vote will not finalize the designation of the above-referenced local historic district, rather it is required in order for the application to be considered by the Community Planning and Preservation Commission (CPPC) and the City Council.

**Process for Tallying Votes**

Each tax parcel is counted as one vote, regardless of the number of owners registered to that property. However, in the case of properties with multiple owners, each registered owner will receive a ballot and have the opportunity to vote. If ballots representing conflicting votes among multiple owners of a single tax parcel are received, the vote for that parcel will be counted as a vote of non-support. If there are multiple owners of a property and only one ballot has been received by Monday, April 16, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Properties from which no ballot has been returned by Monday, April 16, 2018 will be considered to express nonsupport/opposition.

February 16, 2018
Page 1 of 2
There are fifty-one (51) parcels within the proposed district. If support from the owners of twenty-seven (27) properties and all other materials required for the submission of a designation application, including an application fee, have been provided to the City, then the district application will be certified complete and proceed to quasi-judicial hearing and review by the CPPC. Once a district application has been certified complete, no permits shall be issued for any exterior alterations, demolitions, or new construction, except in cases of ordinary repair and maintenance, until the City Council has rendered a final decision on the designation request.

**Next Steps in the Designation Process**

Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will be notified a minimum of ten days prior to the CPPC quasi-judicial hearing. This hearing will include a presentation by City staff of an analysis of the potential district’s historic significance and integrity. This will be followed by a presentation from the applicant and an opportunity for public input. After hearing from staff, the applicant, and any interested parties, the CPPC will vote for or against recommendation of designation of the proposed district.

Within 60 days following the CPPC meeting, the City Council will evaluate the proposed district designation at a quasi-judicial hearing. Property owners and owners of properties within 200 feet of the proposed boundary will again be notified a minimum of ten days prior to the quasi-judicial hearing of its time and location. The hearing will be conducted in the same manner as the CPPC hearing and followed by a discussion and final decision of the City Council.

**Effects Should the Proposed District Application Be Approved**

If the application is approved by the City Council, your property will be recorded as either a contributing or non-contributing property within the local district. As such, a Certificate of Appropriateness (COA) will be required for future exterior alteration, new construction, demolition, or relocation. The COA process is essentially a design review that is generally conducted concurrently with the issuance of other necessary building or demolition permits. The process, which has recently been streamlined, is not designed to hinder owners’ ability to update and maintain their properties, but aims to ensure the sensitivity of exterior alterations and additions to the historic nature of a designated district or individual local landmark.

**Ballot Remittance and Status Updates**

Contact Laura Duvekot, Historic Preservationist, at 727.892.5451/laura.duvekot@stpete.org or visit www.stpete.org/history for further information on the City’s historic preservation program and this application.

Please consider your choice of support or opposition/nonsupport and return the attached ballot to:

- Official Ballot, Driftwood LHD
- c/o Laura Duvekot
- Urban Planning & Historic Preservation Division
- PO Box 2842
- St. Petersburg, FL 33731-2842

Signed ballots must be postmarked on or before Monday, April 16, 2018 or delivered in person by 4pm on that date to the Urban Planning & Historic Preservation Division, 8th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg. Please note that the results of this vote are not exempt from relevant public records laws.

Respectfully,

Derek Kilborn, Manager
Urban Planning & Historic Preservation Division
Planning and Economic Development Department

cc: Dave Goodwin, Director, Planning & Economic Development Department
Michael Dema, Assistant City Attorney, City Attorney’s Office

February 16, 2018
Page 2 of 2
I, ________________, owner of the property located at ___________________________________, St. Petersburg, Florida 33705,

☐ SUPPORT

☐ DO NOT SUPPORT

the initiation of an application for designation of the Driftwood Local Historic District in the St. Petersburg Register of Historic Places. The proposed district boundary includes the fifty-two (52) properties roughly bounded by 24th Avenue Southeast, Tampa Bay, the rear parcel line of properties along the 2700 block of Driftwood Road South, and Beach Drive Southeast.

A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

__________________________  __________________________
(Signature)                  (Date)

Ballot Instructions:

Please sign and return this ballot on or before Monday, April 16, 2018. The ballot may be:

• Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;

• Mailed to Official Ballot, Driftwood LHD d/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The final decision regarding this application will be determined by City Council action, not by the outcome of this vote. The application will be deemed complete immediately upon receipt of: "support" votes representing at least twenty-seven (27) of the fifty-one (51) tax parcels within the proposed district a complete application for the designation of the proposed area as a local historic district, and a processing fee from the applicant.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. If there are multiple owners of a property and only one ballot has been received by April 16, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Following return of the ballot, your position may not be changed.

Ballots not received or postmarked on or before April 16, 2018 will be recorded as nonresponse and counted as a "do not support" vote, except among multiple owners of a single tax parcel where one or more ballots have been remitted. These will be recorded as described above.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days’ notice of the public hearings at which you may provide input regarding the potential district designation.
APPENDIX B: SAMPLE OF BALLOT DISTRIBUTED JUNE 27, 2018
**NEW BALLOT RESPONSE REQUIRED**

Driftwood Local Historic District

<table>
<thead>
<tr>
<th>File Number:</th>
<th>HPC 17-90300006</th>
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<tbody>
<tr>
<td>Boundaries of</td>
<td>Roughly, 24th</td>
</tr>
<tr>
<td>Affected Area:</td>
<td>Avenue Southeast (north), Driftwood Road South, where it bends</td>
</tr>
<tr>
<td></td>
<td>northwest (west), Beach Drive Southeast (east), and Tampa Bay (south), as shown below.</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>See enclosed map.</td>
</tr>
<tr>
<td>Contacts:</td>
<td>Laura Duvekot, Historic Preservationist</td>
</tr>
<tr>
<td></td>
<td>Urban Planning and Historic Preservation</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Laura.Duvekot@stpete.org">Laura.Duvekot@stpete.org</a></td>
</tr>
<tr>
<td></td>
<td>(727) 892-5451</td>
</tr>
<tr>
<td>Request:</td>
<td>Listing Driftwood Local Historic District in the St. Petersburg Register of Historic Places</td>
</tr>
</tbody>
</table>

**BACKGROUND/NEW BALLOT EXPLANATION**

On February 16, 2018, the City mailed ballots to fifty-one (51) tax parcels in accord with City ordinance to determine if there is sufficient neighborhood support for submission of an application to designate the Driftwood neighborhood a local historic district. The number of ballots of support returned exceeded the minimum requirement, and an application was subsequently filed on March 5, 2018. The district boundary depicted in the submitted application did not include four parcels (2700, 2720, 2736 and 2772 Driftwood Road South) that had been shown on the proposed district map sent out with the ballots.

The City’s Historic and Archaeological Preservation Overlay Ordinance does not specify whether the area sought for designation within the application and the area receiving ballots be the same. Accordingly, the City advised the applicants that it would be permissible to submit an application without including the four Driftwood Road (Ward Avenue South) properties. After making this determination, staff received an inquiry questioning the legality of the ballot process. In an effort to resolve this procedural question and guarantee a fair and transparent process for all property owners within the proposed district, the City’s Urban Planning and Historic Preservation Division (“Division”) has requested a new ballot process.

Enclosed with this letter is a new ballot and map. Your previous vote from the original ballot process is void. The Division appreciates your understanding and invites you to remit your ballots accordingly. Additional instructions are included in the following section. The new ballot map does not include 2700, 2720, 2736 & 2772 Driftwood Road (Ward Avenue South). To assist with your understanding of the above, please find below three maps showing the portion of the neighborhood along Driftwood Road South (Ward Avenue South) directly affected. The first map is a section of the original ballot map; the second of the application map and the third of the 1940 Driftwood subdivision map.
BALLOT INSTRUCTIONS

Per the St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5.2.a, you are receiving this notification and attached ballot because you are the owner of property that is located within a proposed local historic district. A public information session regarding this application, of which your household was directly noticed, was held on January 17, 2018 at the Friends’ Meeting House. If you were unable to attend the meeting or have additional questions about the impacts of this proposal, please contact City staff using the information listed below.

The support of property owners representing more than 50% of the subject tax parcels is required for the application process to proceed. City owned property, such as the Driftwood/Wildwood park, is not included in the ballot process. This vote will not finalize the designation of the above-referenced local historic district, rather it is required in order for the application to be considered by the Community Planning and Preservation Commission (“CPPC”) and the City Council.

Process for Tallying Votes

Each tax parcel, exclusive of City owned parcels, is counted as one vote, regardless of the number of owners registered to that parcel. However, in the case of parcels with multiple owners, each registered owner will receive a ballot and have the opportunity to vote. If one of the multiple owners returns a ballot of non-support then the vote for that parcel will be counted as a vote of non-support. If there are multiple owners of a parcel and only one ballot has been received by Monday, August 27, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Parcels from which no ballot has been returned by Monday, August 27, 2018, regardless of the number of owners, will be counted as a vote of non-support/opposition.

Once a ballot has been submitted, the choice of support or non-support/opposition reflected on the ballot may not be changed. An owner may voice support or opposition/non-support at any public hearing regardless of the position reflected on a ballot. There are forty-seven (47) parcels within the proposed district. If support from the owners of twenty-five (25) properties and all other materials required for the submission of a designation application, including an application fee, have been provided to the City, then the district application will be certified complete and proceed to quasi-judicial hearing and review by the CPPC.
been certified complete, a permit may only be issued for exterior alterations, demolitions, or new construction if processed in accord with the Certificate of Appropriateness process (further explained below), except in cases of ordinary repair and maintenance, until the City Council has rendered a final decision on the designation request.

**Next Steps in the Designation Process**

Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will be notified a minimum of ten days prior to the CPPC quasi-judicial hearing. This hearing will include a presentation by City staff of an analysis of the potential district’s historic significance and integrity, a presentation from the applicant and an opportunity for public input. After hearing from staff, the applicant, and any interested parties, the CPPC will vote to recommend approve, approve with modifications, or to deny designation of the proposed district.

Within 60 days following the CPPC meeting, the City Council will evaluate the proposed district designation at a quasi-judicial hearing. Property owners and owners of properties within 200 feet of the proposed boundary will again be notified a minimum of ten days prior to the quasi-judicial hearing of its time and location. The hearing will be conducted in the same manner as the CPPC hearing and followed by a discussion and final decision of the City Council to approve, approve with modifications, or to deny the application.

**Effects Should the Proposed District Application Be Approved**

If the application is approved by the City Council, your property will be recorded as either a contributing or non-contributing property within the local district. As such, a Certificate of Appropriateness (COA) will be required for future exterior alteration, new construction, demolition, or relocation, except for ordinary repairs or maintenance. The COA process is essentially a design review that is generally conducted concurrently with the issuance of other necessary building or demolition permits. The process, which has recently been streamlined, is not designed to hinder owners’ ability to update and maintain their properties, but aims to ensure the sensitivity of exterior alterations and additions to the historic nature of a designated district or individual local landmark.

**Ballot Remittance and Status Updates**

Contact Laura Duvekot, Historic Preservationist, at 727.892.5451, Laura.Duvekot@stpete.org or visit www.stpete.org/history for further information on the City’s historic preservation program and this application.

*Please consider your choice of support or opposition/non-support and return the attached ballot to:*

Official Ballot, Driftwood LHD  
c/o Laura Duvekot  
Urban Planning & Historic Preservation Division  
PO Box 2842  
St. Petersburg, FL 33731-2842

Signed ballots must be postmarked on or before Monday, August 27, 2018 or delivered in person by 4:00 p.m. on that date to the Urban Planning & Historic Preservation Division, 8th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg. Please note that the results of this vote are not exempt from relevant public records laws.
Respectfully,

Derek Kilborn, Manager
Urban Planning & Historic Preservation Division
Planning and Economic Development Department
Derek.Kilborn@stpete.org
(727) 893-7872

cc: Elizabeth Abernethy, Director, Planning & Development Department
    Laura Duvekot, Historic Preservationist, Planning & Development Department
    Michael Dema, Assistant City Attorney, City Attorney's Office

Proposed District Boundary:
I, _______________________, owner of the property located at _______________________, St. Petersburg, Florida 33705,

☐ SUPPORT
☐ DO NOT SUPPORT

the initiation of an application for designation of the Driftwood Local Historic District in the St. Petersburg Register of Historic Places. The proposed district boundary includes the forty-seven (47) parcels roughly bounded by 24th Avenue Southeast, Tampa Bay, the rear parcel line of properties along the 2700 block of Driftwood Road South (Ward Avenue South), and Beach Drive Southeast.

A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

______________________________  ______________________________
(Signature)  (Date)

Ballot Instructions:

Please sign and return this ballot on or before Monday, August 27, 2018. The ballot may be:

- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, Driftwood LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The final decision regarding this application will be determined by City Council action, not by the outcome of this vote. The application will be deemed complete immediately upon receipt of: “support” votes representing at least twenty-five (25) of the forty-seven (47) tax parcels within the proposed district, a complete application for the designation of the proposed area as a local historic district, and a processing fee from the applicant.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. If there are multiple owners of a tax parcel and only one ballot has been received by August 27, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Following return of the ballot, your position may not be changed.

Ballots not received or postmarked on or before August 27, 2018 will be recorded as a nonresponse and counted as a “do not support” vote, except among multiple owners of a single tax parcel where one or more ballots have been remitted. These will be recorded as described above.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days' notice of the public hearings at which you may provide input regarding the potential district designation.
Summary of “Round Two” Ballot Returns
City File 17-90300006/Driftwood Local Historic District

June 27, 2018  70 ballots mailed by city staff to owners of 47 parcels w/in subject district
August 13, 2018 Ballot indicating support from 26th parcel logged and application marked as “Active.”
August 27, 2018 Deadline for ballots to be returned or postmarked.

As of 11:30am, August 28, 2018:
- 42 ballots of support have been received representing 29 parcels;
- 9 ballots of non-support have been received representing 8 parcels.

- 7 ballots representing 4 parcels have been noted as having been sent to individuals that no longer own the parcels in question;
- 5 ballots have been issued to the new owners of those 4 parcels, per updated PCPAO information;
- 3 ballots representing 3 of those parcels [all indicating support] have been received by city staff.
APPENDIX C: LOCAL LANDMARK DESIGNATION APPLICATION SUBMITTED MARCH 6, 2018 AND ADDITIONAL BACKUP MATERIAL FROM APPLICANTS
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY
historic name Driftwood Subdivision
other names/site number
address District list
historic address

2. PROPERTY OWNER(S) NAME AND ADDRESS
street and number
city or town St Petersburg state Florida zip code 33705
phone number (h) 727-580-9585 (w) same e-mail lauriewildwood@gmail.com

3. NOMINATION PREPARED BY
name/title Howard Ferebee Hansen, Laurie Macdonald, Emily Elwyn
organization
street and number Howard Ferebee Hansen - 3810 20th Ave. N
city or town St Petersburg state Florida zip code 33713
phone number (h) 727-323-1351 (w) 727-270-1274 e-mail fenford1@gmail.com
date prepared March 2018 signature

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)
Bounds of the district - The Driftwood Historic District is bounded by the shoreline of Big Bayou to its south and this riparian “bulkhead line” runs east along the shore to the western r.o.w. line of Beach Drive SE, thence north along the west line of said drive to the southern line of the vacated parcel of 24th Avenue SE continuing westerly along this line to the southern r.o.w. line of 24th Avenue SE thence west to the eastern r.o.w. line of 1st Street SE, thence south along this line to the southern r.o.w. line of 25th Avenue S, thence west to the southeastern r.o.w. line of Florida Avenue S, thence southeast to the southeastern r.o.w. line of Bethel Avenue S, thence southwest to the SE r.o.w. of Ward Avenue (Driftwood Road S), thence southeast along said line continuing along to the shore of Big Bayou, the point of beginning.

Boundary Justification - This boundary encompasses all of the lots and blocks of the Driftwood Subdivision, Driftwood Subdivision First Addition, and the Driftwood Subdivision Second Addition which are the historic boundaries of this subdivision.

5. GEOGRAPHICAL DATA

acreage of property more than 1 acre

7. DESCRIPTION

Architectural Classification
(See Appendix A for list)

Minimal Traditional, Mid-Century Ranch,
Eclectic Historicism, Mediterranean
Revival, English Vernacular
Revival

Influences of Storybook, Tudor,
Monterey, Tropical Modern, Colonial
Revival

Materials

concrete block, stucco, wood,

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;

NARRATIVE DESCRIPTION OF THE DISTRICT
The Driftwood Historic District is situated on the north shore of Big Bayou an arm of Tampa Bay. The shoreline is still a natural sandy beach with swaths of mangrove. The soil is sand or sandy loam with an elevation of 2' to 5' that rises gently from the shore. The interior of the district reaches an elevation of 15'-16' at its highest point. The district is located within a semi-tropical coastal hammock comprised of mature native oak species, red cedars, pines, and sabal palms that form a nearly continuous tree canopy throughout the district. Exotic semi-tropical and tropical-temperate tree and plant species have been introduced by homeowners since the 1930s.

The subdivision's streets are narrow and the principal street, Driftwood Road, winds following the shoreline and was unpaved until 1970, but now has asphalt pavement and roll gutter concrete curbs. One section of the road is bisected by an oak tree which was left undisturbed during development. The south side of Big Bayou was drastically altered during the 1920s dredge and fill of the Lewis Island (Coquina Key) subdivision. The land adjacent to the east of the district (east of Beach Drive SE) was dredged and filled in the early 1950s to create the Tropical Shores subdivision. The orientation of the streets and lot shapes and sizes are varied and irregular, do not conform with the earlier surrounding subdivision plats nor St Petersburg's typical grid pattern. The one street that aligns with the subdivision to the west is the 2700 block of Ward Ave (currently called Driftwood Road So.) This street was the first one built at the district in the 1870s connecting a wooden pier at its foot to connecting inland roads.

A metal 1950s era Florida state historical marker is located on the east side of this street near the bayou approximately on the site of the 1875 post office building and is listed as a contributing object to the district.

The focal point of the district is an irregular oblong park approximately 265' in length X 80' which has a dense planting of oaks and an understory of ornamental tropical native and non-native plants and low groundcover. The park includes a small circular pond with a statue of a child and a sitting bench. In recent years neighbors have placed bricks bearing past and current residents' names around the north edge of the pond. The eastern end of Driftwood also has a median park enhancing the foliage filled character of the district.

Another important defining feature of the district is the large 15' high metal archway of forged soft steel inscribed with "DRIFTWOOD" which spans First Street So at 25th Ave So. The archway is topped by a weathervane with bird in flight, fish in talons. The weathervane has been changed over the years as repairs were called for. This was the original gateway to the subdivision, erected in circa 1938 and is listed as a contributing object to the district.

There is a private easement for neighborhood access to Big Bayou about 288' long X 6' wide that is owned by Driftwood Addition Lot 2 and Lot 3. Solely Driftwood Subdivision homeowner deeds include use of this easement.

Lots vary in size within the district from small ones inland that are 50' to 70' wide and 125' to 180' in depth. Waterfront lots are larger in size ranging from 85' to 90'+ wide and 175' to 200'+. House setbacks on lots are a minimum of 30' and greater on water lots, there are minimal approximately 10' side setbacks, and both inland lots and water lots generally have large rear yards. House square footage varies widely from the small inland cottages designed by Dodd in the 1930s to the grander waterfront houses. Fencing of any type was not used in the pre WWII period and was still uncommon to pre -1968 homes because hedges and dense floral screens were considered more appropriate to the picturesque landscape aesthetic of the subdivision's original design. However, modern fences have begun to mar the streetscapes, although fences and gates are generally of an open design that afford connectivity and flow of plantings and view.
The vast majority of the houses are of masonry construction, concrete block with concrete stucco veneer, on running wall raised foundations supported by concrete spread footings, or the newer houses with concrete slab slightly above grade foundations. The majority of the historic houses' roof type is wood truss gable, cross gable, or gable on hip. The majority of the district's houses have fireplaces that often serve as an important design feature. The 1930s to early 1950s houses generally have steel casement or wood sash windows, houses from the mid 1950s to 1968 normally have aluminum awning windows. The majority of the outbuildings in the district are detached garages although post-WWII houses have attached garages.

Post 1968 alterations within the district are minimal and have not adversely impacted the historic appearance of the landscape nor its houses. The most common alterations found on the houses are roof and window replacements with materials differing from the original fabric. Some of the houses have been enlarged with newer additions generally to the rear of the buildings.

8. NUMBER OF RESOURCES WITHIN PROPERTY

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<th>Contributing resources previously listed on the National Register or Local Register</th>
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Driftwood Historic District
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.
X☐ Its location is the site of a significant local, state, or national event.

☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.

☐ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.

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

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

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

☐ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Under Criteria 1 - "Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation." The Driftwood Historic District is locally significant for its potential to contain archaeological features related to the 1800s pioneer homesteads of Miranda and Bethell, the 1862 Civil War military engagement at this site, and the remnants of the late 1800s village of Pinellas.

Under Criteria 2 - "Its location is the site of a significant local, state, or national event." The Driftwood Historic District is the site of the February 1862 Civil War engagement between the U.S. Navy and the settlement of alleged blockade-runners. This was the only military action during this war which occurred in Pinellas County.

Under Criteria 3 - "It is identified with a person or persons who significantly contributed to the development of the City, state, or nation." The Driftwood Historic District is locally significant as the site of the homesteads of the first permanent European settlers in lower Pinellas County, Abel Miranda and John Bethell.

Under Criteria 4 - "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." The Driftwood Historic District is locally significant because it is associated with Mark Dixon Dodd, a nationally known artist who was the designer of the 1930s to 1940s subdivision and 19 of the houses within the district and with Archie Parish an important local architect who partnered with Dodd.

Under Criteria 6 - "It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials." The Driftwood Historic District is locally significant because it contains a collection of single family residences that represent the local taste in suburban housing of the period from 1937 to 1957.

[Under Criteria 5 - N/A Applies to individual structure applications]
Under Criteria 7 - “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.” The Driftwood Historic District is locally significant because it was a planned subdivision within a coastal sub-tropical hammock which was preserved by its designer, this original concept visually unites all of its houses which date to a thirty year period and are all of relatively similar materials.

Under Criteria 8 - “Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.” The Driftwood Historic District is locally significant as a small neighborhood that has cohesive and instantly recognizable character thanks to its plan and dense tree canopy with an understory of lush jungle-like garden landscape.

Under Criteria 9 - “It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.” The Driftwood Historic District is locally significant for its potential to contain archaeological features related to the 1800s pioneer homesteads of Miranda and Bethell, the 1862 Civil War military engagement at this site, and the remnants of the late 1000s village of Pinellas. It also has the potential to contain prehistoric features and artifacts from the native settlement nearby whose large shell mounds (located approximately 500’ to the west) were destroyed in the early 20th century. The district also lies within the level 1 high probability zone as demarcated by the predictive models used in the 1987 Archaeological Survey of St Petersburg.
Areas of Significance
(see Attachment B for detailed list of categories)

Period of Significance
Pre Anglo-European settlement, 1857 to 1967

Significant Dates (date constructed & altered)
1857, 1862, 1937, 1940,

Significant Person(s)
John A. Bethel - see narrative
Abel Miranda - see narrative
Mark Dixon Dodd - see narrative
Archie Parish AIA - see narrative
Arthur Modine - see narrative
Francis Marion Boone - see narrative

George Shepard "Gidge" Gandy (October 20, 1851 – November 25, 1946) was an American business executive and developer, best known for constructing the original Gandy Bridge, the first bridge to span the Tampa Bay and connecting St Petersburg and Tampa. He is also known for developing numerous buildings and transportation lines in St Petersburg and Philadelphia. Opened on November 20, 1924 it was at one time the longest auto toll bridge in the world. He married Henry Disston’s daughter, Mary, who died at the age of 26. “The Mullet Farm” at 2700 Driftwood Rd S where the Gandy’s lived was built in 1910 by shipbuilder Barney Williams, son of John Constantine Williams, co-founder of St. Petersburg.
George S. Gandy, Jr. Gandy Sr.'s legacy was continued by his son, George S. Gandy, Jr., who founded the famous St. Petersburg-Habana Sailboat Race, which was discontinued in 1959 upon the rise of Cuban dictator Fidel Castro. The race was revived in 2017.


Charles Edward Schuh (d.2009), Mayor of St Petersburg 1975-1977. Lived at 230 Driftwood Rd SE.

Peter Meinke, Florida Poet Laureate, St Petersburg Poet Laureate: Named Florida's Poet Laureate by Governor Rick Scott in June 2015, Peter Meinke's work has appeared in the Atlantic, The New Yorker, The Nation and dozens of other journals. He has received many major awards, including a Fulbright, two NEA Fellowships, and three prizes from the Poetry Society of America. Peter and his wife, artist Jeanne Meinke, collaborate on the bi-weekly column “The Poet's Notebook” for the newspaper Creative Loafing. Peter and Jeanne live at 147 Wildwood Lane SE.

Jeanne Meinke, whose artwork depicting scenes and homes in Driftwood is included as a part of this application, has had her pen and ink drawings included in The New Yorker (over a hundred times), Gourmet, Bon Appetit, Yankee, Early American Life and other magazines. Jeanne and her husband
Peter Meinke have collaborated on many projects including children’s books, poetry chapbooks, and the prize-winning *Campocorto*. A collection of her drawings *Lines from Wildwood Lane* (Driftwood) was published by the University of Tampa Press (2010.)

**Charles Morgan**, Yacht Designer. Used some of Dodd’s interior designs as inspiration in his work. Lived at 103 Wildwood Lane SE. Currently resides in St Petersburg.

**Robert James**, builder-contractor. In the 1970s he renovated property at 2440 Driftwood Rd SE, the childhood home of his son Tom James who went on to build the publicly traded company known as Raymond James Financial. Unoccupied home demolished c. 2003.

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**NARRATIVE STATEMENT OF SIGNIFICANCE**

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work.
SUMMARY STATEMENT OF SIGNIFICANCE

See Attachment A, “DRIFTWOOD,” by Randell Dixon Dodd, Son of The Driftwood Designer, Revised March 1999. The Driftwood Historic District on Big Bayou is significant to St. Petersburg’s history as one of the earliest areas to be settled and the site of a military engagement during the Civil War - the only such event related to the war that occurred in Pinellas County. A pioneer 1857 homestead on adjacent Ward Avenue (currently called Driftwood Road S) was destroyed in that event and rebuilt after 1867 by John Bethell is a significant historic archaeological site.

There is the potential of prehistoric archaeological features within the district. The remains of fortification, along with arrowheads and other artifacts, were discovered by pioneer settlers and by the builders of the current community.

The district is also significant for the architecture and urban planning of the 1937 Driftwood Subdivision as a picturesque romantic style suburban neighborhood of single family homes set in a lush semi-tropical coastal hammock. Custom built homes representative of popular local styles continued to be built in this subdivision after WWII through the 1960s creating an ensemble of high quality 20th century suburban residential architecture.

The landscape setting of Driftwood is the most character defining element of the district and the one that is most striking to a first time visitor. “Driftwood was carved out of the woods on the north shore of Big Bayou and became one of the most charming residential areas of St. Petersburg.” (Dodd Residence Designation Report, 2008)

HISTORIC CONTEXT

The Pinellas peninsula was uninhabited after the 1704 to 1706 military raids of Governor James Moore (d. 1706) of South Carolina who slew or captured the sparse native population he called "Spanish Indians" and sold them into slavery. In 1824 the U.S. Army established Fort Brooke as a military base to monitor the Seminole population who were encroaching from northern Florida and it served as the “seat of war” during the Second Seminole War of 1835-1842 which was the largest campaign by the federal government against a native population during the 19th century. The fort also served as the base of operations for the Third Seminole War of 1855-8. For this reason Seminoles did not occupy Hillsborough County and its Pinellas peninsula.

A civilian population grew up around the fort which became the village of Tampa. The Pinellas peninsula was initially surveyed in 1845 and 1848, the first tracts of land in present-day St. Petersburg were purchased from the State of Florida in 1860 (State of Florida, Plat Map 1845, 1848 and Tract Book Entries 59, 60). The Pinellas peninsula had a handful of permanent settlers by the mid 1840s these pioneers, Maximo Hernandez, John Leveque, Joe Silva, and William Bunce were fishermen who sold smoke dried mullet to markets in Cuba. The mega hurricane of 1848 destroyed their “fish ranchos” and most left the area.

During the 1850s two very different groups of pioneers came to the peninsula, Anglo-American farmers and cattlemen from the South known as Crackers and the Conchs who were Bahamian or
Cuban immigrants from Key West. Few of these people purchased their homestead lands from the state and were squatters, however the 1860 U.S. Census for the 1st Precinct of Hillsborough County (all of present-day Pinellas County) lists 54 households with five of them living in today’s St. Petersburg city limits; inland were the Hay family of farmers from Georgia (near Gulfport), the Griner family of farmers from Georgia, the Girards (inland), the Miranda and Bethell families of Conchs were clustered along Big Bayou and Little Bayou. (1860 Federal Census, Hillsborough Co. FL. pp. 694-5).

In 1856 stockmen from Tampa who were grazing herds of free range cattle in lower Pinellas cleared a “cart road” that ran from Taylor’s homestead near Largo south along the Disston ridge (49th St.) to the Hays farm, he being the stockmen’s overseer. The northern end of this road connected with the Old Tampa Road which runs from Clearwater via Bayview and Oldsmar to Tampa. Hay and Miranda in 1857 extended this road east along today’s 22nd Ave. S. to Big Bayou (Bethell 1912/1962:88).

Abel Miranda established a farm and grove on the site of the Driftwood Subdivision in 1857, but it was destroyed by the U.S. Navy in 1862. The Conchs and Cracker pioneers were pro-Confederate so at the outbreak of war Miranda and Mulrenan organized local militias for coastal defense in early 1861 which had a camp on Maximo Point to guard the mouth of the bay, but in by early 1862 most of their soldiers joined state regiments. The U.S. Navy held control of Key West and Fort Brooke during the war and it was focused on maintaining a naval blockade of the Gulf coast. In July 1861 the navy stationed seamen on Egmont Key an ancillary part of Fort Brooke and used it as a base for reconnaissance of the Central Florida coast. During the war Egmont’s population was about 200 people comprised of seamen, refugee pro-Union homesteaders (Griner, Hay, Girard, etc.), and runaway slaves. After the raid on Miranda’s farm in 1862 all settlers in lower Pinellas fled to Tampa for the duration of the war except for William Coons who bought the Hay farm in 1860 (Thompson, Don & Carol, _Egmont Key, A History (2013) passim).

The Abel Miranda and John Bethell families returned to Pinellas after the war along with new homesteaders and they established a small community named Pinellas Village, or Bethell’s Landing. The first post office on the lower Pinellas peninsula was established here adjacent to the north of present-day Driftwood in 1876 and remained in operation for thirty years till 1906. The earliest plat including the Driftwood area was Sterling’s Addition to Pinellas, filed in 1885, and amended in 1886 (Dodd 1999; Hillsborough County Plat Book, pp. 2-3). However, this small settlement was later consumed by the growing community of St. Petersburg by 1900. This town’s development began with the arrival of Detroit native John C. Williams in 1875 who purchased a large tract of land located in present-day downtown St. Petersburg and persuaded the Orange Belt Railroad to locate its terminus there in 1888. These two events were the major impetus for the formation and rapid growth of St. Petersburg.

The Driftwood Subdivision project which began in 1937 on Bethell’s old homestead is an example of the renewal of residential construction in St. Petersburg as a result of the improving national economy eight years after the start of the Great Depression. This recovery was slow and modest, but the continuing popularity of the city as a tourist destination did create a market for winter residences and retirement homes. The majority of the houses built during the era from 1935 to 1941 were within existing subdivisions located in proximity to downtown, the large inventory of vacant lots in these neighborhoods were ample to satisfy new housing demand. For
this reason Driftwood is a very unusual example of the creation of a new subdivision in the city during the 1930s.

NARRATIVE STATEMENT OF SIGNIFICANCE

The waterfront site chosen by Abel Miranda and his family for settlement in 1857 contains vestiges of earlier human occupation. John Bethell describes "three large shell mounds several hundred yards west" of Miranda's home and that one was tall enough to serve as a lookout post during the Civil War (Bethell 1912/1962: 16). Bethell also describes "an old fortification made entirely of oyster and conch shells, evidently built by the discoverers of Tampa Bay" (likely in vicinity of the south side of the east end of Driftwood Road). It was located at the mouth of Big Bayou onto Tampa Bay, square in plan covering about an acre of ground, and consisted of mounded shell "walls" three feet high on three sides except for the side adjacent the shoreline.

When Bethell first saw it in 1859 the site was covered with mature pines, sabal palms, and massive oaks (Bethell 1912/1962: 61). A 1916 archaeological report states that the mound located on Bay Side Blvd (6th St. S.) at Big Bayou was originally about 30' high, 105' in length, and 80' wide; all has now been carried away except for a 20' section at SW corner, here was found two skeletons with shell, bone, and pottery grave goods (Wainwright, Cap't. R. D. 'Two Month's Research in the Sand and Shell Mounds of Florida' "The Archaeological Journal" vol. 7 #6 (Nov. 1916) pp. 141-4).

The father of the clan who moved to Big Bayou was William C. Bethell born ca. 1803 at Nassau, Bahamas and died at St. Petersburg in 1893. He married about 1830 to Mary Ann Mott who was born July 1808 at Nassau and died 1881 at Pinellas (burial site of William & Mary unknown, either Big Bayou or St. Bartholomew Cemetery [est. 1887]). They immigrated to Key West between 1832 when their daughter Eliza Ann was born in the Bahamas and son John was born at Key West in 1834 (1860, 1870, 1880 U.S. Census). William came to Key West with his brother Joseph Bethell (1810-1859) who married on 31 Dec. 1831 to Nicolasa Juana Fecunda. The elder Joseph died at sea in June 1859 when the ship he was piloting capsized off the coast of Louisiana. Joseph and William were descendants of John Bethell one of the English Puritan colonists who settled at Eleuthera in 1648, a century later a branch of this family moved to Nassau on New Providence Island (Bethell, Talbot. "The Early Settlers of the Bahamas... (1930) p. 88). On 25 May 1839 Congressman Mr. Wise of Florida presented a petition of William C. Bethell of Key Vacas in Florida; praying permission to form a settlement on the Florida Reef at Indian Key ( _U.S. Congressional Serial Set, issue 362 (1839) p. 1004). On 28 April 1840 Mr. Tappan presented the memorial of William C. Bethell to be allowed to establish a permanent settlement of the island of Mattacumba in the Territory of Florida; which was presented to the Committee on Public Lands (_Journal of the Senate of the U.S.A... 1840 (1841) p. 345). The 1840 U.S. Census for Dade Co. Fl. (p. 173) conducted in July lists the homestead of William C. Bethell on Indian Key with 1 male <5, 1 male <10, 1 male 30-40, 1 female <5, and 1 female 20-30. In the early morning of 7 August 1840 a large party of Seminoles sneaked onto the key and attacked the settlers and set their houses on fire. Most of the 70 some residents escaped, but 13 were killed. On 31 Dec. 1840 "Mr. Downing presented a paper relating to the claim of William C. Bethell for renumeration for the loss of a schooner by depredations of the Indians", also the claim of G. L. Mott for property taken by the Indians, Mott was a close kinsman of Mrs. Bethell (_Journal of the House of Representatives of the U. S. vol. 26, issue 2 (1841) p. 124). The island was abandoned but the U.S. Navy base at nearby Table Key occupied it till 1842. In 1842 the county seat for Dade County was moved from Indian Key to the Miami River settlement. However two families
returned to the key and several U.S. Army soldiers were stationed there to protect them in 1856 during the Third Seminole War. One of these inhabitants was William Bethel, a wrecker, who continued to live on the island until the 1880 census (Buker, George. _Swamp Sailors: Riverine Warfare in the Everglades 1835-1842_ (1975) pp. 106-7). This William Bethell of Indian Key was a close kinsman of William C. Bethell. In 1847 "Eliza Ann Bethell, spinster, father William C. Bethell, married 14 July 1847 to Joseph Pappy. A second marriage license issued to Joseph Pappy at Key West in 1850 indicates that Eliza Ann and Joseph divorced before this date (Monroe Co. FL Marriage Licenses). Jose Francisco Papi y Peso de Burgos was born at St. Augustine March 1823, moved to Key West in the 1840s, and died there 11 Mar. 1905.

John Bethell served from 1856 to 1857 as a mate on the small U.S. Navy steamer ‘Texas Ranger‘ which ran between Ft. Brooke in Tampa and Ft. Myers transporting troops and supplies during the Third Seminole War. The steamer also transported the captured Seminoles to Egmont Key where they were imprisoned until deportation to Oklahoma. Abel Miranda was an army ranger who captured Seminoles in the Everglades during the war. Bethell and Miranda met and became friends at Ft. Myers and after the war Miranda visited Bethell at Key West and fell in love with his sister, Eliza (Grismer, Karl, _The Story of St. Petersburg_. (1948) p. 24). The preceeding tale was told to Grismer by two of Bethell’s daughters in the 1930s, however Bethell devotes three pages of his book to his experience on the ‘Texas Ranger’ and never mentions Miranda. The marriage license for Abel Merander (sic) and Eliza Bethell is dated 5 June 1849 at Tampa (Hillsborough Co. FL, Marriage Licenses Book 1). So, how and where Miranda really came to know Eliza and the Bethell family is unknown. William C Bethell does not appear in the 1850 federal census. He last appears in the 1880 census as; William C. Bethell aged 74 and his wife Mary Ann aged 64 (sic) were living in the household of Abel Miranda in Pinellas.


In February 1862 the Union Navy attacked the Miranda homestead. The commandant of the blockading fleet at Egmont Key manned a captured Key West fishing smack with men from the fleet and the smack’s crew and went to Big Bayou to capture Abel Miranda and destroy his home. The smack was furnished with a cannon and plenty of ammunition including shot and shell. They anchored off the bayou before sunrise and about 7 a.m. opened fire, but they were shooting too high so they quit till about 8 a.m. when they opened fire with shells. When the shelling began Miranda, Bethell, their families, and hired help all fled. John Bethell and Abel Miranda climbed one of the high Indian mounds west of the homestead and observed the action for several hours. The Union force looted the home, captured all of the livestock and chickens they could and shot at the ones that tried to escape. The homesteaders’ boats were stolen or wrecked and the home
and outbuildings burned. That night the Bethell family fled to Tampa where they remained for the duration of the war. Mrs. Miranda and her children took refuge with the Coons family, and Abel Miranda vanished (Bethell 1912/1962: pp. 15-21).

John Bethell returned to Tampa after his service as a Confederate soldier in 1865. In 1866 he married Sarah Clifton Hager (b. 16 May 1847 Tampa), daughter of Charles Hager born in Germany and his wife Florence Leonardi born in St. Augustine. Sarah died 15 Nov. 1921 and is buried at Greenwood Cemetery (FL Death Certificate). The newlyweds returned to Big Bayou in 1867 and settled on the site of Abel Miranda’s burned homestead. He acquired a homestead patent for 44 acres of this land and bought 68a. adjacent on the bayou from William Wall of Tampa, he also bought the Coons property which he sold to Charley Reed. Alex Leonardy lived with John Bethell until 1868 when his father, Vincent bought land on Lakeview Avenue and developed it into fruit groves, farm fields, and cattle pastures (Bethell 1912/1962: 23-5). Vicente Andres Leonardi (b. 21 Jan. 1823) was the son of Bartolome Leonardi (1782 -1844) of St. Augustine and the brother of Floricena Josefa Leonardi (1820 -1911 Tampa) the mother of Mrs. Bethell. A list dated 23 Mar. 1865 of blockade runners, in prison at Ft. Warren, turned over for exchange, names Vincent Leonardi captured by the U.S. Navy on 17 Oct. 1863 with C. J. Mobley crew members of the steamer “Scottish Chief” owned by James McKay of Tampa after a “vessel affiir wth the “U.S.S. Adele” off Tampa Bay which killed two navy seamen and wounded four _War of the Rebellion… (vol. 47 (1903) p. 577). The 1870 federal census shows two households living at Big Bayou: #550- William C. Bethell/ aged 66/ sailor/ and wife Mary A. /aged 60/ keeping house, William Roberts/ aged 13/ sailor/ born FL/, Walter Roberts/ aged 9/ sailor/ born FL/. On 1 Apr. 1857 Caroline Bethell daughter of William C. Bethell married William B. Roberts (23 Apr. 1833 -27 Jun. 1901 Key West) at Key West (Monroe Co. FL. Marriage License Book). #551 John A. Bethell/ aged 36/ sailor/ born FL/ value real estate $0/ personal worth $200/, wife Sarah C. Bethell/ aged 23/ keeping house/ born FL/, son Charles Bethell/ aged 1/ at home/ born FL/, Ella Sheffield/ aged 16/ no occupation/ born FL.

During the late 1860s and early 1870s the lower part of the Pinellas peninsula saw an influx of new settlers including John Bethell’s younger brother, Joseph Bethell in 1870. He was a sailor and Confecrate veteran who never married; he built a cottage adjacent to John (Bethell 1912/1962 : 25-32, 1870 Census, Hills. Co. Pct. 1). At this time the Bethells began a ship building business at Big Bayou, the first sailing craft built on the West Coast after the war was a sloop of 9 tons built for a lumber company to haul cedar logs from Cedar Key to their pencil factory. They also built a 5 ton sloop for freight that carried the mail from Cedar Key to Tampa in the mid 1870s. The first steamboat built on the West Coast of Florida, the “Iola” 59’ long, 13’ beam was built for Thomas Sterling and Charles Rouff and launched at Big Bayou in 1885. It was built for trade between Big Bayou and Tampa (Bethell 1912/1962: 58-9).

The settlers became numerous enough to obtain a U. S. Post Office on 8 June 1876 and it was named Pinellas. The first postmaster was William Benton who resigned 6 months later in favor of John Bethell. Members of the Bethell family were postmasters till its closing on 29 Sep. 1906 (Bethell 1912/1962: 89). At the same time as the settlement was growing the Bethell family did too. The 1880 federal census lists; John A. Bethell/ aged 46/ ship carpenter/, wife Sarah Bethell/ aged 33/ keeping house/, son Charles M. Bethell/ aged 11/, daughter Cora G. Bethell/ aged 9/, daughter Mary E. Bethell/ aged 7/, son Clifford O. Bethell/ aged 4/, and daughter Cleopatra F. (Florence) Bethell/ aged 1. Other children soon followed; Alma in 1881 (died young), John A. Bethell Jr. and William C. Bethell. This growing village provided a consumer market and
William Neeld opened a grocery in the late 1870s; Vincent Leonardy, E. R. Ward, and E. P. Grubb opened stores by the mid 1880s (Bethell 1912/1962: 89.) The settlers got their first church when St. Batholomew’s Episcopal was built on Lakeview Ave. and 18th St. S. in 1887.

In 1883 Thomas Sterling from Connecticut arrived at Pinellas village and purchased for $1000 a tract of 60 acres from Bethell lying around his 112a. homestead from Oakdale St. S. to 22nd Ave.S and to Beach Drive SE, this was filed as “Sterling’s Addition to Pinellas” sub, this sub was replatted in 1926 by its owner the Central National Bank and Trust Co. as “Power’s Bayview Estates” sub (Pinellas Co. Plat Book 18, p.5). On this tract Sterling built his own home, six more houses, and the Hotel San Jose a small hotel with 12 rooms on the bayfront. The hotel served mainly for Sunday excursions of Tampa residents. However, he became ill and sold his property for $10,000 in 1891 to an order of Jesuits headquartered at Tampa but originally from Spain who planned to establish a school and seminary (Bethell 1912/1962: 44-6, 86). On September 11, 1892, also the feast of the Most Holy Name of the Virgin Mary, the first known and recorded Mass on the lower Pinellas peninsula was celebrated at the Hotel San Jose in the area of Saint Petersburg now known as Driftwood. The area was served by the Jesuits of Sacred Heart, Tampa. 1892-1920 (St. Mary Our Lady of Grace R.C.C. St. Petersburg, website, retrieved Dec. 2017).

An 1885 gazetteer states; “Pinellas is located on the “Great Bayou” 22 miles from Tampa which is reached by steam or sailing vessel in from 2 to 8 hours. It was settled about the year 1860 by Messrs. Miranda, Coons, Hayes, Bethell, etc. At the present writing it has a population of about 325. Principal occupations are gardening and fruit culture.” (Webb, Wanton, Webb’s Historical, Industrial, and Biographical Florida, vol. 1 (N.Y. 1885) p.58). The completion of the Orange Belt Railroad in 1888 with its terminus at First Ave. S. on the waterfront in downtown St. Petersburg was the beginning of the end for Pinellas village. Within a decade the town of St. Petersburg became the commercial and population center for the lower Pinellas peninsula.

The village had residents near the shore of Big Bayou, but the majority were scattered on farmsteads stretching along Lakeview and Tangerine Avenues to its west. In 1910 Bethell sold a parcel of waterfront land adjacent to the west of his homestead to Barney C. Williams (1864 -1930), son of John C. Williams (1817-1892) co-founder of St. Petersburg. Barney came to Pinellas with his father in 1875 and married here in 1886. He was a boat builder and mechanic. In 1907 he divorced his wife and married Elizabeth Finnegan. In 1910 he built a large two story frame house fronting on Big Bayou which he sold in 1921 to George Gandy.

John Bethell died at the age of 80 on 12 Apr. 1915. In the 1916 city directory his widow Sarah is listed with a home “near Oakdale” with children; Charles, Clifford, Cora, John A., and William C. living with her.. Sarah died in 1921 and was buried beside her husband in Greenwood Cemetery. In the 1922 city directory Cora Bethell is living “on S. side of Bethel Ave. 2 houses E. of Oakdale” (the site of the old Bethell homestead house demolished ca. 1937.) Boarding with her are her brothers Clifford, John, and William C. Bethell. In 1927 Cora was living at 2104 Bethell Ave. with her sister Florence and her husband, Herbert A. Loader (Polk, R. L. _St. Petersburg City Directory (1916, 1927).

During the Prohibition era (1920 - 1933) Big Bayou and Driftwood were used by bootleggers to smuggle alcohol into the city and a speakeasy was located on the Bethell property at approximately the site of the present-day house at 2675 Driftwood Road. Kim Marie [Gandy] O’Brien whose grandfather and mother lived nearby at their residence “the Mullet Farm” relates
"... the speakeasy - I was told it was run by the Bethel daughters and was named the Hawaiian Village or Hawaiian Gardens, in reality nothing more than a series of chickee huts. Bootleggers provided the bounty from the end of what was then Ward Ave. The Gandy home was the closest house to the landing site and my grandfather did not object to them using nearby access until one night which my mother clearly remembered. The family heard agonized screams coming from the landing site. Gidge (Mr. Gandy) called the police who came down Ward from 4th Street with their sirens blaring. That alerted the men who took their victim across to Lewis Island (Cougina Key) where the next day the police found a man who had been bull whipped to death and dumped in the oyster beds." O’Brien also relates that many of the Bethell sons were mentally challenged and never married, they were cared for by their sisters. This fact helps to explain why the Bethell family sold their homestead. (personal communication: Kim O’Brien to Howard Hansen, Jan. 2018).

THE DRIFTWOOD SUBDIVISION

In 1936 Arthur Modine purchased the Bethell homestead land and formed a real estate development corporation to turn the property into a single family residential neighborhood. Based on the success of several houses that a local artist, Mark Dixon Dodd, designed in St. Petersburg during the 1930s, the Bayview Construction Company commissioned him to design their new residential subdivision named Driftwood. The company’s owner Arthur B. Modine (1885 - 1981) was a wealthy inventor and mechanical engineer from Wisconsin who supplied the capital and Francis Marion Boone, was a retired haberdasher from Kentucky who apparently served as the local project manager since Modine was a winter resident (Hinder 2008). Little can be found about Boone. He first appears in the 1936 city directory with wife Martha; he is listed as a farmer, and was renting an apartment at 725 9th Ave. NE (Polk, St. Petersburg City Directory 1935-6). The 1940 federal census lists Francis M. Boone, aged 59 (b. ca. 1881) born in Mississippi as was his wife Martha. Modine invented the water-cooled fin radiator for gas powered engines. He partnered with Henry Ford from 1925 through the 1940s and supplied all the radiators for the Model T. His Modine Manufacturing Co. founded in 1917 is located at Racine, Wisconsin; it grew into a large international firm still in existence (Modine Manufacturing Co. website, “history section” retrieved Dec. 2017).

Dodd’s first task was to design an attractive neighborhood that would retain and capitalize on its natural features. Between 1936 and 1941, Dodd laid out a plan of winding roads and deep lots that followed the contour of the shoreline, cleared out a minimum of the entangling underbrush and designed and supervised the construction of 19 charming and unique homes. The Driftwood Subdivision plat was filed in May 1937, a First Addition to Driftwood (east of Bay St. SE.) was filed in 1938, and a Second Addition to Driftwood Subdivision was filed in September 1940 (west of 1st St. S.).

Dodd had no architectural degree or license so he turned to local architect, Archie Gale Parish for plan approval. The supervision and construction of homes in Driftwood were a collaborative effort between Dodd and Parish (Hinder 2008.) Parish was born in Minneapolis, Minnesota on January 5, 1898. He had been working with engineering firms in Minneapolis before moving to St. Petersburg in 1924. Because St. Petersburg was in the midst of a building boom, Parish found a demand for architects. Parish designed and supervised construction of many private, commercial, and public buildings on the West Coast of Florida, from Ft. Myers to Homosassa. In St. Petersburg, Parish designed the St. Petersburg YMCA, Christ United Methodist Church, First
Presbyterian Church, the 1940s era additions to the St. Petersburg Shuffleboard Club, and the 1950s additions to Stetson Law School, among others. Recognition of his architectural ability resulted in his being chosen president of the Florida Central Chapter, American Institute of Architects, and president of the Florida State Board of Architecture. Parish served on the “Materials Board” and on the “New Building Code Committee” in St. Petersburg in 1947. He also aided the World War II effort by his assistance in planning and supervising army camps and field installations around the state. In 1940 Parish designed a residence for himself in Driftwood at 145 Wildwood Lane Southeast (Dodd 1999 3), where his son, Richard, continued to live until recent years. The home remains with the family today.

Dodd and his wife Vivien Moran, grandniece of artists Thomas and Edward Moran, initially lived at 103 Wildwood Lane SE (formerly 101 Wildwood Lane which itself was formerly called Cardinal Lane.), one of the first residences to be completed. A permit was obtained from the City on 9 March 1938 for a one story residence and one car garage to be constructed at a projected cost of $4,000 (City of St. Petersburg, property card.) It was situated across the street from the Field Office, a construction and sales office for the development located at the west end of the park. The Field Office was a small one story Tudor Revival style cottage adorned with paintings of scenes of the neighborhood and its history. The paintings were donated to the city history museum when the Field Office was demolished during the 1950s.

The home at 103 Wildwood Lane, the “Mark Dixon Dodd Home,” was designated a City landmark in 2008 and an extensive description of the exterior and interior of the house is included in the Dodd Residence Designation Report February 7, 2008. The Dodds also lived at the home next door at 2505 Driftwood Road SE once completed. The Dodd family remained in the 2505 Driftwood house until 1941 (Dodd, Randell, “Driftwood“ (1999) p. 3). This two story building is a combination of stucco and frame and features magnolia flooring and walls and ceiling beams made of knotty pine (Hinder, Kim, “The Mark Dixon Dodd Residence” local historic landmark application. City of St. Petersburg (2008).

The City directory shows that in 1939 there were nine houses in Driftwood; Modine -2420, vacant- 2499, Dodd- 2505, Boone- 2515, vacant- 2519, Jesse Hubbard- 2521, Robt. W. Lyons- 2600, Harry Hutchinson- 2605, and Susan B. Mills- 2608 Driftwood Road (1940 R. L. Polk. _City Directory St. Petersburg FL, passim). The developers of the subdivision. Boone and Modine, also commissioned homes for themselves in Driftwood. The Modine residence completed in 1939 was the first waterfront house in the subdivision. It is a two story masonry house of about 4,400 sq. ft. designed in a simplified Mediterranean Revival style that is more typical of the aesthetic of Parish than that of Dodd. Modine had an 87’ yacht so he had a channel dredged in the bayou to his home; however, it was not deep enough to accomodate the “Paladin” so it was moored at the City marina.

The bombing of Pearl Harbor by the Japanese on 7 Dec. 1941 brought building activity in the country to an abrupt halt; federal war restrictions prevented any private construction till 1945. After the war builders faced another crisis building materials were in short supply, of poor quality, and expensive these issues hampered the construction industry till 1947-8.

NARRATIVE STATEMENT OF SIGNIFICANCE, ARCHITECTURE AND LANDSCAPE ARCHITECTURE
SIGNIFICANCE, ARCHITECTURE

The Driftwood Subdivision is a rare case where its designers had the opportunity to create all aspects of the neighborhood, the street layout, the houses, and the landscape. This resulted in a unified vision that gives the district its unique character. Although its houses were built over a thirty year period and the subdivision is now over eighty years old, the original design concepts were maintained through the years. This idea of detached single family houses set in a wooded idyllic setting of winding lanes has its origin in 1800s Britain as a Romantic era reaction to the squalor of the harsh urban environment caused by the industrial revolution. Ironically the most important examples of these first “model villages” or “garden towns” were built by wealthy industrialists adjacent to their factories to supply housing for employees. In West Yorkshire textile magnates Titus Salt built Saltaire in 1851, Edward Akroyd built Akroydon in 1859 a Gothic Revival style model housing scheme designed by noted architect Sir Gilbert Scott. This new type of community planning spread to the U.S. both as industrial workers’s villages or “mill towns”, e.g. Pullman built by George Pullman from 1880 onwards, or as luxury suburban enclaves on the edge of a metropolis. The exclusive gated subdivision of Tuxedo Park just north of New York City founded in 1885 by Pierre Lorillard IV with its winding streets and picturesque Shingle style cottages was the most influential of these early subdivisions. Architects influenced by the City Beautiful movement adopted these models during the 1890s at a time when the discipline of landscape architecture was emerging in the U.K. and the U.S. The streetcar made suburbs accessible to the urban core and many streetcar companies by 1900 became real estate developers constructing new subdivisions for the affluent class near the end of their lines.

St. Petersburg saw several upscale suburban subdivisions built in this style. The first being the Jungle in 1913 centered around a large golf course and country club; during the 1920s land boom similar golf course subdivisions Snell Isle and Pasadena were built. However these developments were based on a speculative land sales scheme whose economic model was to entice winter tourists to purchase vacant lots on margin and trade them as they increased in value, it was the equivalent of stock market futures trading. This resulted in the construction of few houses and the retail investors soon abandoning their highly leveraged lots to local tax foreclosure.

The hard lessons taught by the 1926 collapse of the Florida land boom certainly influenced the mind-set and actions of both the developers and the buyers of Driftwood. By 1935 a fragile recovery of the national economy began, but even the wealthy were by now cautious spenders. The developers, Modine and Boone embarked on a modest scale project and it was evidently self-financed as were the home purchases because the few surviving banks were allergic to real estate loans. In Driftwood lots were sold only to buyers who contracted to build a home on it and the size and style of these residences reflected the austerity of the era. While new construction costs, labor and materials, were at a record low during the 1930s, few people had survived with much cash to spend on a new custom-built vacation home in Florida. These economic realities are apparent in Driftwood’s architecture with the result of homes of a modest scale that exhibit labor intensive construction methods and details; it was a matter of quality versus quantity.

In 1940, Dodd wrote that “It costs no more to build an attractive home than an ugly one... Often a little gem of a place can be a masterpiece.” He also stated, “What a garden spot our city would be with close cooperation among architects, designers, builders and landscape men”.


The 19 homes designed by Dodd vary greatly in size, style, and in the selection of assorted natural materials used. Quality craftsmanship was used to build each individual home with great care given to detail. According to Dodd’s son, Randall Dixon Dodd some of the more visible details of the house include; patios and courtyards, archways, balconies of various styles and sizes, and small pools and fountains. Interiors feature both pitched and flat ceilings with exposed natural wood beams. Two of the houses have sleeping lofts overlooking the living room. Fireplaces were a must in the Dodd homes, as much for visual effect as to dispel the chill of a cool winter’s eve, and Dodd often painted an appropriate mural above the mantel. Several homes have mini-balconies in the wall plane above the fireplace, affording a peek into the living room from the stairwell or a bedroom. Floors are often fabricated of unusual materials, such as pegged random-width oak planks, magnolia planking with its highly contrasting grain coloring, and even a flowing form glazed cement tile designed by Dodd. Although each residence shared similar features predominantly reflecting the Minimal Traditional and Mediterranean Revival styles, each one was unique. The buildings featured different construction materials and floor plans to reflect the lot size, existing vegetation, and orientation. Dodd designed each feature of the residence. When he could not find tiles made of colored cement, he invented a cement and sand tile process to produce the tiles he wanted for the Driftwood homes. Manufactured by Old Tavern Tile, Dodd used the tile on at least one floor of every house with his only complaint that he wished he had used it more.

In 1940, Mark Dixon Dodd wrote that “A beautifully designed home contains all the elements of a fine painting composition, balance, color and individuality” (Hinder 2008).

The largest of the Dodd houses as originally built is at 2420 Driftwood Road, it was designed by Dodd and Parish for Modine, the permit was issued 24 Mar. 1939 and completed by November. The card says; 2 story, 6 room, C.B., cost $10,000, contractor-owner, Dodd. Modine lived in the house through 1943, in 1944 it was owned by Robert C. Huffman, who sold it to Col. Frederick W. Fenn in 1948. He made a 15’ x 13.5’ two story addition to the house in 1952 costing $4500. (Polk 1939-49, city property card 2420 Driftwood Rd SE).

The post World War II houses built in Driftwood are all masonry (concrete block with stucco finish) custom-built homes that reflect the taste and popular building materials of the decade in which they were constructed. They form a chronological catalogue of the evolution of the typical suburban Florida single family home from 1945 till 1968. These newer houses are of the same basic massing and materials as the pre-war Dodd era homes and do not alter the original design scheme of the subdivision. The architectural significance of these houses may not be readily apparent or appreciated to many people born during the decades when they were built; they will become historic artifacts to younger generations. The continual good maintenance and relative absence of alterations of these houses give them a high level of historic integrity which serves as a valuable resource for the study of architecture and building construction of their era.

The oldest house in the Driftwood Subdivision is at 136 25th Avenue South. Built in 1935 by Carlton Beard, builder of the Don CeSar Hotel, it is a two story, wood framed home (wood appearance aluminum siding) whose balcony with ornamental ironwork is supported by wood beams. The home served as the parsonage for the First United Methodist Church located at 212 3rd Street No. in downtown St Petersburg.

LANDSCAPE ARCHITECTURE
No examination of the character of Driftwood would be complete without addressing its flora and fauna. It is the natural splendor and nestled setting of the homes that sets Driftwood uniquely apart from other neighborhoods. The preservation of the semi-tropical coastal hammock, sheltering tree canopy, multitude of shrub and bushes and groundcovers from azaleas to ferns to wild ginger, with the foliage intertwining from yard to yard, is not found elsewhere in St. Petersburg. The only comparable landscapes survive in less extensive sections of the Jungle neighborhood along the shore of Boca Ciega Bay. Whereas in other subdivisions this type of preservation was a matter of luck, here it was an intentional component of the original design. This high level of sensitive management (and non-management) of an ecosystem over time is a rare and significant example of successful urban planning that should be protected for the good health it bestows on residents and for current and future study.

The enveloping nature of the wooded historical landscape has been revitalized by former and current residents after much of the area was cleared by the early settlers. Huge old oaks, pines and cabbage palms still contribute to an upper canopy which provides a marked drop in temperatures in summer and provides food and nesting, resting and roosting sites for diverse bird species, such as, pileated woodpeckers, osprey, Coopers hawks, great horned owls, yellow crowned night herons, and other impressive species, as well as the more diminutive yet beautiful song birds. Secondary cover as wildlife habitat is provided by shrubs and bushes, both indigenous and decorative. A preponderance of groundcovers, as opposed to cultivated grass, provides an understory that requires less water, maintenance and fewer polluting fertilizers which reduces chemical runoff from yards to the natural shoreline and into Big Bayou which is frequented by dolphins, rays, manatees and other sea life. This oasis is home to many screech owls that nest in the faded palm fronds that still cling to the trees. Shore birds, wading birds, song birds and migrating species are attracted to the shoreline and the upland landscape. Traveling through the garden is the occasional box turtle or black racer. Raccoons, opossums, squirrels, armadillos and visiting coyotes find habitat in Driftwood. The Driftwood neighborhood demonstrates that even in a city a community of contiguous properties whose owners have chosen to contribute to rather than detract from a natural landscape can create a magical place that provides homes for both people and wildlife.

Driftwood has opened it’s gardens, generally as philanthropic fundraising events, to the Museum of Fine Arts on several occasions and the St Petersburg Museum of History. Individual gardens have hosted many garden clubs and groups from throughout Pinellas County, as well as, The Florida Society of Landscape Architects, and the national Horticultural Society headquartered in Richmond Virginia. St Petersburg Preservation and other local groups have held several tours and events in Driftwood.

BIOGRAPHIES OF SIGNIFICANT PEOPLE ASSOCIATED WITH THE HISTORIC DISTRICT

ABEL MIRANDA (1825 -1900)
Abel was born at St. Augustine, Florida in March 1822 (1850 icensus, 1825 in 1860 census, 1823 in 1880 census). The later 1860, 1880 census data say that his father was born in Spain and his mother in England. There is one household named Miranda in the 1840 census for St. Johns County; George Maranda in St. Augustine has a male son aged 10-15. Abel Miranda appears in the 1850 census for Hillsborough County FL in the town of Tampa living in the household of M.
L. Shannonhouse aged 37 a grocer with a wife and 5 small children; Abel Miranda / male/ aged 28/ carpenter/ born Florida, and Eliza Miranda/ aged 18/ no occupation/ born Florida. A widow's pension application filed 25 Sep. 1902 by Eliza Miranda says; service- A. D. Johnston's Company Mounted Volunteers, Ft. Brooke, Florida 1856-7 (U.S. Indian Wars, Pension Files, NARA). A newspaper article says, “At the courthouse in Tampa on July 24, 1856 the “Know Nothings” of Tampa, John Darling presiding held a meeting to appoint delegates to county and district conventions. County delegates; M. L. Shannonhouse.... district delegates; A. Miranda.... (et al.) (“Sunland Tribune” no. 19 (Nov. 1993) pp. 1-8). The Know Nothings or American Party was a short lived American nativist political party that was anti-Catholic and opposed immigration. It supported Millard Fillmore in the 1856 national election. Bethell states in his history that Miranda moved to Big Bayou in 1857 and began improving his homestead buying the structures from William Paul’s failed homestead, however the outbreak of the Civil War interrupted his plans.

Miranda was appointed a Second Lieutenant by the local militia to head a coastal patrol company stationed on the Pinellas peninsula called, “Able Merander's Coast Guard Detachment”, it was formed by July 14, 1861, and lasted till 5 September 1861 when it merged with Henry Mulrenan's Volunteer Coast Guards. In Miranda's patrol were seven seamen including John Bethell and Anderson Woods (Fuller 1972: 66). Miranda did not join the Confederate military as did his brother-in-law Bethell and the majority of his coast guards. Meanwhile, on Egmont Key the lighthouse destroyed by the hurricane of 1848 was rebuilt between 1857 and 1859 and a keeper took up residence on the recently deserted military base. In July 1861 30 to 40 U. S. Navy seamen arrived and fortified the island with a gun battery, but left for patrol a month later. The lighthouse keeper was a Confederate sympathizer and he and a volunteer group removed the Fresnel lens and lamp and took it to Tampa where it remained hidden till after the war. The federal Navy returned to Egmont and began patrols for blockade runners. On 31 Oct. 1862 they captured Cap't. James McKay of Tampa's ship the 'Salvor.' He would loose two more to the feds during the war (Fuller 1972: 63). The Navy’s February 1862 attack on Miranda’s home and attempt to arrest him was certainly provoked by evidence of his complicity in running the naval blockade. Fuller, a Tampa Bay native who knew many pioneer settlers claims this and suggests that he worked for McKay (Fuller 1972: 64). After the Navy raid Miranda disappeared from the public until 1866. An entry in the Robert Watson Diary kept by a Confederate soldier in Mulrenan's coast guards dated 10 April 1862 mentions that Mrs. Miranda and her son Charles were living with the Coons family at Clam Bayou and Watson accompanied them on a trip to Tampa on that date (Fuller 1972: 61).

Miranda in local lore is linked to the murders of Scott and John Whitehurst in August 1862. Daniel Scott Whitehurst was born 1829 at Jasper, Hamilton Co. FL. He and his large extended family immigrated from coastal North Carolina via Georgia, North Florida, to Benton (now Hernando) County FL by 1850. The Darby massacre in May 1856 inspired many nearby settlers to flee to the safety of the Pinellas peninsula. In this group were the McMullen, Taylor, Sutton, Brownlow, Campbell, and Whitehurst families who settled inland around Largo to Clearwater, and Curlew. These Anglo-American dirt farmers and cattlemen were all from the South, some owned slaves, and many later became Confederate soldiers. Scott Whitehurst was a Private in Co. D of the 7th FL Regiment the “Alachua Rebels” however he deserted and returned to his homestead located on the site of Bay Pines V.A. Hospital to care for his wife and 7 small children. Scott’s first cousin John Alexander Whitehurst (b. 12 Jan. 1816 in GA) lived at Curlew with his wife and 6 children, he refused to go to war. On 26 August 1862 Scott and John were
transporting a skiff full of food to Egmont to sell to the Union soldiers. They had briefly beached their boat "at the inlet of Tampa Bay to Boca Ciega Bay" (likely Maximo Park area?) as related in the military report, when they were ambushed by men in the woods who shot both of them. Scott died on the beach, but John wounded managed to get to Egmont on his boat and died there of his wounds on 2 Sep. 1862. The two Whitehurst widows spent the remainder of the war on Egmont with their children who were told that Miranda and his gang of blockade runners were the culprits. The fact that Coons living on Boca Ciega Bay with Miranda's family were the only settlers living on the mainland at this time lends credence to the rumor.

In 1866 Miranada filed a petition with the Hillsborough County court to regain guardianship of his son Charles F. Miranda (Hillsborough County FL Old Guardianship Record Book 1848>.

Abel Miranda does not appear in the 1870 federal census; however, Bethell states that he returned to Pinellas and settled near Lakeview Avenue South. He is listed in the 1880 census in Pinellas County. Abel Miranda died in 1900, his wife, Eliza died 1907. Both are buried in St. Batholomew's Episcopal Church Cemetery on Lakeview (22nd) Ave. S.

JOHN ALEXANDER BETHELL (1834 -1915)
2nd Lieutenant John A. Bethell was born on July 21, 1834, in Key West, Florida. His family were some of the early settlers of Pinellas Point (St. Petersburg), Florida. He was teaching school at the outbreak of the war. He entered state service as a member of Able Merander's Coast Guard Detachment, between July 14, 1861, and September 5, 1861. He continued state service by enlisting in Captain Henry Mulrennan's Florida Volunteers Coast Guards on November 27, 1861; he was promoted to coxswain on February 1, 1862. He served with this organization until April 25, 1862. He was enlisted as a 2nd corporal on April 25, 1862, in Captain Smith's Company (Key West Avengers), 7th Regiment Florida Infantry by Major R. B. Thomas at Tampa, Florida, for a period of 3 years or the war. An undated company muster roll for April 30 to November 14, 1862, documents that he was brevetted to 2nd lieutenant from 2nd corporal on April 25, 1862; an undated company muster roll for February 7-28, 1863, documents his promotion to 2nd lieutenant January 1, 1863. He is present on all company muster rolls until an undated company muster roll for January and February 1864 stating that he was absent on 25-day furlough starting February 14, 1864. He tendered his resignation on February 27, 1864. In a letter dated April 5, 1864, by Lt. Col Tilghman Ingram to Colonel Kinloch Falconer AAC, he recommended that Lieut. Bethell "be discharged from the service for the following reasons – 1st That Lt. Bethell on the 4th day of February 1864 was furloughed for Twenty five (25) days and has not since reported [to] this command. 2nd That by letter to his Captain [Robert Blair Smith] he states that he has resigned on Surgeon's Certificate of disability with the intention of doing the Navy." His name last appears on a Register containing Rosters of Commissioned Officers. Provisional Army Confederate States as being "Dropped" May 16, 1864. After the war he ran a small store and made a living as a fisherman at Point Pinellas. He drew a Confederate Pension. One year prior to his death on April 12, 1915, he published a history of Point Pinellas Florida. It was said at the time of his death that throughout his life he never complained of illness, and when he died he suffered from no recognizable disease. The doctor in attendance declared, "He just passed away, like a piece of machinery, worn out."

MARK DIXON DODD (1888 - 1952)
In 1925, seeking a warmer climate for his daughter's health, Mark Dixon Dodd moved from New York City to St. Petersburg, Florida. He soon became a prominent member of the city's art community. Dodd opened the Mark Dixon Dodd School of Art in 1930 at 232 Beach Drive, later
moving to 5345 Fourth Street South. In 1933 he finished his mural Seminole War, commissioned by the state of Florida as one of the series of six historical subjects to adorn the Florida building of A Century of Progress International Exposition, in Chicago, which opened in June 1933. In 1936, as his reputation as an artist and teacher grew, he was hired by real estate investors, Arthur Modine and Francis Marion Boone, to design a real estate subdivision -Driftwood- in the St.Petersburg area know as the Big Bayou. Starting in 1937, Dodd designed and built nineteen homes in Driftwood. In each he placed at least one of his paintings, usually anchored to the wall above the fireplace. Many of the paintings are still there today. Dodd later became head of the art department at St. Petersburg Junior College. In the summer months, Dodd taught art at a camp in Tuxedo, North Carolina, near Asheville.

A review in the St. Petersburg Times, April 13, 1930, by Eve Alsman Fuller notes, “Mark Dixon Dodd may be truly called a St. Petersburg artist since for the last few years he has had his house and studio in the city, except for those painting pilgrimages which he has taken from time to time to the west and to the Carolina Mountains. He has a delightful studio and school of art in the picturesque Bayboro section, and is also head of the fine arts department of the St. Petersburg Junior College. Mr. Dodd is showing in the member’s group six oil paintings and nine watercolors, none of which have ever been hung in the gallery, and has the distinction of having the largest representation in the exhibition. Among the oils, two pictures in the opinion of this reviewer stand out as the best painting this versatile artist has ever done. One is “Self Portrait”, simple, direct, hurriedly done. One of the hardest subjects an artist undertakes. In it Mark has caught something of himself that we all know, but we don’t believe he knows. It’s a little spark of contrariness tempered by a smile.... Watercolors by Mr. Dodd are mostly scenes caught in every day studio life about the Bayboro waterfront. They are vivid and free and active.
Born: January 28, 1888, St. Louis, Missouri.
Died: 1952, St. Petersburg.
Education: St. Louis School of Fine Art; Art Students League, NYC; with Kenneth Hayes Miller, Johansen, Romanovsky; Provincetown, Cape Cod School of Art with Charles Hawthorne; St. Louis School of Fine Art.
Membership: Florida Federation of Art, Chairman, Arts Committee; Art Club St. Petersburg, director; American Federation of Arts; Florida Artist Group. (Frankel, Alfred, “Artists of Old Florida” website (dated 2015), retrieved 21 Dec. 2017).

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.
St. Petersburg Local Landmark Designation Application

Name of property

__________________________________________

Continuation Section

Please see Attachments:

Attachment B - “Driftwood House Descriptions” Version 3 with construction dates and current total square footage, descriptions by Emily Elwyn

Attachment C - Driftwood Homes and Special Features, Photographs by Mike Rixon

Attachment D - Driftwood Homes and Scenes, Artwork by Jeanne Meinke
PB.IELLA'S HISTORY RECORDS THAT ON THIS SITE EARLY INDIAN INHABITANTS, OR
PERHAPS SPANISH EXPLORERS, BUILT A SHELL BREASTWORKS TO DEFEND THE BAYOU
ENTRANCE AGAINST THEIR ENEMIES. THE REMAINS OF THIS FORTIFICATION, ALONG WITH
ARROWHEADS AND OTHER ARTIFACTS, WERE DISCOVERED BY PIONEER SETTLERS AND BY THE
BUILDERS OF MODERN DRIFTWOOD.

IN 1857 ABEL MIRANDA, ONE OF THE EARLIEST PIONEERS TO SETTLE ON PINELLAS SHORES,
ESTABLISHED A "FISH RANCH" AND CITRUS GROVE HERE PRIOR TO THE WAR BETWEEN THE
STATES, BUT HAD TO FLEE WITH HIS FAMILY WHEN THEIR HOME WAS SHELLED BY A UNION
GUNBOAT AND BURNED BY ITS TROOPS IN FEBRUARY, 1862. AFTER THE WAR, IN 1868, THE
MIRANDA PROPERTY WAS BOUGHT AND RE-ESTABLISHED BY HIS FRIEND AND BROTHER-IN-LAW,
JOHN BETHELL, WHO HAD ORIGINALLY SETTLED NEARER PINELLAS POINT, AND WHO HAD FLED
THE SCENE WITH MIRANDA DURING THE FEDERALIST ATTACK. BETHELL RECORDS IN HIS HISTORY
OF PINELLAS PENINSULA THAT THE AREA ABounded WITH PLENTIFUL GAME: BEAR, DEER,
PANTHER, WILDCATS, FOXES, TURKEY, ALLIGATOS, RACCOONS, OPOSSUMS, AND SQUIRREL.

THE SETTLERS ORIGINALY ENGAGED IN THE FISHING INDUSTRY, PROVIDING SALTED
MULLET FOR CUBAN MARKETS, BUT LATER INCLUDED FARMING, BOAT BUILDING, SHIPPING AND
OTHER COMMERCIAL ENTERPRISES. AS THE POPULATION GREW, PINELLAS VILLAGE, OR BETHEL
Landing, AS IT WAS OFTEN CALLED, PROVED TO BE A NATURAL SETTING FOR SUCH DIVERSIFIED
INTERESTS. THE FIRST POST OFFICE ON LOWER PINELLAS PENINSULA STOOD AT THE WESTERN
END OF MODERN DRIFTWOOD. IT WAS ESTABLISHED IN 1876 AND MR. BETHELL SERVED AS ITS
POSTMASTER FOR FOURTEEN OF ITS THIRTY YEARS IN EXISTENCE.

IN 1936 THE PROPERTY WAS PURCHASED BY ARTHUR B. MODINE, AN INVENTOR AND
MACHINERY ENTREPRENEUR FROM RACINE, WISCONSIN, AND FRANCIS MARION BOONE, A
RETIRED HABERDASHER FROM KENTUCKY. A CORPORATION NAMED THE BAYVIEW
CONSTRUCTION COMPANY WAS FORMED, AND MARK DIXON DODD, A LOCAL ARTIST AND
DESIGNER, WAS HIRED TO DESIGN AN ATTRACTIVE RESIDENTIAL SUBDIVISION THAT WOULD
RETAIN AND CAPITALIZE ON ITS NATURAL FEATURES. THE AREA HAD REMAINED UNCARED
ACREAGE, MUCH AS BETHELL HAD LEFT IT IN THE LATE 1800S. BETWEEN 1936 AND 1941, DODD
LAID OUT A PLAN OF WINDING ROADS AND DEEP LOTS THAT FOLLOWED THE CONTOUR OF THE
SHORELINE, CLEARED OUT A MINIMUM OF THE ENTANGLING UNDERBRUSH AND DESIGNED AND
SUPERVISED THE CONSTRUCTION OF NINETEEN CHARMING AND UNIQUE HOMES.

THE DODD HOUSES WERE PLANNED TO TAKE FULL ADVANTAGE OF THE IRREGULAR LOT SHAPES AND EXISTING TREES. INTERIOR DESIGNS EMPHASIZE CROSS VENTILATION THROUGH THE GENEROUS USE OF CASEMENT WINDOWS AND FRENCH DOORS. CATHEDRAL CEILINGS MINIMIZED THE HEAT OF PRE-AIR CONDITIONED FLORIDA SUMMERS.


SINCE DODD WAS NOT AN ARCHITECT, HE HAD TO SEEK PLAN APPROVAL FROM A LICENSED MEMBER OF THE PROFESSION. A LONGTIME FRIEND AND RESPECTED ST. PETERSBURG ARCHITECT, ARCHIE PARISH, PROVIDED THIS SERVICE, AND WAS SO ENCHANTED BY THE DRIFTWOOD CONCEPT THAT HE DESIGNED HIS OWN HOME IN DRIFTWOOD IN A SIMILAR STYLE AND LIVED THERE UNTIL HIS DEATH IN 1986.

THE FIRST HOUSE TO BE SOLD WAS OCCUPIED IN 1938 BY GRETCHEN ELLIOTT, A WIDOW FROM NEW ENGLAND. THE ADDRESS WAS ORIGINALLY 174 CARDINAL ROAD, BUT WAS SOON CHANGED TO WILDWOOD LANE TO AVOID CONFLICT WITH ANOTHER STREET WITH THE CARDINAL NAME. THAT SAME YEAR THE DODD FAMILY BUILT THEIR HOME AT 2505 DRIFTWOOD ROAD. IN 1939 THE MODINE FAMILY OCCUPIED THE FIRST WATERFRONT HOME, AT 135 WILDWOOD LANE.

ART MODINE OWNED AN 87-FOOT YACHT WHICH HE DECIDED TO ANCHOR IN THE BAYOU BEHIND HIS HOUSE. HE OBTAINED A LICENSE AND SECURED A DREDGE TO FORM A DEEP HARBOR AND, AT THE SAME TIME, CREATE A SANDY BEACH WHERE MANGROVES AND OYSTERS HAD LONG EXISTED. WHEN THE PROJECT WAS COMPLETED, HE FOUND THAT THE BAYOU CHANNEL WAS NOT SUFFICIENTLY STRAIGHT AND DEEP TO ACCOMMODATE HIS "PALADIN," WHICH WAS MOORED THEREAFTER AT THE CITY MARINA. UNWITTINGLY, HE HAD CREATED A GREAT HOLE FOR COLD WEATHER TROUT FISHING.
IN 1940 THE PROPERTY'S OTHER PARTNER, MARION BOONE, BOUGHT AND OCCUPIED THE SMALL HOUSE AT 2515 DRIFTWOOD ROAD. IN 1941 THE BOONES PURCHASED AND FOR SEVERAL YEARS OCCUPIED THE WATERFRONT HOME AT 2510 DRIFTWOOD ROAD. ALSO IN 1940, ARCHIE PARISH AND HIS FAMILY HAD THEIR OWN HOME BUILT AT 145 WILDWOOD LANE. IT HAS BEEN OWNED AND OCCUPIED BY MEMBERS OF THE PARISH FAMILY UP TO THE TIME OF THIS WRITING, SETTING A RECORD FOR ONE-FAMILY OWNERSHIP.

THE ORIGINAL DEVELOPMENT WAS CONFINED TO AN AREA SOUTH OF 24TH AVENUE SOUTH TO THE BAYOU, AND BETWEEN BAY STREET AND FLORIDA AVENUE. ITS NINETEEN HOMES ESTABLISHED THE FLAVOR OF DRIFTWOOD, AND HAVE BEEN THE SUBJECT OF NUMEROUS NEWSPAPER ARTICLES THROUGH THE YEARS. THE AREA HAS OTHER INTERESTING HOUSES INCLUDED IN ITS TOTAL OF FORTY RESIDENCES. THE OLDEST, ON A SITE ADJOINING DRIFTWOOD SUBDIVISION, WAS BUILT BY BARNEY WILLIAMS, A SON OF A CO-FOUNDER OF THE CITY OF ST. PETERSBURG, AND WAS LATER OWNED BY GEORGE S. GANDY JR., SON OF THE GANDY BRIDGE BUILDER. THREE GENERATIONS OF THE GANDY FAMILY HAVE CONTINUED TO MAKE THEIR HOMES IN DRIFTWOOD.

VARIOUS OTHER HOUSES, BUILT IN THE SUBDIVISION DURING POST WW II YEARS, ARE BOTH INDIVIDUALLY ATTRACTIVE AND CONSTITUTE A POSITIVE IMAGE FOR THE OVERALL DESIRABILITY OF THE NEIGHBORHOOD. ONE OF THEM, AT 2500 DRIFTWOOD ROAD, WAS DESIGNED BY JOHN BRUCE DODD, A RESPECTED ST. PETERSBURG ARCHITECT AND OLDER SON OF MARK DODD.

A GATED PATH ON DRIFTWOOD ROAD AFFORDS RESIDENTS ACCESS TO A BEACH EASEMENT FOR FISHING, SWIMMING OR SUNBATHING. FOR MANY YEARS IT BOASTED A DOCK WHERE THEY MIGHT MOOR THEIR SMALL BOATS.
ECOLOGICALLY, DRIFTWOOD IS AN ANCIENT HAMMOCK LAND OF MAJESTIC OLD OAKS, CABBAGE PALMS, A LARGE STAND OF LONG LEAF PINES, GIGANTIC BAMBOO, AND MANY OTHER TROPICAL AND SUB-TROPICAL TREES AND SHRUBS, BORDERED BY A SANDY SHORELINE WITH ITS MANGROVES AND OYSTER BEDS. THIS MARITIME ENVIRONMENT ATTRACTS HERONS, EGrets, PELICANS, TERNs, AND AN OCCASIONAL EAGLE OR OSPREY. ONCE IN A WHILE A FORAGING MANATEE MAY BE SEEN. ITS YEAR-ROUND WOODLAND INHABITANTS INCLUDE THE NUMEROUS CARDINALS, RED-BellIED WOODPEckERS AND FLICKERS, BLUE JAYS, MOCKINGBIRDS, SCREECH OWLS, TUFTED TiMiCE, AND MOST OTHER LOCAL SPECIES. FURRY DENIZENS THAT ARE OFTEN SEEN ARE THE PLAYFUL GRAY SQUIRRELS, THE CUNNING RACCONS, AND AN OCCASIONAL OPOSSUM.

IN 1981 THE PLANNING DIVISION OF ST. PETERSBURG'S COMMUNITY DEVELOPMENT DEPARTMENT CONDUCTED AN EXTENSIVE SITE SURVEY OF OUR CITY'S ARCHITECTURAL AND HISTORIC RESOURCES. THEIR COMPREHENSIVE PUBLISHED REPORT IDENTIFIED TWO NEIGHBORHOODS, DRIFTWOOD AND ROSER PARK, AS PRIMARY AREAS WITH "STRONG SITE CHARACTERISTICS ALONG WITH SIGNIFICANT HISTORIC ASSOCIATION AND ARCHITECTURAL UNIQUENESS - UNIQUENESS IN THAT IN EACH AREA ONE MAN ENVISIONED AND DEVELOPED IT SO THAT THE BUILDINGS WERE ENHANCED BY THEIR SETTING, AND NOT VICE VERSA." THEIR FINAL RECOMMENDATION WAS THAT "THE ARCHITECTURAL AND NATURAL SITE CHARACTER AND INTEGRITY OF DRIFTWOOD SHOULD BE PRESERVED AND MAINTAINED."

DRIFTWOOD'S HUMAN INHABITANTS HAVE AN ACTIVE PROPERTY OWNERS ASSOCIATION WHOSE MEMBERS ENJOY AND MAINTAIN THEIR INDIVIDUAL AND COLLECTIVE PROPERTIES WITH A GREAT SENSE OF HERITAGE AND PRIDE. ALL WHO LIVE THERE APPRECIATE DRIFTWOOD'S PEACEFULNESS AND SHARE A CONTINUING OBJECTIVE TO PROTECT AND PRESERVE ITS NATURAL BEAUTY AND ESTHETIC UNIQUENESS FOR FUTURE GENERATIONS.

FOUR ATTACHMENTS:
1. Residents Sue the city- pp 6-7
2. The press praises Driftwood- pp 6-12
3. The artist/designer in retrospect- p 13
4. Mark Wixon Dodd, a biography- pp 14-16
JOHN LANKFORD
Independent Reporter

The city's planned — and approved — program to improve the Driftwood area of southeastern St. Petersburg will be challenged in court.

A complaint will be filed Monday at 9 a.m. by attorneys representing Dr. James Mason, who has spearheaded the Driftwood residents' battle against the city.

The complaint names the City of St. Petersburg and seeks a legal remedy for what the residents of Driftwood say are unjust actions.

The action centers around the city's plans to implement the Area Improvement Program in areas of Driftwood.

The improvements, as outlined by the city's engineering department, include paving of some streets, the addition of curbing to others and storm sewers throughout the area.

The areas along Driftwood Road SE do not have storm sewers now and residents there say there is no need for the sewers.

"There is no drainage problem in our area," said Dr. Mason. "The water from heavy rain drains onto the yards and helps keep the area green."

That the Driftwood area is one of the city's most plush as far as greenery is concerned is not questioned, according to city officials.

"It's just that the city has adopted an improvement program and allowing residents of certain areas to establish their own programs is just not consistent with good government," Interim City Manager Herbert Hall said at a December City Council meeting at which the program was approved.

As detailed by the city, the improvement of Driftwood will cost more than $120,000 which the residents say is an unnecessary expense since feelings against the improvement are running high.

"Improving Driftwood would be like trying to improve the Sistine Chapel," Dr. Mason told the council in December.

The suit to be filed Monday is being handled through the law firm of Roney & Uther by Charles Carrere.

Dr. Mason has been considering filing the suit for the past few weeks. His final decision was based on the fact he feels the improvements are "wrong in principle" blaming the city's actions on an "engineering mentality."

Dr. Mason said the situation was now mostly a question of ethics.

"We're going mostly on public opinion which, I believe, is in our favor," the doctor said yesterday.

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A suit seeking a permanent injunction barring the city of St. Petersburg from implementing its area improvement program in the Driftwood section has been filed in Circuit Court in Clearwater.

The suit was filed today by residents of the Driftwood area who are objecting to the city's planned work.

The work involves paving and the installation of storm sewers in Driftwood, which has oftentimes been referred to as one of St. Petersburg's most beautiful sections.

The objecting residents say the improvements planned by the city would spoil the beauty of the locale.

The suit asks the court to prohibit the work from taking place. A hearing is to be set sometime next week.

"The suit is signed by Dr. James Mason, Dr. James K. McCorkel, Dr. Paul Thompson, Otis Beard, Calvin Jones, Charles Harwood and D. A. Selig, all residents of the area involved."

"The city work plans call for about $120,000 in paving, curbs and sewers to be installed this year. Bids are being taken on the project at this time."

"The injunction request lists that portion of Driftwood Road SE from the entrance of Driftwood at 25th Avenue S for about two city blocks."

Dr. Mason said today the chances of legal success remain about 15 per cent and said the group was counting on "plenty of public support."

Dr. Mason has been one of the chief opponents of the improvement plans saying at one point at a City Council meeting that "Improving Driftwood would be like trying to improve the Sistine Chapel."

Others in the Driftwood area have been arguing against the sewers saying to drain off the natural rain water would spoil the greenery of the area.

Dr. Mason said he expects the group's day in court will be just that because the reasons for the temporary injunction are the same as the reasons for the permanent injunction and that the first hearing next week should be sufficient to issue or deny the permanent injunction.
CLEARWATER — Eight residents of the wooded and affluent Driftwood section in southeast St. Petersburg brought suit yesterday to prevent the city from starting a paving and drainage project in the area.

James L. Mason, James K. McCorkle, Paul Thompson, Charles Harwood, William Selig, J. O. Beard, Calvin H. Jones and R. Carleton Fontaine claim in the suit the project threatens the rustic character of the area and would seriously harm its esthetic quality.

The St. Petersburg City Council overrode the objections of a number of Driftwood property owners last November, and then capped the action Dec. 9 with a 4-3 vote to go ahead with the improvements.

Nestled on the shores of Tampa Bay, the section lies between 16th and 20th Avenues S.

Assigned to Circuit Judge C. Richard Leavengood, the suit says a substantial number of trees and related vegetation will be destroyed along with the ecology of the area.

Driftwood Residents Sue City

The road graders have been at work in the Driftwood area of St. Petersburg for about a month as evidenced by this scene at Bay Street SE and Wildwood Lane. The city’s public works department reports work included installation of storm sewers and curbs and paving of streets. Driftwood residents fought unsuccessfully against the improvements contending that they would impair the rustic character of the neighborhood, disrupt the ecology and be a general detriment. A $12,000 cost has been estimated for the improvements.
Philosophy Of The 30’s Pays Off

By CHARLES BENBOW
Times Art Writer

"It costs no more to build an attractive home than an ugly one," wrote the late Mark Dixon Dodd in 1940. "Often a little gem of a place can be a masterpiece."

The little gems Dodd built in the 1930's in St. Petersburg for as little as $4,000 (eight room house in the 100 block of 27th Avenue North) are still attracting buyers with their charm and appeal unmatched by the usual routine architectural remnants of that period.

AT FIRST glance, they may give only an impression of all their 30 years, but then their distinctiveness comes through - ideas and reminders for designing houses in which it is a pleasure to live.

The secret of the houses' time-defying appeal lies in Dodd's concepts of design. Dodd earned a moderate income and some local public acclaim for his painting - portraits and murals (for example, those in the Huntington Hotel dining room) in the popular style of the time. "A beautifully designed home contains all the elements of a fine painting," he wrote, "composition, balance, color and individuality."

Thus his houses are far from the simple shoe-box shapes of most inexpensive homes. His exteriors are many faceted, interlocking masses with balconies, decks and jogs of small wall planes and roof areas, giving a deceiving impression of a small-sized house.

HE BUILT his own home, and about 18 others, in the Driftwood section on Big Bayou in southeast St. Petersburg. Beautifully maintained by its present owners, it contains two bedrooms, living room, dining room, kitchen with breakfast area, bath, sunroom and a four-room apartment on the ground floor with a bath and two-room sleeping suite and sundeck on the upper level.

The low-walled path shared by both living and dining room is balanced by a beamed arbor outdoor sitting area off the living room and sunroom. A year ago, its market price was quoted at $15,000.

MOVING INTO and through the house, one is delighted by the fact that the rooms are wider or longer than expected because they aren't fitted into a predetermined overall rectangular plan.

None gives the effect of being simply an area subdivided by partitions from a larger volume. Rather each has its own individuality - based on its functional requirements of size and location.

The upper suite has two floor levels. The stairway is located behind and "over" the used-brick fireplace. THERE IS A sense of dropped ceilings in some rooms while the beamed cathedral ceiling of the living room rises high enough to permit little cabinet doors opening into the upper rooms for fireplace heat circulation or for children to peek at the decorating of the Christmas tree.

These little doors and the stylistic detailing in other parts of the house borrow something of the charm of a child's doll house without the saccharine sentimentality.

FOR COLOR, Dodd made extensive use of highly polished natural woods for interior or finishing - vertical pine planking walls, magnolia wood flooring (which he left uncovered) but for small "area" rugs again popular in today's decors.

Because he loved wood, Dodd left every tree standing when possible as he built. The Driftwood Area is still heavily forested, affording rental views into greenery from his upper level windows over the variety of roof planes.
The simple sign arching over the entrance reads DRIFTWOOD. Beyond, a narrow road meanders through a tunnel of live oak, past pastoral hidden houses. This lane is traveled only by residents or their visitors or those who are lost. pickup Driftwood, in northeast St. Petersburg, is not on the way to anyplace. The residents love that.

"I didn't know this was here," recalls newcomer Jay Knaust about his first trip down Wildwood Lane. "What is this place?" a curious tourist once stopped to ask Randall Dodd, working on some branches to his wooded front yard.

Dodd put down his saw to obliges his questioner — most Driftwood residents enjoy talking about their quaint, secluded neighborhood. As son of the designer, Dodd had prepared a history, with aliases, for the city of St. Petersburg's survey of historic resources.

"Not that Driftwood's history is so long: In 1935, this was a wilderness of cabbage palms, oaks and wild undergrowth on the mangrove shores of Big Bayou. Long leaf pine and bamboo bordered a marsh-and-mangrove waterfront. Across the bay was Lawson Island, home to a few fishermen's shacks. (Now the hundreds of apartments and homes on that site are the neighborhood of Coquina Key.)

By 1941 Mark Dixon Dodd had laid out his plan with a winding road and deep lots, clearing the minimum of foliage. Dodd was an artist, rather than an architect, his work being inspired by the mood of the subject. One of his first steps was to drive his way to oblige his neighbors, who were just as much art lovers as he. The result was a "beautifully designed" home contained in the elements of a fine painting. These elements — composition, balance, color, individuality — had to be functional to the design.

By 1950 nineteen homes were built among the trees. A narrow chair drive — Driftwood Road forks into Wildwood Lane — steered away from trees.

Those first homes ranged from cottage to two-story, usually part-frame, part-stucco, all with many-faceted exteriors. They also featured slanted roofs and little balconies — which earned them the nickname "Dodd's storybook houses." The addition of a dozen or so more neighbors built in the 1950s, Dodd's original Mood, carried on by his wife, Helen, and his son, Ralph. The neighborhood is still there, its people and houses as charming today as they were in 1935.
The crime rate for the area north and west of Driftwood is relatively high, according to Bill Doniel, St. Petersburg Police spokesman. But he says that no serious incidence of crime has been reported in Driftwood, whose residents participate in one of 112 Neighborhood Crime Watch areas in the city. (As a crime-deterrent, residents in these areas report to a block coordinator any suspicious person or activity.)

This vest-pocket neighborhood offers clues to the question: What keeps an older area charming rather than seedy?

Not every neighborhood has a history and an "ecological integrity" to preserve. Driftwood has managed to look after both, even when it meant marching down to City Hall to protest the paving of streets.

(After the fact, residents admit they are glad they lost that battle.)

"In his back yard, looking out on Big Bayou and Coquina Key, Dan Schuh relates the area's early history, rife with tales of Indian wars and Union gunboats and pioneer settlers of 100 years ago."

"At one time...an Indian fort was on this spot where you're standing. Everytime I do any repair work around the house, my knees dig into conch shells."

He's not complaining. Schuh is one of the "Driftwood natives" who loves the natural waterfront.

Here, wild parrots squawk in the trees shared by hawks and owls, raccoons and possums. A manatee has been spotted recently in the bayou.

Schuh, an attorney, and wife Barbara, a realtor, and their three children moved here in 1973, into a two-story white home. Pale blue, wrought-iron railing highlights a second-floor balcony; an arched porch offers a graceful entrance.

Inside, structural repairs necessitated covering original details and removing antique beams. But Mrs. Schuh notes, "The outside is gorgeous." This is the part of the home they are interested in preserving.

Driftwood has what older neighborhoods often don't keep: extended families, the second generation.

Schuh, like some other householders, spent his youth swimming and fishing on this waterfront. His mother Katherine lives in the family home, built in the 1940s.

Helen O'Brien grew up here in a two-story Victorian house built by her father, the late George S. Gandy Jr. (It was Gandy Sr., for whom the first bridge connecting Hillsborough and Pinellas was named.)

Today Helen and Ralph O'Brien are renovating the Gandy home. With white walls and gray shutters, the house has an imposing dignity. When the couple moves in, son Ralph Jr. will buy his parents' present home, a ranch-style next door.

Don Parish, who shares downtown offices with his father, says that growing up in Driftwood instilled in him a genuine love of the land. He and his wife lived elsewhere, but not before he spent a long time looking for a large lot that matched the woody privacy of his childhood home.
Not long ago, there was concern in Driftwood of declining property values. Recognizing the firestorm that can erupt when neighbors frighten and follow each other by posting for-sale signs, this neighborhood faced a crisis in upkeep and pride.

"In the 1980s, some people thought of selling out. Property values were down," one resident recalls.

Another says: "There was a period when some were hesitant to put lots of money into homes here . . ."

Even one of the little community's symbols, the wooded park in the heart of the neighborhood, was growing wild: "No one wanted to clear it," recalls one resident. The huge live oak in the center was in need of a tree surgeon.

Then the residents revived their neighborhood association. Most of the residents decided to stay and to pitch in. Now, twice a year, everyone works to prune and clean.

(Maintenance in this lush area involves a lot of labor outdoors. "Don't come here unless you expect to work," advises a typical resident. "To maintain your property calls for hacking away at it like a jungle. You keep loading up trash for the dump.")

One resident capsulates the rejuvenated spirit of community: "The neighborhood is friendly, social; but lord help you if you intrude."

While charm is fine, old houses call for repair. And not every family can expect or want the grown children to move in with or replace the parents in the family home. Fresh investment and newcomers are needed.

A single house was built in Driftwood last year. It is a large home of natural logs and wood siding. The owner and Driftwood newcomer is Jo Hudgens, who searched for "just the right place" to use the logs.

Older houses that have not been kept up can present a monumental challenge to redecorate, Valerie and Jay Knaust learned. But they aren't daunted.

"Welcome to Amityville," she exclaims, joking about the possessed home featured in novel and film. This couple lived on St. Petersburg Beach when they found Driftwood "by accident. We got lost on this one little street and wound up here, captivated," says Knaust, an attorney.

The smallish, frame home was losing its battle with rampant foliage when the Knausts saw the place.

"It was green with mildew. Ivy was growing in the dining room. A 20-year-old bougainvillea was beautiful but had grown up completely over the oak tree by the house. The tree was dying. Not a drop of sunshine was getting in the house.

"We had to chop down 17 trees."

Cleaning out the yard uncovered "all sorts of little brick paths and patios."

His wife recalls, with high spirits, "That was a fun day!" when they discovered hundreds of bees living in an outside wall.

Renting nearby at first, they started the work in December. "I worked 12-hour days with seven contractors. Everything had to be done," she relates.

There was no way to polish down to the original wood ceiling and make it match as they'd hoped. "We found mahogany, yellow pine and poplar (in the ceiling panels) . . . (But) We gave up rough planing to find raw wood. We ended up with plaster with the beams showing."

The upstairs wooden floor had to be rebuilt — the floor was so weak a contractor working up there was afraid he would fall through.

"We knew we were buying some troubles. We didn't know how much work it was going to be," relates Knaust.

The couple didn't want to "wreck the character of the house," says Mrs. Knaust, including the detail work that is part of the charm. "Look at these nice dooodaddy details," she says, pointing out the design of leaping deer cut into the white mantel place.

In new white paint and red shutters, the house has emerged "Cape Codish" outside and Florida Spanish inside, with arches and white plaster walls. The Knausts have no regrets about the amount of work or the $4,000 over budget — to date — for the repairs.

The neighborhood made it worthwhile, they say.

"Neighbors stop by to check on our progress. We give them a paint brush . . . it's that kind of a place."

THE END
ART HISTORY OF PINELLAS

Early city artist is recalled in show of his paintings

By MARY ANN MARGER
Times Staff Writer

ST. PETERSBURG

With the Mark Dixon Dodd show, the Arts Center reintroduces a prominent St. Petersburg artist through his works borrowed from collections.

Those without deep roots in St. Petersburg may not recognize his name. But those who remember will recall that Dodd, who came to the city with his family in 1924, was more than an artist who recorded portraits of residents and scenes of historical significance. He was also a volunteer at the Art Club (later to merge with the Arts Center), an art teacher and a proponent of establishing St. Petersburg as an art colony.

By avocation, he was an architect. He designed 19 storybook homes in St. Petersburg's Driftwood area, noted also for its winding, shady roads.

But it is for his paintings that he is best known. His subjects included many portraits as well as landscapes, some painted on location, others from imagination.

Working in a traditional style, he depicted Pinellas Village, a settlement in what is now the Driftwood area, established shortly after the Civil War by John Bethel. As the area grew, it needed a post office, built in 1876. Bethel served as postmaster for 14 of its 30 years of existence. In 1910 Bethel wrote a book, A History of Pinellas Village. Dodd, reading the book, decided to paint a series of small murals from scenes described, among them the post office, long gone before Dodd ever arrived.

The painting now belongs to the St. Petersburg Historical Society Museum, which lent it to the Arts Center for the show.

Another work in the show is a heroic composition, Osceola’s Knife Treaty, a preliminary oil painting for a 10-foot-square mural commissioned by the State of Florida through WPA funds and exhibited at the World’s Fair in Chicago in 1933. In the work Osceola, a Seminole subchief, shows his anger at the treaty requiring his tribe to leave Florida by plunging his knife into the document.

The mural no longer exists. Dodd’s son, St. Petersburg resident Randell Dixon Dodd, who did much of the search and research for the show, traced the preliminary work from the artist’s physician, who received it in exchange for services, to Fort Cooper- State Park’s ranger facilities.

Dodd shows his sense of humor in the witty map of St. Petersburg, signed “Mark Dixon Dodd, cartographer in his spare time.”

Dodd was born the year that St. Petersburg was founded, 1888, which makes the show especially appropriate for the city’s Centennial year.
Mark Dixon Dodd was born in St. Louis, Missouri, January 28, 1888, the next to youngest in a family of eight children. When his father died in 1895, the widow and children were taken into the home of a bachelor uncle, Samuel Morris Dodd, a well-known St. Louis businessman who was also prominent in community affairs. Mark attended schools in St. Louis and a private school in Clinton, New York, and for one year was a student at Washington University in St. Louis.

Having shown a consuming passion for drawing, Dodd determined to pursue a career in art. He attended the St. Louis School of Fine Arts, probably at night courses, while working at the Wagner Electric Company which was owned by his Uncle Sam. His mother passed away in 1903, and Uncle Sam in 1913, leaving the children an inheritance which enabled Dodd to move to New York City to further his art education. He enrolled in the Art Students' League where he studied with Johansen, Dumond, Romanovsky and Kenneth Hayes Miller, and in Provincetown under Charles W. Hawthorne.

At the Art Students' League Dodd met and, in 1917, married Vivien Moran, a grand-niece of the artists Thomas and Edward Moran, granddaughter of Philadelphia photographer John Moran, and daughter of New York interior decorator Horace Moran. The Dodds lived in Bloomfield, N.J., New York City, and in Mt. Vernon and Bronxville, NY while Dodd painted and exhibited his works and for a time, worked as a commercial artist for several New York advertising agencies. This line of work, which he really did not enjoy, was necessitated by the birth of a son, John Bruce, in 1918, and a daughter, Sydney, in 1921.

In the fall of 1924, the Dodds travelled to St. Petersburg on the advice of the family physician, to benefit the health of one of their children. They returned to Bronxville in the spring to sell their house, and moved permanently to St. Petersburg in 1925. Dodd soon established an art school where he taught classes in drawing and painting, and also designed and built the first of many homes he was to design in St. Petersburg. This house, located on 10th Avenue North near 45th Street, was also the first home of the Dodd's third child, Randell Dixon, born in 1928.
Dodd's art classes, portrait commissions and other artistic endeavors grew during this period of fast population and economic expansion, and he and Vivien became thoroughly involved in the emerging cultural life of Florida Boom times. They even branched out into the restaurant business for several years, renovating an old picturesque frame building in what was then known as the "Goose Pond" area (now known as Central Plaza) into the Goose Pond Tavern, a colorful English inn setting with a jolly chef and waitresses in milkmaid costumes.

His contributions to education in the arts included serving as the St. Petersburg Junior College faculty art teacher during the second year of its existence, 1928, until 1930. His portraits of SPJC founder and president, George M. Lynch, and longtime Dean, Robert B. Reed, are exhibited in the entrance hall of the St. Petersburg campus Administration Building.

The Florida real estate market collapse of the late 20s and Great Depression during the early 30s saw the Dodds losing stocks they had held in St. Louis family businesses, and their local assets, including the two houses they had owned on 10th Avenue North. They moved into rental housing while Dodd continued to provide a living by teaching in his art school and fulfilling portrait commissions for local residents and winter visitors. During these difficult times he was often obliged to pay the family bills by presenting a doctor or dentist with one of his oils or watercolors. Many of these "payments in kind" still grace the walls of local families' homes.

In 1933 he was commissioned by the State of Florida to paint a mural for the Florida exhibit at the World's Fair in Chicago. In 1936 he completed a mural of Mediterranean scenes which encompass the rather large wall areas of the dining room at the Huntington Hotel in St. Petersburg.

From 1937 to 1941, Dodd was engaged to design houses for a new subdivision carved out of the woods on the north shore of Big Bayou. "Driftwood" became one of the most charming residential areas of St. Petersburg with its narrow lanes winding through moss-draped oaks, and the nineteen story book style houses that Dodd created there invidiudally placed and styled amid their lush tropical settings.

CONTINUED NEXT PAGE
The U.S. entry into World War II forced a halt to home building, and Dodd was obliged to look for other means of support. He designed and built the Turnstile Motel on 4th Street and 20th Avenue South, and the family lived there and operated the motel until 1948. A large room served as an art studio where he could continue to teach his classes and paint individually. During the war years he also set up a small shop in downtown St. Petersburg where he sketched and painted portraits for the many service men who were billeted and training in the area.

In 1948 the Dodds sold the Turnstile, and built and moved into a house at 4th Street and 54th Avenue South. This house, also, was designed to include a large studio room for the Mark Dixon Dodd School of Art. Dodd designed and built three more homes on adjoining property, and he and Vivien continued to live there while he plied his painting trade until his death November 4, 1952.

Newspaper articles from the late 1920s describe Mark Dixon Dodd as the first artist of national prominence to make his home in St. Petersburg. His legacy to the city, in addition to the Driftwood subdivision, includes several other homes in various parts of the city, and murals, portraits and watercolors that are owned by many of his contemporaries or their heirs.

Randell Dixon Dodd, son of Mark Dixon Dodd
April, 1987
Driftwood is a residential subdivision on the shore of Big Bayou in St. Petersburg. In the second half of the nineteenth century, it was the site of one of the first pioneer settlements, where first Abel Miranda, then his brother-in-law John Bethell owned and operated a fishing industry. The first post office in lower Pinellas county was established here.

In 1937, when the present subdivision was begun, the land had reverted to a wild state with dense foliage and plentiful wildlife: opossums, squirrels, rabbits, gopher tortoises, foxes, diamond-back rattlers, and the omni-present families of raccoons. The vestigial evidence of earlier human inhabitants remained in the form of shell mounds, the outline of a shell fortification, and an occasional find of an Indian arrowhead.

The developers exercised an exceptional degree of foresight and sensitivity in retaining most of the natural resources. Residents who lived and grew up in this environment were often skeptical spectators to the "dredge and fill" and "raze and pave" methods of development taking place around them, and ultimately covering virtually all of the St. Petersburg peninsula.

Amidst all of this "progress", humans and raccoons have accommodated their lifestyles to the urban scene. But those who remember a simpler life closer to God's creation (as does the composer of this song), still cast a wistful look toward the Big Bayou shore — and "DRIFTWOOD".

Randell Dixon Dodd - January, 1988
"DRIFTWOOD"
A Perspective on the Centennial of St. Petersburg, Florida

I
It was early morning and the shifting sands began to shimmer in the
dawn of time;
The myriad oysters flicked their tongues toward the plankton sifting
through the bayou slime;
Then Timucuan braves and the Spaniard came, and the oysters' home
became forts and mounds,
And the young raccoon turned his quizzical face in patient wonder
toward the sights and sounds
Of these strange intrusions in this sacred place - of Driftwood.

II
It was brilliant midday and a cool Gulf breeze brought welcome respite
from their hot travail,
Where Pinellas settlers hewed the oak and pine, forging homes and
farmland from the forest trail.
Soon their growing numbers spread the word afar of a land of beauty
and of promise rare,
And the raccoon stared with his family at the streets and buildings
that were spreading there,
From the meager shelter of an old oak tree - in Driftwood.

III
It is late winter evening and the city rests from the hustle and
bustle of the urban strain;
From the crunch of traffic in the spending place; from the malls and
the banks, and pursuits so vain;
From the Grand Prix screeching and the Stadium roar. As the tee-vees
flicker in each high-rise home,
The old raccoon shifts his knowing gaze from this place in the sewer
by the Suncoast Dome
Toward the scene of his youth and those bygone days - in Driftwood.

Randell Dixon Dodd - 1987
DRIFTWOOD
"A PERSPECTIVE ON THE CENTENNIAL OF ST. PETERSBURG, FLORIDA"
Words and music by RANDELL DIXON DODD

GUITAR INTRO

1. It was early morning and the shifting sands began to shimmer in the dawn of time. The
   welcome respite from their hot travail; where Pinellas settlers hewed their traffic in the
   sea;
   plankton sifted through the bayou slime; then Timucuan braves and the growing numbers spread the
   word afar of a Grand Prix screeching and the Spaniard came, and the city rests from the hustle and bustle of the urban strain; from the
   
   2. (It was) brilliant mid-day and a cool gulf breeze brought the
   
   3. (It is) late winter evening and the city rests from the
oyst-ers' home became land of beauty and of forts and mounds, and the high-rise home the

young raccoon turned his quiz-zi-cal face in
tee-vees flick-er in each fam-i-ly at the

raccoon stared with his know-ing gaze from this

young raccoon turned his quiz-zi-cal face in

old raccoon shifts his Quiz-zi-cal face in

patient won-der toward the sights and sounds of these

streets and build-ings that were spread-ing there, from the Sur-coast Dome toward the

sights and sounds of these

place in the sew-er by the Sur-coast Dome toward the

strange in-tru-sions in this sac-red place of

mea-ger shel-ter of an old oak tree in

scene of his youth and those by-gone days in

Drift-wood.

1. It was

2. It is

3. Drift-wood

Drift-wood.
Attachment B

Driftwood House Descriptions

Version 3 with construction dates and tsqft

Descriptions expected to be verified and completed upon City review. Built date and current (as of today vs. when originally built) total square footage (tsqft) taken from the Pinellas County Property Appraiser’s website.

2675 Driftwood Road S - **Build date** 2012 - **2210 total square feet (tsqft)** - New construction - 1-2 story concrete block with multi-pitched roof.

2635 Florida Avenue S - 1952 - 3666 tsqft - Minimal Traditional concrete block ranch type house with smooth stucco exterior and attached carport.

2621 Florida Ave S - 1937 - 2384 tsqft - **Dodd Home** - Minimal Traditional, 1-2 story, concrete block construction, cross gable roof, dominant projecting front gable with differentiated pediment and scalloped trim cornice, ornamental front gable over front door with ornamental fluted concrete resembling Greek pilasters flanking front door, integrated ornamental concrete planter flanking front door, replacement windows.

2600 Florida Ave S - 1951 - 1608 tsqft - Minimal Traditional, concrete block, single-story, horizontally oriented, hipped roof with asphalt shingles, boxed cornice, front porch recessed under continuous front roof eve, integrated garage.

2500 Florida Avenue - 1952 - 2288 tsqft - Minimal Traditional, concrete block construction with stucco exterior, single-story, horizontally oriented roof with asphalt shingles, boxed cornice, front porch recessed under continuous front roof eve, detached single garage.

136 25th Avenue S - 1935 - 3958 tsqft - Two-story, wood framed with aluminum siding, hipped roof with asphalt shingles, single fireplace, highly symmetrical front façade, recessed front porch and second story balcony. Balcony is supported by wood beams and has ornamental ironwork, single front door with elliptical fan light above flanked by side lights. 41 windows and 1 patio glass door replaced in 2004 with double pane energy efficient V-grooved glass. This is the oldest house in Driftwood subdivision, built by Carlton Beard in 1935 (builder of The Don CeSar Hotel).

2519 Driftwood Road SE - 1939 - 2115 tsqft - **Dodd Home** - Minimal Traditional, whimsical Storybook influences trending towards Mediterranean Revival, concrete block construction, 1 – 2 story, multi pitched hip and gable roof with asphalt shingles. recessed porch under side gabled eve with turned concrete porch supports, oriel bay window, mixture of aluminum casement windows and replacement vinyl windows, second story overhang with ornamental supporting beams, second story attached balcony with ornamental supports.

2521 Driftwood Road SE - 1938 – 2032 tsqft - **Dodd Home** - Minimal Traditional with English Vernacular Revival influences, single story, concrete block construction, steeply pitched side gabled roof with projecting front cross gable with board and batten style vertical clapboard and scalloped trim, visible rafter tails, exterior brick chimney, projecting gable over front porch with brackets. Enclosed attached sunroom, carport and additional one story appendage with multiple rooftlines, replacement windows.
2605 Driftwood Road SE – 1939 - 4818 sqft - Dodd Home - Two-story Minimal Traditional with side gabled roof, symmetrical 3 bay front façade, smooth stucco exterior, central front entrance with standing seam metal oriel-type awning roof with scalloped details, replacement windows. Detached garage.

2615 Driftwood Road S – 1937 - 2247 sqft - Dodd Home - Irregular shaped, single-story Minimal Traditional with hipped roof with cross front gable with vertical patterned board siding with scalloped detail, stucco exterior with exposed block resembling brick, some original windows with deep sills, off-set front entrance in the projecting front gable.

2617 Driftwood Road S – 1937- 2344 sqft - Dodd Home - Minimal Traditional with Mediterranean Revival elements, 1-2 story, irregular plan, block construction with smooth stucco finish, multiple roof orientations with red barrel tile, sculpted lintel over front door, projecting hipped room single-story porch with wood supports.

2515 Driftwood Road S – 1937 - 1727 sqft - Dodd Home - Minimal Traditional single-story with side-gabled shingle roof with visible rafter tails with scalloped ends, projecting front cross-gable, attached shed roof porch, both smooth stucco and horizontal wood siding.

2505 Driftwood Road SE – 1937- 3082 sqft - Dodd Home - Minimal Traditional with English Vernacular Revival elements, 1-2 story, irregular-plan, multiple roof pitches predominated by front gables, vertical board and batten with a slight diagonal orientation and scalloped trim under one-story front gable, rough stucco exterior on first floor and horizontal wood siding on second story, exterior brick fireplace set on gable, original windows, shed roof awning over entrance.


111 Wildwood Lane SE – 1936 - 1600 sqft - Dodd Home - English Vernacular Revival, irregular plan, with multiple roof planes and multiple gables, new standing seam metal roof, prominent front gabled single story projection with Tudor influences board and batten under gable, visible rafter tails under cornices, prominent gable end brick chimney, offset front entrance with shed roof porch, multiple siding materials including horizontal wood siding, smooth stucco and brick.

123 Wildwood Lane SE – 1938 - 1209 sqft - Dodd Home - Minimal Traditional, cross gabled shingle roof with prominent front gable with vertical scalloped board and batten, stucco exterior covering block to resemble brick, offset front entrance with shed roof, oriel bay window, original wood shutters with diamond-shaped cutouts, interior brick chimney.

127 Wildwood Lane SE - 1938 - 3738 sqft - Dodd Home - Minimal Traditional with strong English Vernacular Revival influence, 1-2 story, block construction, stucco exterior finish, horizontal second story siding, vertical scalloped trim under second story front gable., recessed second story porch with small projecting front gable, offset front door with attached projecting front gable porch, original wood shutters with clover cutouts, geometric ironwork, single story side gable with deep eave sheltering screened porch.
135 Wildwood Lane SE – 1937 – 2192 tsqft - **Dodd Home** - Minimal Traditional with Monterey Revival elements, 1-2 story, multiple roof planes and gables, stucco and wood siding exterior, projecting single story front gable with virtual board and batten in decorative design with scalloped finish, second story integrated porch under low pitched side gable roof with scalloped cornice and wood porch supports, first story front entrance off-set from center with sculpted concrete surround, attached single story enclosed porch.

145 Wildwood Lane SE – 1938 – 1716 tsqft - **Dodd Home** - Minimal Traditional with English Vernacular Revival elements, cross-gable with strong projecting front gable with wavy horizontal siding, large picture window with horizontal divided sidelights concrete lintels and sills, enclosed porch under low-pitched gable extension, stucco and block exterior.

147 Wildwood Lane SE - 1938 - 1694 tsqft - **Dodd Home** - Minimal Traditional with English Vernacular Revival and whimsical Storybook elements, primarily 2 story structure with single story attachments, front gable roof with multiple additional plains, recessed and attached second story porch and balconies, off-set front entrance with elaborate fluted standing seam metal awning with scalloped trim and iron scroll posts, some original paired casement windows, attached enclosed first story porch with side gabled roof with scalloped vertical board and batten clapboard trim, exterior stucco clad chimney.


227 Driftwood Road SE – 1973 – 3423 tsqft - Minimal Traditional single story with second story pop up, first story has smooth stucco exterior with sculpted concrete details around front entrance, second story clad in vertical board and batten, hipped roof with asphalt shingles.

231 Driftwood Road SE – 1952 – 3938 tsqft - Minimal Traditional with Tropical Modern influences, 1-2 story, hipped roof with deep eves, first story 2 bay integrated garage with second story over, two bay windows mirroring garage pattern, elongated horizontal rough brick detail, applied stone, attached single story with deep integrated porch.


251 Driftwood Road SE – 1950 – 2156 tsqft - Single-story, Minimal Traditional with Tropical Modern element, hipped shingle roof with deep overhanging eves, projecting front garage with original door, offset front entrance under deep roof overhang and stacked stone posts, large 6 bay front facing window alternating jalousie and plate glass.


287 Driftwood Road SE – 1997 – 3105 tsqft - Concrete block new construction

250 Driftwood Road SE - 1964 – 3576 sqft - Midcentury Ranch, multiple low-pitched front facing gables with deep overhanging eves, projecting front garage, horizontal ribbon windows, half-story brick clad exterior with upper half of exterior clad in smooth stucco, recessed front entrance.

240 Driftwood Road SE - 1940 – 5065 sqft - Modern construction. Two story.

234 Driftwood Road SE - 1950 – 5706 sqft - Minimal Traditional with Colonial Revival elements, 2-story with hipped shingle roof, attached single story symmetrical 2 bay garage, paired exterior chimneys.


200 Driftwood Road SE - 1949 – 7141 sqft - Two-story irregular plan, multiple modern additions, concrete block and wood frame with applied stucco. Connecting two original Driftwood lots into one address with multiple structures on both lots.


2440 Driftwood Road SE - Vacant Lot

2500 Driftwood Road SE - 1950 – 4059 sqft - Minimal Traditional, 1-2 story with side gabled roof with visible scalloped rafter tails, second story full-width recessed porch, smooth stucco and horizontal wood clapboard siding, recessed front facing carport.

2510 Driftwood Road SE - 1938 – 2562 sqft - Dodd Home - Minimal Traditional with Mediterranean Revival elements, modern additions, multiple roof planes with predominant front gables, red tile roof, smooth stucco exterior with sculpted concrete details.

2600 Driftwood Road S – 1940 – 5346 sqft - Dodd Home - Mediterranean Revival, multi-story, multiple modern additions, multi-plane roof with red barrel tile, highly irregular plan, smooth stucco exterior with sculpted concrete ornamentation, modern 2-story height portico entrance.

2608 Driftwood Road S – 1938 – 2942 sqft - Dodd Home - Minimal Traditional with Mediterranean Revival elements, 1-2 story, side gabled and hipped roof, projecting front entrance with sculpted concrete detail, some elevations exhibit smooth stucco finish while others retain original exposed block resembling brick, deep concrete sills and sculpted concrete lintels.

2620 Driftwood Road S – 1948 – 4381 sqft - Minimal Traditional, Mediterranean Revival influences, 1 – 2 story, concrete block construction, with continuous concrete foundation, red barrel tile roof with boxed cornice front facing garage, horizontal concrete banding, deep-set aluminum casement windows with concrete sills, recessed
front porch with predominant bay window flanked by casement windows, original screen door, geometric ironwork.

2660 Driftwood Road S—1954—3909 tsqft - 1-2 story Minimal Traditional with modern-style elements, multiple modern additions, concrete screen block, replacement windows, multiple roof types, stucco and vertical clapboard siding.

Easement (shoreline at 2500 Driftwood Rd)

Easement entrance

Easement (Shoreline of Big Bayou)

Historic Marker - Miranda Home (1)
Historic Marker - Miranda Home

Tree preserved in Driftwood Rd

Wildwood Lane at Bay St

Wildwood Lane
City of St. Petersburg, Florida  

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**PROJECT NUMBER:** 17-90300006  
**DRIFTWOOD LOCAL HISTORIC DISTRICT**

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Please present this invoice to the cashier with full payment.
Laurie Macdonald has shared a link to the following document:

Driftwood House Descriptions - V-3 dates - sqft - 2-27-2018 -.docx

This is the link to the updated version of the "Driftwood House Descriptions" which is Attachment B to the Driftwood Historic District Application.

Attachment A to the application is the document titled "DRIFTWOOD" by Randell Dixon Dodd, which will be delivered to you today.

Attachment C to the application are the photographs currently in the Dropbox.

Attachment D to the application are the prints by Jeanne Meinke currently in the Dropbox.

Laurie Macdonald
Open in Docs

Google Docs: Create and edit documents online.
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because someone shared a document with you from Google Docs.
Laurie Macdonald has shared a link to the following document:

Driftwood Historic District

This link is to the Driftwood Historic District application and constitutes submittal for consideration by the City of St Petersburg with expectations of being heard at the April meeting of the CPPC. It is our understanding that sufficient ballots have been received to move forward with the application process. A check will be delivered to the City today to cover the application fee.

Laurie Macdonald on behalf of Applicants

Google Docs: Create and edit documents online.

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You have received this email because someone shared a document with you from Google Docs.
Hi Laura,

Please note that today, 26 March I made a modification of the boundary description language which clarifies that the western boundary of the proposed district includes the street right of way of Ward Avenue (Driftwood Ave. S.). With all the additions and changes being made to this document, I want to be certain that you are aware of this so you can get the staff report map drawn correctly. Good luck with this project,

Cheers, Howard F. Hansen
Community Characteristics: District Features

HEIGHT
Building height of Driftwood homes varies from one to two stories, with one and one half stories being the most common.

MASSING & SCALE
There is a great deal of variation in the scale of the houses, ranging from modest cottages and ranch homes to larger single and two story homes. This variation in scale dates back to the original 19 homes designed by Mark Dixon Dodd and Archie Parish in the mid-1930s where emphasis was on a naturalistic neighborhood design and homes blended with nature in the lush garden-park like setting. The modern mid-century homes and other architectural styles exhibit similar mass and scale to their lot size.

BUILDING DESIGN
The neighborhood has an eclectic mix of houses with no predominant design style, yet a recognizable look to the 19 Dodd homes. The original Dodd homes integrate a variety of styles including English Vernacular, Cottage, Mediterranean-revival and Storybook, and Tudor-revival plus others less easily classified. Common features among the Dodd homes are gabled, multiplane roofs, porches, screened rooms, low walled patios and balconies: distinctive front door entrances; fireplaces; stucco mixed with clapboard and ornamental wood trim details; attached garages; planters, ponds or water fountains; and bird houses located beneath the roof line peak.

RELATIONSHIP
Lot sizes are irregular and generally deep, with houses set well back from the road and oriented toward the winding roads utilizing the privacy of front foliage green space. Waterfront lots range from 100 to nearly 200 ft. wide and over 100 ft. deep. Frontage setbacks on most lots average more than 50 ft. from the road and 20 ft on the sides. Garages are either attached, built-in or detached.

RHYTHM & EXPERIENCE
The original subdivision plat followed the contour of Big Bayou’s shoreline with lots formed to allow live oaks and other vegetation to thrive undisturbed. Newer editions to the subdivision have largely continued the tradition where homes blend with nature. The narrow winding roads shaded by the mature canopy and two interior island park spaces add to the relaxed meandering garden feel. The diversity of architectural design keeps Driftwood feeling current while being cloaked by its historic oak canopy. The layout of the homes, roads, tree canopy and greenery make Driftwood as exceptionally walkable neighborhood. Pedestrians enjoy this quiet natural district in contrast to the nearby urban environment.

MATERIALS & DETAILS
Many houses are masonry first floors with masonry or wood frame second floors. Several Dodd homes were constructed with materials available during the 1930’s and include yellow heart pine beams, magnolia flooring, “Cuban tile”, milk stain. Roofs are often steeply pitched and gabled with extended eaves. The mid-century homes have more contemporary flat rooflines. Newer
homes add to an eclectic mix that includes a few of modern and/or mountain design. Roofing materials include composition shingles, terra cotta tile, bitumen and metal.

EXTERIOR SPACES
Mature lush landscaping under a large canopy has been a hallmark of the Driftwood Historic District. Solid fencing or privacy walls are limited. Many properties opt for green fences or open air fencing thereby enhancing natural air flow, visual continuity within the “garden neighborhood” and improved water and energy conservation. Low walled patios, porches both open and screened and curving walkways and driveways feature in many of the home sites. A private neighborhood maintained easement connecting to a small private beach on Big Bayou gives all the residents access to enjoy the waterfront and its wildlife. The Big Park and Little Park situated amidst winding roads allow for community gathering space. The DRIFTWOOD arch across First St. S. at 25th Avenue S. is considered a signature landmark and its presence dates back to the 1930’s.

STREETSCAPE
Originally narrow one lane dirt roads, Driftwood Road, Wildwood Lane SE and Florida Avenue SE were paved in 1970 along with the addition of storm drains. Through neighborhood efforts the scale, direction, width and rustic character of the streets was protected along with trees and vegetation. This includes the signature live oak tree in the middle of Driftwood Road and the memory pond in the Big Park. The ambient temperature is cooler due to the preservation and conservation of signature and grand trees within the magnificent tree canopy. Traversing through Driftwood whether on foot, bike or car feels like entering a magic garden where the houses are hidden treasures dwarfed and embraced by the trees and vegetation.
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<tr>
<td>2615 Driftwood Road S</td>
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<td>2617 Driftwood Road S</td>
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<td>2621 Florida Avenue S</td>
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<tr>
<td>103 Wildwood Lane SE</td>
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<td>111 Wildwood Lane SE</td>
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<td>123 Wildwood Lane SE</td>
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<td>135 Wildwood Lane SE</td>
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<td>145 Wildwood Lane SE</td>
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<td>x</td>
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<tr>
<td>147 Wildwood Lane SE</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Balcony</td>
<td>Roof Style</td>
<td>Roof Material</td>
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</tr>
<tr>
<td>Balcony</td>
<td>Hip</td>
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<tr>
<td>Iron work</td>
<td>Columns</td>
<td>Recessed entrance</td>
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<td>x</td>
</tr>
<tr>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Other decorative features:</td>
<td>Garden low wall extends from house</td>
<td>Pond, Basin</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>e.g. Birdhouse, medallion</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Paved**

- **Y**

- **x**

  - **x**

  - **birdhouse & medallions**

  - **x**

  - Built in planters located at bay window and front entrance and patio.

  - Originally there was a large low wall 2-story deck over the original garage which was accessed by stairs leading up from the front patio. At some point the deck and stairs were removed and the garage was converted into a bedroom. An attached carport was added and later an attached studio apartment, both with flat roofs.
Driftwood Neighborhood Property Setbacks

Inland Properties

All measurements approximate. Front setbacks measured from front of closest structure to edge of street. Side setbacks measured from building to property line.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Owner</th>
<th>Front Setback</th>
<th>Side Setback 1</th>
<th>Side Setback 2</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>251 Driftwood Rd SE</td>
<td>Agan</td>
<td>54'</td>
<td>West 6.3'</td>
<td>East 15.4'</td>
<td></td>
</tr>
<tr>
<td>241 Driftwood Rd SE</td>
<td>Shay</td>
<td>76'</td>
<td>West 12.5'</td>
<td>East 10.5'</td>
<td></td>
</tr>
<tr>
<td>231 Driftwood Rd SE</td>
<td>Walker</td>
<td>101.5'</td>
<td>West 3.5'</td>
<td>East 20'</td>
<td></td>
</tr>
<tr>
<td>227 Driftwood Rd SE</td>
<td>Stewart</td>
<td>75'</td>
<td>West 30.5'</td>
<td>East 40'</td>
<td></td>
</tr>
<tr>
<td>207 Driftwood Rd SE</td>
<td>Spytek</td>
<td>42.3'</td>
<td>West 60'</td>
<td>East 23'</td>
<td></td>
</tr>
<tr>
<td>147 Wildwood Ln SE</td>
<td>Meinke</td>
<td>33'</td>
<td>West 3.5'</td>
<td>East 53.5'</td>
<td></td>
</tr>
<tr>
<td>145 Wildwood Ln SE</td>
<td>McDonald</td>
<td>34'</td>
<td>West 7.4'</td>
<td>East 16'</td>
<td></td>
</tr>
<tr>
<td>135 Wildwood Ln SE</td>
<td>Cowen</td>
<td>46'</td>
<td>West 10.5'</td>
<td>East 15'</td>
<td></td>
</tr>
<tr>
<td>123 Wildwood Ln SE</td>
<td>Krystan</td>
<td>18.5'</td>
<td>West 13'</td>
<td>East 2'</td>
<td></td>
</tr>
<tr>
<td>127 Wildwood Ln SE</td>
<td>Jiminez/Freeman</td>
<td>54'</td>
<td>West 14.7'</td>
<td>East 27'</td>
<td></td>
</tr>
<tr>
<td>111 Wildwood Ln SE</td>
<td>Mancusi</td>
<td>34'</td>
<td>West 2'</td>
<td>East 2.5'</td>
<td></td>
</tr>
<tr>
<td>103 Wildwood Ln SE</td>
<td>Macdonald</td>
<td>46'</td>
<td>West 4.5'</td>
<td>East 17'</td>
<td></td>
</tr>
<tr>
<td>2505 Driftwood Rd SE</td>
<td>Lineberger</td>
<td>28'</td>
<td>West 5.2'</td>
<td>East 9'</td>
<td></td>
</tr>
<tr>
<td>2515 Driftwood Rd SE</td>
<td>Studdiford</td>
<td>23'</td>
<td>West 38'</td>
<td>East 12'</td>
<td></td>
</tr>
<tr>
<td>2400 1st St SE</td>
<td>Gregg</td>
<td>52.4'</td>
<td>North 57'</td>
<td>South 44'</td>
<td>Rear property boundary is on lot line</td>
</tr>
<tr>
<td>2519 Driftwood Rd S</td>
<td>Roux</td>
<td>65.4'</td>
<td>North 61'</td>
<td>South 89'</td>
<td>Front setback measured to edge of 1st St SE</td>
</tr>
<tr>
<td>2521 Driftwood Rd S</td>
<td>McMullen</td>
<td>68'</td>
<td>West 2'</td>
<td>East 20'</td>
<td></td>
</tr>
<tr>
<td>2605 Driftwood Rd S</td>
<td>Pastore</td>
<td>61.5'</td>
<td>West 2'</td>
<td>East 22'</td>
<td></td>
</tr>
<tr>
<td>2615 Driftwood Rd S</td>
<td>Lloyd</td>
<td>121'</td>
<td>West 28.8'</td>
<td>East 15'</td>
<td></td>
</tr>
<tr>
<td>2617 Driftwood Rd S</td>
<td>Skinner</td>
<td>61.5'</td>
<td>West 15.5'</td>
<td>East 24'</td>
<td></td>
</tr>
<tr>
<td>2675 Driftwood Rd S</td>
<td>Rixon</td>
<td>35.8'</td>
<td>West 23.5'</td>
<td>East 57'</td>
<td></td>
</tr>
<tr>
<td>2635 Florida Ave S</td>
<td>Morey/O'Brien</td>
<td>99'</td>
<td>North 37.2'</td>
<td>South 116'</td>
<td>Pie shaped lot, abuts alley easement at rear of property</td>
</tr>
<tr>
<td>2621 Florida Ave S</td>
<td>Myers</td>
<td>40'</td>
<td>North 5'</td>
<td>South 2.5'</td>
<td></td>
</tr>
<tr>
<td>2600 Florida Ave S</td>
<td>Grinnier</td>
<td>45.2'</td>
<td>North 10'</td>
<td>South 19.5'</td>
<td></td>
</tr>
<tr>
<td>2500 Florida Ave S</td>
<td>Grimes</td>
<td>57.5'</td>
<td>North 35'</td>
<td>South 23.6'</td>
<td></td>
</tr>
<tr>
<td>136 25th Ave S</td>
<td>Barnett</td>
<td>64'</td>
<td>West 25.5'</td>
<td>East 22'</td>
<td></td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>53.6’</strong></td>
<td><strong>19.5’</strong></td>
<td><strong>26.2’</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Driftwood Neighborhood Property Setbacks

## Waterfront Properties

All measurements approximate. Front setbacks measured from front of closest structure to edge of street. Side setbacks measured from building to property line.

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Owner</th>
<th>Front Setback</th>
<th>Side Setback 1</th>
<th>Side Setback 2</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>262 Driftwood Rd SE</td>
<td>Halsey</td>
<td>25.5'</td>
<td>West 8.5'</td>
<td>East 6'</td>
<td>At end of cul-de-sac, next door to City water plant</td>
</tr>
<tr>
<td>250 Driftwood Rd SE</td>
<td>McDonald</td>
<td>74'</td>
<td>West 10.5'</td>
<td>East 14'</td>
<td>Main house front setback 85', garage front setback 39.5'</td>
</tr>
<tr>
<td>240 Driftwood Rd SE</td>
<td>Moore</td>
<td>86'</td>
<td>West 11.4'</td>
<td>East 15.5'</td>
<td></td>
</tr>
<tr>
<td>234 Driftwood Rd SE</td>
<td>Thompson</td>
<td>39.5'</td>
<td>West 27.2'</td>
<td>East 11.7'</td>
<td></td>
</tr>
<tr>
<td>230 Driftwood Rd SE</td>
<td>Ahern</td>
<td>98'</td>
<td>West 26'</td>
<td>East 19.4'</td>
<td></td>
</tr>
<tr>
<td>220 Driftwood Rd SE</td>
<td>Wolverton</td>
<td>48.5'</td>
<td>West 23'</td>
<td>East 2.5'</td>
<td></td>
</tr>
<tr>
<td>200 Driftwood Rd SE</td>
<td>Ayer</td>
<td>43'</td>
<td>West 7.6'</td>
<td>East 26'</td>
<td></td>
</tr>
<tr>
<td>2420 Driftwood Rd SE</td>
<td>Schuh</td>
<td>67.9'</td>
<td>West 45'</td>
<td>East 33.4'</td>
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<tr>
<td>2440 Driftwood Rd SE</td>
<td>Perez</td>
<td>62'</td>
<td>West 15'</td>
<td>East 19'</td>
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<tr>
<td>2500 Driftwood Rd SE</td>
<td>Sackett</td>
<td>82'</td>
<td>West 15'</td>
<td>East 15'</td>
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<tr>
<td>2510 Driftwood Rd SE</td>
<td>Brumby</td>
<td>90'</td>
<td>West 25'</td>
<td>East 15'</td>
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<tr>
<td>2600 Driftwood Rd S</td>
<td>Richman</td>
<td>80.5'</td>
<td>West 15'</td>
<td>East 40.4'</td>
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</tr>
<tr>
<td>2608 Driftwood Rd S</td>
<td>Higgs</td>
<td>56'</td>
<td>West 10.5'</td>
<td>East 24.5'</td>
<td></td>
</tr>
<tr>
<td>2620 Driftwood Rd S</td>
<td>Zavales</td>
<td>48'</td>
<td>West 28.7'</td>
<td>East 23'</td>
<td></td>
</tr>
<tr>
<td>2660 Driftwood Rd S</td>
<td>Pav</td>
<td>61.4'</td>
<td>West 24'</td>
<td>East 44.5'</td>
<td></td>
</tr>
<tr>
<td>2680 Driftwood Rd S</td>
<td>Keller</td>
<td>52.7'</td>
<td>West 12'</td>
<td>East 28'</td>
<td></td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td><strong>63.5'</strong></td>
<td><strong>19.3'</strong></td>
<td><strong>21.5'</strong></td>
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</tbody>
</table>
DRIFTWOOD DESIGN REVIEW PROPOSALS
PETER PAV

PROPOSAL 1: PROSPECTIVE BUYERS CAN GET PROVISIONAL DEMOLITION APPROVAL IN ADVANCE OF CLOSING, CONTINGENT UPON TIMELY AND PROPER APPLICATION THEREFOR, ACCEPTABILITY OF PROPOSED REPLACEMENT STRUCTURE, AND PROOF OF FINANCING.

JUSTIFICATION: THIS IS TO ENABLE A SALE TO BUYER WHO WISHES TO BUY A PROPERTY PRIMARILY BECAUSE OF THE LOT’S HIGH QUALITY, REGARDING THE EXISTING STRUCTURE AS A THROWAWAY IN ORDER TO REPLACE IT WITH A STRUCTURE HAVING A MORE APPROPRIATE FAÇADE AND/OR A MORE FUNCTIONAL INTERIOR. THIS WOULD BE A WIN-WIN FOR BUYER, SELLER, AND THE PRESERVATION OF DRIFTWOOD’S CHARACTER.

PROPOSAL 2: A COA CAN BE BASED NOT ONLY UPON ITS HISTORICITY, CONSISTENCY OR COMPLEMENTARITY WITH EXISTING NEIGHBORING STRUCTURES, BUT ALSO ON THE PROPOSAL’S OWN MERITS TO MAINTAIN DRIFTWOOD’S VARIETY OF UNIQUE, ATTRACTIVE, AND INTERESTING PROPERTIES HOMES.

JUSTIFICATION: ONE OF DRIFTWOOD’S PRIMARY MERITS IS THE, VARIEGATION, INDIVIDUALITY, NON-LOCKSTEP STYLE AND INTERESTING NATURE OF ITS RESIDENCES.

PROPOSAL 3: SUBDIVIDE DRIFTWOOD INTO THREE SEPARATE ZONES EACH WITH ITS OWN COA GUIDELINES.—ZONE A DODD HOMES, ZONE B NON-DODD NON-WATERFRONT HOMES, ZONE C WATERFRONT HOMES.

JUSTIFICATION: DODD HOMES ALONE HAVE A SHARED ARCHITECTURAL HISTORICITY AS THE PROMINENT FACTOR TO PRESERVE, AND THEY ARE VERY SIMILAR. NON-DODD HOMES LACK HISTORIC COMMONALITY. THE MAIN FEATURE OF WATERFRONT HOMES IS THE LOT ITSELF. DODD HOMES COULD BE REPLICATED, BUT NATURAL WATERFRONT LOTS CANNOT – THEY ARE A VALUED RESOURCE IN LIMITED SUPPLY, AND SHOULD BE CHERISHED AND USED CAREFULLY. (ST PETERSBURG CITY ZONING TREATS WATERFRONT (SUBURBAN) AND NON-WATERFRONT (TRADITIONAL) DIFFERENTLY.)
Notes for Laura Devekot from Driftwood Historic District Initiative

In the Landscape guidelines section we would like to add this recommendation:

The neighborhood tree assessment should include and plan that new saplings be planted prior to the removal or death of an older tree so the new growth will develop with respective character of its surroundings not necessarily straight up.

We're also aware that circumstances at any planting site may have restrictions for replacement whether it is ground conditions or location conditions. Most important is replacement of the trees in an effort most advantageous for the growth and health of the tree in its environment.

EVR J 2618
Suggested Guidelines for Landscape
In Driftwood Neighborhood

Each headline or category will be accompanied by a photo illustrating that particular section.

PURPOSE: Two contrasting photos with captions; one of a new build with landscape pursuant to city code and one of opposing photo of lushly landscaped and canopied Driftwood property. [See Figure 1 and Figure 2.]

- Purpose is to customize city code which is inadequate by Driftwood standards to preserve and allow for continued appreciation of the unique characteristics of Driftwood tree canopy and landscape. Characterized by 3 distinct layers of life: 1) protective hardwood tree canopy 2) secondary understory trees and shrubs 3) ground covers and grasses. [See Figure 3.]

- Landscape and tree canopy is the single most identifiable and unifying element of Driftwood. Driftwood is a sanctuary for old growth trees and a rarely preserved example of a coastal hammock in the county. [See Figure 4.]

TREES: [See Figure 5.]

- Largely an issue of protecting what we have and providing for their replacement due to aging out and land redevelopment. Remind people that you can always replace a structure but cannot replace an old growth tree.

- A tree survey conducted by the city arborist concluded that this neighborhood has a high concentration of 19 Grand Trees in public right of ways and the parks. A Grand Tree must have a circumference exceeding 30 inches or more and must not be a prohibited species. There are an addition 6 trees which barely fell below these criteria. This does not count Grand Trees on private property. Special protection should be granted for all Grand Trees whether they are on private or public property in this neighborhood district as they embody the essence of a rare coastal hammock and are irreplaceable. Any issue involving a Grand Tree requires additional review by the CPPC.

- A minimum of 4 shade trees per 50 ft. lot; 7 shade trees per 100 ft. lot with new builds.

- Call for more stringent consultations of primary canopy prior to removal or trimming of limbs, especially as it involves city or power provider’s cutting crews. Request that young, plant trees be trimmed to a height of 14 ft. to avoid unnecessary conflict with the city. Allow conservative removal of dead limbs by adjacent neighbors.
• Establish tree in the middle of the road as an "Iconic Driftwood Tree" and call for its protection as a "Vertical Speed Bump" which reduces speeding down our narrow, serpentine roads. [See Figure 6.]

• Provide list of shade trees in this section. Recommend planting long lived indigenous trees such as live oaks and long leaf pines.

• Require multiple (2) arborists to review a tree prior to removal for health and other issues an individual homeowner may put forward. Provide protected tree list here and draw distinction between Grand Trees and others. Provide prohibited tree list here.

• Require trees be replanted after renovation and new construction at a number which adequately replaces the trees removed by a mathematical formula: for example, if you remove a live oak 30" in diameter (which we don't want to allow!), then you must replace it with three 10" diameter live oak trees.

• Encourage people to refrain from removing unthreatening dead trunks of pines, palms and oaks to provide habitat for woodpeckers, osprey and other birds.

• Large trees add an immediate sense of maturity to your garden. They not only visually anchor a landscape design, but they literally anchor other trees by root systems which help keep them from falling over due to high winds. Consider planting tree groupings.

• In nature, trees act as a host for other plants such as resurrection fern and wildlife. Although some vines may be detrimental, tree do not have to be bare to be healthy. [See Figure 7.]

• There are a number of unusual trees in the neighborhood including a Grand Podocarpus, a Grand Banyan and a probable Indian Marker Tree.

SHRUBS AND UNDERSTORY TREES: [See Figure 8.]

• Minimum of 30 shrubs, accent plants or understory trees per 50 ft. lot, and a minimum of 75 for lots 100 ft. or more with new construction, including palms. No substituting palms for shade trees.

• Put tree understory list here and shrub list etc. here as well as palm list.

• All new plantings must be at least 20 inches high for accent plants, 28 inches high for shrubs, and 7' high above the root ball for trees.

• Encourage habitat producing plants to feed and provide nesting places for birds, butterflies and other wildlife. Refrain from using chemicals which create imbalance in the yard and wipe out the natural predators of bug pests such as frogs and lizards. You will have far fewer bugs in your
home if you let them do the work for you. We are vulnerable to run off fertilizers and pesticides which adversely affect Big Bayou and other estuaries.

- Let oaks visually anchor the landscape design. We encourage planting wind breaks to protect homes and trees. Tree groupings help to anchor other trees from coming down due to high winds. [See Figure 9.]

- The more variety in plant species, the better it is for the environment and protects you against a single disease or pest from wiping out your landscape investment. [See Figure 10.]

- Consider hardy blooming perennials for consistent blooming and accent with annuals. [See Figure 11.]

- Insert mangrove preservation rules here.

GROUND COVER AND SOD: [See Figure 12.]

- Accent and Massing plant and ornamental grasses; insert ground cover lists here.

- Percentage of St. Augustine and other sod should not exceed 35% of permeable landscape on the street side.

SPECIAL FEATURES:

- Ponds were common with the original Dodd/Parish homes though many have been filled in. Ponds are encouraged because they are in keeping with the original design of the neighborhood and also because they provide valuable resources for wildlife. Mosquito abatement is easy with natural tablets which are readily available. [See Figure 13.]

- Brick and other patios and driveways should be set in sand as opposed to mortar to allow drainage. [See Figure 14.]

- Pergolas of various configurations were also found in original Driftwood homes.

- Both parks should be kept in a style comparable to the signature landscaping of the neighborhood: natural and unmanicured. [See Figure 15.]

More Reasons for These Recommendations:

- There is unity among the neighbors that the landscape of Driftwood is our greatest asset which adds to the exceptional quality of life that we all enjoy. Preserving this precious natural asset helps with countless urban issues facing such a densely populated county. Trees provide noise abatement as well as lessening our summer temperatures.

- Whether it is at the top or at the end of the list of reasons why trees are so important, it is confirmed that mature trees add value to property.
• Addressing water usage, erosion and runoff issues, slowing water evaporation from lawns, cleaning the atmosphere, and promoting emotional wellbeing are all benefits of our well-treed neighborhood.

• There were many other features and regulations of value in the city code that have not been addressed in my suggestions. I changed some of the requirements to better reflect our neighborhood ethos in terms of its readily identifiable landscape and unique character.

Thanks, and hopefully some of this will help.

Kim O'Brien
c. 727-631-6842
h. 727-894-5611
FIGURE 1. New build at 26th Ave S with landscape pursuant to City code.
FIGURE 2. Lushly landscaped and canopied Driftwood home representative of neighborhood. Illustrates the need to customize City code to preserve unique landscape of Driftwood.
FIGURE 3. Our coastal hammock is distinguished by three layers of landscape: 1. protective hardwood tree canopy; 2. secondary understory trees and shrubs; 3. groundcovers and grasses.
FIGURE 4. Landscape and tree canopy is the single most identifiable and unifying element of Driftwood.
FIGURE 5. Mature Driftwood shade trees provide protection for both homes and neighborhood streets, keeping temperatures cooler, reducing soil erosion, and saving water.
FIGURE 6. The iconic tree in the middle of the road in Driftwood. The guidelines call for its protection as a “Vertical Speed Bump” which reduces speeding down our narrow, serpentine roads.
FIGURE 7. In nature, trees act as a host for other plants such as resurrection fern and wildlife. Although some vines may be detrimental, trees do not have to be bare to be healthy.
FIGURE 8. Shrubs and understory trees add to the distinctive landscape of Driftwood.
FIGURE 9. Let oaks visually anchor the landscape design. We encourage planting wind breaks to protect homes and trees. Tree groupings help to anchor other trees from coming down due to high winds.
FIGURE 10. The more variety in plant species, the better it is for the environment. It also protects you against a single pest or disease that could wipe out your landscape investment.
FIGURE 11. Consider hardy, colorful perennials for consistent blooming, and accent with annuals.
FIGURE 12. Percentage of St. Augustine and other sod should not exceed 35% of permeable landscape on the street side.
FIGURE 13. Ponds were common with the original Dodd/Parish homes, though many have been filled in. Ponds are encouraged because they are in keeping with the original design of the neighborhood but also because they provide valuable resources for wildlife.
FIGURE 14. Brick and other patios and driveways should be set in sand as opposed to mortar to allow drainage.
FIGURE 15. Both parks should be kept in a style comparable to the signature landscaping of the neighborhood: natural and unmanicured.
APPENDIX D: PROPERTY INFORMATION
<table>
<thead>
<tr>
<th>Street</th>
<th>Street No.</th>
<th>Historic Use</th>
<th>Year Built</th>
<th>Architect / Builder</th>
<th>Dominant Architectural Style</th>
<th>PIN</th>
<th>Resource Classification</th>
<th>Flood Zone (Structure)</th>
<th>Property Tax/Total Gross SF</th>
<th>Owner 1</th>
<th>Owner 2</th>
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</table>

Noteworthy Alterations:
- Smith added a new wing in 1920.
- Brown renovated the kitchen in 1930.

Notable Facade:
- Smith's home features a beautiful porch with intricate design work.

Interesting Facts:
- Smith's home was featured in a local historical society publication in 2020.
- Brown's home was the site of a small historical society event in 2020.
APPENDIX E: ADDITIONAL STAFF PHOTOGRAPHS OF PROPOSED DISTRICT
APPENDIX F: MAP OF PROPOSED DISTRICT
Driftwood Local Historic District
Local Historic District Proposed Boundaries
File: HPC-17-90300006.
Driftwood Local Historic District
Local Historic District Proposed Boundaries
File: HPC-17-90300006.
Summary of Public Comments Received
The attached application has generated a large amount of public input, necessitating this summary page.

- Through the website of local historic preservation nonprofit Preserve the 'Burg, 31 form letters have been received from 28 individuals. A sample is included in this appendix to avoid redundancy. Those which included additional comments from the sender are included in full.
- A number of comments have also been received from property owners within the proposed district offering suggestions for boundary revisions or raising issue with the City’s district designation process. Some have warranted formal responses from City staff. These comments, and responses where applicable, are included in full.
- In total, comments of support have been received by staff from 31 individuals; comments of opposition have been received from ten (10) individuals as of the October 1, 2018 compilation of this report.
<table>
<thead>
<tr>
<th>Date</th>
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<th>Address</th>
</tr>
</thead>
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<tr>
<td>04/21/2018</td>
<td>Lisa Lennox</td>
<td>742 62nd Ave. S.</td>
</tr>
<tr>
<td>04/21/2018</td>
<td>Rabikanta Thokchom</td>
<td>742 62nd Ave. S.</td>
</tr>
<tr>
<td>04/25/2018</td>
<td>Katherine Gibson</td>
<td>158 11th Ave. N.E.</td>
</tr>
<tr>
<td>04/28/2018</td>
<td>Ron Clark</td>
<td>199 Dali Blvd, Unit 804</td>
</tr>
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<td>06/01/2018</td>
<td>John Bell</td>
<td>130 4th Ave N., Apt 204/206</td>
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<td>06/01/2018</td>
<td>Catherine Gomez</td>
<td>2108 N. Ola Ave., #308, Tampa, FL</td>
</tr>
<tr>
<td>06/01/2018</td>
<td>Brenda Pluguez</td>
<td>2108 N. Ola Ave., #308, Tampa, FL</td>
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<td>06/02/2018</td>
<td>Lois Consenzo</td>
<td>130 4th Ave. N., #611</td>
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<td>06/04/2018</td>
<td>Naomi Rutenberg</td>
<td>155 18th Ave. S.E.</td>
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<td>Megan Jones</td>
<td>1035 16th Ave. N.</td>
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<td>Tim O’Neill</td>
<td>3964 39th Cir. S.</td>
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<td>06/15/2018</td>
<td>Cindy Stiles</td>
<td>13225 101st St. S.E., Lot 484, Largo, FL</td>
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<td>06/19/2018</td>
<td>Duncan Stuart</td>
<td>7950 Blind Pass Rd., Apt 2, St. Pete Beach, FL</td>
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<td>06/25/2018</td>
<td>Cindy Stiles</td>
<td>13225 101st St. S.E., Lot 484, Largo, FL (repeat)</td>
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<td>Annamarie Reed</td>
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<td>Natalie DeVincente</td>
<td>1500 4th St. N.</td>
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<td>Roxanne Neilson</td>
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<td>Jack Bell</td>
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<td>Frank Bird</td>
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<td>Melissa Buhler</td>
<td>125 56th Ave. S., #508</td>
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<td>Rebecca Falkenberry</td>
<td>301 2nd St. N., Unit 18</td>
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<td>Holly Hail</td>
<td>955 51st St. N., Unit 209</td>
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<td>Linda Snyder</td>
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<td>09/19/2018</td>
<td>June Bedford</td>
<td>1 Beach Dr. S.E., Unit 2610</td>
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Mayor and Council Members: There is no doubt Driftwood is a special neighborhood and one meeting the criteria for historic district designation. It is important both to the neighborhood and to the city as a whole to help ensure that its special character is not lost. That's why it is important to designate Driftwood as a local historic district and why I urge you to vote yes on the historic district application. Keeping St. Petersburg special is key to our city's ongoing economic success and keeping the city attractive to residents and visitors.
Mayor and Council Members: There is no doubt Driftwood is a special neighborhood and one meeting the criteria for historic district designation. It is important both to the neighborhood and to the city as a whole to help ensure that its special character is not lost. That's why it is important to designate Driftwood as a local historic district and why I urge you to vote yes on the historic district application. Keeping St. Petersburg special is key to our city's ongoing economic success and keeping the city attractive to residents and visitors.

Tearing down single-family homes and building multi-family high rises are putting too many people on this little tiny peninsular. We are completely surrounded by salt water. We already OVER populated and already FULLY developed. Instead of tearing down single-family homes and building multi-family high rises to make us even more OVER populated, we should build single-family homes in place of single-family homes, multi-family homes with a height restriction in place of multi-family homes and businesses with a height restriction in place of businesses. This way we have sustainable grown for an OVER populated area instead OVER populating what is already OVER populated. Tearing down single-family homes and businesses and building multi-family high rises is the most idiotic thing to do on this little tiny peninsular. We don't have the land or the water for all of these people. Our quality of life as already been jeopardized. You took the beaches from us, now you want to take the rest of Pinellas County away from us.

This fight is not over for me. I am a Pinellas County native who is sick to my stomach at the destruction that has been caused by greedy developers. I will continue to fight until our politicians and legislatures wake up and finally realize that we don't have the land or the water for this kind of development.
Mayor and Council Members:

I am a local real estate agent and 3rd generation native of St. Petersburg. I grew up around Little and Big Bayous, and Driftwood has always been one of the most magical neighborhoods to me.

Fast forward many years, and I was lucky enough to be the listing agent for the "Mullet Farm" property owned previously by the Gandy family. The property being over 1 1/3 acres was a rarity in itself, with trees and vegetation that had been there since before Barney Williams built the home in 1910. The value we came to was mostly for the land, as it was a large piece that could not be found anywhere on the waterfront in St. Petersburg.

When we took the home to market, the family told me that they would be looking for a buyer who could appreciate the grounds AND the home itself. Granted, the home had been neglected for many years, and badly needed attention for termite and structural damage. However, it contained a handpainted ceiling by Gidge Gandy of a compass rose, and a handrail up the stairwell that used to be the mast of an old sailing ship. There were many elements of the home that were historic, even if its shell was not in good shape. It certainly could have been restored, or even moved. And lucky for us, we had two potential buyers for the home, both of which said they would restore the home and enjoy the land, not dividing up what could have been 4 parcels.

Unfortunately after the sale, the buyers we thought would care for the property the most ended up tearing down the home and clearing the beautiful landscape, with the intention of building something very anti-Driftwood in its place. While property owners have rights to do as they please, this one was misleading and the owners would have gone with the other party for less money who had the intention of keeping the home. The new owners will ultimately change the feel of Driftwood forever. That was never out intention, and it sickens me that we did not have any regulations to fall back on, even with the purest intentions to retain the magical feel of Mullet Farm and Driftwood as a whole.

I don't necessarily believe that all homes in Driftwood should be saved - some are not historically contributing and some falling apart that cannot be saved. However, there should be some regulation as to how the tree canopies and vegetation are preserved, and the style of homes that need to be built should an original be torn down. Driftwood will have a very different
appearance if no regulations or designation is taken. These neighbors have strived to keep it a wonderful neighborhood, with some homes being passed down through generations to keep their integrity. PTB and The City need to designate it, just as they have for Roser Park, as a place that Keeps St. Pete Special.

Please consider designations for Driftwood as a historic district to help preserve this gem!

Kindest regards,
Natalie DeVicente
Southern Roots Realty
City of St. Petersburg,

I have just communicated to Peter Pav that I changed my position on the Historical designation and now support of it. However, I feel very strongly that the Pav's home be excluded as it is a non-contributing building from an architectural and construction standpoint. I hope you take this request to heart when making your decisions.

If you wish to discuss, please call me at 727.641.5161.

Best,

Eric Higgs
To: Derek Kilborn  
Manager, Urban Planning and Historic Preservation Division  
City of St. Petersburg  
Municipal Services Center  
One 4th Street North, 8th Floor  
St. Petersburg, FL 33701  
derek.kilborn@stpete.org

From: Chris Keller  
2680 Driftwood Rd S  
St Petersburg, FL, 33705

Date: March 21, 2018

Subject: Proposed Driftwood Local Historic District

Mr. Kilborn,

I am the homeowner at the address listed above and I am writing to you in regard to the proposed designation of Local Historic District (LHD) for the Driftwood area. My home is within the proposed boundary, and I am respectfully requesting that the subject of the LHD for Driftwood at the April 10 hearing with the CPPC be postponed. My substantiation for requesting the delay is as follows:

1. I did not receive sufficient notification that I would be included in the LHD. I was invited to an informational session held in May 2017. From that point forward, there were a few updates regarding findings about the potential of a LHD at our homeowners' association meetings, but not until the first of this year did the team indicate that they had prepared an application and intended to submit it. I now have minimal time to absorb the current and future impact on my property and the surrounding properties. Also, I have very limited time to understand and provide input on proposed design guidelines. I am requesting additional time to understand and contribute to guidelines that could forever bind my property. (see attached email regarding lack of communication within the neighborhood).

2. It appears that the ballot process has been compromised. Firstly, the boundary to be included in the LHD was redrawn AFTER the ballots and accompanying information was distributed. I know that some of the residents believed that this designation was one way of keeping the Mullet Farm from demolition. Further, it is unclear to me whether appropriate controls are put on the ballots since they arrive with no name or property address on them. I am asking for more time to determine if these compromises have had an impact on voting thus far.

3. I have heard there has been much misinformation spread about the control an LHD would have on development. As late as March 18, I participated in a meeting where the team and others were inquiring about design guidelines that would supersede the existing zoning restrictions, including setbacks, building mass, and tree and landscape requirements. An expert, hired to participate in the meeting informed them that they would have little chance of getting such zoning changes processed. I think this misinformation is widespread and could have potentially skewed voting. (note that I am not suggesting impropriety here; simply the spread of proposed controls that the LHD cannot impose). I am asking for more time to fully understand what the LHD can and cannot afford the residents that live within the LHD, so we are all more informed and involved.
4. I believe that the combination of zones NS-2 and NT-2 within the proposed LHD is unprecedented in the city, and warrants further study as to impacts on ability to define and govern as a singular LHD. I understand from a brief meeting with zoning, that no other waterfront in St Petersburg has been included in an LHD. Further, in a poll, I understand that the majority of those in the NS-2 zone are opposed to the LHD, and are being overruled by a majority number of properties in the NT-2 zone. I am asking for more time to understand if the LHD boundary can effectively cross-over two zones, and if it is fair and equitable that a majority surrounding the NS-2 zone can impose the LHD upon the residents within NS-2.

5. It seems that the re-drawing of the proposed boundary of the LHD AFTER the ballots were sent out is, at the least, suspicious. As you are aware, the omitted properties asked to be excluded, and as such were known opponents to the application. I understand that one of the reasons provided was that they were not in the historic area of Driftwood. If this is the logic used, why not also exclude what the locals refer to as New Driftwood, the east-end of the neighborhood that has little of the character in homes and landscape of the remainder of Driftwood. From a distance I could infer they remained in the boundary as known supporters of the LHD. I seek additional time to fully understand the proposed boundaries from this standpoint.

I ask that you regard this request as an opportunity for me and others to further understand the process, and the implications of implementing a Local Historic District in Driftwood. I don’t know what is acceptable or customary for the duration of a postponement, but I would think 30 days would be sufficient. I would be glad to further discuss at your convenience.

Regards,

Chris Keller
727-488-4446

CC: Gina Driscoll,
City Council District 5
Gina.Driscoll@stpete.org

Jacqueline Kovilarich
City Attorney
Jacqueline.kovilarich@stpete.org
Derek S. Kilborn  
Urban Planning and Historic Preservation  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  

Copy: Jacqueline Kovilaritch, City Attorney  

Subject: Request to terminate Driftwood Historical Designation Application  

Dear Mr. Kilborn,

I hereby request termination of the captioned application, which is scheduled for 10 April CPPC hearing. The process has serious procedural flaws. The Official Ballot solicited votes on a district including the four West End parcels which I believe have now been deleted. At least one Support voter stated that had she known of this deletion, she would have been opposed. What she voted on was not what was officially presented to her. This goes for all voters, whether or not they were aware of the deletion – what they actually voted on was not what their Ballot stated they were voting on. Incredibly ironic is eliminating of Mullet Farm, Driftwood’s hallmark historical/architectural property, while not acceding to my request to opt out my nearby 2660 home which lacks such features. This situation strikes me as thinly-veiled, capricious special interest maneuvering.

The list of applicants shows names of some persons who are not voting property owners, some who had little or nothing to do with preparing the application, and at least one opponent whose name was hijacked without his knowledge and/or against his will. Some were told “go ahead and sign -- it’s only a draft application,” “this applies only to trees,” or “controls won’t start for ten years.” The uncontrolled balloting procedure is open to fraud or misuse – a very scary prospect for a designation which could take away some of my property rights, and lose me hundreds of thousands of dollars upon sale of my home.

Historical designation is clearly appropriate for those Dodd homes which share a distinctive historical architecture, but not so for the many other homes which lack architectural or historic commonality. A chief characteristic of the non-Dodd homes is their variegation and individuality – something for which historical preservation is unsuited. Another key feature of Driftwood is its excellent, large waterfront lots. These parcels are the key to Driftwood’s future. Their highest and best usage would be compromised by the lock-in of historic designation applied to non-historical structures lacking distinctive architectural merit.
Historic Designation is an inappropriate way to maintain Driftwood’s quality, because its enforcement centers primarily on architecture rather than social fabric, and uses the COA process reactively to prevent the wrong thing from being done. More appropriate would be Covenants and Restrictions of a Homeowners’ Association which proactively guide homeowners to do the right thing. The misnamed Driftwood Property Owners’ Association is just an unincorporated civic association rather than a POA/HOA per Florida Statutes, but it was the natural forum for fair and open exploration of how to maintain Driftwood’s special nature. Designation proponents did not use this forum, nor did they explore the logical alternative of creating a real HOA – both approaches being more appropriate than Historic Designation. Instead they chose to commit tyranny of the majority enabled by the 50% + 1 standard applied with a dose of misinformation in the absence of substantive community discussion of control and equitability.

Historic Designation is the wrong way to preserve the whimsical, live and let live, individualistic social atmosphere of Driftwood. It would be appropriate if some Dodd homeowners historically designate their homes. But please do not mis-apply historic designation to parcels like mine. Please terminate the process.

Sincerely,

Peter A. Pav
Subject: Driftwood

From: bonnie@bonnieagan.com
To: bonnie@bonnieagan.com
Bcc: cskeller1@yahoo.com
Date: Friday, March 23, 2018, 12:04:27 PM EDT

Friends and neighbors,

As the Historic Designation discussion has taken an unwelcome tone, I feel I may have inadvertently fueled mistrust, and for that I sincerely apologize. Historic districts in St. Pete have been resident initiatives, rather than Association initiatives, and in my efforts to keep the homeowners’ association out of the historic debate, it was not on the January meeting agenda. My intent was to avoid any impression that the DPOA was taking a position. In hindsight, I should have asked for an update on the application process, with questions and concerns addressed after. I’m very sorry if my miscue contributed to unwarranted suspicions.

In my 15 years in Driftwood, historic designation has been brought up many times, but never fully pursued. Inevitably, it came up again, and the first exploration meeting in this round of historic designation discussions was held May 2017 with Laura Duvekot from the city. Everyone on the updated Driftwood mailing list was invited. (Unfortunately, we’d never had contact information from the Perezs.) Informal polling subsequently conducted, both in person and by phone, indicated a great deal of support throughout the neighborhood. Notices were also sent out about the following 2 meetings. In my opinion, the process has been transparent, and I’m sorry that some of you seem to feel blindsided or targeted. That was never anyone’s intention.

I’m always proud to say that I’m from Driftwood, because we’re known for our unique mix of personalities and collegiality. I hope we can all work to keep it that way.

Thank you so much.

Bonnie Agan
DPOA President
Shepherd Grimes:

You do not need to resubmit your earlier comments. Only the vote is reset. I am copying Laura Duvekot, Historic Preservationist, who is processing the application.

Respectfully,
Derek S. Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Development Services Department
City of St. Petersburg, Florida
(+1) 727.893.7872

From: Shepherd Grimes [mailto:shepherd.grimes@gmail.com]
Sent: Friday, July 06, 2018 4:39 PM
To: Council <Council@stpete.org>; Derek Kilborn <Derek.Kilborn@stpete.org>
Subject: Re: Driftwood Historic Designation Application

Dear City Officials,

Since the City has required a new referendum to support the revised application for historic designation in Driftwood, I am uncertain as to the official status of my prior comment letter (in the email chain below). Will it automatically be included as part of the record for the ongoing historic designation process, or has the process started anew, thereby requiring me to resubmit comments on the "new" application? I'm happy to act either way, as my views are unchanged and it is merely a matter of hitting send, but I'd like to know the answer so I can appropriately advise others in my neighborhood.

Thank you,
Shepherd R Grimes

On Fri, May 4, 2018 at 2:47 PM, Council <Council@stpete.org> wrote:

Thank you for contacting the Office of City Council. Your email will be shared with all members of Council.

Cindy Sheppard
Dear City Officials,

I am writing to express my wholehearted support for the proposed historic designation in Driftwood. As a directly affected homeowner, I ask that you take the time to read and fully consider my input. I own the property at 2500 Florida Ave S, where I have resided since November 2007. I am the sole owner of record for the property, but I now reside there with my wife, Jennifer Lee (copied on this email), and our 5 year old son, Bryan Grimes, both of whom ardently support the designation.

One of the main factors that led me to purchase the property in 2007, and pay more than I believed good judgment supported, was the heavily wooded and historic nature of the surrounding community. Despite its close proximity to downtown, the area has retained a more rural and traditional Florida feel, and these are factors upon which I place great economic and social value. My entire family cherishes the existing character, and we hope to continue to do so for many years to come. Driftwood is a unique neighborhood within Saint Petersburg, from being off the rigid street grid imposed throughout Pinellas County to the tree in the middle of the road, it is truly distinctive, and my family will do what we can to maintain its current character. I believe a supermajority of the current property owners share my sentiments, as reflected by their votes in support for the application for historic designation.
I first moved to Saint Petersburg in 2001. Since that time, the area has changed dramatically, and generally, I'd say it has been for the better. The change has resulted in considerable redevelopment, most often in areas I considered in need of redevelopment. I would agree that there are remaining areas, particularly in southern and central Saint Petersburg, that would benefit considerably from neighborhood redevelopment, and I would fully support such efforts. However, Driftwood is definitely not one of those areas.

Looking at the City's neighborhoods, particularly in the waterfront neighborhoods, it is easy to see the result of the economic forces driving neighborhood redevelopment. Bigger, newer, and more costly structures can improve the financial status of the owners looking to cash out and can increase the ad valorem tax revenues generated from the higher valued properties, but this is not always in the best interests of the residents, the neighborhoods, or the City as a whole. As City officials should be well aware, there are non economic, often intangible, factors, which contribute greatly to the desirability of any given location. The Driftwood application for historic designation is merely seeking to protect some of those factors in a very small portion of south Saint Petersburg. Not every neighborhood needs or wants to become like Snell Isle or the Old Northeast, and the only effective way to restrain the economic forces that drive such redevelopment is through local government regulation of development.

I expect that such historic designations are always rather controversial. Despite the designation having been discussed openly in Driftwood for a number of years, the application stirred considerable dissent from a very vocal minority. The decision to preserve the historic nature of any community necessarily divides those who are primarily concerned with preserving the area in which they live from those who are primarily concerned with economic considerations (maximizing property value by avoiding additional restrictions on future redevelopment and reducing future maintenance costs) and perceive historic designation as a threat to their economic interests. I have attended a few meetings where the issues have been discussed by residents of Driftwood, as well as hired consultants and interested parties, and I have closely read lengthy email exchanges among Driftwood residents. Through that experience, this is the exact same divide that I have observed in Driftwood.

As a named applicant in the historic designation process, I am concerned primarily with preserving the character of the neighborhood. The concrete, wood, metal, and plastic contained in the structures located at my address do not comprise my 401K. Likewise, the materials do not represent my long term care plan or my bequest to my descendants. Although I have made a financial investment in them, those materials combine to form my home, which is something I value in more than monetary terms. The same is true for the land underlying the structures at my address, which combine with surrounding land and structures to form my neighborhood. No matter their economic value, these are places where my children are nurtured, where a lifetime of memories are formed, and where my family continues to develop into part of the future of the community and the City of Saint Petersburg.

Through the aforementioned neighborhood discussions, I have confirmed that most Driftwood residents share a similar sentimentality about the neighborhood, although some clearly do not. It would be extremely naive to expect otherwise, because our city has considerable diversity, which it needs to truly prosper. I gladly accept such diversity of opinion, so long as it is informed opinion. In an effort to understand the views that are so different than my own, I've listened intently to concerns of the opponents to the application for historic designation. The underlying themes with every point raised in opposition to the designation have been defending individual property rights based on philosophical principles and maximizing economic return associated with ownership of property. I believe the former theme is actually rooted in the latter, but if it isn't, there is nothing that can be done to address the concern via the ongoing historic designation process. Some simply feel that they should have absolute dominion over all that they own, but fortunately, such a notion is not supported in American jurisprudence. As to the economic self interest theme, I believe it is based largely on a fundamental misconception that historic designation necessarily leads to reduced property value. I believe something can be done to better inform, if not correct this misconception, and I believe the process for historic designation can play a main role in doing so. I ask for the your assistance in this regard.

The City of Saint Petersburg has vastly more experience with historical designation than any individual party involved in
the Driftwood designation, including the advocates and consultants employed thus far in the process. What has this experience taught the City about the designation’s affect on property values? Has the City made any attempt to examine the effect of historic designation on the property values in existing historic neighborhoods? I could certainly be wrong, but I doubt there is a detectable negative effect at all. It seems just as likely that there would be a positive effect. As noted above, the historic character of my neighborhood increased the amount I was willing to pay, and I’m confident I’m not unique in that regard. Given how much modern society invests in real estate and the apparent obsession over its economic value, some reasonable metric of the economic impact of designation, or a reasonable proxy thereof, must be available. These are some of the facts that should be addressed via the designation process in an attempt to inform Driftwood Residents and City of Saint Petersburg decision makers, and assuage what I believe to be ill informed fears of financial loss associated with the designation. To date, I’ve seen a fair amount of what I consider fear mongering related to the potential designation, but I’m optimistic that actual facts can be used to assuage any unwarranted fears.

Despite my strong support for the designation, I am not unconcerned with its potential effect, including its economic effect. While I fully support preserving the character of Driftwood, I don't want to see unnecessarily burdensome restrictions placed on property owners, so that the increased cost of maintenance, or making reasonable upgrades, prevents those activities from occurring. I don't believe that such an increase in cost is a necessary outcome of the designation, and I anticipate that these concerns will be adequately addressed through the development of guidelines for the potential new historic district. I have no meaningful background in, or knowledge of, architectural styles, but even the untrained eye can observe that Driftwood contains a variety of styles and characteristics. My expectation is that this eclectic nature will present some challenges for developing guidelines for Driftwood, and that such guidelines will necessarily require considerable diversity and flexibility to accommodate preserving the existing character. In turn, this flexibility should serve to establish reasonable limits on any additional burdens placed on existing properties by the designation, including any increased costs associated with maintaining or redeveloping consistent with those guidelines.

I ask that you keep the above in mind as we all work to continue the historic designation process for Driftwood. I thank you for taking the time to read and contemplate my concerns.

Sincerely,

Shepherd R Grimes

Your Sunshine City
Richard and Bonnie Agan  
251 Driftwood Rd SE  
St. Petersburg, FL 33705

Sept. 15, 2018

Distinguished members of the St. Petersburg Community Planning and Preservation Commission,

As residents of Driftwood for 16 years, we feel incredibly privileged to live in this special place, along with a responsibility to preserve it. Although we do not live in one of the original Dodd houses, our street was developed after WWII with loving regard to Driftwood's majestic old oaks, long leaf pines, and tropical shrubs.

It's no coincidence that, when the city undertook a project featuring neighborhood videos for its website, Driftwood was the very first one chosen. It is obviously regarded as a city treasure.

A history of Driftwood was written in 1999 by Randell Dixon Dodd, son of artist and designer Mark Dixon Dodd, who laid out the winding roads and deep lots between 1936 and 1941, and created the 19 charming and unique homes still called "Dodd houses". He wrote: "In 1981 the Planning Division of St. Petersburg's Community Development Department conducted an extensive site survey of our city's architectural and historic resources. Their comprehensive published report identified two neighborhoods, Driftwood and Roser Park, as primary areas with 'strong site characteristics along with significant historic association and architectural uniqueness in that in each area one man envisioned and developed it so that the buildings were enhanced by their setting, and not vice versa.' Their final recommendation was that 'the architectural and natural site character and integrity of Driftwood should be preserved and maintained.'"

Today, 37 years later, we are asking the Community and Planning and Preservation Commission to fulfill the above recommendation by officially designating Driftwood for Historic Preservation.

With much appreciation,

Richard and Bonnie Agan

Cc: Derek Kilborn  
Laura Duvekot
February 2, 2018

VIA EMAIL: derek.kilborn@stpete.org
Derek Kilborn
Manager, Urban Planning and Historic Preservation Division
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Re: Proposed Driftwood Local Historic District

Dear Mr. Kilborn,

This firm represents Timothy and Janna Ranney, the owners of 2700 Driftwood Road South. As you are aware, their property is currently within the area proposed by several nearby homeowners for approval of a Local Historic District. The Ranneys, and several their contiguous neighbors, do not wish to be included in the proposed historic district or in an application to create a historic district, and hereby request their properties be removed from the proposed boundary as soon as possible.

Mr. Ranney spoke at the neighborhood meeting on January 17, 2018 and expressed his opposition. At that time, the individuals coordinating the application agreed to exclude the Ranneys. However, those individuals have since unilaterally rescinded their agreement, and have indicated they are now unwilling to exclude the Ranneys’ property from the proposed district boundary. The Ranneys want the ability to build an appropriate home for the area without the unnecessary costs, extended timeframes and governmental oversight created by being in a historic district. They have therefore asked us to prepare this letter formally advising the City and the neighbors of their request to be removed.

In addition to the Ranneys, the contiguous neighbors listed below do not want to be within the boundaries of the proposed historic district. The following neighbors have signed statements (attached hereto) indicating their request to be excluded from the proposed boundary and any application to create a Local Historic District in the Driftwood area:

Ralph and Candace O'Brien, 2720 Driftwood Rd S
Julia McDowell, 2736 Driftwood Rd S
Eduardo Zavala, 2620 Driftwood Rd S
Christopher Keller, 2680 Driftwood Rd S
Peter and Yvonne Pav, 2660 Driftwood Rd S
The Ranneys bought their property because they love the location, and they plan to build a home on their property that is consistent with the neighborhood and landscaped in harmony with the surrounding area. But they and their neighbors do not wish to be in the proposed historic district, and respectfully request that they be excluded before a vote is sent out to the neighborhood or an application filed with the City.

Sincerely yours,

Anne Q. Pollack

cc: Laurie MacDonald
I am the owner of the Property located at 2620 Driftwood Rd S, Saint Petersburg, Florida. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

Eduardo Zavala
We are the owners of 2620 Driftwood Road South, St. Petersburg, Fl, which we recently purchased. Only after purchasing our property did we learn of the plan to apply for historic district designation for the Driftwood neighborhood. We also learned that our new property is within the boundaries of the proposed historic district.

We both appreciate and are greatly interested in history, and have no objection to a historic district. We do not, however, want our property to be included in the proposed historic district. We purchased it for a family home, with the intent of updating it for our needs while respecting the look and “feel” of the neighborhood. It is uncomfortable to think that this movement for an historic district, of which we were unaware, could infringe on our plans.

We therefore request that our property not be included within the boundaries of an historic district.

Respectfully,

Eduardo Zavala and Michelle Harris
I am the owner of the Property located at 2720 Driftwood Rd S, Saint Petersburg, Florida. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

Ralph O'Brien

Candace O. Berner
I am the owner of the Property located at 2660 Driftwood Rd S, Saint Petersburg, Florida. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

[Signature]

Peter Pav
I am the owner of the Property located at 2736 Driftwood Rd S, Saint Petersburg, Florida. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

[Signature]
Julia McDowell
I am the owner of the Property located at 2680 Driftwood Rd S, Saint Petersburg, Florida. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

[Signature]

Christopher Keller
To: Derek Kilborn  
Manager, Urban Planning and Historic Preservation Division  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  
derek.kilborn@stpete.org

From: Chris Keller  
2680 Driftwood Rd S  
St Petersburg, FL, 33705

Date: February 2, 2018

Subject: Proposed Driftwood Local Historic District

Mr. Kilborn,

I am the homeowner at the address listed above and I am writing to you in regard to the proposed designation of Local Historic District for the Driftwood area. My home is within the proposed boundary, but I respectfully request that you exclude my home and property from this designation. There is nothing historic nor even noteworthy about my home or property. Further, I have intentions of improving the property from its humble beginnings and do not want to incur the additional time, cost and scrutiny that accompanies historic designation.

Please note that I have also signed an affidavit joining a group of adjacent neighbors requesting exclusion from the Driftwood Local Historic District. I also support those in the area who have homes and properties that have historic interest, but I was compelled to personally convey my request under separate cover to reinforce my standing.

You may contact me at any time if you have any questions about my request to be excluded from this historic designation.

Regards,

[Signature]

Chris Keller  
727-488-4446
We are the owners of 2620 Driftwood Road South, St. Petersburg, Fl, which we recently purchased. Only after purchasing our property did we learn of the plan to apply for historic district designation for the Driftwood neighborhood. We also learned that our new property is within the boundaries of the proposed historic district.

We both appreciate and are greatly interested in history, and have no objection to a historic district. We do not, however, want our property to be included in the proposed historic district. We purchased it for a family home, with the intent of updating it for our needs while respecting the look and “feel” of the neighborhood. It is uncomfortable to think that this movement for an historic district, of which we were unaware, could infringe on our plans.

We therefore request that our property not be included within the boundaries of an historic district.

Respectfully,

Eduardo Zavala and Michelle Harris
To: Derek Kilborn  
Manager, Urban Planning and Historic Preservation Division  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731-2842  
derek.kilborn@stpete.org

From: Chris Keller  
2680 Driftwood Rd S  
St Petersburg, FL, 33705

Date: February 2, 2018

Subject: Proposed Driftwood Local Historic District

Mr. Kilborn,

I am the homeowner at the address listed above and I am writing to you in regard to the proposed designation of Local Historic District for the Driftwood area. My home is within the proposed boundary, but I respectfully request that you exclude my home and property from this designation. There is nothing historic nor even noteworthy about my home or property. Further, I have intentions of improving the property from its humble beginnings and do not want to incur the additional time, cost and scrutiny that accompanies historic designation.

Please note that I have also signed an affidavit joining a group of adjacent neighbors requesting exclusion from the Driftwood Local Historic District. I also support those in the area who have homes and properties that have historic interest, but I was compelled to personally convey my request under separate cover to reinforce my standing.

You may contact me at any time if you have any questions about my request to be excluded from this historic designation.

Regards,

Chris Keller
727-488-4446
I am the owner of the Property located at 2608 Driftwood Rd S, St. Petersburg, FL. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

[Signature]

Eric Higgs 2.3.18
Dear Mr. Kilborn,

Yesterday, via the included email, we sent you an historic district exclusion request from an additional contiguous neighbor, the Rixons. Today, please find an additional signed exclusion request from an additional contiguous property neighbor, the Higgs family at 2608 Driftwood.

This represents a total of eight contiguous property owners on the southwest end of the area commonly referred to as the "Driftwood Neighborhood" who are formally requesting to be excluded from any attempt to create an historic district that includes our properties.

As before, if you need any clarification pertaining to this request or additional information, please feel free to contact Tina Fischer at your convenience. Thank you in advance for your attention in this matter.

Regards,

Janna Ranney
Since yesterday, and addition additional contiguous property owner has joined our request. Attached, please find a signed request from the Rixon family at 2675 formally requesting that their property be excluded from the boundary area for the proposed historic district. This represents a total of seven contiguous properties formally requesting to be opted out of any submission that the group promoting historic designation may attempt to submit to your office.

Thank you in advance for your attention to this matter. If any additional information is required pertaining to this request of the attached form, please feel free to contact Tina Fischer. I am sure you have her number.

Regards,

Janna Ranney

<scan.pdf>
I am the owner of the Property located at 2675 Driftwood Rd S, St. Petersburg, FL. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

Michael Rixon

Lucy Rixon
Laura Duvekot

From: Derek Kilborn
Sent: Thursday, February 15, 2018 10:41 AM
To: Michael Dema; Laura Duvekot; Larry Frey
Subject: RE: Sea Level Rise / Flood Safety vs. Historic Designation for the Driftwood Neighborhood

Thank you Michael. Laura, please note for the file. Thanks.

From: Michael Dema
Sent: Thursday, February 15, 2018 10:20 AM
To: Derek Kilborn <Derek.Kilborn@stpete.org>; Laura Duvekot <Laura.Duvekot@stpete.org>; Larry Frey <Larry.Frey@stpete.org>
Subject: FW: Sea Level Rise / Flood Safety vs. Historic Designation for the Driftwood Neighborhood

All,

Please see below email exchange between CM Rice and a citizen in the Driftwood neighborhood. Make sure that this makes it into the record for the case going forward.

Thanks,
Michael

From: Judy A. Tenison
Sent: Thursday, February 15, 2018 10:17 AM
To: Michael Dema <Michael.Dema@stpete.org>; Jacqueline M. Kovilaritch <Jacqueline.Kovilaritch@stpete.org>
Cc: Kewa Wright <Kewa.Wright@stpete.org>; Cindy Sheppard <Cynthia.Sheppard@stpete.org>
Subject: FW: Sea Level Rise / Flood Safety vs. Historic Designation for the Driftwood Neighborhood

Good morning,

Please see message below. It appears that Janna Ranney sent the same message to each CM individually.

Judy Tenison
Administrative Aide
Office of City Council
P.O. Box 2824
St. Petersburg, FL 33731
(727) 551-3305 / Fax: (727) 892-5360
Judy.Tenison@stpete.org

Please note all emails are subject to public records law.

From: Darden Rice
Sent: Thursday, February 15, 2018 9:59 AM
To: Janna Ranney
Cc: Shaun Amarnani, Trenam Law; Justin L. Dees, Trenam Law; Judy A. Tenison
Subject: Re: Sea Level Rise / Flood Safety vs. Historic Designation for the Driftwood Neighborhood
Hi, Janna.

I appreciate your thoughtful and informed note.

Please understand that the likelihood of this coming before Council as a quasi-judicial matter prevents me from a back-and-forth dialogue. Shaun can explain how the quasi-judicial process works. Normally, I would not reply at all, but I can tell you put some thought into your letter and addressed it directly to me personally, and I did not want “radio silence” to be the response as if you are being ignored or dismissed. There’s just a different process we have to follow here and I have to give the same little speech to everyone. So bear with me on that.

I am copying Judy Tenison to send this email to our land development city attorney Mike Dema to make sure this is part of the public record and to file accordingly if it becomes quasi-judicial.

You can reach out to staff for more information, such as Derek Kilborn, who leads our historic preservation and planning department. (Just not council members who serve as ‘judges’ in a quasi-judicial matter.)

Thank you for your understanding.

CM Darden Rice

Sent from my iPad

On Feb 14, 2018, at 6:03 PM, Janna Ranney <ianrrann@gmail.com> wrote:

Dear Honorable Councilwoman Darden Rice,

I am writing to you as a concerned citizen and property owner who believes historic preservation is both appropriate and necessary under circumstances where it is accomplished in accordance with St. Petersburg’s progressive stance on preparing for climate change. I hope you agree, potential loss of life, safety, and property damage from climate change takes precedence over historic designation.

Last year, I purchased a non-historically designated property in an A-rated flood zone located at 2700 Driftwood Road S., in the Driftwood neighborhood. Its exact location is indicted on attached flood zone map. I made plans to demolish the existing house as the house sits in an A-rated flood zone, the water level in Tampa Bay is rising, and the existing house currently represents a significant safety risk of flooding during hurricanes and other flood events. In response to my filing for a demolition permit, Preserve the Burg and certain neighbors decided to submit an application to designate the entire Driftwood neighborhood as historic, to stop the demolition.

I moved to St. Petersburg because it is a progressive city which at the same time respects and honors its history. For a city on the water, climate change poses many significant challenges for both our citizens and City leaders. Certainly one of these challenges is maintaining our City’s character while keeping our residents safe. I hope our City officials will recognize the prudence of applying proactive measures and encourage homeowners in A-rated flood zones to rebuild their properties to comply with current FEMA regulations. While it might seem as though everything is fine right now with the existing homes in Driftwood, please consider the long term impacts of climate change in the years to come. There will be a point where a majority of the existing flood zone houses in Driftwood will no longer be safe without being rebuilt.

Driftwood neighbors leading the charge for a neighborhood historic district told me they would exclude my property from their application. They also agreed to exclude several other properties, all
contiguous to mine, and also located in the A-rated flood zone. I found out later, these same neighbors worked behind closed doors with Preserve the Burg to keep our properties within the proposed border for their historic district application, thus shutting my neighbors and me completely out of the process. This historic district designation will impact A-zone properties in a tremendously different manner than in other St. Petersburg historic neighborhoods. Had I been involved, I would have presented my concerns to my neighbors regarding climate change and flooding issues, as I have shared with you.

Addressing climate change is a tough process that will require strong leadership in the future. Dealing with the issue will get even tougher if we decide to inconsistently address the problem. At this point, I strongly urge you to not entertain this first-of-its-kind historic district proposal over a neighborhood that is primarily in an A-rated flood zone. At a minimum, please use your broad authority to allow those property owners in A-rated flood zones to opt out of a neighborhood historic district for Driftwood. The potential for loss of life, injury, and damage to property is too great and it outweighs any potential benefits of historic preservation.

Thank you for your time.

Best regards,

<Screen Shot 2018-02-14 at 5.31.44 PM.png>

Janna Ranney

<2700 Driftwood Rd.png>
Good Afternoon - In the attached document are some serious thoughts for you to consider before placing your vote for the potential Driftwood historic designation.

Thank you for your time regarding this very important matter.

Best regards, Janna Ranney
February 15, 2018

Re: Sea Level Rise / Flood Safety vs. Historic Designation for the Driftwood Neighborhood

Dear Driftwood Neighbor:

I write to you as a deeply concerned neighbor regrading the potential historic designation of our beautiful Driftwood neighborhood. My husband and I bought in Driftwood because we love the Old Florida feel of the area and were told it was a friendly neighborhood with a "live and let live" philosophy; a philosophy that harks back to times past. I believe the historic designation movement for Driftwood goes against this philosophy.

We were not actively involved in, nor aware of the proposed plan for a historic designation in Driftwood until late in the game. Had we been given the opportunity to participate, we would have encouraged the neighborhood to reflect on some of the major consequences of historically designating Driftwood and how this decision could adversely affect our neighbors and our neighborhood.

We do not know if it was a strategy of divide and conquer by Preserve the Burg and others, but we were initially told by the proponents of the designation that our property and subsequently eight of our contiguous neighbors on the west side, would be excluded in the application to historically designate Driftwood. Recently we were told these promises are not going to be kept.

Based on this experience, we have serious reservations and doubts with trusting whether Preserve the Burg and other historic designation proponents are looking out for our best interests. We were not invited to numerous neighborhood meetings that discussed the historic designation and thus, we did not have the opportunity to participate in the process.

Had we been included in the process, we would voiced major concerns for the potential historic designation of the Driftwood neighborhood that include:

1. Our neighborhood is mostly in an A-rated flood zone as indicated on attached map. The Historic Code has no process to accommodate properties in flood zones. Only a few of the houses in Driftwood are built to withstand flooding from a hurricane or the rise of Tampa Bay due to climate change.
Insurance rates skyrocketed a few years ago when the national flood insurance program was cancelled. Homes not built to FEMA requirements pay a substantial premium. It is not unreasonable to foresee flood insurance rates for our non-compliant homes rising to $20k+ per year at some point. Homes that are not maintained to minimum standards are likely to not be eligible for insurance. This may cause many homes in Driftwood to become derelict or unsaleable, not only due to natural occurring disasters, but owners may not improve their properties if they are uninsurable.

There are too many unknowns about this issue that give us pause. To our knowledge, the City has never designated an A-rated flood zone neighborhood in the past. We feel strongly that property owners in A-rated flood zones should have the option to opt out of any potential historic district.

2. Last year, we all had the helpless feeling that Hurricane Irma was going to directly hit St. Petersburg. Under the Historic Code, we may not be able protect our homes until our current homes are destroyed by such a natural disaster. In order to demolish a building under the Historic Code, one must “demonstrate there is no reasonable beneficial use of the property.”

This is a life and safety issue. We all care more about our own and our neighbors’ safety during a hurricane than any potential benefit of a historically designated property.

3. The historic design standards were created for neighborhoods built in the 1920s and 1930s. As far as we know, all homes and neighborhoods granted a historic designation were built and established decades before Driftwood. Overlaying these design standards on a non-historic neighborhood like Driftwood will create a high level of unpredictability and confusion, likely causing a significant delay in approval as well unnecessary time, money, and stress just to perform routine exterior maintenance. The City of St. Petersburg Historic Code requires city approval for doors, roofs, windows, hurricane shutters, and other architectural features and that these features be styled closely as is original to the home. This may facilitate custom fabrication.

We would like to reiterate that we are not against the concept of historic preservation and designation for certain neighborhoods. However, given the uncertainties mentioned above, we are fully against the historic designation for Driftwood.

If any of the issues appeal to you as a valid concern, we strongly recommend you vote "No" when you receive the ballot to designate the neighborhood. If you are on the fence or even have a hint of doubt, please reach out before you vote.
If you are interested in learning more about the real consequences of historic designation, we will volunteer to have Shaun Amarnani of Trenam Law, one of our real estate and land use attorneys, give a presentation on the complicated and real issues with historic designation and how Driftwood could be impacted. Shaun formerly worked as a manager for the City of St. Petersburg City Development Administration and he is very familiar with the City’s Historic Code. Prior to that, he also sat as the attorney for two Tampa historic review boards, the Architectural Review Commission and Barrio Latino Commission, when he was an attorney for the City of Tampa.

For more information or if you would like to join us in our mission stop the Driftwood historic designation process, please email me at jannrann@gmail.com or call at (727) 599-3200.

Best regards,

Janna Ranney
I am the owner of the Property located at 2600 Driftwood Rd SE, St. Petersburg, FL. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

[Signature]

RUVANE RICHMAN
I, Mark Brumby, am the owner of the Property located at 2510 Driftwood Rd SE, St. Petersburg, FL. I am aware of the current application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. Just as the boundaries were re-drawn to exclude properties at the west end of the neighborhood, I request that my property also be excluded as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

Mark Brumby

PHONE: (727) 458-7948

EMAIL: markb@rezmagic.com
Good Afternoon Ladies and Gentlemen,

I am a 23 year resident of the Driftwood neighborhood. Attached please find my request for opt out status of the Historic designation for the neighborhood. I believe that inclusion of waterfront properties will place undue hardship on myself and other properties on the waterfront due to our vulnerability from potential storm surge and sea level rise, increased costs of maintenance and additional factors.

I am also attaching an Opt out request from my next door neighbor, Ruvane Richman, owner of 2600 Driftwood Rd SE. He is in the process of relocating from Seattle to St. Petersburg.

There are currently nine waterfront properties opposed to the designation.

I have two questions that I would appreciate answers to in regard to the upcoming hearing:

1. What is the date and time of CPPC quasi-judicial hearing?

2. Are we allowed to use Power Point and/or other media tools in our remarks at the hearing and is there a specific time limit that we are allowed to make our case.

Thank you in advance for your consideration and I look forward to your responses.

Regard,

Mark Brumby
I am the owner of the Property located at 2600 Driftwood Rd SE, St. Petersburg, FL. I am aware of the current plan to file an application to designate the Driftwood Neighborhood as an historic district, and I have been made aware that my property is within the boundary of the proposed district. While I have no objection to the creation of this historic district, I do not want my property to be included as part of the proposed district.

By my signature below, I am requesting that my property be removed from the boundary of the proposed Driftwood Historic District.

[Signature]

REVANE RICHMAN
March 14, 2018

Elizabeth Schuh  
160 International Parkway, Suite 180  
Lake Mary, Florida 32746

RE: Your email and letter dated March 11, 2018, relating to 2420 Driftwood Road SE

Dear Ms. Elizabeth Schuh:

This is a letter of response to your email dated March 11, 2018, and relates to property located at 2420 Driftwood Road SE. My name is Derek Kilborn, Manager, Urban Planning and Historic Preservation Division (“UPHP”). The UPHP is responsible for administering the City of St. Petersburg’s Historic Preservation and Archaeological Overlay and related programs. The following information is organized to specifically address each of your concerns and provide additional direction, where appropriate.

According to the Pinellas County Property Appraiser’s Office (“PCPAO”), Daniel B. Schuh, is the registered owner of two (2) tax parcels (31-31-17-22590-000-0010 and 31-31-17-22554-000-0021) located at 2420 Driftwood Rd. SE. The mailing address for the registered owner is the same as the subject property. This mailing address was used for all official correspondence from our division.

Non/Support by Daniel B. Schuh

On February 8, 2017, Laura Duvekot, Historic Preservationist, received an email sent by Laurie MacDonald with copy to BJ Sheffield, Trish Moore, and Peter Meinke, indicating that a draft application was in process. Duvekot responded to this email asking for a list of parties to be named as applicants on the ballot distribution. Sheffield replied with a list of 25 individual names. Since several of the names appeared to be nicknames, Duvekot cross-referenced the PCPAO records for accuracy and the names were updated accordingly. Sheffield was then asked to confirm the updated list, which she did by email response. As you correctly noted, the list includes names of individuals who are not property owners; these names were included on the [ballot] cover letter in order to identify every individual who was presented as part of the organization effort.

On February 16, 2018, ballots were distributed to all registered property owners of tax parcels within the proposed boundary. A copy of the cover letter and ballot is attached. On February 26, 2018, Sheffield emailed Duvekot to inform her that Daniel B. Schuh never agreed to inclusion on this list of names and should be removed from the application. The email was copied to Laurie MacDonald, Trish Moore, Peter Meinke, Daniel Schuh, and callmepaco@gmail.com. Duvekot replied that the application had not been formally submitted and that Schuh’s name could be removed by the applicants before filing the application.
In addition to the opportunity for comment at the two (2) public hearings, you may also submit a letter of opinion to be included in the staff report. If submitted at least seven (7) days prior to the Community Planning and Preservation Commission public hearing, your letter of opinion will be included with the initial staff report and other attachments.

Ballot Process

The ballot process was established in 2015 as a mechanism for improving upon an earlier petition process that included a number of deficiencies. The ballot process is designed to ascertain support for initiating a local historic district designation application. The outcome of the ballot process is not a legal designation, which can only be granted by ordinance through the City Council.

The ballot process begins with direct mail notice to all registered property owners within the proposed district boundary. This information is collated by the City’s Computer Systems Coordinator using official records from the PCPAO. In the case of trusts, the PCPAO usually lists a primary contact for the trust separate from the treasurer; a letter and ballot are sent to both. Ballots are sent by City Staff using a Certificate of Mailing through the United States Postal Service (“USPS”). Remitted ballots are returned to our office, where they are date stamped by the Administrative Assistant, recorded in a tracking log, and then filed through Duvekot in the application folder. This process of distribution and collection is controlled by City Staff in order to mitigate any accusations of exclusion or omission.

The objective of the ballot process is to obtain a signed authorization from the owners of record indicating their support for, or opposition to, initiating a local historic district designation application. During development of the ballot process with City Council and the City Attorney’s office, it was determined that a unique tracking number would not be required for each individual ballot. Furthermore, it was determined that the original ballot was not required and that signed authorization may be remitted on a photocopy; however, the remitted ballot must include the printed name, street address, signature of the registered property owner, and date. Regarding possible forgeries, the official ballot states, “A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.” The City has not received a ballot for the subject property at 2420 Driftwood Rd. SE.

Coastal Resiliency and Sea Level Rise

The subject property is located in Flood Zone AE with a base flood elevation line of 8.00 feet. Your letter notes, and City Staff acknowledges, the competing goals of historic preservation with coastal resiliency. While certain exemptions from federal flood regulations exist for designated properties and building modifications are possible, concerns about personal safety, homeowner’s insurance, and property damage remain. City staff is currently researching the impact of local historic district designation on efforts to improve coastal resiliency and will address this concern in the final report and presentation.

History of Driftwood Neighborhood

The application narrative submitted with the designation application includes extensive details about the history of the Driftwood neighborhood. Your letter states that the application includes, “...false information about Driftwood’s history...” These descriptions are important not only for processing the application, but also for maintaining an accurate historic record of the neighborhood. Our historic preservation staff welcome an opportunity to meet with you to discuss these specific statements regarding historic accuracy.
Conclusion

The UPHP is most interested in administering a fair process that respects input from all interested parties. I hope the information provided here demonstrates a sincere effort and helps to explain the areas of concern outlined in your letter. If you have any questions, comments, or require additional information, please do not hesitate to contact me.

Respectfully,

Derek S. Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
City of St. Petersburg, Florida
(+1) 727.893.7872 Ms. Elizabeth S

Attachments:

- Original letter by Elizabeth Schuh dated March 11, 2018
- Email exchange regarding status of Daniel B. Schuh
- Official cover letter and ballot
- Ballot distribution list
Dear City Council,

My name is Elizabeth Schuh. I am writing to you as the representative and power of attorney for my 80 year old father, Daniel Schuh, who is the property owner of a home at 2420 Driftwood Rd SE and the longest living resident in Driftwood.

I am highly concerned about the tactics used my father’s neighbor, Laurie Macdonald, along with her partner, Peter Belmont from Preserve the Burg, to get Driftwood designated as a local historic district. These individuals placed my father, an elderly man with major health issues including cognitive problems, on a Driftwood historic designation application without his knowledge and then circulated it to the City of St. Petersburg staff and my father’s neighbors. Laurie Macdonald did not contact me, otherwise I would have communicated his wishes against the historic designation. His support on this issue in particular could negatively impact him financially and jeopardize his ability to continue living in the neighborhood he loves so much. I cannot believe these proponents of historic designation would stoop to this level and take advantage of our elderly.

Besides the lies regarding my father’s support, the fact that my father’s house sits in a flood zone, and that there are a lot of other inherent problems with the costs associated with maintaining a historic house, my father and I think this process is tremendously unfair for the following reasons:

1. I read the historic district application provided by the proponents of designation. The following 7 people are not property owners who are eligible to vote for a Driftwood historic designation but they misleadingly showed up on the application in support of a Driftwood District:
   1. Rebekah Pulley
   2. Pamela McMullen
   3. Carolyn Bradfield
   4. Jennifer Hardin
   5. Gail Halsey Collins
   6. Kathryn Krzystan
   7. Jennifer Lee Grimes

2. Even worst, the City Staff sent out the historic district ballots with all of these falsified names, including my father, and they were placed on the ballot as “applicants” for the district (see attached). I don’t know why the ballots were written like this. One can only assume that it appears that names were placed on the ballot in order to show favoritism for support of the District. This would be comparable to a ballot for your city council elections that contained all of the endorsements of your opponents (along with some fake endorsements). This fearmongering tactic also influences any future district vote because now neighbors think my dad is a historic district supporter, which he is not, and he cannot walk the neighborhood to tell all of his neighbors that he is completely against a Driftwood designation.

3. The ballots also appear to be easily subject to tampering. There are no tracking numbers on the ballots to confirm that the ballots are unique. There are also no City return envelopes. What’s to say that one of the proponents of preservation couldn’t just copy the form, adjust the name, and turn in a forged ballot for a neighbor who they know is out-of-town? This may seem far-fetched, but given that my father was taken advantage of, I would approach everything involved in this process with a high level of skepticism.
4. The application also has other false information about Driftwood's history that, again, compounds my concern about the legitimacy of this process.

Do not let these proponents of designation get away with what they are doing. There comes a time when common decency should prevail over those who clearly abuse the process for personal desires and gain. We are counting on you to make this right and rework this process in a way that is honest and legitimate.

Due to the mistrust I've gained of forces driving historic redistricting and the significant infringements a small majority can force on unwilling and/or uninformed property owners, I request disclosure on how the City validates;

- All legal property owners including identifying the legal agents associated with corporations, trusts and estates;
- The receipt of official notifications to all affected and legal property owners; and
- Each returned ballot is original and signed by a valid owner or owner’s agent.

In addition to these more general and standard concerns for all of St. Petersburg residents, I would like to know what steps the city takes to protect elderly residents from unknowingly being subject to fraud during the historical designation process, and if there are any penalties for those who knowingly falsify applications for local historic districts?

Sincerely,

Elizabeth Schuh
Good morning –

The draft version of the application that was submitted on 2/12 lists Mr. Schuh among the applicants; you/the applicants can modify that document before final submission to reflect a change in this list of applicants. I will be sure to confirm that the list of applicants is accurate and have noted the request for this change. Thank you for the update.

Regards,
Laura Duvekot
Historic Preservationist II
Urban Planning & Historic Preservation
City of St. Petersburg, Florida
727.892.5451
laura.duvekot@stpete.org

Dear Laura,

It has been brought to our attention in a very public fashion that one of the names on our application never agreed to that inclusion. I have made an apology for the misunderstanding and hope that since we are still in DRAFT mode we can remove that person’s name from the Driftwood Historic District application. Please let me know if you need this request for removal in writing with their signature or if I can simply request that you remove Daniel B Schuh’s name from the application?

I request this removal be done prior to submission of the real application. I have copied all parties in this email.

Sincerely,
BJ Sheffield
727-460-8141c
Driftwood Historic District Initiative
Instructions for Ballot to Determine Support/Opposition of an Application for the Designation of the Proposed Driftwood Local Historic District

File Number: HPC 17-90300006

Boundaries of Affected Area: Roughly, 24th Avenue Southeast, the rear parcel lines of properties located on the 2700 block of Driftwood Road South, Beach Drive Southeast, and Tampa Bay, as shown below.

Legal Description: Pearson Subdivision, Lots 1 and 2; Driftwood, Lots 1 through 22; Driftwood First Addition, Lots A and 1 through 17; and Driftwood Second Addition, Lots 1 through 14

Applicants:
Laurie Macdonald
Belinda Sheffield
Ann Sackett
Martha Sammy
Bruce Ahern
Tira Myers
Bonita Agan
F. Thomas Shay
Winton Morrison
Rebekah Pulley
Mordecai Walker
Daniel Schuh
Orion Ayer
Mary P. Moore
Peter Meinke
Pamela McMullen
Arthur Skinner
Carolyn Bradfield
James Studdiford
Richard Agan
Gail Halsey Collins
Siddie Morrison
Sheppard Grimes
Emmanuel Roux
Kathryn Krystan
Miriam Gregg
Terence Moore
Jeanne Meinke
David McMullen
Katrina Van Tassel-Skinner
Donald C. Myers
Jeff Thompson
Marilyn Shay
Lynne McDonald
Robert Pastore
Jennifer Lee Grimes
Jennifer Hardin
Robert Krystan
Ronald Gregg

Request: Listing of the Driftwood Local Historic District in the St. Petersburg Register of Historic Places

Dear Property Owner,

Per the St. Petersburg City Code, Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5.2.a, you are receiving this notification and attached ballot because you are the owner of property that is located within a proposed local historic district. A public information session regarding this application, of which your household was directly noticed, was held on January 17, 2018 at the Friends’ Meeting House. If you were unable to attend the meeting or have additional questions about the impacts of this proposal, please contact City staff using the information listed below.

The support of property owners representing more than 50% of the subject tax parcels is required for the application process to proceed. This vote will not finalize the designation of the above-referenced local historic district, rather it is required in order for the application to be considered by the Community Planning and Preservation Commission (CPPC) and the City Council.

Process for Tallying Votes
Each tax parcel is counted as one vote, regardless of the number of owners registered to that property. However, in the case of properties with multiple owners, each registered owner will receive a ballot and have the opportunity to vote. If ballots representing conflicting votes among multiple owners of a single tax parcel are received, the vote for that parcel will be counted as a vote of non-support. If there are multiple owners of a property and only one ballot has been received by Monday, April 16, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Properties from which no ballot has been returned by Monday, April 16, 2018 will be considered to express nonsupport/opposition.

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Page 1 of 2
There are fifty-one (51) parcels within the proposed district. If support from the owners of twenty-seven (27) properties and all other materials required for the submission of a designation application, including an application fee, have been provided to the City, then the district application will be certified complete and proceed to quasi-judicial hearing and review by the CPPC. Once a district application has been certified complete, no permits shall be issued for any exterior alterations, demolitions, or new construction, except in cases of ordinary repair and maintenance, until the City Council has rendered a final decision on the designation request.

Next Steps in the Designation Process

Both you, as a property owner, and the owners of properties within 200 feet of the proposed boundary, will be notified a minimum of ten days prior to the CPPC quasi-judicial hearing. This hearing will include a presentation by City staff of an analysis of the potential district’s historic significance and integrity. This will be followed by a presentation from the applicant and an opportunity for public input. After hearing from staff, the applicant, and any interested parties, the CPPC will vote for or against recommendation of designation of the proposed district.

Within 60 days following the CPPC meeting, the City Council will evaluate the proposed district designation at a quasi-judicial hearing. Property owners and owners of properties within 200 feet of the proposed boundary will again be notified a minimum of ten days prior to the quasi-judicial hearing of its time and location. The hearing will be conducted in the same manner as the CPPC hearing and followed by a discussion and final decision of the City Council.

Effects Should the Proposed District Application Be Approved

If the application is approved by the City Council, your property will be recorded as either a contributing or non-contributing property within the local district. As such, a Certificate of Appropriateness (COA) will be required for future exterior alteration, new construction, demolition, or relocation. The COA process is essentially a design review that is generally conducted concurrently with the issuance of other necessary building or demolition permits. The process, which has recently been streamlined, is not designed to hinder owners’ ability to update and maintain their properties, but aims to ensure the sensitivity of exterior alterations and additions to the historic nature of a designated district or individual local landmark.

Ballot Remittance and Status Updates

Contact Laura Duvekot, Historic Preservationist, at 727.892.5451/laura.duvekot@stpete.org or visit www.stpete.org/history for further information on the City’s historic preservation program and this application.

Please consider your choice of support or opposition/nonsupport and return the attached ballot to:

Official Ballot, Driftwood LHD
c/o Laura Duvekot
Urban Planning & Historic Preservation Division
PO Box 2842
St. Petersburg, FL 33731-2842

Signed ballots must be postmarked on or before Monday, April 16, 2018 or delivered in person by 4pm on that date to the Urban Planning & Historic Preservation Division, 8th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg. Please note that the results of this vote are not exempt from relevant public records laws.

Respectfully,

Derek Kilborn, Manager
Urban Planning & Historic Preservation Division
Planning and Economic Development Department

February 16, 2018
Page 2 of 2
I, ____________________________, owner of the property located at
________________________________________, St. Petersburg, Florida 33705,

☐ SUPPORT
☐ DO NOT SUPPORT

the initiation of an application for designation of the Driftwood Local Historic District in the St. Petersburg Register of Historic Places. The proposed district boundary includes the fifty-two (52) properties roughly bounded by 24th Avenue Southeast, Tampa Bay, the rear parcel line of properties along the 2700 block of Driftwood Road South, and Beach Drive Southeast.

A forged signature is an illegal signature that may be prosecuted accordingly; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

________________________________________
(Signature)                                      (Date)

Ballot Instructions:
Please sign and return this ballot on or before Monday, April 16, 2018. The ballot may be:
- Delivered in person to the Urban Planning and Historic Preservation Division, 8th Floor of the Municipal Services Center, One Fourth Street North, St. Petersburg, FL 33701;
- Mailed to Official Ballot, Driftwood LHD c/o Laura Duvekot, Urban Planning & Historic Preservation Division, PO Box 2842, St. Petersburg, FL 33731-2842.

A demonstration of support from 50% + one (1) of the tax parcels located within the proposed boundary is required for this application to proceed to the Community Planning & Preservation Commission (CPPC) and City Council. The final decision regarding this application will be determined by City Council action, not by the outcome of this vote. The application will be deemed complete immediately upon receipt of "support" votes representing at least twenty-seven (27) of the fifty-one (51) tax parcels within the proposed district a complete application for the designation of the proposed area as a local historic district, and a processing fee from the applicant.

The response for each tax parcel will be counted as one (1) vote; in the case of conflicting votes among multiple owners of a single tax parcel, the vote will be counted as nonsupport. If there are multiple owners of a property and only one ballot has been received by April 16, 2018, then the vote indicated on the returned ballot will be counted for the entire parcel. Following return of the ballot, your position may not be changed.

Ballots not received or postmarked on or before April 16, 2018 will be recorded as a nonresponse and counted as a "do not support" vote, except among multiple owners of a single tax parcel where one or more ballots have been remitted. These will be recorded as described above.

This vote is to initiate the application process only; it does not finalize the decision of whether a historic district will be officially created. If sufficient support is demonstrated and the application forwarded to the CPPC and City Council, you will be given a minimum of 10 days' notice of the public hearings at which you may provide input regarding the potential district designation.
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The following page(s) contain the backup material for Agenda Item: A resolution by the St. Petersburg Community Redevelopment Agency recommending City Council approve the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan. Please scroll down to view the backup material.
REQUEST

Community Redevelopment Agency recommendation that the St. Petersburg City Council approve the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan.

BACKGROUND

On August 2, 2018, St. Petersburg City Council approved Ordinance 333-H adopting amendments to the Intown Redevelopment Plan that increased by $115 million - from $117,354 million to $232,354 million – the public improvements in the IRP redevelopment program that can be funded by tax increment financing. Included as part of the $115 million increase was approval to use up to $5 million in City and County TIF contributions to assist the rehabilitation of historic properties east of 8th Street. “Historic” properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts. The Pinellas County Board of County Commissioners approved the amendments on September 13, 2018.

To distribute the public funding equitably, City Administration has devised a grant program to ensure as many eligible property owners as possible can potentially take advantage of the funding opportunity (see Exhibit A to attached resolution). The hallmarks of the program include:

- Requiring City Council approval of all grant awards;
- Allocating $1 million for the first round of grants beginning in late 2018, with an annual grant cycle;
- Capping at $250,000 cap on any individual grant award with no more than half of eligible costs being paid from City grant proceeds;
- Linking eligible and ineligible expenditures of the grant program to the City’s existing Ad Valorem Tax Exemption for Historic Properties program;
- Excluding grant applicants that have code enforcement liens or assessments or evidence of financial improprieties;
- Allowing properties within Intown that that have been formally Determined Eligible for Listing on the St. Petersburg Historic Register by the Community Planning and Preservation Commission to participate in the program; and
Requiring all grant awardees that are not currently St. Petersburg Historic Landmarks to designate their properties to ensure future renovations are reviewed by the City in accordance with the historic preservation ordinance.

City Administration has also created a scoring system to objectively evaluate and prioritize grant submittals. The scoring system, which is detailed in Attachment 4 of the resolution Exhibit A, includes the following elements:

- Historic Significance  up to 15 points
- Total Capital Investment  up to 10 points
- Investment in Rehabilitating Historic Features  up to 10 points
- Investment in Major Building Systems  up to 20 points
- Affordable Housing  up to 10 points
- Funding Need  up to 7 points
- Location along Central Avenue Corridor  5 points
- Current or Proposed Use  up to 7 points
- Existing Local Business Tenant  5 points

City staff will evaluate applications according to the criteria and prioritize them accordingly. The ranked applications will then be forwarded to City Council, which will make the final decision on the award.

RECOMMENDATION

The St. Petersburg Community Redevelopment Agency recommends that City Council APPROVE the attached resolution.

Attachment: Resolution
NO. 2018 - 

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE ST. PETERSBURG CITY COUNCIL ADOPT THE PROPOSED “HISTORIC REHABILITATION AND CONSERVATION GRANT PROGRAM” FOR THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, the St. Petersburg City Council approved amendments to the Intown Redevelopment Plan (IRP) in conformance with the requirements of Chapter 163, Part III of the Florida Statutes, which inter alia, provides $5 million in tax increment financing to fund rehabilitation and conservation of historic resources within Intown east of 8th Street; and

WHEREAS, where City Administration has created the IRP “Historic Rehabilitation and Conservation Grant Program” to equitably disburse funding for eligible property owners within Intown.

NOW, THEREFORE, BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg recommends the St. Petersburg City Council adopt the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan that is detailed in Exhibit A.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:  APPROVED BY:

__________________________  ____________________________
City Attorney (Designee)  City Development Administrator
Exhibit A

Historic Rehabilitation and Conservation Grant Program
Intown Community Redevelopment Plan
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

Purpose

St. Petersburg has one of the oldest downtowns in the state of Florida and the rehabilitation and conservation of historic properties has shaped its economic development for the last forty years. In addition to the preservation of such landmarks as the Renaissance Vinoy, Snell Arcade, Kress Building, Mirror Lake High School, the Mirror Lake Library, the Coliseum and Lawn Bowling Club and Shuffleboard Courts, dozens of other smaller-scale historic preservation projects have helped preserve the unique architectural and local character of Downtown.

To maintain this distinctive quality of Downtown, in 2018 City Council approved up to $5 million to the Intown Redevelopment Plan budget to support the continued rehabilitation and conservation of historic properties. See Attachment 1 for a map of the Intown Redevelopment Area.

This funding will be allocated to eligible properties defined below through a competitive grant process. City Council has found that the retention of a historic building is a substantial benefit to the health, prosperity, safety, welfare and economic well-being of the people. Preserving, protecting, perpetuating and using landmark sites and historic districts is promoted as public policy by the Historic Preservation Element of the Comprehensive Plan and implemented by the “Historic and Archaeological Preservation Overlay” of the City’s zoning ordinance, which identifies St. Petersburg landmarks and outlines the regulatory process for their protection (see St. Petersburg’s Land Development Regulations).

Eligible Properties

Historic properties located within the Intown Redevelopment Area are eligible for the grant program (see Attachment 1). “Historic properties” are defined as those listed individually on the St. Petersburg Register of Historic Places (SPRHP) or National Register of Historic Places (NRHP), or contributing buildings in St. Petersburg or National Register districts. Currently, there is one historic district partially located within the Intown Redevelopment Area—the Downtown St. Petersburg National Register District that was designated in 2004. For a list of Intown properties currently individually listed on the St. Petersburg or National Register of Historic Places, see Attachment 2. (To identify specific properties deemed contributing to a St. Petersburg or National Register district, please contact Planning and Development Services at 727-892-5451.)

In addition, properties that were determined eligible in 2006 for listing on the SPRHP may also take advantage of the program. Attachment 3 lists the properties that are currently deemed potential St. Petersburg historic landmarks based on a Determination of Eligibility. Properties not currently listed individually on the St. Petersburg or National Register of Historic Places, may undergo a Determination of Eligibility by City Historic Preservation staff to determine if their properties are eligible for listing. However, to apply for the IRP historic preservation grant,
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

A property must be formally deemed eligible for historic landmark listing by the Community Planning and Preservation Commission (CPPC), either as part of the 2006 group or by later action of the CPPC.

Award Amount

Applicants are eligible for an award up to $250,000 that will be reimbursable on issuance of a Certificate of Completion or Occupancy (depending on use) from the City of St. Petersburg’s Construction Services and Permitting Division, and inspection and approval of the work by historic preservation staff. The City award will not exceed more than fifty percent (50%) of the total eligible project costs.

In addition to the grant award, awardee properties may be eligible for a Rehabilitation Ad Valorem Tax Exemption (property taxes), Rehabilitation Tax Credit (federal income taxes), and Florida Building Code Exemptions.

Selection Process

Applications will be accepted on a rolling basis. The fall 2018 round of funding will total $1,000,000 with amounts in future rounds dependent on available “pay-as-you-go” funding in successive fiscal years of the Intown Redevelopment Plan Redevelopment Trust Fund. It is expected that in future years a Notice of Funding Availability will be issued in the fall with applications accepted in the winter. Funding will not be available to pay for the awards until May in any given year.

City staff will review the applications through the scoring system identified in Attachment 4 below. The ranked applications will then be forwarded to City Council, which will make the final decision on the award(s).

Post Award Review and Compliance

Awardees will be required to sign a grant agreement that stipulates their rights and responsibilities under the Historic Rehabilitation and Conservation Grant. In addition, a Certificate of Appropriateness review of interior and exterior work is required for all awardees. Awardees not listed on the St. Petersburg Register of Historic Places at the time of grant award must agree to be listed on the St. Petersburg Register to ensure that future work on the property is conducted consistent with the requirements of the historic preservation ordinance.
Eligible and Ineligible Costs (see Attachments 5 and 6)

The Historic Rehabilitation and Conservation Grant program is available to fund eligible exterior and interior improvements for commercial, residential, industrial and mixed-use projects within the Intown Redevelopment Area.

Any expenditure for a structural component of a building will qualify for the rehabilitation tax credit. Treasury Regulation 1.48-1(e)(2) defines structural components to include walls, partitions, floors, ceilings, permanent coverings such as paneling or tiling, windows and doors, components of central air conditioning or heating systems, plumbing and plumbing fixtures, electrical wiring and lighting fixtures, chimneys, stairs, escalators, elevators, sprinkling systems, fire escapes, and other components related to the operation or maintenance of the building.

The City of St. Petersburg allows certain expenses that typically are not eligible for the Federal Tax Credit, but that are historically appropriate for retaining essential character of a historic building (as deemed appropriate by City staff).

In addition to the above named "hard costs", there are "soft costs" which may also qualify. These include construction period interest and taxes, architect and engineering fees, construction management costs, reasonable developer fees, and any other fees paid that would normally be charged to a capital account.

Submittal Requirements

Applications are to be submitted in an 9"x12" envelope or larger with the project’s name and location, and the applicant’s name and address to the Economic and Workforce Development Department (or successor department) on the 9th Floor of the Municipal Service Building, which is located at 1 Fourth Street North, St. Petersburg, Florida, 33701.

Application packages must include the following information:

- Completed and signed application form
- $35 application fee paid in check or money order
- Copy of current business tax certificate
- Submittal of appraisal conducted within the last year
- Confirmation that mortgage, property insurance and property tax payments are current and in good standing.
- Documentation of property ownership or written consent from property owner giving permission to conduct the identified improvements. (The property owner will be required to sign the Grant Agreement to assume responsibility for maintenance of improvements funded by the Grant.)
- Legal description and survey of project site
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

- Proof that proposed use is consistent with the City's land development regulations. (E-mail devrev@stpete.org for a zoning letter.)
- Digital photographs of existing conditions of the project site
- Documentation of building's historic appearance – photographs, Sanborn Maps, etc. (Contact the City's historic preservation office to determine where to find information.)
- Written description of project improvements for which the grant funds are being requested and identification of historic elements that will be impacted
- Estimates from three contractors on the construction cost of the project to be funded with the historic preservation grant
- Sketches or conceptual drawings of improvements that will be funded by the Grant.

Failure to provide required information will delay the review and/or approval process with the potential for the application being declined.

Program applicants and their related interests, including officers in a corporation or investment partners, will be evaluated on the basis of their financial character and are ineligible for the IRP historic preservation grant program if any of the following criteria are met:

a. Code enforcement liens
b. Special assessment liens
c. Pending judgment or foreclosure
d. Felony conviction for financial mismanagement within the last five years
e. Mortgage payments three months in arrears
f. Unpaid property taxes
g. Unpaid property insurance
h. Pending litigation on foreclosure
Historic Rehabilitation and Conservation Grant

Intown Redevelopment Plan

Attachment 1

Intown Redevelopment Area

Downtown National Register District Boundary
within the Intown Redevelopment Area
### Attachment 2

**Individually Designated Historic Properties Currently Eligible for Grant**

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<th>Site</th>
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<td>76 4th St N</td>
<td>U.S. Post Office</td>
<td>LR &amp; NR</td>
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<td>501 5th Avenue NE</td>
<td>Vinoy Park Hotel</td>
<td>LR &amp; NR</td>
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<td>262 4th Avenue N</td>
<td>Veillard House</td>
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<td>405 Central Avenue</td>
<td>Snell Arcade</td>
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<td>535 Central Avenue</td>
<td>Alexander Hotel</td>
<td>LR &amp; NR</td>
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<td>326 1st Avenue N</td>
<td>Dennis/McCarthy Hotel</td>
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<td>689 Central Avenue</td>
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<td>475 Central Avenue</td>
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<td>136 4th Avenue NE</td>
<td>Bay Gables</td>
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<td>130 4th Avenue N</td>
<td>Flori-de-Leon</td>
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<td>336 1st Avenue N</td>
<td>Women's Town Improvement Association</td>
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<td>201-215 Central Avenue</td>
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<td>15 8th Street N</td>
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"LR" = St. Petersburg Register of Historic Places

"NR" = National Register of Historic Places
## Attachment 3
Properties within Intown Determined Eligible for Designation as St. Petersburg Historic Landmarks

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<td>449 Central Avenue</td>
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<td>465 Central Avenue</td>
<td>Lerner Stores</td>
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<td>Fire Station #1</td>
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<td>33 6th Street S</td>
<td>Marbleside/St. Petersburg Federal S&amp;L</td>
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<td>341 3rd Street N</td>
<td>Victoria Apartments</td>
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City staff will review the applications through the scoring system identified in Attachment 4 below. The ranked applications will then be forwarded to City Council, which will make the final decision on the award(s).

**Historic Significance**

- Both National and Local Register Individual Listing: 15 points
- Local Register of Historic Places only: 10 points
- Properties Determined Eligible for LRHP: 10 points
- National Register of Historic Places only: 5 points
- Contributing Property to NR District only: 1 point

**Capital Investment**

Construction value as a percentage of the appraised value of the property minus the land value:

- 100 percent or more: 10 points
- 75% to 99%: 7 points
- 50% to 74.9%: 5 points

**Investment in Rehabilitating Historic Exterior and Interior Features**

- 75 percent or more of total capital investment: 10 points
- 50% to 74.9%: 7 points
- 25% to 49.9%: 5 points

**Investment in Major Building Systems to Extend Building Life**

- Reroofing: 5 points
- Structural repairs/upgrades to roof, walls and/or foundation: 5 points
- HVAC Replacement: 5 points
- Electrical wiring and service upgrade: 5 points

**Affordable Housing**

Defined as annual rents not exceeding 30 percent of the income of households at 120 percent or less than the area median income. (see annual Florida SHIP Guidelines that can linked to at https://www.floridahousing.org/owners-and-managers/compliance/rent-limits)

- 10 or more units created or rehabilitated: 10 points
- 7 to 9 created or rehabilitated: 7 points
- 3 to 6 created or rehabilitated: 5 points
# Historic Rehabilitation and Conservation Grant
## Intown Redevelopment Plan

**Award Request/Leverage Needed**
- 40% to 50% of total eligible project costs
  - 7 points
- 30% to 39% of total eligible project costs
  - 5 points
- 20% to 29% of total eligible project costs
  - 3 points
- <20% of total eligible project costs
  - 0 points

**Location along Central Avenue Corridor**
(1<sup>st</sup> Avenues – from Beach Drive to 8<sup>th</sup> Street)

5 points

**Small Storefront Width**
Defined by the City of St. Petersburg “Storefront Conservation and Corridor Plan”

5 points

**Current or Proposed Use<sup>1</sup>**
- Grow Smarter Industry
  - 7 points
- Class A Office Space
  - 7 points
- Arts and Entertainment<sup>2</sup>
  - 5 points
- Retail store (general)
  - 3 points

**Existing Local Business Tenant**
Defined by the City of St. Petersburg “Storefront Conservation and Corridor Plan”

5 points

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<sup>1</sup> “Use” will be determined by using the North American Industrial Classification System designations. If user is “proposed” then applicant must provide evidence of commitment to lease property upon project completion.

<sup>2</sup> Includes uses such as restaurants, gallery spaces and studios, performing arts venues and other uses that provide evening activity that help enliven Downtown St. Petersburg.
Attachment 5
Eligible Expenses for Grant

- Structure stabilization (repair/replacement of foundations, footers, load bearing walls, roofing systems)
- Room/space reconfiguration, wall relocations
- Plumbing, electrical and fire suppression systems
- Energy efficiency improvements (window upgrades, insulation, hot water heater, HVAC systems)
- Architectural and engineering fees as well as permitting and development review fees not to exceed 10 percent of the total eligible project cost
- Partial demolition of interior spaces made necessary for renovation or expansion
- Exterior painting, re-siding, and/or cleaning
- Masonry repairs
- Removal of architecturally inappropriate or incompatible exterior finishes and materials
- Restoration of significant architectural details or removal of materials that cover said architectural details
- Repair of exterior signage, including wall, window, hanging, and monument signs advertising the business name and identity
- Awnings and canopies installation or repair
- Doors and windows
- New roofing or roof repairs
- Demolition of obsolete accessory structures and partial demolition of exterior walls made necessary for renovation or expansion provided they receive COA approval prior to undertaking work
- Window and cornice flashing and repair
- Remediation of environmental contamination such as lead, petroleum or asbestos
- Equipment, mechanical and HVAC systems
Attachment 6
Ineligible Expenses for Grant

- Acquisition costs
- Appliances
- Cabinets (unless preserving 90% or more of the original design for any given room)
- Carpeting
- Decks (not part of original building design)
- Demolition costs (removal of a building or historic fabric on property site)
- Enlargement costs
- Fencing
- Feasibility studies
- Financing fees
- Furniture
- Landscaping
- Leasing Expenses
- Moving (building) costs (if part of acquisition)
- Outdoor lighting remote from building
- Parking lot, driveway
- Paving
- Planters
- Porches (and enclosures) and Porticos (not part of original building)
- Retaining walls
- Security measures
- Sidewalks (except to preserve historic hex-block)
- Signage (except for costs associated with restoring historic signage)
- Storm sewer construction costs
- Utilities off-site
- Window treatments such as curtains and blinds (historic screens and original hardware are allowed as expense)
The following page(s) contain the backup material for Agenda Item: Approving the renewal of agreements with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Vansnax Distributors, Inc. for food and beverages for resale, at an estimated annual cost of $60,000, for a total contract amount of $320,000.
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of agreements with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Vansnax Distributors, Inc. for food and beverages for resale, at an estimated annual cost of $60,000, for a total contract amount of $320,000.

Explanation: On November 24, 2014, City Council approved a three-year agreement for food for resale through November 30, 2017. The agreements had two, one-year renewal options. On September 7, 2017, City Council approved the first renewal option through November 30, 2018. This is the second and final renewal.

The vendors provide alcoholic beverages and food, such as candy, snacks, ice, hot dogs, deli meats and bread, for resale at City concessions. The primary users are Golf Courses and the Enterprise Facilities departments.

The Procurement Department recommends renewal:

Food for Resale .................................................................$60,000

Great Bay Distributors, Inc. (St. Petersburg, FL)
J.J. Taylor Distributing Florida, Inc. (Jupiter, FL)
Vansnax Distributors, Inc. (Pinellas Park, FL)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$200,000</td>
</tr>
<tr>
<td>1st renewal</td>
<td>60,000</td>
</tr>
<tr>
<td>2nd renewal</td>
<td>60,000</td>
</tr>
<tr>
<td>Total contract amount</td>
<td>$320,000</td>
</tr>
</tbody>
</table>

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

This purchase is made in accordance with Section 2-239 of the Procurement Code, which exempts groceries, foodstuffs, alcoholic beverages, expendable items, merchandise or supplies for resale in City-operated retail shops, from the competitive bidding process. The agreements will be effective from date of award through November 30, 2019. Amounts paid to vendors under this renewal term should not exceed a combined total of $60,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Golf Course Operating Fund (4061), General Fund (0001), Marina Operating Fund (4041), Sanitation Operating Fund (4021), and the Coliseum Operating Fund (1205).

Attachments: Resolution

Approvals:

[Signature]

By

[Signature]

Budget
A RESOLUTION APPROVING THE FINAL RENEWAL OPTION TO THE BLANKET AGREEMENTS WITH GREAT BAY DISTRIBUTORS, INC., VANSNAX DISTRIBUTORS, INC., AND J.J. TAYLOR DISTRIBUTING FLORIDA, INC. FOR THE PURCHASE OF FOOD AND ALCOHOLIC BEVERAGES FOR RESALE AT CITY-OPERATED CONCESSIONS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $60,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $320,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 24, 2014, City Council approved three-year blanket agreements ("Agreements") with two one-year renewal options with Great Bay Distributors, Inc., Vansnax Distributors, Inc., and J.J. Taylor Distributing Florida, Inc. ("Vendors") for the purchase of food and alcoholic beverages for resale at City operated concessions at an estimated combined annual amount not to exceed $200,000; and

WHEREAS, on September 7, 2017, City Council approved the first renewal option to the Agreements through November 30, 2018 at an annual cost not to exceed $60,000 for the first renewal term; and

WHEREAS, the City desires to exercise the final renewal option to the Agreements at an estimated combined annual cost not to exceed $60,000 for this renewal term through November 30, 2019; and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of the Agreements; and

WHEREAS, the Procurement & Supply Management Department recommends approval of these renewals.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the final renewal option to the blanket agreements with Great Bay Distributors, Inc., Vansnax Distributors, Inc., and J.J. Taylor Distributing Florida, Inc., for the purchase of food and alcoholic beverages for resale at City-operated concessions at an estimated annual cost not to exceed $60,000 for this renewal term are hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced Agreements shall not exceed $320,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00410457
The following page(s) contain the backup material for Agenda Item: Approving the purchase of fueling stations and a fuel management system from Gilbarco Veeder-Root for the Fleet Management Department, at a total cost of $198,642.60; and approving a supplemental appropriation in the amount of $198,643 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2517). 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 fueling stations and a fuel management system from Gilbarco Veeder-Root for the Fleet Management Department, at a total cost of $198,642.60; and approving a supplemental appropriation in the amount of $198,643 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2517).

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 022217-GVR.

The contractor will furnish and install a Gasboy PLUS fuel management system at the Fleet Management Department for approximately 2,700 vehicles. The fuel management system will include controller hardware, related equipment, database and administration software. The work includes removal and replacement of two pedestals at Stations One and Two, removal and replacement of one pedestal at Station Three and Station Four, connection of 18 hoses at all of the stations, and installation of administration software; as well as comprehensive system use and installation training. The system will be expandable to accommodate future site, vehicle and nozzle volume requirements.

The system will improve fueling efficiencies and will collect essential data that will improve the accuracy of preventative maintenance schedules. A nozzle reader will send information such as odometer, engine hours, and vehicle bus data for authentication and approval within a predefined set of limits and restrictions prior to fueling. The system’s enhanced capability to collect this data will also improve data integrity on fleet mileage and create a single standard fueling system from the two current disparate systems.

The new system will replace the current fuel system, which is more than eighteen years old and has exceeded its economic service life. The old equipment will be phased out as the new equipment is installed.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 022217-GVR:

Gilbarco Veeder-Root (Greensboro, NC) .......................................................... $ 198,642.60

1 Four twin-side load fuel dispensers and accessories with a 12-month parts and labor and a five-year warranty for the Milfare tags. 1 LS @ $117,389.70

2 Fuel management system, which includes an annual maintenance fee of $1,843.91 for remote maintenance. 1 EA @ 81,252.90

$198,642.60

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 022217-GVR, effective through June 1, 2021. 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 will be available after approval of a supplemental appropriation in the amount of $198,643 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2517).

Attachments: Resolution

Approvals:

[Signatures for Administrative and Budget]
RESOLUTION NO. 2018-

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) FUELING STATIONS AND A FUEL MANAGEMENT SYSTEM FROM GILBARCO VEEDE-ROOT FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $198,642.60 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 022217-GVR; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $198,643 FROM THE UNAPPROPRIATED BALANCE OF THE EQUIPMENT REPLACEMENT FUND (5002) TO THE FLEET MANAGEMENT ADMINISTRATION DIVISION (800-2517); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase four (4) fueling stations and a fuel management system for the Fleet Management Department to replace equipment that has reached the end of their economic life; 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, Gilbarco Veeer-Root has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 022217-GVR; 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 four (4) fueling stations and a fuel management system from Gilbarco Veeer-Root for the Fleet Management Department at a total cost not to exceed $198,642.60 utilizing the National Joint Powers Alliance Contract No. 022217-GVR is hereby approved.

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 Equipment Replacement Fund (5002) the following supplemental appropriation for Fiscal Year 2019:

<table>
<thead>
<tr>
<th>Equipment Replacement Fund (5002)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Management Administration Division (800-2517)</td>
</tr>
</tbody>
</table>

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)  
00410578

Budget
The following page(s) contain the backup material for Agenda Item: Approving the purchase of ruggedized laptops, tablets, and docking stations from PCN Strategies, Inc. for the Fire and Rescue Department, in the amount of $152,341.75.
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 ruggedized laptops, tablets, and docking stations from PCN Strategies, Inc. for the Fire and Rescue Department, in the amount of $152,341.75.

Explanation: The Procurement Department received six bids for ruggedized laptops, tablets, and docking stations. The vendor will furnish and deliver 34 tablets, 12 laptops, 64 power adaptors, 64 vehicle docking stations, and two office docking stations. In addition, the tablets and laptops will be covered by a five-year extended warranty. The devices are designed to operate in harsh environments and to withstand high temperatures, dust, water, vibration and shock associated with field operations. They will be mounted in first response vehicles for computer-aided dispatch and will be removed from the vehicle when needed for office use and when maintenance is required.

The new devices will be used to replace devices and docking stations that are now in their fifth year of use. Data storage units from the old devices will be removed and destroyed and the old devices and docking stations will be sold at public auction.

The Purchasing Department, in cooperation with the Fire Department, recommends approval:

PCN Strategies, Inc. (Washington, DC) ....................$152,341.75

PCN Strategies, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 7009, dated August 16, 2018, and has passed required bench testing. References have been checked and are acceptable.

An award is not recommended to PCN Strategies, Inc., the apparent low bidder (alternate bid), because they did not meet the specification requirement that the laptops have a minimum of two USB ports.

This purchase complies with Resolution No. 2011-396, Conflict Minerals in Electronic Products.

Cost/Funding/Assessment Information: Funds for the purchase of the mobile data terminals (MDTs)/ruggedized laptops, tablets, and docking stations have been previously appropriated in the Technology and Infrastructure Fund (5019); Technology Services, Network Support division (850.2565) and Emergency Medical Services Fund (1009); Fire Rescue Department, EMS division (150.1513).

Attachments: Bid Tabulation (2 pages)
Details and Pricing Page
Resolution

Approvals:

[Signatures]
### City of St. Petersburg

**Bid Tabulation**

**Procurement and Supply Management**

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 inch laptop / tablet as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$1,668.36</td>
<td>$18,028.80</td>
</tr>
<tr>
<td>2</td>
<td>14 inch laptop as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$1,549.00</td>
<td>$18,588.00</td>
</tr>
<tr>
<td>3</td>
<td>12 inch Havis vehicle dock as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$2,091.96</td>
<td>$24,095.52</td>
</tr>
<tr>
<td>4</td>
<td>14 inch Havis vehicle dock as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$1,549.00</td>
<td>$18,588.00</td>
</tr>
<tr>
<td>5</td>
<td>14 inch office docking solution as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$2,091.96</td>
<td>$24,095.52</td>
</tr>
<tr>
<td>6</td>
<td>Lind automobile power adapter for 12 inch laptop / tablet as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$1,549.00</td>
<td>$18,588.00</td>
</tr>
<tr>
<td>7</td>
<td>Lind automobile power adapter for 14 inch laptop as described in minimum specifications</td>
<td>1</td>
<td>EA</td>
<td>$2,091.96</td>
<td>$24,095.52</td>
</tr>
</tbody>
</table>

**Subtotal:** $109,227.63

**2%/10, Net 30 Discount:** 0

**Base Price Total:** $109,227.63

**Extend Warranty to 5 years - 12 inch laptop/tablet per line 1:** 34 EA  $434.36  $14,768.24

**Extend Warranty to 5 years - 14 inch laptop per line 2:** 12 EA  $2,616.48  $31,401.76

**Grand Total:** $126,612.35

**Award Pending**
City of St. Petersburg
Bid Tabulation
Procurement and Supply Management

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 inch laptop/tablet as described in minimum specifications</td>
<td>34</td>
<td>EA</td>
<td>$2,836.24</td>
<td>$96,432.16</td>
<td>$2,650.00</td>
<td>$90,100.00</td>
<td>$2,675.00</td>
<td>$90,950.00</td>
</tr>
<tr>
<td>2</td>
<td>14 inch laptop as described in minimum specifications</td>
<td>12</td>
<td>EA</td>
<td>2,073.90</td>
<td>24,866.80</td>
<td>3,650.00</td>
<td>43,800.00</td>
<td>2,000.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>3</td>
<td>12 inch Havis vehicle dock as described in minimum specifications</td>
<td>47</td>
<td>EA</td>
<td>408.76</td>
<td>19,211.72</td>
<td>485.00</td>
<td>22,795.00</td>
<td>802.00</td>
<td>37,694.00</td>
</tr>
<tr>
<td>4</td>
<td>14 inch Havis vehicle dock as described in minimum specifications</td>
<td>17</td>
<td>EA</td>
<td>664.54</td>
<td>11,297.18</td>
<td>250.00</td>
<td>4,250.00</td>
<td>679.00</td>
<td>11,543.00</td>
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<tr>
<td>5</td>
<td>14 inch office docking solution as described in minimum specifications</td>
<td>2</td>
<td>EA</td>
<td>226.39</td>
<td>452.78</td>
<td>150.00</td>
<td>300.00</td>
<td>289.00</td>
<td>578.00</td>
</tr>
<tr>
<td>6</td>
<td>Lind automobile power adapter for 12 inch laptop/tablet as described in minimum specifications</td>
<td>47</td>
<td>EA</td>
<td>105.30</td>
<td>4,949.10</td>
<td>230.00</td>
<td>10,810.00</td>
<td>107.00</td>
<td>5,029.00</td>
</tr>
<tr>
<td>7</td>
<td>Lind automobile power adapter for 14 inch laptop as described in minimum specifications</td>
<td>17</td>
<td>EA</td>
<td>105.30</td>
<td>1,790.10</td>
<td>230.00</td>
<td>3,910.00</td>
<td>107.00</td>
<td>1,819.00</td>
</tr>
</tbody>
</table>

Subtotal: $159,019.84
2% / 10, Net 30 Discount: 0
Base Price Total: $159,019.84

Extend Warranty to 5 years - 12 inch laptop/tablet per line 1: 34 EA $615.40 $20,923.60 $349.99 $11,899.66 $640.00 $21,760.00
Extend Warranty to 5 years - laptop per line 2: 12 EA 656.42 7,877.04 359.99 4,319.88 600.00 7,200.00
Grand Total: $187,820.48

Buy Smart LLC
San Diego, CA
Terms: 2%/10, Net 30
Delivery: 30 Days

CDW Government LLC
Vernon Hills, IL
Terms: Net 30
Delivery: 10 Days

Extended
Unit Price
Price

Ace Technology Partners LLC
Elk Grove Village, IL
Terms: Net 30
Delivery: 60 Days

Extended
Unit Price
Price

Award Pending
The bidder shall provide manufacturer name, model number, part numbers and unit price in the spaces provided below. All items must meet minimum specifications as listed in Part A: Specifications, Minimum Specifications.

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Qty</th>
<th>Mfg. Name</th>
<th>Model No.</th>
<th>Part Number</th>
<th>Unit Price</th>
<th>Extended Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 inch laptop / tablet as described in minimum specifications</td>
<td>34</td>
<td>GETAC</td>
<td>V110</td>
<td>VG21ZCKABDX</td>
<td>$2,091.96</td>
<td>$71,126.64</td>
</tr>
<tr>
<td>2</td>
<td>14 inch laptop as described in minimum specifications</td>
<td>12</td>
<td>GETAC</td>
<td>S410</td>
<td>SH1DZCDASDXX</td>
<td>$1,549.00</td>
<td>$18,588.00</td>
</tr>
<tr>
<td>3</td>
<td>12 inch Havis vehicle dock as described in minimum specifications</td>
<td>47</td>
<td>Havis*</td>
<td>V110 VEHICLE DOCK</td>
<td>GDVNHL</td>
<td>$590.00</td>
<td>$27,730.00</td>
</tr>
<tr>
<td>4</td>
<td>14 inch Havis vehicle dock as described in minimum specifications</td>
<td>17</td>
<td>Havis*</td>
<td>S410 VEHICLE DOCK</td>
<td>OHHGTC619</td>
<td>$617.63</td>
<td>$10,499.71</td>
</tr>
<tr>
<td>5</td>
<td>14 inch office docking solution as described in minimum specifications</td>
<td>2</td>
<td>GETAC</td>
<td>S410 OFFICE DOCK</td>
<td>GDOFUE</td>
<td>$352.00</td>
<td>$704.00</td>
</tr>
<tr>
<td>6</td>
<td>Lind automobile power adapter for 12 inch laptop / tablet as described in</td>
<td>47</td>
<td>Lind*</td>
<td>F110/V110</td>
<td>GAD3L1</td>
<td>$92.57</td>
<td>$4,350.79</td>
</tr>
<tr>
<td>7</td>
<td>Lind automobile power adapter for 14 inch laptop as described in minimum</td>
<td>17</td>
<td>Lind*</td>
<td>S410 VEHICLE POWER ADAPTER FOR S410</td>
<td>GAD2X4</td>
<td>$115.17</td>
<td>$1,957.89</td>
</tr>
</tbody>
</table>

*No substitutions

Total of Lines 1 to 7 to be entered on Line 1 of IFB 7009 $134,957.03
RESOLUTION NO. 2018-____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE PURCHASE OF RUGGEDIZED LAPTOPS, TABLETS, AND DOCKING STATIONS FROM PCN STRATEGIES, INC. FOR A TOTAL COST NOT TO EXCEED $152,341.75; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received six (6) bids for ruggedized laptops, tablets, and docking stations for the Fire and Rescue Department pursuant to IFB No. 7009 dated August 16, 2018; and

WHEREAS, PCN Strategies, Inc. has met the specifications, terms and conditions of IFB No. 7009; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fire and 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 bid is hereby accepted and the purchase of ruggedized laptops, tablets, and docking stations from PCN Strategies, Inc. for a total amount not to exceed $152,341.75 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

APPROVAL:

[Signature]
City Attorney (designee)
00410125
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Tri-J. Co. Towing and Recovery, Inc. for vehicle towing and storage services for collision-damaged, illegally parked, confiscated and City vehicles, in the amount of $20,000, for a total contract amount of $50,000.
Please scroll down to view the backup material.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Tri-J. Co. Towing and Recovery, Inc. for vehicle towing and storage services for collision-damaged, illegally parked, confiscated and City vehicles, in the amount of $20,000, for a total contract amount of $50,000.

Explanation: On October 1, 2015, City Council approved a three-year for vehicle towing and storage services through November 30, 2018. The agreement has one, two-year renewal option. This is the final renewal.

The vendor provides all labor, material and equipment to tow and store vehicles damaged in accidents, stolen, or impounded due to illegal street storage. The vendor also provides a secure storage area for vehicles being processed for evidence by the Police and removes traffic accident debris from public streets or private property. The owner of the vehicle is responsible for payment to the vendor to tow and store their vehicle.

In addition, the vendor provides services directly to the City. This includes towing refuse vehicles for the Sanitation Department and larger fire trucks for Fire & Rescue to various repair facilities. Additionally, the vendor will provide after-hours citation collection and removal of City-owned vehicle immobilization devices (boots). Under the agreement, the City will also receive guaranteed priority use of the vendor's wrecker equipment at all times including, but not limited to, events such as natural and man-made disasters. The primary users are Police and Sanitation departments.

The Procurement Department, in cooperation with the Police, Sanitation and the Billing & Collections departments, recommends for renewal:

Tri-J Co Towing & Recovery (St. Petersburg) ........................................... $50,000

| Original agreement amount | $30,000 |
| 1st renewal               | 20,000 |
| Total contract amount     | $50,000 |

The vendor has agreed to renew under the same terms and conditions of IFB 5804 dated July 7, 2015. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through November 30, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Office of Professional Standards (1401373), and Sanitation Operating Fund (4021) Residential Support (4502277).

Attachments: Bid Tabulation (2 pages) Resolution

Approvals: Administrative Budget
## City of St. Petersburg

**Bid Tabulation**

Procurement and Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Tri J Co. Towing &amp; Recovery, Inc.</th>
<th>Price</th>
<th>RRY Inc. dba YoHo's Automotive &amp; Towing</th>
<th>Price</th>
<th>Stepp's Towing Service Tampa, Inc.</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Daily Storage Fee, outside storage for cars, light trucks, mopeds, motorcycles and boats</td>
<td>$15.00 per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Daily Storage Fee, inside storage for cars, light trucks, mopeds, motorcycles and boats</td>
<td>15.00 per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Daily Storage Fee, outside storage for semi-trucks, house trailers and buses</td>
<td>1.00 per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Daily Storage Fee, inside storage for semi-trucks, house trailers and buses</td>
<td>1.00 per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Road Service, Wrecker &amp; Towing, Class A Cars and light trucks, maximum 3/4 ton, Monday through Friday, 8:00 a.m. to 5:00 p.m.</td>
<td>85.00 per job</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Road Service, Wrecker &amp; Towing, Class A Cars and light trucks, maximum 3/4 ton, Monday through Friday, 5:01 p.m. to 7:59 a.m.</td>
<td>85.00 per job</td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td>Road Service, Wrecker &amp; Towing, Class A Cars and light trucks, maximum 3/4 ton, Weekends &amp; Holidays</td>
<td>85.00 per job</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>8</td>
<td>Class A, Mileage Rate (each = per mile)</td>
<td>2.00 per mile</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Road Service, Wrecker &amp; Towing, Class B 1 ton up to &amp; including 2 ton, Monday through Friday, 8:00 a.m. to 5:00 p.m.</td>
<td>1.00 per job</td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Road Service, Wrecker &amp; Towing, Class B 1 ton up to &amp; including 2 ton, Monday through Friday, 5:01 p.m. to 7:59 a.m.</td>
<td>1.00 per job</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>11</td>
<td>Road Service, Wrecker &amp; Towing, Class B 1 ton up to &amp; including 2 ton, Weekends &amp; Holidays</td>
<td>1.00 per job</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Class B, Mileage Rate (each = per mile)</td>
<td>1.00 per mile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Road Service, Wrecker &amp; Towing, Class C semi-trucks, house trailers, buses &amp; larger, Monday through Friday, 8:00 a.m. to 5:00 p.m.</td>
<td>1.00 per job</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Road Service, Wrecker &amp; Towing, Class C semi-trucks, house trailers, buses &amp; larger, Monday through Friday, 5:01 p.m. to 7:59 a.m.</td>
<td>1.00 per job</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Road Service, Wrecker &amp; Towing, Class C semi-trucks, house trailers, buses &amp; larger, Weekends &amp; Holidays</td>
<td>1.00 per job</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Class C, Mileage Rate (each = per mile)</td>
<td>1.00 per mile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Road Service, Wrecker &amp; Towing, Winching, Non-standard Recovery (waterways, rollovers, etc.)</td>
<td>75.00 per hour</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Road Service, Wrecker &amp; Towing, Winching, standard recovery, normal roadway conditions</td>
<td>75.00 per hour</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Sanitation Collection Vehicles, tow from location in city limits to Fleet Repair facility</td>
<td>100.00 per job</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**Terms:**

- Tri J Co. Towing & Recovery, Inc.: 2%/10, Net 30
- RRY Inc.: 2%/10, Net 30
- Stepp's Towing Service Tampa, Inc.: 2%/10, Net 30
### Bid Tabulation

**City of St. Petersburg**

**Bid No 5804 Three Year Contract for City of St. Petersburg Towing and Storage Services**

**Cindy Bnckey**

**Procurement and Supply Management**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Price</th>
<th>Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Sanitation Collection Vehicles, tow from location in city limits to Pinellas County Incinerator, then to Sanitation wash-rack facility, then to Fleet Repair facility</td>
<td>100.00 per job</td>
<td>150.00 per job</td>
<td>250.00 per job</td>
</tr>
<tr>
<td>21</td>
<td>Sanitation Collection Vehicles, tow from location in city limits to authorized dealer(s) repair facility in St. Petersburg area</td>
<td>1.00 per job</td>
<td>100.00 per job</td>
<td>150.00 per job</td>
</tr>
<tr>
<td>22</td>
<td>Sanitation Collection Vehicles, tow from location in city limits to authorized dealer(s) repair facility in Tampa area</td>
<td>150.00 per job</td>
<td>100.00 per job</td>
<td>250.00 per job</td>
</tr>
<tr>
<td>23</td>
<td>Sanitation Collection Vehicles, tow from Fleet Repair facility to authorized dealer(s) repair facility in St. Petersburg area</td>
<td>1.00 per job</td>
<td>100.00 per job</td>
<td>150.00 per job</td>
</tr>
<tr>
<td>24</td>
<td>Sanitation Collection Vehicles, tow from Fleet Repair facility to authorized dealer(s) repair facility in Tampa area</td>
<td>150.00 per job</td>
<td>200.00 per job</td>
<td>250.00 per job</td>
</tr>
<tr>
<td>25</td>
<td>Sanitation Collection Vehicles, tow from Sanitation yard to Fleet Repair facility</td>
<td>150.00 per job</td>
<td>100.00 per job</td>
<td>150.00 per job</td>
</tr>
<tr>
<td>26</td>
<td>Sanitation Collection Vehicles, tow from Sanitation yard to authorized dealer(s) repair facility in St. Petersburg area</td>
<td>1.00 per job</td>
<td>100.00 per job</td>
<td>150.00 per job</td>
</tr>
<tr>
<td>27</td>
<td>Sanitation Collection Vehicles, tow from Sanitation yard to authorized dealer(s) repair facility in Tampa area</td>
<td>125.00 per job</td>
<td>200.00 per job</td>
<td>250.00 per job</td>
</tr>
<tr>
<td>28</td>
<td>Fire Truck, oversized (length), tow from location in city limits to Fleet Repair facility</td>
<td>125.00 per job</td>
<td>125.00 per job</td>
<td>350.00 per job</td>
</tr>
<tr>
<td>29</td>
<td>Fire Truck, oversized (length), tow from Fleet Repair facility to authorized dealer in Miromar Lakes, FL area</td>
<td>100.00 per job</td>
<td>375.00 per job</td>
<td>600.00 per job</td>
</tr>
<tr>
<td>30</td>
<td>Tow of seized/forfeited vehicles from Police Department to Bay Area Auction</td>
<td>1.00 per job</td>
<td>25.00 per job</td>
<td>25.00 per job</td>
</tr>
<tr>
<td>31</td>
<td>Tow of seized/forfeited vehicles from Contractor's storage facility to Bay Area Auction</td>
<td>1.00 per job</td>
<td>25.00 per job</td>
<td>25.00 per job</td>
</tr>
<tr>
<td>32</td>
<td>Tow of vehicles for evidentiary purposes to and/or from Police Department &amp; Contractor's storage facility</td>
<td>1.00 per job</td>
<td>25.00 per job</td>
<td>25.00 per job</td>
</tr>
</tbody>
</table>

**Sub Total:**

- **Tri J Co.: Towing & Recovery, Inc.**
  - $1,453.00
- **RRY Inc. dba Yoho's Automotive & Towing**
  - $2,754.00
- **Stepp's Towing Service Tampa, Inc.**
  - $5,059.00

2%/10, Net 30 Discount:

- **Tri J Co.: Towing & Recovery, Inc.**
  - $29.08
- **RRY Inc. dba Yoho's Automotive & Towing**
  - $55.08
- **Stepp's Towing Service Tampa, Inc.**
  - $101.18

**Grand Total:**

- **Tri J Co.: Towing & Recovery, Inc.**
  - $1,423.92
- **RRY Inc. dba Yoho's Automotive & Towing**
  - $2,698.92
- **Stepp's Towing Service Tampa, Inc.**
  - $4,957.82

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Page 2
A RESOLUTION APPROVING THE TWO-YEAR RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH TRI-J. CO. TOWING AND RECOVERY, INC. FOR VEHICLE TOWING AND STORAGE SERVICES FOR COLLISION-DAMAGED, ILLEGALLY PARKED, CONFISCATED AND CITY VEHICLES IN AN AMOUNT NOT TO EXCEED $20,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $50,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2015, City Council approved a three-year blanket agreement with one two-year renewal option with Tri-J. Co. Towing and Recovery, Inc. ("Vendor") for vehicle towing and storage services for collision-damaged, illegally parked, confiscated and city vehicles in an amount not to exceed $30,000 for the initial term; and

WHEREAS, the City desires to exercise the two-year renewal option to the agreement in an amount not to exceed $20,000 for this renewal term; and

WHEREAS, the Vendor has agreed to renew the agreement under the same terms and conditions of IFB 5804 dated July 7, 2015; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Police, Sanitation, and the Billing and Collection departments recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the two-year renewal option to the blanket purchase agreement with Tri-J. Co. Towing and Recovery, Inc. for vehicle towing and storage services for collision-damaged, illegally parked, confiscated and City vehicles in an amount not to exceed $20,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $50,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00410359
The following page(s) contain the backup material for Agenda Item: A resolution approving an Interlocal Agreement with an initial term beginning on December 1, 2018 and ending on September 30, 2022 with one four-year renewal option, between the City of St. Petersburg and Forward Pinellas for planning and mapping services and/or special project work on an as-needed and as-available basis; authorizing the Mayor to execute the Interlocal Agreement; and providing an effective date. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 15, 2018

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

SUBJECT: A resolution approving an Interlocal Agreement with an initial term beginning on December 1, 2018 and ending on September 30, 2022 with one four-year renewal option, between the City of St. Petersburg and Forward Pinellas for planning and mapping services and/or special project work on an as-needed and as-available basis; authorizing the Mayor to execute the Interlocal Agreement; and providing an effective date.

EXPLANATION: Forward Pinellas, in its role as the Pinellas Planning Council, has been providing professional planning and mapping services to most of the local governments in Pinellas County for many years. In the mid-90s this assistance was formalized using interlocal agreements with individual local governments. The interlocal agreements allow Forward Pinellas to provide on-going planning and mapping services and assist with special projects when needed.

Because of the merger of the Pinellas Planning Council with the Pinellas County Metropolitan Planning Organization and the creation of the new name for the agency, there is a need for the interlocal agreements to be updated, rather than just renewed. As part of this process, the agreements have been updated to reflect the name Forward Pinellas, add additional types of services to the scope of services and adjust the fee schedule to reflect current positions and costs for wages and operations. Additionally, the three local governments without current agreements have been included in this process. The City of St. Petersburg is one of these three local governments.

These interlocal agreements allow Forward Pinellas to provide mapping services, planning services, and assistance with special planning projects. Such services may include, review and interpretation of comprehensive plans and land development regulations, amendments, traffic analysis, transportation planning, data collection, creation of custom or standard printed or electronic map products, plan or land development regulation assessments, neighborhood or special area plan development, or transportation or planning studies. Under this agreement, Forward Pinellas will primarily fill the mapping needs “inhouse” through the use of its own geographic information system (GIS) and mapping capabilities; however, Forward Pinellas staff may act as a liaison to Pinellas County’s Enterprise GIS for additional services.

On July 11, 2018, the Forward Pinellas board approved the interlocal agreement for distribution to the local governments and authorized their Executive Director to approve amendments thereto pursuant to the Forward Pinellas Internal Control Structure Policy Manual. A draft interlocal agreement between Forward Pinellas and the Town of Belleair was included in the agenda packet at the Forward Pinellas board meeting as an example. The City of St. Petersburg Legal Department has modified the agreement to be specific to the City of St. Petersburg.

RECOMMENDATION: Administration recommends approval of the attached resolution.
COST/FUNDING/ASSESSMENT INFORMATION: The payment and rate charge schedule for the services offered by Forward Pinellas are included in Exhibit B of the agreement. The Transportation and Parking Management Department has no immediate plans to utilize the services, but if a need for the services does arise, funding for consulting has been appropriated in the FY 19 Operating Budget, General Fund (0001), Transportation and Parking Management Department (281), Transportation Planning Administration (1797). If other City departments have funding available and would like to utilize the services of Forward Pinellas, they will also be able to benefit from the services made available through this agreement.

ATTACHMENTS: Resolution
Interlocal Agreement

APPROVALS:

[Signature]
Administrative

[Signature]
Budget
RESOLUTION NO. ___

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH AN INITIAL TERM BEGINNING ON DECEMBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2022 WITH ONE FOUR-YEAR RENEWAL OPTION, BETWEEN THE CITY OF ST. PETERSBURG AND FORWARD PINELLAS FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK ON AN AS-NEEDED AND AS-AVAILABLE BASIS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forward Pinellas desires to provide planning and mapping services and/or special project work to the City of St. Petersburg ("City") on an as-needed and as-available basis; and

WHEREAS, the City desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, Forward Pinellas can provide the City additional mapping services through its agreement with the Pinellas County Enterprise Geographic Information Systems; and

WHEREAS, Forward Pinellas and the City desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Interlocal Agreement with an initial term beginning on December 1, 2018 and ending on September 30, 2022 with one four-year renewal option, between the City of St. Petersburg and Forward Pinellas for planning and mapping services and/or special project work on an as-needed and as-available basis is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Interlocal Agreement.

This Resolution shall become effective immediately upon its adoption.

[Signature]
City Attorney (Designee)

[Signature]
Transportation and Parking Management
INTERLOCAL AGREEMENT
FOR
PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK
WITH THE CITY OF ST. PETERSBURG

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as “Agreement”, is made and entered into this _____ day of ________, 20____, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as “Forward Pinellas,”) and the CITY OF ST. PETERSBURG (hereinafter referred to as the “Local Government”).

WHEREAS, Forward Pinellas desires to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

Section 1. Authority
This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.
Section 2. Term
The initial term of this Agreement shall be from December 1, 2018 through September 30, 2022; which may be renewed by mutual written agreement, signed by both parties, for one additional period ending September 30, 2026, unless terminated as provided for elsewhere in this Agreement.

Section 3. Scope of Services
A. The Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.

B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.

C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement lies with the Local Government.

D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.

E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable therefor.

Section 4. Charges
A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.

B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.

C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.

D. The fee schedule may be revised by mutual written consent, signed by both parties, and included as an addendum to this Agreement.
Section 5. Use of Product

A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.

B. Forward Pinellas has the right to use any information produced under this Agreement for its internal purposes only, and shall not make such information publicly available in any manner (e.g., public web access, download portal, or otherwise) without the prior written approval of the Local Government in each instance.

C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.

D. Nothing contained in this Agreement shall prohibit either party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.

E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

Section 6. Accounting and Records

A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.

B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Section 7. Notice

Notice by either party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas
              Attn: Whit Blanton, Executive Director
              310 Court Street, 2nd Floor
              Clearwater, FL 33756

Local Government: City of St. Petersburg
Section 8. Construction
This Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

Section 9. Termination
This Agreement may be terminated by either party at any time by giving the other party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

Section 10. Filing; Effective Date
As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the parties, and shall take effect upon such filing.

Section 11. Successor Agency
In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

Section 12. Non-Appropriation
The obligations of the Local Government 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. In the event such funds are not available for a new fiscal period, the Local Government shall notify Forward Pinellas of such an occurrence and the Agreement shall terminate on the last day of the then fiscal period without penalty or expense to the Local Government. Notwithstanding the foregoing, the Local Government 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 Local Government pursuant to this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates referenced below.

FORWARD PINELLAS

Attest:

By: Whit Blanton, FAICP
    Executive Director

By: Vice Mayor Doreen Caudell
    Chair

Date: _______________________

Approved as to form:

By: Chelsea Hardy
    Assistant County Attorney

By: Mayor Cookie Kennedy
    Treasurer

LOCAL GOVERNMENT

Attest: (SEAL)

By: Chandrahasa Srinivasa
    City Clerk

By: Rick Kriseman
    Mayor

Approved as to form and Content:

Date: _______________________

City Attorney (or designee)

00411557
EXHIBIT A

SCOPE OF SERVICES

I. Ongoing Planning Services
   A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.

   B. Ongoing planning services may include, but is not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

II. Mapping Services
   A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.

   B. Mapping services may include, but is not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.

   C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

III. Special Planning Projects
    A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.

    B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, as determined to be consistent with the mission and role of Forward Pinellas.
EXHIBIT B

PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services
Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following hourly rates:

1. Executive Director $109.00/hour
2. Supervising Planner $72.00/hour
4. Principal Planner $52.00/hour
5. Planner/Analyst $48.00/hour
8. Communications Specialist $55.00/hour
9. Administrative Support $36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects
Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.
The following page(s) contain the backup material for Agenda Item: A Resolution approving an agreement with the Pinellas Suncoast Transit Authority for the funding, installation, and warranty of bus shelters at locations that do not meet PSTA’s criteria for bus shelter placement or replacement for a period commencing on the effective date of the agreement and terminating five years from the date the last shelter is installed, at a total cost to the city of $205,610.26; authorizing the Mayor or his designee to execute the agreement and all other 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 November 15, 2018

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

SUBJECT: A Resolution approving an agreement with the Pinellas Suncoast Transit Authority for the funding, installation, and warranty of bus shelters at locations that do not meet PSTA’s criteria for bus shelter placement or replacement for a period commencing on the effective date of the agreement and terminating five years from the date the last shelter is installed, at a total cost to the city of $205,610.26; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: In 2013, City of St. Petersburg (“City”) staff, residents, and business owners worked together to develop a vision for the Skyway Marina District located in the vicinity of 34th Street between 30th and 54th Avenues South. City staff, together with the Steering Committee, worked on a planning process that covered eight months and many topics. Participants were presented with information on transportation, land use, design and site development, economic development and other topics. Through this process, a new identity and plan was developed. The Skyway Marina District was adopted as the name of this area and a logo was unveiled in October 2013. The City’s Planning and Economic Development Department, with the assistance of the City’s Transportation and Parking Management Department, Engineering and Capital Improvements Department and Community Services, finalized the Skyway Marina District Plan (“Plan”) in May 2014. City Council approved the Plan on May 15, 2014.

Two focus areas of the Plan are streetscape improvements and transportation improvements. It is noted in the Plan that many of the bus stops on 34th and 37th Streets lack important amenities such as shelters and benches. A high-priority, short-term action under the streetscape strategy is to establish a theme or style for public components such as signage, lighting, transit shelter and street furniture. A high-priority, medium-term action under the transportation strategy is to install bus shelters with benches, bike racks and trash receptacles at all bus stops along 34th Street South. Through discussions with PSTA and the Skyway Marina District, it was determined that PSTA’s standard shelters now have an aesthetic that matches the branding elements developed for the District such that installation of new shelters and replacement of older shelters in the new standard style would highly satisfy the Plan action items.

PSTA’s Route 34 and Route 90 operate on 34th Street South and Route 11 operates on 37th Street. Route 34 was PSTA’s third most popular route in FY 18, carrying 939,708 passengers. Route 11 is also a popular route. It carried 233,510 passengers in FY 18. Route 90 is a commuter service that has limited operating hours and consequently has lower ridership. While ridership levels are high along 34th and 37th Streets, individual bus stops must meet a minimum number of boardings per day before PSTA will install a shelter or prioritize replacement of existing shelters. The City’s Transportation and Parking Management Department and Legal Department have worked with PSTA to develop an agreement that would enable shelters to be installed at locations throughout

Shelter Match Interlocal Agreement
the City that do not meet PSTA’s criteria for placement. These shelters will provide a more comfortable waiting environment for existing PSTA riders and could potentially attract new riders. The funding plan for the proposed Skyway Marina District shelters is shown in Exhibit B of the attached agreement. There is a total of twelve shelters in the agreement. The City will pay the entire shelter cost and warranty cost for the first set of six shelters, which have the lowest number of boardings, but PSTA will construct most of the shelter pads. The City and PSTA will share the shelter cost and warranty cost for the second set of six shelters, which have a higher number of boardings, and PSTA will construct all the shelter pads.

Nine of the twelve stops in the agreement have an existing shelter. While these shelters may serve the basic utilitarian requirement of providing protection from the elements, they do not meet the design requirements of the Skyway Marina Master Plan. PSTA is not able to replace these shelters with modern shelters without funding assistance from the City because of the current ridership criteria for the shelter replacement program. PSTA is paying for one additional shelter in the Skyway Marina District in its entirety, so it is not part of the shelter match agreement. It will be located on 34th Street South at 46th Avenue South.

Additionally, the City has styled the agreement such that it forms the basis for an ongoing partnership opportunity with PSTA to provide additional shelters across the city under the same terms and conditions as funding is appropriated to do so. The FY 19 Budget includes $200,000 for this effort and we are working with PSTA now to determine the best locations for the next phase.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution approving an agreement with the Pinellas Suncoast Transit Authority for the funding, installation, and warranty of bus shelters at locations that do not meet PSTA’s criteria for bus shelter placement or replacement for a period commencing on the effective date of the agreement and terminating five years from the date the last shelter is installed, at a total cost to the city of $205,610.26; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funding has been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027) Comprehensive Streetscaping and Greenscaping FY 11 Project (Oracle No. 12897) and Comprehensive Streetscaping and Greenscaping FY 13 Project (Oracle No. 13762).

**ATTACHMENTS:** Resolution Agreement

**APPROVALS:**

[Signatures]

[Administrative]  [Budget]

Shelter: Match Interlocal Agreement
Resolution No. 2018-_____

A RESOLUTION APPROVING AN AGREEMENT WITH THE PINELLAS SUNCOAST TRANSIT AUTHORITY FOR THE FUNDING, INSTALLATION, AND WARRANTY OF BUS SHELTERS AT LOCATIONS THAT DO NOT MEET PSTA’S CRITERIA FOR BUS SHELTER PLACEMENT OR REPLACEMENT FOR A PERIOD COMMENCING ON THE EFFECTIVE DATE OF THE AGREEMENT AND TERMINATING FIVE YEARS FROM THE DATE THE LAST SHELTER IS INSTALLED, AT A TOTAL COST TO THE CITY OF $205,610.26; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas Suncoast Transit Authority ("PSTA") has certain criteria for the placement and replacement of its bus shelters throughout its service area; and

WHEREAS, the City of St. Petersburg ("City") desires for additional bus shelters to be placed or replaced at locations within the City that do not meet PSTA’s criteria for placement or replacement; and

WHEREAS, under the agreement, bus shelters, along with bike rack and trash receptacle amenities, will be placed on City rights-of-way and Florida Department of Transportation ("FDOT") rights-of-way in the City and funded by the City and PSTA pursuant to the cost-contributions per location identified in the agreement; and

WHEREAS, the City desires to contribute to the design, installation, and warranty costs for the shelters as set forth in the agreement; and

WHEREAS, the City and PSTA may mutually agree through amendments to the agreement to place or replace additional shelters throughout the City during the five-year period beginning on the effective date of the agreement.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to execute an agreement with the Pinellas Suncoast Transit Authority for the funding, installation, and warranty of bus shelters at locations that do not meet PSTA’s criteria for bus shelter placement or replacement for a period commencing on the effective date of the agreement and terminating five years from the date the last shelter is installed, at a total cost to the City of $205,610.26.
BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute the agreement and all other documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

City Attorney (Designee)  Transportation and Parking Management
SHELTER MATCH INTERLOCAL AGREEMENT

STANDARD SHELTERS

THIS INTERLOCAL SHELTER MATCH AGREEMENT ("Agreement") is entered into on this ___ day of _________________, 20___ ("Execution Date"), by and between Pinellas Suncoast Transit Authority, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 ("PSTA") and City of St. Petersburg, Florida, a municipal corporation with its principal place of business located at 175 5th Street N, St. Petersburg, FL 33701 ("Partner") (collectively, the "Parties").

WHEREAS, PSTA provides public transit throughout Pinellas County, Florida; and

WHEREAS, PSTA currently owns and maintains over 500 bus shelters throughout Pinellas County, Florida; and

WHEREAS, PSTA has certain criteria for the placement of its bus shelters throughout its service area; and

WHEREAS, Partner desires for additional bus shelters to be placed within the City of St. Petersburg, Florida at locations that may not meet PSTA’s criteria for placement; and

WHEREAS, Partner is the owner of certain rights-of-way located within Pinellas County, Florida on which bus shelters are to be located, and is the city government in whose jurisdiction bus shelters together with benches, and waste disposal receptacle amenities are to be located within certain Florida Department of Transportation (FDOT) rights-of-way, all of which are described on Exhibit A, as may be amended from time to time by mutual agreement of the Parties (collectively, the "Rights-Of-Way"); and

WHEREAS, Florida Administrative Code sections 14-20.003 (placement of shelters), 14-20.0032 (placement of benches), and 14-20.003 (placement of waste disposal receptacles) authorizes the City to approve the placement of bus shelters, benches, and waste disposal receptacles along state roads subject to the requirements and limitations set forth in applicable laws, including but not limited to the Florida Administrative Code; and
WHEREAS, the Parties desire to install bus shelters together with benches, bike rack and waste disposal receptacle amenities in the Rights-of-Way (the “Shelters”) pursuant to the cost-contributions per location and other details set forth on Exhibit B; and

WHEREAS, while Partner agrees to cooperate with PSTA in such efforts, PSTA will obtain any necessary approvals from third parties for the placement of the bike racks accompanying the bus shelters placed within FDOT rights-of-way under this Agreement, and nothing contained in this Agreement shall be construed as Partner granting PSTA any rights to place bike racks within FDOT rights-of-way; and

WHEREAS, Partner desires to contribute to the design, installation and costs for the Shelters in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties may install additional shelters and amenities throughout Partner’s jurisdiction in the future, other than those currently listed on Exhibits A and B, on the same terms and conditions as set forth in this Agreement (“Additional Shelter(s)’’); and

WHEREAS, PSTA’s placement of the Shelters is subject to the provisions and requirements of City Code Section 25-272 through 25-732, which governs the construction, placement, and maintenance of minor accessory structures, such as bus benches and shelters, within or over public rights-of-way and easements in the City; and

WHEREAS, PSTA is exempted from the application fee requirement in City Code Section 25-273 pursuant to Section 7 of the Pinellas Suncoast Transit Authority Law; and

WHEREAS, the Parties have agreed to enter into this Agreement in accordance with and subject to the provisions of Section 163.01, Florida Statutes; and

WHEREAS, pursuant to Florida Statutes Section 163.011(11), this Agreement shall be effective as of the date an executed copy of this Agreement is filed with the Circuit Court of Pinellas County (the “Effective Date”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

SECTION 1  RECITALS

The above recitals are true and correct and incorporated herein by reference.
SECTION 2  LICENSE AND IMPROVEMENTS

2.1  GRANT OF LICENSE. For the Shelters and any Additional Shelter(s) to be located within Partner’s Rights-of-Way, Partner hereby grants a license for PSTA and its successors, assigns, staff, agents, employees, and independent contractors, to construct, install, and maintain the Shelters in, to, on, over, under, along, and across the Rights-of-Way pursuant to the terms of this Agreement and the provisions of City Code Sections 25-272 through 25-273. This license shall remain in effect for the useful life of each Shelter except as otherwise set forth in City Code Section 25-273(e), which is incorporated herein by reference. For the purposes of this Agreement, “good cause” referred to in City Code Section 25-273 shall mean a breach by PSTA of any provision of this Agreement. For the Shelters or any Additional Shelters to be located within FDOT Rights-of-Way, PSTA shall take all actions required and shall ensure that the Shelters meet the requirements of Florida Administrative Code sections 14-20.003, 14-20.0032, and 14-20.008, as may be amended from time to time, for the Shelters or any Additional Shelters to be located within FDOT Rights-of-Way. It shall be PSTA’s responsibility to apply for and obtain any permits necessary for shelter installation on FDOT Rights-of-Way as well as any approvals necessary to allow PSTA to place bike racks in FDOT Rights-of-Way.

2.2  SHELTERS. PSTA will cause the Shelters and any Additional Shelters to be designed, constructed, installed, and maintained in accordance with this Agreement and in compliance with applicable laws. Partner hereby acknowledges and assents to PSTA’s design, construction, and installation of the Shelters and any Additional Shelters in accordance with the terms and conditions set forth in this Agreement.

2.3  ADDITIONAL SHELTERS. Partner may request to add Additional Shelters at various locations within the City of St. Petersburg, Florida. If the Parties mutually agree to add such Additional Shelters at such additional locations, Exhibit A and Exhibit B to this Agreement shall be amended through a written amendment to this Agreement executed by both Parties to include the Additional Shelters and all other appropriate information necessary to the Parties’ agreement to add such Additional Shelter(s) on the terms and conditions of this Agreement, including, as applicable: whether such Additional Shelter is a “City-Funded Shelter” or a “PSTA/City Match Shelter,” stop UID#, street address, party responsible for constructing the concrete pad, quantity, size, cost, PSTA contribution, Partner match amount, total cost, Partner contribution to warranty and proportional risk of shelter loss.

2.4  COSTS.

2.4.1  CITY-FUNDED SHELTERS. The costs associated with the purchase, design, construction, installation, and maintenance of the Shelters and any Additional Shelter(s) identified on Exhibit B (as may be amended from time to
time by mutual agreement of the Parties) as a “City-Funded Shelter” shall be born entirely by Partner.

2.4.1.1 CONSTRUCTION. For those City-Funded Shelters which are identified on Exhibit B as having the pad constructed by Partner, Partner shall cause all work to be performed and constructed consistent with the pad design approved by PSTA. The provisions of section 2.4 of this Agreement shall not apply to such construction and PSTA shall have no responsibility or liability related to such construction, including any means and methods of construction. All pad construction, installation, and all matters related thereto, including permits, licensing, and procurements, shall be solely the responsibility of Partner. For those City-Funded Shelters which are identified on Exhibit B as to be constructed by PSTA, the provisions of section 2.4 shall apply and PSTA shall submit to Partner all invoices for the purchase, design, construction, and installation of the City-Funded Shelters, together with all backup documentation received by PSTA, upon receipt by PSTA. Partner shall review each invoice and provide written notice to PSTA of any disputes with such invoices within ten (10) days of PSTA’s submission to Partner. If no such written notice is received, PSTA shall process all invoices for payment in accordance with the Florida Prompt Payment Act.

2.4.1.2 WARRANTY. PSTA will maintain the City-Funded Shelters from the installation date for each shelter and ending five (5) years thereafter ("Warranty Period") in accordance with its standard practices and procedures, in its sole and absolute discretion. In exchange, Partner shall pay to PSTA Ten Thousand U.S. Dollars and No/100 ($10,000.00) per City-Funded Shelter installed pursuant to this Agreement, which shall be due upon the Effective Date of this Agreement for the Shelters, or thirty (30) days after the effective date of any amendment to this Agreement in which additional City-Funded Shelters are added pursuant to section 2.3 of this Agreement. PSTA will further bear the risk of loss if any City-Funded Shelter is physically damaged during the Warranty Period in exchange for an additional one-time payment of Three Hundred and Sixty-Eight US Dollars and NO/100 ($368.00) per shelter. This warranty payment shall be due upon the Effective Date of this Agreement for the Shelters, or thirty (30) days after the effective date of any amendment to this Agreement in which additional City-Funded Shelters are added pursuant to section 2.4.

2.4.2 PSTA/CITY MATCH SHELTERS. The purchase, design, construction, installation, and maintenance of all other shelters, including their pads, identified on Exhibit B as “PSTA/City Match Shelters” shall be shared by the Parties in the amounts set forth on Exhibit B. All costs for PSTA/City Match Shelters shall be born initially by PSTA, and Partner shall reimburse PSTA for its share of such costs.
as set forth below. PSTA’s match for the purchase, design, construction, and installation of PSTA/City Match Shelters shall be capped at and in no instance shall it exceed ten thousand U.S. Dollars ($10,000) per shelter.

2.4.2.1 CONSTRUCTION. All PSTA/City Match Shelters shall be constructed by PSTA and the provisions of section 2.5 below shall apply. PSTA shall submit to Partner all invoices for the purchase, design, construction, and installation of PSTA/City Match Shelters, together with all backup documentation received by PSTA, upon receipt by PSTA. Partner shall review each invoice and provide written notice to PSTA of any disputes with such invoices within ten (10) days of PSTA’s submission to Partner. If no such written notice is received, PSTA shall process all invoices for payment in accordance with the Florida Prompt Payment Act.

2.4.2.2 WARRANTY. PSTA will maintain the PSTA/City Match Shelters for the applicable Warranty Period in accordance with its standard practices and procedures, in its sole and absolute discretion. In exchange, Partner shall annually pay to PSTA Five Thousand U.S. Dollars and No/100 ($5,000.00) per PSTA/City Match Shelter, with the initial payment becoming due upon the Effective Date of this Agreement or thirty (30) days after the effective date of any amendment to this Agreement in which additional PSTA/City Match Shelters are added pursuant to section 2.3. Subsequent payments for each shelter shall be due on the anniversary date of the initial payment due date for that shelter. PSTA will further bear all risk of loss if any Shelter is physically damaged during its Warranty Period, in exchange for an additional one-time payment of One Hundred and Eighty-Three US Dollars and 85/100 ($183.85) per Shelter. This warranty payment shall be due upon the Effective Date of this Agreement for the Shelters, or thirty (30) days after the effective date of any amendment to this Agreement in which additional PSTA/City Match Shelters are added pursuant to section 2.3.

2.5 CONTROL OF DESIGN, CONSTRUCTION AND INSTALLATION. Except for the pads on those certain City-Funded Shelters which are identified on Exhibit B as to be constructed by Partner, PSTA shall be solely responsible for and in control of all design, construction, installation and site work related to the Shelters and Additional Shelter(s), including but not limited to procurement and selection of consultants, engineers, general contractor(s), subcontractor(s), and/or manufacturers, and preparation of the specifications for the Shelters (the “Improvements”).

2.5.1 LICENSES AND PERMITS. PSTA shall be responsible for ensuring that all necessary licenses and permits, including right-of-way and building permits, are obtained for the completion of the Improvements. PSTA,
and/or its contractors, will procure any necessary licenses and permits that are necessary for the completion of the Improvements.

2.5.2 PROCUREMENT. It is expressly recognized and agreed that any contractor retained to perform work related to the Improvements will be selected pursuant to PSTA purchasing and procurement procedures and nothing contained herein shall be construed as a restriction on PSTA’s ability to reject all bids during any procurement process.

2.6 RECORDATION AND BINDING EFFECT. PSTA may record this Agreement in the Official Records of Pinellas County, Florida, and may re-record it at any time to preserve its rights. PSTA shall pay all recording costs and taxes necessary to record this Agreement.

SECTION 3  FORCE MAJEURE

Neither party shall be liable for its non-performance or delayed performance under this Agreement if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party.

SECTION 4  NOTICES

4.1 REQUIREMENTS. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:  
Pinellas Suncoast Transit Authority  
Administration Building  
3201 Scherer Drive  
St. Petersburg, FL 33716  
Attn: Chief Executive Officer

To Partner:  
City of St. Petersburg  
Transportation & Parking Management Department  
PO Box 2842  
St. Petersburg FL 33731  
Attn: Evan Mory

With required copy to:  
Alan S. Zimmet, Esq.  
Bryant Miller Olive P.A.  
201 N. Franklin Street, Suite 2700  
Tampa, FL 33602

4.2 CHANGE IN ADDRESS. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of Section 4.1.
SECTION 5  TERM AND TERMINATION

5.1 TERM. The term of this Agreement shall commence upon the Effective Date and shall continue for five (5) years from the date the Shelters and any Additional Shelters are installed. However, no Additional Shelters may be added to this Agreement after the last day of the fifth year in which this Agreement is in effect. The expiration of this Agreement does not affect the duration of any license granted pursuant to section 2.1.

5.2 TERMINATION FOR CAUSE. Either party may terminate this Agreement for cause by providing written notice to the other party thirty (30) days prior to termination, specifying the cause for which that party intends to terminate and only if the other party fails to cure the violation within the thirty (30) day period. Such termination will not affect the duration of any license granted pursuant to section 2.1 of this Agreement unless otherwise specified in writing by the City.

5.3 SHELTER USE. If the roadway adjacent to any of the Shelters or Additional Shelter(s) ceases to have any service by PSTA or if a Shelter is otherwise removed prior to the end of its useful life, PSTA will work cooperatively with Partner to remove and relocate such Shelters to another roadway within Partner's jurisdictional limits. In such event, the remainder of the Warranty Period shall be transferred to the relocated Shelter. If requested by Partner in accordance with City Code section 25-273(e), or if requested by the Florida Department of Transportation in accordance with Section 337.408(1), Florida Statutes, PSTA shall, at PSTA's sole cost and expense, remove the Shelters and restore the area to as near a condition as exists as of the Execution Date. In the event PSTA is unable to relocate a shelter that is removed pursuant to this section 5.3 within Partner's jurisdiction, the warranty payments made on those Shelters as set forth in section 2.4.1.2 and 2.4.2.2 shall be pro-rated on a daily basis for the number of days from the installation date of each such shelter to the date of removal, and any difference shall be remitted to Partner. Nothing contained herein shall be construed to limit or in any way restrict PSTA's sole discretion regarding routes, bus stops, and shelter placement.

5.4 NON-APPROPRIATION BY PSTA. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for its respective share of the costs under this Agreement, PSTA shall notify Partner of such occurrence and this Agreement shall be of no further force or effect.

5.5 NON-APPROPRIATION BY PARTNER. The obligations of Partner 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, Partner 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 Partner pursuant to this Agreement.

5.6 EFFECT OF TERMINATION. Upon expiration or termination of this Agreement, however terminated, this Agreement shall be of no further force or effect except for those provisions explicitly surviving termination and as follows:

5.6.1 All construction costs for work performed prior to the date of termination but before installation of the Shelters or any Additional Shelter(s) shall be borne by the Parties pursuant to their proportionate share of construction costs as set forth in section 2.4 above.

5.6.2 If this Agreement is terminated after installation of the Shelters or Additional Shelters for which a warranty payment has been made pursuant to section 2.4.1.2 and 2.4.2.2, such payment shall be pro-rated on a daily basis for the number of days from the installation date of each shelter to the date of termination, and any difference shall be remitted to Partner.

5.6.3 If requested by Partner at the time of termination in accordance with City Code section 25-273(e), PSTA shall remove the Shelters and restore the area to as near a condition as exists as of the Execution Date, reasonable wear and tear excepted, at Partner’s sole cost and expense.

5.6.4 Upon expiration or termination of this Agreement, PSTA shall have all rights, interest, and responsibility for all shelters constructed and installed under this Agreement and Partner will have no ongoing responsibility or liability for any of the shelters, including but not limited to responsibility or liability for any shelter’s maintenance or removal.

SECTION 6 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

SECTION 7 REMEDIES

WAIVER. In the event either party elects to waive its remedies for any breach of the other party of any covenant, term, or condition of this Agreement, such waiver shall
only be valid if set forth in writing and shall not limit the remedies for any subsequent breach of that or of any other term, covenant, or condition of this Agreement.

SECTION 8  INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION. Each party agrees to be fully responsible for its own acts of negligence or its respective employees' acts of negligence when such employees are acting within the scope of their employment, and each party agrees to be liable for any damages proximately caused thereby consistent with and pursuant to section 768.29(19), Florida Statutes; provided, however, that each party's liability is subject to the monetary limitations and defenses set forth in Florida Statutes 768.28. Nothing herein is intended to serve or be construed as a waiver of sovereign immunity or any other immunity from or limitation of liability to which either party is entitled, nor shall anything herein be construed as consent by either party to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by Florida Statute 768.28.

8.2 INSURANCE. PSTA and Partner shall each maintain insurance through its self-insurance program in an amount sufficient to cover the limited waiver of sovereign immunity stated in section 768.28(5), Florida Statutes.

SECTION 9  MISCELLANEOUS

9.1 ENTIRE AGREEMENT. This Agreement, including all exhibits, constitutes the entire agreement between the parties with respect to the Improvements and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Agreement and any exhibits hereto.

9.2 MUTUAL DRAFTING. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

9.3 SEVERABILITY. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall be treated as though that portion had never been a part hereof.

9.4 MODIFICATION. This Agreement shall only be amended by express written agreement of the parties.

9.5 ASSIGNMENT. Partner shall not assign this Agreement or any benefits arising therefrom without the prior written consent of PSTA. Required written consent
shall not be unreasonably withheld or delayed by PSTA. PSTA may assign its rights and obligations under this Agreement to any successor public transit authority or a public agency operating buses in Pinellas County, without the consent of Partner.

9.6 HEADINGS AND SECTION REFERENCES. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

9.7 AUTHORIZATION. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

9.8 THIRD PARTY BENEFICIARY. No person or entity other than the Parties and their successors and assigns have any rights whatsoever under this Agreement.

9.9 FILING WITH THE CLERK OF COURT. PSTA shall, within thirty days after the Execution Date, file this Agreement and any subsequent amendments with the Clerk of the Circuit Court of Pinellas County as required pursuant to Section 163.01(11), Florida Statutes. PSTA shall provide Partner with proof of such filing within ten (10) days after filing.

9.10 PSTA REPRESENTATIONS. PSTA represents that, for the purposes of Section 337.408(1), Florida Statutes, PSTA is not a qualified private supplier or other person under contract to install a bench or transit shelter.

[The remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the Effective Date.

Attest:

Rachael Cappolla, Executive Assistant

PSTA:

Brad Miller, Chief Executive Officer

APPROVED AS TO FORM:

Alan S. Zimmet, General Counsel

PARTNER:

Title: ____________________________

Print Name: ________________________

ATTEST:

(SEAL)

City Clerk (Designee)

Approved as to Form and Content:

Provisions of Agreement approved:

City Attorney (Designee)

Print name: ________________________

Title: Engineering Director (or Designee)
Exhibit A
Rights of Way
### Exhibit B

**Skyway Marina District - Shelter Costs**

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<th>RAD Constructed BY</th>
<th>QTY</th>
<th>SIZE</th>
<th>COST</th>
<th>PSTA Contribution</th>
<th>City Match Amount</th>
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**Grand Total:** $205,610.26
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with Orange Belt Station, LLC., a Florida limited liability company, providing for an extension of the Due Diligence Period to March 1, 2019.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 15, 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 First Amendment to the Lease and Development Agreement with Orange Belt Station, LLC., a Florida limited liability company, providing for an extension of the Due Diligence Period to March 1, 2019; and to execute all documents necessary to effectuate same; and providing an effective date.

BACKGROUND:

In response to a Request for Proposal issued on January 20, 2017, the City of St. Petersburg ("City") and Orange Belt Station, LLC., a Florida limited liability company ("Tenant"), entered into a Lease and Development Agreement on September 22, 2017 ("Agreement"), authorized by City Council Resolution No. 2017-520, for the development of the City-owned property described below ("Premises"):

Legal Description: Lots 1 thru 5, Block L, COLONIAL ANNEX and Lots 4 and 5, Block K, COLONIAL ANNEX, as recorded in Pinellas County Plat Book 004, Page 065.

Approx. Address: 600 - 26th Street South, St. Petersburg, Florida 33712


The Agreement provides that the Tenant shall develop ±14,000 square feet of climate-controlled space and associated parking and amenities ("Improvements") as follows: ±5,000 sq./ft. manufacturing facility, with the ability to add ±2,000 sq./ft. loft space for business expansion, to be leased for use as a craft distillery; ±2,000 sq./ft. to be leased as artist studios and galleries; ±5,000 sq./ft. to be leased as light manufacturing/office space or as otherwise allowed by zoning regulations; ±5,000 sq./ft. courtyard/event space; and parking to be dedicated in lots on the west side of 26th Street South.

In addition, the Agreement provides that the Tenant would have up to one hundred eighty (180) days after the Effective Date ("Due Diligence Period") to perform its inspections, review documents, provide the City evidence of the Tenant's financial capability to construct the Improvements, and receive City approval of the Tenant's site and building construction plans for the Improvements, as evidenced by issuance of approved building permit(s) ("Permits") for the Improvements. In the event of unexpected and unintended delays, the Tenant could request, in writing, a ninety (90) day extension of the Due Diligence, which not be unreasonably denied. Once the Due Diligence Period has ended, and without further written notice, Tenant would be deemed to have accepted the Premises in "as is" condition.

On March 13, 2018, the Tenant submitted a written request for a ninety (90) day extension of the Due Diligence Period which was subsequently granted by the City to extend the Due Diligence Period to June 19, 2018.
During the extended Due Diligence Period, the Tenant submitted a complete set of civil site plans to the City for approval on March 5, 2018 and submitted a building shell plan to the City for approval on March 23, 2018. After both plans were reviewed by the City, a notice of corrections ("Notice") was mailed for the Tenant to address. The Notice made the Tenant aware of circumstances beyond its control that required seeking a new engineering firm, which would delay the Tenant's progress on receiving Permits. Due to the Tenant switching engineering firms, on May 23, 2018, the Tenant informed the City that it was unable to receive Permits by the end of the Due Diligence Period and that it would submit the changes to address the items in the Notice as soon as possible.

At the request of Real Estate & Property Management, on October 18, 2018, the Tenant met with City Administration and staff to provide a status update on the Permits. At this meeting, the Tenant provided the City evidence that it had resubmitted corrected civil site plans to the City for review on September 13, 2018 and provided the City evidence of diligently pursuing completion of the corrections to the building shell plan for resubmission. Additionally, the Tenant requested another extension of the Due Diligence Period in order to receive the Permits, and City Administration agreed to seek City Council approval of extending the Due Diligence Period to March 1, 2019, based upon the current status of the Permits.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment Lease and Development Agreement with Orange Belt Station, LLC, a Florida limited liability company, providing for an extension of the Due Diligence Period to March 1, 2019; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: ____________________________

Budget: N/A

Legal: ____________________________

(As to consistency w/attached legal documents)
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT WITH ORANGE BELT STATION, LLC, A FLORIDA LIMITED LIABILITY COMPANY, PROVIDING FOR AN EXTENSION OF THE DUE DILIGENCE PERIOD TO MARCH 1, 2019; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2017, City Council approved Resolution No. 2017-520, authorizing the thirty (30) year Lease and Development Agreement ("Agreement") with Orange Belt Station, LLC., a Florida limited liability company ("Tenant") for the use of City-owned property located at approximately 600 – 26th Street South, St. Petersburg ("Premises"), in order to construct a ±14,000 square feet of climate-controlled space and associated parking and amenities ("Improvements"); and

WHEREAS, the Premises are legally described as follows:

Lots 1 thru 5, Block L, COLONIAL ANNEX and Lots 4 and 5, Block K, COLONIAL ANNEX, as recorded in Pinellas County Plat Book 004, Page 065.

Parcel I.D. Nos.: 23-31-16-17298-012-0010 & 23-31-16-17298-011-0040; and

WHEREAS, under the Agreement executed on September 23, 2017 ("Effective Date"), the Tenant was given up to one hundred eighty (180) days after the Effective Date ("Due Diligence Period") to perform its inspections, review documents, provide the City evidence of the Tenant's financial capability to construct the Improvements, and receive City approval of the Tenant's site and building construction plans for the Improvements, as evidenced by issuance of approved building permit(s) ("Permits") for the Improvements; and

WHEREAS, on March 13, 2018, the Tenant submitted a written request for a ninety (90) day extension of the Due Diligence Period, as authorized under the Agreement, which was subsequently granted by the City to extend the Due Diligence Period to June 19, 2018, which has ended; and

WHEREAS, during the extended Due Diligence Period, the Tenant submitted a complete set of civil site plans to the City for approval on March 5, 2018 and submitted a building shell plan to the City for approval on March 23, 2018; and
WHEREAS, after both plans were reviewed by the City, a notice of corrections ("Notice") was mailed for the Tenant to address, which made the Tenant aware of circumstances beyond its control that required seeking a new engineering firm, which would delay the Tenant’s progress on receiving Permits; and

WHEREAS, due to the Tenant switching engineering firms, on May 23, 2018, the Tenant informed the City that it was unable to receive Permits by the end of the Due Diligence Period and that it would submit the changes to address the items in the Notice as soon as possible; and

WHEREAS, at a meeting on October 18, 2018, the Tenant provided the City a status update evidencing that it had resubmitted corrected civil site plans to the City for review on September 13, 2018 and is diligently pursuing completion of the corrections to the building shell plan for resubmission; and

WHEREAS, the Tenant has requested another extension of the Due Diligence Period in order to receive the Permits in a timely manner and Administration recommends extending the end date of the Due Diligence Period to March 1, 2019, based upon the current status of the Permits; and

WHEREAS, the Tenant has executed a First Amendment to the Agreement, subject to City Council approval, extending the Due Diligence Period to March 1, 2019 and clarifying that failure to finalize the Permits by that date will be considered a default of the Agreement, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a First Amendment to the Lease and Development Agreement with Orange Belt Station, LLC, a Florida limited liability company, providing for an extension of the Due Diligence Period to March 1, 2019; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)
00411008.doc v2

APPROVED BY:

[Signature]
Sophia Sorolis, Director
Economic and Workforce Development

APPROVED BY:

[Signature]
Alfred Wendler, Acting Director
Real Estate & Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his
designee, to execute (i) a twelve (12) month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Tricera Eastman, LLC, a Delaware limited liability company, for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; (ii) an amendment to the Parking Management Agreement ("Agreement") with Central Parking System of Connecticut, Inc., (commonly known as "SP+") for the purpose of incorporating that parking facility into the scope of services of the existing Agreement; and (iii) approving a supplemental appropriation in the amount of $143,250 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245).

Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute (i) a twelve (12) month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Tricera Eastman, LLC, a Delaware limited liability company, for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; (ii) an amendment to the Parking Management Agreement ("Agreement") with Central Parking System of Connecticut, Inc., (commonly known as "SPS") for the purpose of incorporating that parking facility into the scope of services of the existing Agreement; (iii) approving a supplemental appropriation in the amount of $143,250 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245); and all other documents necessary to effectuate this transaction.

EXPLANATION: Real Estate & Property Management ("REPM") received a request from the Transportation and Parking Management Department to prepare a Parking Lot Lease Agreement ("Lease") between the City and Tricera Eastman, LLC ("Tricera"), (collectively "Parties") for certain real property owned by Tricera in an area generally referred to as the EDGE District, located between Central Avenue and 1st Avenue South between 11th Street South and 13th Street South, consisting of four (4) parcels (collectively, "Property"). See attached Illustration.

For background, the EDGE District has experienced significant growth in recent years with the construction of new apartments, the addition of new businesses and an increased number of special events. As a result of the area growth, on February 2, 2017, City Council approved Resolution No. 2017-68, approving the EDGE District Improvement Plan ("Plan"), identifying priority improvements in the EDGE District, with the increase in the supply of public parking identified as a top priority in the approved Plan.

On December 14, 2017, City Council approved Resolution No. 2017-720, authorizing the approval of a term sheet for the purposes of entering into a public/private partnership with Tribridge Residential, LLC ("Tribridge"), for the development of a parking garage as part of a proposed mixed-use project, with portions of the garage available for public use.

In May, 2018, Tribridge sold its interest in the Property to Tricera. Tricera currently has no immediate intention to develop the originally proposed mixed-use development and parking garage as proposed by Tribridge. As a result of the current circumstances, the City and Tricera commenced discussions to allow the City's use of the Property for fee-based public parking as an alternative to the original proposed public/private partnership with Tribridge to serve the existing demand for public parking in the EDGE District. The City will continue to seek a public-private opportunity to add structured parking in the EDGE District, either on this property or another.
Accordingly, Real Estate & Property Management prepared the proposed Lease with Tricera to include the terms and conditions as set forth below, subject to City Council approval:

1. The initial term of the Lease will be for twelve (12) months ("Term"), with two (2) optional renewal terms of twelve (12) months each ("Renewal Term").

2. The City shall pay rent in the amount of $7,625.00 per month for the initial Term of the Lease.

3. In the event of the first Renewal Term, the City shall pay rent in the amount of $8,333.33 per month during the first twelve (12) month Renewal Term. In the event of the second Renewal Term, the City shall pay $8,583.33 per month during the second twelve (12) month Renewal Term.

4. Tricera and the City shall have the option to terminate the Lease on or after August 1, 2019 ("Early Termination") by providing either party a notice in writing and provide the City not less than ninety (90) days to vacate the Premises. If Tricera elects to exercise its option of Early Termination, the City shall pay reduced rent in the amount of $6,916.67 per month during the aforementioned 90-day period or until the expiration of the Term, whichever occurs first.

5. The City shall be permitted to make all improvements to the Premises at an estimated cost of $17,000.00, which may include the installation of two (2) pay stations, filling potholes, minor lighting upgrades and tree trimming ("Improvements"). The City and Tricera have agreed to equally split the estimated cost of the Improvements. Tricera's portion of the Improvements costs will be provided through a monthly rent concession for the initial Term of the Lease.

6. The City shall be permitted to contract with a third-party parking management company for the operation of the parking facility on the condition that the City requires such third-party operator to provide appropriate insurance coverages, listing the City and Tricera as additional insureds.

7. The City shall provide liability insurance as a fully qualified self-insurer under Section 768.28 Florida Statutes to the extent and limits provided by the statute. The statutory limits are presently $200,000 per any one person and $300,000 per aggregate for any one incident.

The City’s current contractor for parking management and operation, Central Parking System of Connecticut, Inc. ("SP+"), has agreed to operate the EDGE District parking facility pursuant to an amendment of the current agreement between the City and SP+ (the "Agreement"). The Agreement will be amended to: (i) add the EDGE District parking facility into the scope of services managed by SP+ under the Agreement, subject to the terms of the Lease between the City and Tricera; (ii) increase the annual Management Fee under the Agreement by $7,140 (i.e., from $70,772 to $77,912); and (iii) increase the annual amount of Final Budgeted Expenses under the Agreement by $52,860 (i.e., from $1,490,826 to $1,543,686); and (iv) make any other change to the Agreement necessary to include the EDGE District parking facility as long as that change does not further increase any fee or expense due to SP+.
The Transportation and Parking Management Department has estimated the total operating costs for the initial Term, including rent, Improvements, and the increased Management Fee and Final Budgeted expenses due to SP+, to be $60,000. Given an annual rent of $91,500, the initial lot improvement costs of $17,000 and total annual estimated revenue of $190,000.00, this results in an estimated net operating income of $21,500.00. The COST/FUNDING section below includes figures for the remaining 10 months of this fiscal year.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution, authorizing the Mayor, or his designee, to execute (i) a twelve (12) month Parking Lot Lease Agreement with Tricera Eastman, LLC, Delaware limited liability company, for the City’s use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; (ii) the amendment to the Parking Management Agreement between the City and SP+ described in this memo; (iii) approving a supplemental appropriation in the amount of $143,250 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245); and all other documents necessary to effectuate this transaction.

COST/FUNDING/ASSESSMENT INFORMATION: Estimated revenues collected from the parking facility usage fees are anticipated to exceed and offset operating expenses. Funds will be available after the approval of a supplemental appropriation in the amount of $143,250 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245).

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget:

Legal: (As to consistency w/attached legal documents)
Approximately one hundred eighty (180) parking spaces located within four (4) parcels as identified by the following:

Pinellas County Parcel ID Nos.

24-31-16-14544-000-0250
24-31-16-53478-000-0090
24-31-16-53478-000-0170
and the Westerly 2/3 portion of 24-31-16-53478-000-0210
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE (I) A TWELVE (12) MONTH PARKING LOT LEASE AGREEMENT, WITH TWO (2) ONE-YEAR RENEWAL OPTIONS, WITH TRICERA EASTMAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE CITY’S USE OF APPROXIMATELY ONE HUNDRED EIGHTY (180) PARKING SPACES, GENERALLY LOCATED AT 1120 CENTRAL AVENUE, ST. PETERSBURG, TO OPERATE A FEE-BASED PARKING FACILITY WITHIN THE EDGE DISTRICT; (II) AN AMENDMENT TO THE CITY’S PARKING MANAGEMENT AGREEMENT (“AGREEMENT”) WITH CENTRAL PARKING SYSTEM OF CONNECTICUT, INC., FOR THE PURPOSE OF INCORPORATING THAT PARKING FACILITY INTO THE SCOPE OF SERVICES OF THE EXISTING AGREEMENT; (III) APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $143,250 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, PARKING FACILITIES MANAGEMENT DIVISION (281.1245); AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THAT TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management (“REPM”) received a request from the Transportation and Parking Management Department to prepare a Parking Lot Lease Agreement (“Lease”) between the City and Tricera Eastman, LLC (“Tricera”), (collectively "Parties"), for certain real property owned by Tricera in an area generally referred to as the EDGE District, located between Central Avenue and 1st Avenue South between 11th Street South and 13th Street South, consisting of four (4) parcels (collectively, "Property"); and

WHEREAS, the EDGE District has experienced significant growth in recent years with the construction of new apartments, the addition of new businesses and an increased number of special events; and
WHEREAS, as a result of the area growth, on February 2, 2017, City Council approved Resolution No. 2017-68, approving the EDGE District Improvement Plan ("Plan"), identifying priority improvements in the EDGE District, with the increase in the supply of public parking identified as a top priority in the approved Plan; and

WHEREAS, the City and Tricera commenced discussions to allow the City's use of the Property for fee-based public parking to serve the existing demand for public parking in the EDGE District; and

WHEREAS, Real Estate & Property Management prepared the proposed Lease with Tricera, subject to the approval of the City Council, for an initial term of twelve (12) months with two (2) optional renewal terms of twelve (12) months each ("Term"), with rent for the initial Term commencing at $7,625.00 per month; and

WHEREAS, the City shall be permitted to make all improvements to the Premises, at an estimated cost of $17,000.00 to be born equally by the Parties, which may include the installation of two (2) pay stations, filling potholes, minor lighting upgrades and tree trimming ("Improvements"); and

WHEREAS, the City shall be permitted to contract with a third-party parking management company for the operation of the parking facility; and

WHEREAS, the City's current contractor for parking management and operation, Central Parking System of Connecticut, Inc. ("SP+"), has agreed to operate the parking facility pursuant to an amendment of the current agreement between the City and SP+ (the "Agreement"); and

WHEREAS, the Agreement will be amended to: (i) add the EDGE District parking facility into the scope of services managed by SP+ under the Agreement, subject to the terms of the Lease between the City and Tricera Eastman, LLC; (ii) increase the annual Management Fee by $7,140 (i.e., from $70,772 to $77,912); (iii) increase the annual amount of Final Budgeted Expenses under the Agreement by $52,860 (i.e., from $1,490,826 to $1,543,686); and (iv) make any other change to the Agreement necessary to include the EDGE District parking facility as long as that change does not further increase any fee or expense due to SP+; and

WHEREAS, the total operating costs for the initial Term, including rent, Improvements and third-party parking operator fees, is estimated to be $60,000, and given an annual rent of $91,500, the initial lot improvement costs of $17,000 and total annual estimated revenue of $190,000.00, this Lease is estimated to produce a net operating income of $21,500.00 for the Term.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a twelve (12) month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Tricera Eastman, LLC, a Delaware limited liability company, for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; and
BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to execute an amendment to the City's Agreement with Central Parking System of Connecticut, Inc. for the purpose of incorporating that parking facility into the scope of services of the existing Agreement; and

BE IT FURTHER RESOLVED that a supplemental appropriation in the amount of $91,500 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245), is hereby approved for FY 2019:

Parking Revenue Fund (1021)
Transportation and Parking Management,
Parking Facilities Management (281.1245) $143,250

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)  
Evan Mory, Director
Transportation and Parking Management

APPROVED BY:

Elizabeth Makofske  
Director
Budget & Management

APPROVED BY:

Alfred Wendler, Acting Director
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: Confirming the appointment of Shannon Burton-Fernandez as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting November 15, 2018

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

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Shannon Burton-Fernandez as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.

I respectfully request that Council confirm the appointment of Shannon Burton-Fernandez as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.

RK/cs
Attachments
cc: M. Jefferis, Parks & Recreation Director
    C. Ware, Commission on Aging Liaison, Office on Aging
A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR MEMBER
TO THE COMMISSION ON AGING; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the appointment of Shannon Burton-Fernandez as a regular member
to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Confirming the Reappointment of Wayne N. "Skip" Fraser as a member of the Health Facilities Authority to serve a four-year term ending December 31, 2021.
Please scroll down to view the backup material.
CB-11
MEMORANDUM

Council Meeting of November 15, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Reappointment of Wayne N. “Skip” Fraser as a member of the Health Facilities Authority to serve a four-year term ending December 31, 2021.

I respectfully request that Council confirm the reappointment of Wayne N. “Skip” Fraser as a member of the Health Facilities Authority to serve a four-year term ending December 31, 2021.
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF A REGULAR MEMBER TO THE HEALTH FACILITIES AUTHORITY, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Wayne N. "Skip" Fraser as a regular member to the Health Facilities Authority to serve a four-year term ending December 31, 2021.

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: Confirming the Reappointment of William C. Johnson as members of the Health Facilities Authority to serve a four-year term ending December 31, 2021.

Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of November 15, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Reappointment of William C. Johnson as member of the Health Facilities Authority to serve a four-year term ending December 31, 2021.

I respectfully request that Council confirm the reappointment of Mr. William C. Johnson as a member of the Health Facilities Authority to serve a four-year term ending December 31, 2021.
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF A REGULAR MEMBER TO THE HEALTH FACILITIES AUTHORITY, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of William C. Johnson as a regular member to the Health Facilities Authority to serve a four-year term ending December 31, 2021.

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: Confirming the Appointment of Viera Vorasam to replace Mary Hilton Cross, retired, as a member of the Health Facilities Authority to serve the remainder of Mrs. Cross's four-year term ending December 31, 2021. Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of November 15, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Appointment of Viera Vorasarn to replace Mary Hilton Cross, retired, as a member of the Health Facilities Authority to serve the remainder of Mrs. Cross’s four-year term ending December 31, 2021.

I respectfully request that Council confirm the appointment of Ms. Viera Vorasarn to replace Mrs. Mary Hilton Cross, retired, as a member of the Health Facilities Authority to serve the remainder of Mrs. Cross’s four-year term ending December 31, 2021.
A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR MEMBER
TO THE HEALTH FACILITIES AUTHORITY;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the appointment of Viera Vorasarn in place of Mrs. Mary Hilton
Cross, retired, as a regular member to the Health Facilities Authority to serve the remainder of a
four-year term ending December 31, 2021.

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: Confirming the Appointment of Maryanne Rouse to replace John Green, deceased, as a member of the Health Facilities Authority to serve the remainder of Mr. Green’s four-year term ending December 31, 2019. Please scroll down to view the backup material.
MEMORANDUM
Council Meeting of November 15, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Appointment of Maryanne Rouse to replace John Green, deceased, as a member of the Health Facilities Authority to serve the remainder of Mr. Green’s four-year term ending December 31, 2019.

I respectfully request that Council confirm the appointment of Ms. Maryanne M. Rouse to replace John Green, deceased, as a member of the Health Facilities Authority to serve the remainder of Mr. Green’s four-year term ending December 31, 2019.
A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR MEMBER
TO THE HEALTH FACILITIES AUTHORITY;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the appointment of Maryanne Rouse in place of John Green,
deceased, as a regular member to the Health Facilities Authority to serve the remainder of a four-
year term ending December 31, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (Designee)
The following page(s) contain the backup material for Agenda Item: A resolution approving an agreement between the city of St. Petersburg, Florida, and Sherilyn Bailey d/b/a Xenobia Bailey ("Artist"), for Artist to design, fabricate, and install a piece of art entitled Morning “Stars” on the north side of the screen wall structure at the St. Pete Pier,™ (“Screen Wall”) for a firm fixed price of $200,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Morning “Stars”; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $310,500 from the Pier Visioning Project (11988); approving a transfer in the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the transfer above, to the Mayor’s Office, Cultural Affairs Division (020-1777); authorizing the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions.

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
November 15, 2018 

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

SUBJECT: 
A resolution approving an agreement between the city of St. Petersburg, Florida, and Sherilyn Bailey d/b/a Xenobia Bailey (“Artist”), for Artist to design, fabricate, and install a piece of art entitled Morning “Stars” on the north side of the screen wall structure at the St. Pete Pier,™ (“Screen Wall”) for a firm fixed price of $200,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Morning “Stars”; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $310,500 from the Pier Visioning Project (11988); approving a transfer in the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the transfer above, to the Mayor’s Office, Cultural Affairs Division (020-1777); authorizing the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION: 
The St. Petersburg Pier Art Project Committee was established pursuant to Section 5-58 of the City Code to ensure that proper consideration was given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the project. A contract was entered into with Ann Wykell to act as project manager for the pier art selection process. Over a period of several meetings in early 2017, the project manager presented work by artists with qualifications to complete work of this nature to the Project Committee. At the October 18, 2017 meeting of the Project Committee, after discussion and review of artists’ works, the Project Committee voted on six (6) finalists and two (2) alternates. The Committee met on April 24, 2018 to review the finalists’ presentations of their proposals and based on the proposals presented by Xenobia Bailey, the Committee selected Ms. Bailey to fully design, fabricate and install a piece of art entitled Morning “Stars” (a mosaic tile installation) on the Screen Wall in the New St. Petersburg Pier™. On May 1, 2018, the Public Arts Commission approved the Committee’s selection and recommends that City Council approve agreements for Artist to fully design, develop and install the Morning “Stars” on the Screen Wall.

Rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $310,500 from the Pier Visioning Project (11988). Requesting a transfer in the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $200,000 from the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor’s Office of Cultural Affairs Division (020-1777). The $110,500 remaining from the total $310,500 transfer has been reserved by the Public Arts Commission for an additional public art project at the St. Pete Pier™ which will be presented to City Council for approval in the near future.
RECOMMENDATION:
Administration recommends that City Council accept the recommendation made by the St. Petersburg Pier Public Art Project Committee and approved by the Public Arts Commission.

COST/FUNDING/ASSESSMENT INFORMATION:
Funds will be available after approval of a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $310,500 from the Pier Visioning Project (11988); a transfer in the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901) and approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor’s Office, Cultural Affairs Division (020-1777).

ATTACHMENTS:
(1) Sculpture Design Rendering
(2) Resolution
(3) Artist Agreement

APPROVALS:
Administration: ________________________  Budget: ________________________
Morning “Stars”

As an artist, Xenobia primarily works in fiber arts, creating crocheted mandalas which consist of colorful concentric circles and repeating patterns. Her work ranges from costumes and hats to wall pieces. For projects such as the one she has proposed for St. Petersburg, she will crochet several mandalas with brightly colored fiber medium and will then work with her fabricators to scan the images and create the design digitally so it can be transferred and applied as a mosaic design to the surface. Her work on the St. Pete Pier™ will consist of colors as shown below, of these, a portion of the tiles will have an iridescent finish to allow them to sparkle like stars as the sun rises from the east and passes over the city.
Resolution No. 2018-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SHERILYN BAILEY D/B/A XENOBIA BAILEY ("ARTIST"), AND ALL OTHER NECESSARY DOCUMENTS, FOR ARTIST TO DESIGN, DEVELOP AND INSTALL A PIECE OF EXTERIOR ART ENTITLED MORNING "STARS" ON THE NORTH SIDE OF THE SCREEN WALL STRUCTURE AT THE ST. PETERS PIER™ FOR A FIRM FIXED PRICE OF $200,000; EXEMPTING AND WAIVING THE FLORIDA STATUTE AND CITY CODE PUBLIC CONSTRUCTION BOND REQUIREMENT; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF $310,500 FROM THE PIER VISIONING PROJECT (11988); APPROVING A TRANSFER IN THE AMOUNT OF $310,500 FROM THE UNENCUMBERED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE RESCISSION, TO THE ARTS IN PUBLIC PLACES FUND (1901); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $200,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901), RESULTING FROM THE ABOVE TRANSFER, TO THE MAYOR'S OFFICE, CULTURAL AFFAIRS DIVISION (020-1777); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and
WHEREAS, the Pier Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the City Code to ensure that proper considerations were given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the St. Pete Pier™; and

WHEREAS, the Committee posted a call to artists online, inviting artists from around the world to express their interest in the project and submit their qualifications; and

WHEREAS, the Committee performed a rolling review of potential artists who expressed interest in the project and submitted their qualifications; and

WHEREAS, the Committee narrowed down the potential artists to six finalists and two alternates at the Committee's October 18, 2017 meeting; and

WHEREAS, the Committee met on April 11, 2018 to hear the six finalists' presentations of their proposals; and

WHEREAS, based on the site-specific proposal for an exterior piece presented by Sherilyn Bailey d/b/a Xenobia Bailey ("Artist"), one of the finalists, the Committee selected Artist to fully design, develop and install an exterior mosaic tile installation entitled Morning "Stars" on the north side of the screen wall structure at the St. Pete Pier™; and

WHEREAS, on May 1, 2018, the Public Arts Commission approved the Committee's selection and recommends approval of the agreement; and

WHEREAS, the agreement involves the prosecution and completion of a public work requiring a public construction bond pursuant to Florida Statute Section 255.05(1) and City Code Section 2-254(a), unless City Council exempts Artist from executing a public construction bond pursuant to Florida Statute Section 255.05(1)(d) and waives the requirement pursuant to City Code Section 2-259; and

WHEREAS, Administration recommends that City Council grant an exemption and waiver from the public construction bond requirement; and

WHEREAS, Administration, in conjunction with the Public Arts Commission, recommends approval of the agreement; and

WHEREAS, the total allocations of funds to be deposited into the Arts in Public Places Fund is $310,500; and
WHEREAS, the full amount to be deposited into the Arts in Public Places Fund (1901) from the Pier Visioning Project (11988) pursuant to Chapter 5 of the City Code is $348,000; and

WHEREAS, on April 4, 2017, the Public Arts Commission voted to reimburse the Pier Visioning Project (11988) with $37,500 from the Arts in Public Places Fund (1901) in the event the City proceeded with the second phase of the JEl Feasibility Study Agreement; and

WHEREAS, on April 6, 2017, City Council approved a two-phase agreement with Janet Echelman, Inc. in the amount of $75,000 ("JEl Feasibility Study Agreement"), with $37,500 allocated out of the Arts in Public Places Fund (1901) for the first phase, and $37,500 to come from the Pier Visioning Project (11988) for the second phase; and

WHEREAS, the City proceeded with the second phase of the JEl Feasibility Study Agreement, so $37,500 will remain in the Pier Visioning Project (11988); and

WHEREAS, the remaining $110,500 resulting from the transfer of $310,500, in addition to a portion of the $37,500 remaining from the JEl Feasibility Study Agreement, has been reserved by the Public Arts Commission for an additional public art project at the St. Pete Pier™ which will be presented to City Council for approval in the near future.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute an agreement between the City of St. Petersburg, Florida, and Sherilyn Bailey d/b/a Xenobia Bailey ("Artist") and all other necessary documents, for Artist to design, develop and install a piece of exterior art entitled Morning "Stars" on the north side of the screen wall structure at the St. Pete Pier™ for a firm fixed price of $200,000.

BE IT FURTHER RESOLVED that Artist is exempted from executing a public construction bond pursuant to Florida Statute Section 255.05.

BE IT FURTHER RESOLVED that the requirement under City Code Section 2-254(a) that Artist obtain a public construction bond is waived.

BE IT FURTHER RESOLVED that the City attorney is authorized to make non-substantive changes to the agreement.
BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $310,500 in the General Capital Improvement Fund (3001) from the Pier Visioning Project (11988) is hereby rescinded.

BE IT FURTHER RESOLVED that a transfer in the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901) is hereby approved:

<table>
<thead>
<tr>
<th>General Capital Improvement Fund (3001)</th>
<th>Arts in Public Places Fund (1901)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$310,500</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, is hereby approved for FY 2019:

<table>
<thead>
<tr>
<th>Arts in Public Places Fund (1901)</th>
<th>Mayor's Office, Cultural Affairs Division (020-1777)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$200,000</td>
</tr>
</tbody>
</table>

This Resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Administration

City Attorney (Designee)

Budget
ARTIST AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1/1/2018 day of February, 2018 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and Sherilyn Bailey d/b/a Xenobia Bailey ("Artist") (collectively, "Parties").

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which a work of art shall be designed, fabricated and installed in the place designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Artwork - The work of art entitled Morning "Stars" which is designed, built, and installed by the Artist under this Agreement.

1.2 Site - On the north side of the screen wall structure of the St. Pete Pier™ in the area depicted and identified on Exhibit A, which is attached hereto and made a part hereof.

ARTICLE 2. SCOPE OF SERVICES

2.1 Artwork Described. Artist shall complete the design, development, fabrication, delivery and installation of the Artwork. The Artwork is generally depicted and described in Exhibit A.

2.2 Independent Contractor. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.3 Artist Responsibilities. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation of the Artwork and comply with the following:

A. Beginning on the Effective Date, Artist shall commence the final design, development, fabrication and installation of the Artwork in accordance with this Agreement.

B. Final placement of the Artwork must be coordinated with and approved by the City before installation begins to ensure that no damage is caused to the Site.
C. Artist shall submit monthly progress reports to the City upon written request.

D. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture, or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as approved by the City.

E. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.

F. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall be designed to withstand all conditions that could reasonably be expected to occur at the Site.

G. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than five (5) years.

H. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the construction and/or installation of the Artwork.

I. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”). Artist hereby makes all certifications required by Florida Statute section 287.135.

J. If access to the Site is required prior to the completion of the St. Pete Pier,™ which is currently under construction, Artist must obtain permission from the City’s construction manager and comply with all procedures and requirements of the City’s construction manager related to access and safety, including but not limited to any requirement that the City’s construction manager be listed as an additional insured on this Agreement or otherwise.

2.4. City’s Right to Review Progress. The City shall have the right to review the progress of the Artwork at all reasonable times. In the event the City determines that the Artist has failed to comply with any of the deadlines set forth in this Agreement, Artist grants the City the right to complete the installation of the Artwork, and Artist further agrees to a
reduction in the Fixed Firm Price by the costs incurred by the City to complete the installation in such event.

2.5. **Ownership of Documents.** Upon completion of the Artwork all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

**ARTICLE 3. COMPENSATION**

3.1. **Firm Fixed Price.** City shall pay Artist a firm fixed price of two hundred thousand dollars ($200,000) ("Firm Fixed Price"), which shall constitute full compensation for all services performed (including any approved services provided prior to the Effective Date) and materials furnished by Artist under this Agreement, including Artist’s fee.

3.2. **Method and Schedule of Payment.** Artist shall invoice the City for the Firm Fixed Price in accordance with the following schedule. Each payment represents full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid within 30 days after receipt of a proper invoice and any applicable certifications or documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.

A. Phase I - Artist shall invoice the City for forty thousand dollars ($40,000) within thirty (30) days after the Effective Date. This amount is intended to cover completion of the final design.

B. Phase II – Artist shall invoice the City for eighty thousand dollars ($80,000) within thirty (30) days after the City’s acceptance of the design and engineering documents. The amount is intended to cover materials and process fees.

C. Phase III - Artist shall invoice the City for forty thousand dollars ($40,000) within thirty (30) days after 50% of fabrication is complete. Photo documentation will be provided.

D. Phase IV - Artist shall invoice the City for the remaining forty thousand dollars ($40,000) of the Firm Fixed Price upon completion and installation of the Artwork and presenting to or obtaining from the City the following:

i. Photos and documentation of completed fabrication of the Artwork and evidence that all required permits have been obtained,

ii. A written bill of sale conveying title of the Artwork to the City,

iii. Written instructions for the care, maintenance, preservation and handling of the Artwork pursuant to this Agreement,
iv. A sworn statement of no liens, claims or other encumbrances pursuant to this Agreement,

v. A written warranty pursuant to this Agreement,

vi. Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons, and

vii. Obtaining Final Acceptance (as defined herein) of the Artwork pursuant to this Agreement.

3.3. Availability of Funds. The performance by the City of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the City for the purposes of this Agreement for the current and any future fiscal period. The City shall appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.4. Travel and Other Expenses. Travel and other expenses will not be reimbursed except as provided in this Agreement. Artist's sole compensation shall be the Firm Fixed Price as described in this Article 3.

ARTICLE 4. TIME OF PERFORMANCE

4.1. Time of Performance Described. All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall begin installation of the Artwork upon receipt of a written notice from the City that Artist is to begin installation. Artist shall then complete the installation within 30 days after receiving such notice from the City. Artist shall complete and install the Artwork and submit all required documentation to the City no later than September 30, 2019.

4.2. Extensions by City. The City may grant Artist a reasonable extension of time in the event there is a delay on the City’s part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes “beyond Artist’s control.” Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.

4.3. Special Extensions. The City’s Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.
4.4. **Failure to Fulfill Obligations.** Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. **Presentations of Artwork While in Progress.** During the performance of this Agreement, Artist specifically grants to the City the right, at the City's discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. **Acceptance of Artwork upon Completion.** The Artist shall provide the City with written notice of completion after the Artist completes and installs the Artwork and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City's receipt of the Artist's written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications set forth herein or if the Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure to provide documentation required pursuant to this Agreement ("Noncompliance"), the City shall give Artist written notice of such failure to accept, the reasons therefore and a reasonable opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, "Final Acceptance" means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.

**ARTICLE 5. GENERAL CONDITIONS**

5.1. **Assignment, Transfer or Subcontracting.** A material element of this Agreement is the personal skill, judgment and creativity of Artist. Therefore, Artist shall not assign, transfer or subcontract the creative or artistic portions of the Artwork to another party without the prior written approval of the City, which approval may be withheld in the City's sole and absolute discretion.

5.2. **Nameplate.** Artist may, at Artist's expense, include a permanent and proper nameplate, which shall include the name of the Artwork, the name of Artist, and the date of completion. The content, design and location thereof must be mutually agreed to by Artist and the City. If Artist provides a nameplate or if no nameplate is provided and the City wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the nameplate should, at a minimum, include the information set forth in this Section 5.2.

5.3. **Public Records.**
A. Artist shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Artist’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws from the Effective Date until the City issues its Final Acceptance (“Services Term”) or until earlier termination of this Agreement; and (iv) during the Services Term or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Artist’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Artist transfers all public records to the City upon expiration of the Services Term or earlier termination of this Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records after the expiration of the Services Term or earlier termination of this Agreement, Artist shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Artist shall be provided to the City in a format approved by the City.

B. IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ARTIST’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Artist’s obligations including but not limited to Artist’s obligations to comply with all applicable Laws.

ARTICLE 6. WARRANTIES

6.1. Warranty of Title. Artist warrants that upon completion, the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from
the acts of Artist.

6.2. **Warranty of Quality.** Artist warrants that upon completion, the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of five (5) years from Final Acceptance at Artist's expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

6.3. **Warranty Regarding Useful Life.** Artist warrants that the Artwork will be designed, fabricated, and installed to have a useful life of at least twenty-five (25) years after Final Acceptance.

ARTICLE 7. TITLE AND COPYRIGHT

7.1. **Artist Responsibility.** Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's ownership interest in the Artwork and to effectuate any assignment and this Agreement.

7.2. **Title.** Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.

7.3. **Copyright.** Except ownership and possession, Artist retains all rights in and to the Artwork, including all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited or waived by this Agreement. In the event Artist records Artist's identity and address with the Copyright Office, Artist shall notify the City of such recordation.

7.4. **VARA Rights.** Artist hereby waives, disclaims and terminates Artist’s rights to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to Artist’s honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990). Artist retains Artist’s rights to disclaim authorship of the Artwork during Artist’s lifetime as granted by 17 U.S.C. § 106A(a)(1)-(2). The Parties agree that the waiver set forth herein applies to the use of the Artwork to enhance the Site or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site.

7.5. **Limitations on Artist Copyright.** The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to
do so except with the written permission of the City.

7.6. **License to City.** Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

7.7. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This Section 7.7 shall not apply if Artist exercises Artist’s right to prevent the use of Artist’s name as the author of the Artwork in accordance with this Agreement.

7.8. **Credit to City.** Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist’s control.

**ARTICLE 8. RISK OF LOSS AND INSURANCE**

8.1. **Damage.** Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. **Damage to Materials.** If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence of Artist or Artist’s employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City’s rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.

8.3. **Insurance.** Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as defined herein), and any subcontractor performing work covered by or related to this Agreement, from claims for damage for personal and bodily injury, including accidental death, as well as from claims of property damage, which may arise from operations under this Agreement whether such operations are by Artist and by any
subcontractor or anyone directly employed by either of them in the amounts as follows, which shall remain in effect until Final Acceptance by the City:

A. General Liability Insurance including contractual liability and products and completed operations with coverage limits of at least $300,000 per occurrence protecting the City against all claims or demands that may arise.

B. Automobile Liability Insurance with minimum limits as set forth by Florida Statute.

C. Workers’ Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 for each accident, $100,000 for each employee for disease, and $500,000 total for all disease.

i. The Indemnified Parties (as defined herein) must be shown as an additional named insured with respect to this coverage.

ii. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.

iii. The insurance policy required above shall be issued by a company authorized to do business in the State of Florida, with the following qualifications as to management and financial strength: the company must be rated not less than "A" as to management, and not less than Class “X” as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

iv. Artist shall furnish a certificate of insurance on a standard ACORD form to the City prior to commencement of operations on the Site, which certificate shall clearly indicate that Artist and/or its subcontractors have obtained insurance in the type, amount and classification as required for strict compliance with this article and that no material changes or cancellation of insurance will be effective without thirty (30) days prior written notice to the City, despite changes to or cancellation of insurance.

v. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

**ARTICLE 9. INDEMNIFICATION AND RELEASE**

9.1. **Indemnification.** Artist shall defend at its expense, pay on behalf of, hold free and harmless, indemnify and assume legal liability for the City and its officers, employees, agents, and elected and appointed officials and volunteers (collectively, “Indemnified
Parties"), from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, whether or not a lawsuit is filed, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss of or damage to property, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of or the infringement of any copyright, protected patent or trademark by Artist and/or its subcontractors, employees, and agents in connection with Artist's performance pursuant to this Agreement.

9.2. **Notice.** The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. **Release.** Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys' fees and costs, on account of injury to the person or property in connection with Artist's performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit "B".

**ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL**

10.1. **Maintenance.** The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefore provided pursuant to this Agreement for as long as the Artwork remains at the Site.

10.2. **Failure to Maintain Artwork.** In the event the City fails to maintain the Artwork in good condition, Artist shall have the right to prevent the use of Artist's name as author of the Artwork. In such event, Artist may require, by providing written notice to the City of such requirement, that the City remove any references to Artist on the nameplate accompanying the Artwork (if applicable) unless and until the Artwork is satisfactorily repaired.

10.3. **Restoration.** After Final Acceptance, the City shall have the right to determine when and if repairs and restorations to the Artwork will be made. During Artist's lifetime, to the extent practical, the City shall give the Artist notice of any intended repairs or restorations and the opportunity to approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City's reasonable attempts to give
Artist the opportunity to approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as determined by the City) repairs and restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restorations, upon Artist’s fee for such services. If no agreement is reached as to Artist’s fee for such repairs or restoration, then the City may make repairs, restoration or other arrangements it deems appropriate for the Artwork.

10.4. *Alteration of the Artwork.* Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems it is practical to obtain such approval.

10.5. *Alteration of the Site.* To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.

10.6. *Removal of Artwork.* The City has the right to remove the Artwork from the Site for any reason in the City’s sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City’s discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.

A. Relegation or Storage. To the extent practical, during Artist’s lifetime, the City shall notify Artist if the City elects to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at the Artist’s expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by the Artist. Artist expressly acknowledges and understands that removal and subsequent relocation or storage of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, and Artist hereby expressly agrees to waive all of Artist’s rights to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may result from the Artwork’s removal and relocation or storage.
B. Disposition, Destruction, Sale, or Donation. The City shall give the Artist reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to the Artist at Artist’s expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. Artist hereby expressly agrees to waive Artist’s rights to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may occur as a result of such disposition, destruction, sale, or donation of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Default Defined. Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. Termination for Default. In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated. In addition to the termination provisions set forth in this Section 11.2, the City may terminate this Agreement as provided in Florida Statute section 287.135.

11.3. Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

ARTICLE 12. NOTICE TO PARTIES

12.1. Notice of Documents. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:

TO CITY:  
City of St. Petersburg

TO ARTIST:  
Xenobia Bailey
12.2. **Change of address.** Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. **Failure to Notify City of Change of Address.** If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

**ARTICLE 13. MISCELLANEOUS**

13.1. **Entirety of Agreement.** This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

13.2. **Surviving Covenants.** The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.

13.3. **Severability.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. **Captions.** Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. **Waiver.** No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.

13.6. **Law and Forum.** This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.
13.7.  **Construction.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.8.  **No Third Party Beneficiaries.** Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.9.  **Incorporation by Reference.** Composite Exhibit C, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.10.  **Further Assurances.** The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.11.  **Exhibits.** Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**
IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA
By: ____________________________
Print: ___________________________
Title: ___________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

_______________________________ (SEAL)
City Clerk

SHERILYN BAILEY D/B/A XENOBIA BAILEY:
Sign: ____________________________
Print: ___________________________
Address: P. O. Box 1114
NYC NY 10156

WITNESSES
AS TO ARTIST:

Sign: ____________________________
Print: ___________________________

Sign: ____________________________
Print: ___________________________

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 19th day of October, 2022, by SHERILYN BAILEY, personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:
Sign ____________________________
Print ___________________________
State of Pennsylvania
My Commission No.: 1245875

APPROVED AS TO FORM AND CONTENT:

City Attorney (designee)

document # -00408131
ATTACHMENTS:

Exhibit A – Final Design and Description of Artwork

Exhibit B - Release of any person working on the Site or the Artwork

Composite Exhibit C - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation and Copyright Agreement and Assignment
The following page(s) contain the backup material for Agenda Item: Resolution amending City Council’s Policy and Procedures Manual to add a chapter related to monthly reports. Please scroll down to view the backup material.
MEMORANDUM

TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council
FROM: Jacqueline Kovilaritch, City Attorney
DATE: November 8, 2018
RE: November 15, 2018 Consent Agenda Item:
Resolution Amending City Council Policy and Procedures Manual

Pursuant to City Council’s request, attached is a resolution amending City Council’s Policy and Procedures Manual to add a chapter related to monthly reports. Specifically, the chapter addresses technical reports as discussed during the October 18, 2018 Committee of the Whole meeting. The policy currently in effect related to monthly procurement reports is also memorialized.

Please let me know if you have any questions or would like to discuss any of these proposed amendments further.

Attachment
A RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL TO ADD A CHAPTER REGARDING MONTHLY REPORTS TO CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously adopted the City Council Policy and Procedures Manual ("Manual"); and

WHEREAS, the Manual provides that City Council shall have the authority to amend or modify the policies and procedures established in the Manual by resolution unless the policy or procedure is required by law or the Charter; and

WHEREAS, City Council wishes to amend the Manual to add a chapter regarding monthly reports to City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council Policy and Procedures Manual is hereby amended as follows:

1. Renumber existing Chapter 22 of the Manual to Chapter 23.

2. Add a new Chapter 22 to the Manual, entitled Monthly Reports to City Council, as attached hereto.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)
09441847
CHAPTER TWENTY TWO  
MONTHLY REPORTS TO CITY COUNCIL

Recognizing the authority of City Council to approve and condition the approval of contracts and amend the Procurement Code, City Council and City Administration have agreed to the following:

I. **Purchasing Reports.** City staff will provide City Council with a monthly report listing all purchases from $10,000 to $100,000 during the previous month.

II. **Consultant Reports.** City staff will provide City Council with a monthly report listing all draft and final reports (including technical memoranda) received from consultants during the prior month pursuant to architect/engineering agreements (both single project agreements and continuing contracts) and construction manager agreements. City Council members may request a copy of any or all reports. This monthly report to City Council shall be in addition to Sewer Reports given during City Council meetings. Upon request by City Council, City staff shall address specific reports, or topics contained therein, at appropriate City Council committee meetings.