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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

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

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

Officer Jeffrey Yaslowitz - January 24, 2011
Sergeant Thomas Baitinger - January 24, 2011

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. Election of Chair and Vice-Chair

1. Administration of the Oath of Office to City Council Chair and Council Vice-Chair

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.

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

1. **An Ordinance amending City Code to add definitions for “Municipal Pier,” “Municipal Pier Approach,” and “Municipal Pier District,” amending City Code to reflect that the Municipal Pier District will be named the “St. Pete Pier” and that the Marine Education Center on the Municipal Pier may be named by the tenant, subject to approval by city council; and providing an effective date.**

**First Reading and First Public Hearings**

Setting February 21, 2019 as the public hearing date for the following proposed Ordinance(s):

2. **Private initiated text amendments to the Comprehensive Plan and Land Development Regulations to allow an outdoor performing arts venue within the Industrial General (IG) land use category and the Industrial Traditional (IT) zoning district. (City Files LGCP-2018-02 and LDR-2018-03)**

   (a) Ordinance amending the Industrial General (IG) land use category definition in the Future Land Use Element of the Comprehensive Plan, recognizing outdoor performing arts venues as a Commercial Recreation use with no acreage limitation and amending Chapter 16, City Code of Ordinances (Land Development Regulations), adding “outdoor performing arts venue” as a Special Exception use in the Industrial Traditional (IT) zoning district.

   (b) Resolution transmitting the proposed Comprehensive Plan text amendment for expedited state, regional and county review, in accordance with Chapter 163, Florida Statutes.

**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.

3. **Ordinance amending the Official Zoning Map designation of the Venetian Mobile Home Court property, located at 5475 3rd Lane North and estimated to be 19.79 acres in size, from NMH (Neighborhood Mobile Home) to NSM-1 (Neighborhood Suburban Multifamily-1), or other less intensive use. [Quasi-Judicial] (City File ZM-8)**

**F. Reports**

1. **Acknowledging the selection of Transmap Corporation (“A/E”) as the most qualified firm to develop a Pavement Management Systems (PMS); entering into an architect/engineering agreement with A/E for A/E to provide Pavement Condition Survey, a Pavement Management System and Assets for the Pavement Management System Upgrade and Implementation; for an amount not to exceed $285,000 (“A/E Agreement”);**
and providing an effective date. (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, and 16331).

2. **A Resolution approving the Fifth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida (City), and Ajax Building Corporation dated August 21, 2015, as amended, to add a new Article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e. Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the roofing system; approving an agreement with Sutter Roofing Company of Florida (Sutter) to memorialize Sutters obligations; authorizing the Mayor or his designee to execute the (I) Fifth Amendment, (II) the agreement with Sutter (III) the preventative roof maintenance service agreement between Sutter and the City, and (IV) Soprema, Inc. Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1); authorizing the City Attorneys office to make non-substantive changes to the above referenced documents.**

3. **Biosolids Update**

4. **Pier Report**

   (a) A Resolution approving the Fifth Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida and Associated Space Design, Inc. (A/E) in association with Rogers Partners, for A/E to provide (i) additional structural analysis and design for the installation of an exterior sculpture proposed to be located on the Pier deck by artist Nick Ervink, (ii) additional structural analysis of the Pier building superstructure and foundations, and (iii) fundamental building commissioning in an amount not to exceed $47,280; Providing that the total contract amount shall not exceed of $4,671,880; authorizing the City Attorneys Office to make non-substantive changes to the Fifth Amendment; authorizing the Mayor or his designee to execute the Fourth Amendment; approving a supplemental appropriation in the amount of $7,500 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayors Office Cultural Affairs Division (0201777).

   (b) A resolution accepting Addendum No. 5 Price for the Full Doc Ford Core & Shell in an amount not to exceed $1,835,532 submitted by Skanska USA Building, Inc. (Skanska) to the Guaranteed Maximum Price (GMP) proposal dated April 3, 2018 for completion of the construction of a new restaurant core & shell associated with the new St. Pete Pier and additional Owners Contingency; providing that the total GMP for the Pier Approach Project shall not exceed $21,683,498; authorizing the Mayor or his designee to execute the Seventh Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate Addendum No. 5 to the GMP proposal into such agreement, as amended; authorizing the City Attorneys office to make non-substantive changes to the Seventh Amendment; approving a transfer in the amount of $950,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the full construction of the core& shell as well as an Unforeseen Conditions Contingency, authorizing a supplemental appropriation in the amount of $950,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377).
5. Commerce Park Update [DELETED]

6. **Sewer Report**

(a) Approving the purchase of sodium hypochlorite from Odyssey Manufacturing Co. for the Water Resources Department, at a total cost of $639,000.

(b) Approving the renewal of a blanket purchase agreement with Brenntag Mid-South, Inc. for sodium hydroxide (caustic soda) for the Water Resources Department, at an estimated annual cost of $130,000, for a total contract amount of $517,962.

(c) Acknowledging the selection of Hazen and Sawyer, P.C. (Hazen) as the most qualified firm to provide professional services for the NWWRF Influent Pump Station & Screening Replacement Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with Hazen for preliminary design services for the NWWRF Influent Pump Station & Screening Replacement Project, for an amount not to exceed $471,904; and providing an effective date. (Engineering Project No. 18100-111; Oracle No. 16399)

(d) Resolution authorizing the Mayor or his designee to execute Task Order No. 16-09-AUS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Arcadis U.S. Inc. (A/E) dated December 13, 2016 for A/E to provide project management, data collection and evaluation, final design, permitting, and bidding services related to the Shore Acres Water Main Replacement Project in an amount not to exceed $135,784.48 (Engineering Project No. 19013-111; Oracle No. 16992)

(e) Approving a new provision, Discharges by Contractor and Corrective Action Plans, that will be included in construction agreements; authorizing the City Attorneys office to make non-substantive changes to this provision; authorizing the Mayor or his designee to amend existing construction agreements to incorporate this provision into such agreements.

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

Setting January 17, 2019 as the public hearing date for the following proposed Ordinance(s):

1. **Ordinance approving a vacation of a 20-foot north-south alley located between 35th Avenue South and 36th Avenue South between 6th Street South and Dr. Martin Luther King Jr. Street South, adjacent to Lots 24 and 26 of Bayou Vista Revised Map Block B and Lots 13 and 14 of Big Bayou Subdivision, Florence Goldies Revision Block 3. (City File 18-33000008)**

2. **Ordinance approving the vacations of 14th Street North between the southern boundary of 2nd Avenue North and the southern boundary of Arlington Avenue North, Arlington Avenue North between the western boundary of 13th Street North and the western boundary of 14th Street North, the south seven and one-half (7-1/2) feet of Lot 47, and the east-west alley south of 2nd Avenue North between 13th Street North and 14th Street North, of the Revised Plat of Jackson Park Subdivision of the City of St. Petersburg, Florida. (City File 18-33000011)**
3. **Ordinance amending Chapter 16, City Code of Ordinances (Land Development Regulations), Section 16.70.010.6; codifying procedural practices regarding the processing of multiple appeals; clarifying hearing notice and scheduling requirements; and removing duplicative language.**

4. **An ordinance of the City of St. Petersburg, Florida deleting and replacing in its entirety Chapter Two, Article v, Division Five of the St. Petersburg City Code to create a new Division Five entitled Sustainability & Resiliency of City Facilities; providing a purpose and definitions; establishing sustainable design and construction requirements for City buildings and infrastructure projects; setting forth procedures to encourage City consideration of sea level rise and resiliency in public construction planning.**

H. **New Business**

1. **Requesting City Council refer to the January 31, 2019 Committee of the Whole a presentation and discussion regarding the Storefront Conservation Corridor Plan. (Councilmember Gabbard)**

2. **Requesting a referral to the Youth & Family Services Committee to consider an appropriation of $10,000.00 from the FY 2019 Contingency Fund to the Caruthers Institute to complete a research study on effective juvenile auto-theft mitigation programs. (Councilmember Gerdes)**

3. **Referring to the Public Services & Infrastructure Committee (or other relevant committee) to discuss implementing a program where residents can receive a rebate from a security solutions company when they enroll their surveillance camera with the St. Petersburg Police Department’s Eagle Eye Program. (Councilmember Driscoll)**

I. **Council Committee Reports**

1. **Budget, Finance & Taxation Committee (12/13/18)**

2. **Public Services & Infrastructure Committee (12/13/18)**

3. **Health, Energy, Resiliency & Sustainability Committee (12/13/18)**

4. **Committee of the Whole: Council Calendar (12/13/18)**

J. **Legal**

1. **Legal update regarding the settlement of the lawsuit styled James Wilburn, Employee/Claimant v. City of St. Petersburg/Employer and Commercial Risk Management, Inc./Servicing Agent, OJCC Case No. 07-002761SLR. DA 06.02.2006.**

K. **Open Forum**

L. **Adjournment**

Consent Agenda A  
January 3, 2019

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

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

(Procurement)

1. Approving a three-year blanket purchase agreement with Mac Papers Inc., for bulk paper, specialty paper and envelopes for Marketing and Communications, at a total contract amount of $150,000.

2. Approving a three-year blanket purchase agreement with Signal 15 Inc., for police and fire accessories, for a total contract amount of $130,000.

(City Development)

3. Resolution approving the plat of Richardson Park Townhomes generally located at 801, 803 and 804 Calla Terrace North. (City File 18-20000009)

4. Resolution approving the plat of West Central Townhouses located at 3611 1st Avenue South. (City File 18-20000013)

5. Authorizing the Mayor, or his designee, to execute a First Amendment to the Baywalk Employee Parking Agreement dated October 12, 2012 with Loan Ranger Acquisitions, LLC to maximize parking space availability on the rooftop level within the Sundial Garage. [Evan Mory/Alfred Wendler]

6. Authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg, to Roland Feiertag, Jr. for $13,600. [Alfred Wendler/Diane Bozich]

(Leisure Services)

7. Approving a supplemental appropriation in the amount of $1,563.20 from the increase in the unappropriated balance of the Golf Course Operating Fund (4061), resulting from a donation for landscape beautification at Mangrove Bay Golf course, to the Mangrove Bay Golf Course Maintenance (6302509)

(Public Works)

(Appointments)

8. Confirming the reappointment of regular members to the Community Planning and Preservation Commission.
9. **Confirming the reappointment of Peter Ford as a regular member to the Nuisance Abatement Board to serve a three-year term ending December 31, 2021.**

10. **Appointment of Chave “Steve” Aspinall to the Board of Trustees of the Police Pension Fund.**

11. **Appointment of Kenneth A. Gutierrez to the Board of Trustees of the Fire Pension Fund.**

**(Miscellaneous)**

12. **Resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.**

13. **Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees’ Retirement System (“Plan”).**

14. **Resolution approving the agreement between the Society of St. Vincent de Paul South Pinellas, Inc. (Agency), and the City of St. Petersburg, Florida dated October 1, 2018 to provide funding for the St. Vincent de Paul CARE Center for the period of October 1, 2018 through September 30, 2019; authorizing the Mayor or his designee to execute the agreement.**

15. **A resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.**

16. **Authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Studio Nick Ervinck, BVBA (“Artist”), for Artist to design, develop and install a piece of exterior art entitled “Olnetopia” in the lawn bowl area of the City’s new St. Pete Pier™ for a total firm fixed price of $140,000 (“Agreement”) and all other documents necessary to effectuate this transaction; exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement; authorizing the City Attorney to make non-substantive changes to the agreement; approving a supplemental appropriation in the amount of $140,000 from the unappropriated balance of the Art in Public Places fund (1901) to the Mayor’s Office, Cultural Affairs Division (020-1777); and providing an effective date.**
Budget, Finance & Taxation Committee  
Thursday, January 10, 2019, 8:00 a.m., Room 100

Public Services & Infrastructure Committee  
Thursday, January 10, 2019, 9:25 a.m., Room 100

Housing, Land Use & Transportation Committee  
Thursday, January 10, 2019, 10:50 a.m., Room 100

CRA/Agenda Review  
Thursday, January 10, 2019, 1:30 p.m., Room 100

City Council Meeting  
Thursday, January 10, 2019, 3:00 p.m., Council Chamber

Committee of the Whole: Council Budget Priorities  
Thursday, January 17, 2019, 10:00 a.m., Room 100

City Council Meeting  
Thursday, January 17, 2019, 3:00 p.m., Council Chamber

Budget, Finance & Taxation Committee  
Thursday, January 24, 2019, 8:00 a.m., Room 100

Public Services & Infrastructure Committee  
Thursday, January 24, 2019, 9:25 a.m., Room 100

Health, Energy, Resiliency & Sustainability Committee  
Thursday, January 24, 2019, 10:50 a.m., Room 100
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 Appellant, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: An Ordinance amending City Code to add definitions for “Municipal Pier,” “Municipal Pier Approach,” and “Municipal Pier District;” amending City Code to reflect that the Municipal Pier District will be named the “St. Pete Pier” and that the Marine Education Center on the Municipal Pier may be named by the tenant, subject to approval by city council; and providing an effective date. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Agenda for the Meetings of December 13, 2018 and January 3, 2019

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

FROM: Chris Ballestra, Managing Director of Development Coordination and Enterprise Facilities Director

SUBJECT: An ordinance amending City Code to add defined terms related to the new St. Pete Pier™, approve “St. Pete Pier” as the name of the municipal pier district, and approve future naming of the marine education center by resolution

EXPLANATION:

As preparations continue for opening of the new St. Pete Pier™, a review of City Code by the Legal Department determined that there are five different “pier”-related terms currently used in the St. Petersburg City Code, including “Pier and approach,” “pier approach,” “City’s pier,” “municipal pier,” and “pier district.” Several of these existing City Code provisions were tailored to the needs of the previous pier and will need to be amended to meet the needs of the new St. Pete Pier™.

The first step in that process is amending City Code to establish defined terms that can be used elsewhere in City Code to promote uniform and unambiguous regulation of the St. Pete Pier™ by the City. The attached ordinance would create three new defined terms in City Code for that purpose: “municipal pier,” “municipal pier approach,” and “municipal pier district.” These new definitions reflect the physical spaces that comprise the new St. Pete Pier™ and have been drafted for consistency with terminology used in other key documents, including the Downtown Waterfront Master Plan and financing documents related to the municipal pier district.

The initial application of these new defined terms would also occur through this ordinance. As you may recall, City Code section 2-512 requires that the naming of any City-owned land, facility, building, or portion thereof be approved by ordinance. Accordingly, this ordinance would formally approve naming the municipal pier district as the “St. Pete Pier” and codify that name in section 2-512.

Additionally, the ordinance would address naming rights at the marine education center and wet classroom located on the overwater portion of the St. Pete Pier™ (the “Discovery Center”) that will be operated by Tampa Bay Watch, Inc. The City’s lease currently authorizes Tampa Bay Watch to name the Discovery Center or portions of it, pursuant to approval from City Council. This ordinance would amend section 2-512 to authorize such City Council approval to be granted by resolution before going into effect and at regular intervals thereafter. This approach is similar to the one used for naming at the Mahaffey Theater.
In conjunction with the public hearing for this ordinance, Administration expects to present a resolution that would authorize amendment of the Tampa Bay Watch lease to incorporate specific requirements for any naming rights agreement entered into by Tampa Bay Watch (including the Council approval requirement described above) and approve the naming of the overall Discovery Center subject to these requirements. Tampa Bay Watch is in the final stages of securing a donation from the Milkey Family Foundation.

Please note that this arrangement differs somewhat from the one in place at the Mahaffey Theater. The naming rights program in place at the Mahaffey requires the City to be a party to any naming rights agreement, and City Council has, to date, approved two naming rights agreements to which the City is a party (along with the naming rights sponsor and Big 3 Entertainment, LLC, as the manager). For purposes of the Discovery Center, Administration believes that it is more appropriate to incorporate requirements necessary to protect the City’s interest into the Tampa Bay Watch lease and then allow Tampa Bay Watch to negotiate its own agreements subject to those requirements and the Council approval requirement noted above.

Accordingly, Administration recommends first reading of the attached ordinance at the Council meeting of December 13, 2018, and scheduling of a public hearing for that ordinance at the Council meeting of January 3, 2019.

ATTACHMENTS:

1. Ordinance

APPROVALS:

Administration:

[Signature]
ORDINANCE NO. ______

AN ORDINANCE AMENDING CITY CODE
TO ADD DEFINITIONS FOR "MUNICIPAL PIER," "MUNICIPAL PIER APPROACH," AND "MUNICIPAL PIER DISTRICT;"
AMENDING CITY CODE TO REFLECT
THAT THE MUNICIPAL PIER DISTRICT
WILL BE NAMED THE "ST. PETE PIER"
AND THAT THE MARINE EDUCATION
CENTER ON THE MUNICIPAL PIER MAY
BE NAMED BY THE TENANT, SUBJECT
TO APPROVAL BY CITY COUNCIL; AND
PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

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

(a) The City is currently constructing a new overwater pier (the "Municipal Pier") and improvements to the adjacent upland area along with a new entry plaza (collectively, the "Municipal Pier Approach"). Together, the Municipal Pier and the Municipal Pier Approach will function as a cohesive municipal pier district (the "Municipal Pier District").

(b) The scope of the Municipal Pier, Municipal Pier Approach, and Municipal Pier District should be reflected in definitions contained in City Code to promote uniform and unambiguous regulation of these areas.

(c) These definitions should, to the extent possible, be consistent with terminology used in (i) the City Park and Waterfront Map; (ii) the Downtown Waterfront Master Plan; (iii) the Intown Redevelopment Plan (iv) all financing documents for the Municipal Pier District; and (v) the Charter amendment concerning lease limits for the Municipal Pier that was approved by voters in a special municipal election held on November 6, 2018, pursuant to ordinance 335-H.

(d) The Municipal Pier includes a marine education center and wet classroom (the "Discovery Center") that will be operated by Tampa Bay Watch, Inc., a local non-profit organization, (the "Tenant") pursuant to a lease agreement with the City that may be amended, renewed, or replaced from time to time (the "Lease"). The Lease authorizes the Tenant to name the Discovery Center and portions of the Discovery Center pursuant to City Council approval.
(e) City Code section 2-512, which governs the naming and renaming of City lands, facilities, and buildings, should be amended to reflect (i) that the Municipal Pier District will be named the "St. Pete Pier" and (ii) that naming at the Discovery Center by the Tenant must be approved by City Council before going into effect and at regular intervals thereafter.

SECTION 2—AMENDMENT OF CITY CODE: City Code is amended as follows:

(a) City Code section 1-2(a) is hereby amended to add the following definitions to City Code, to be inserted into the pre-existing definitions in alphabetical order:

_Municipal pier_ means the overwater structure defined in City Charter sub-sub-subsection 1.02(c)(4)(B).

_Municipal pier approach_ means, collectively, (i) the entry plaza located along 2nd Avenue Northeast, between Bayshore Drive and Beach Drive, and (ii) the municipal pier uplands east of Beach Drive, including the following parcels on City Park and Waterfront Map: the Pier Parking Area (G), the Historic Museum Area (C), and Spa Beach (30).

_Municipal pier district_ means, collectively, (i) the municipal pier and (ii) the municipal pier approach.

(b) City Code section 2-512 is hereby amended to add the following as new subsection (f):

(f) The following provisions apply to the municipal pier district:

(1) The municipal pier district is named the "St. Pete Pier."

(2) The tenant of the marine education center located on the municipal pier may name the marine education center and any portion thereof subject to the requirement that the naming be approved by resolution of City Council before going into effect and at least every ten years thereafter.

(3) Except as otherwise provided by this subsection, subsection (b) still applies when the name of any City-owned real property, building, facility, or portion thereof within the municipal pier district is established, changed, or removed.
SECTION 3—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

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

Approved as to form and content:

City Attorney (Designee)  Administration
The following page(s) contain the backup material for Agenda Item: Private initiated text amendments to the Comprehensive Plan and Land Development Regulations to allow an outdoor performing arts venue within the Industrial General (IG) land use category and the Industrial Traditional (IT) zoning district. (City Files LGCP-2018-02 and LDR-2018-03)
Please scroll down to view the backup material.
TO: The Honorable Chair, and Members of City Council

SUBJECT: City Files: LGCP-2018-02 and LDR-2018-03: Private initiated text amendments to the Comprehensive Plan and Land Development Regulations to allow an outdoor performing arts venue in the Industrial General (IG) land use category and the Industrial Traditional (IT) zoning district.

ORDINANCE _______-H, amending the Industrial General (IG) land use category definition in the Future Land Use Element of the Comprehensive Plan to recognize outdoor performing arts venues as a Commercial Recreation use with no acreage limitation and amending Chapter 16, City Code of Ordinances (Land Development Regulations), adding outdoor performing arts venues as a Special Exception use in the Industrial Traditional (IT) zoning district.

RESOLUTION _________ transmitting the proposed Comprehensive Plan text amendment for expedited state, regional and county review, in accordance with Chapter 163, Florida Statutes.

A detailed analysis of each request is provided in the attached staff report.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: None to date.

Community Planning & Preservation Commission (CPPC): On November 13, 2018, the CPPC held a public hearing regarding this matter and voted 7 to 0 to recommend APPROVAL.

Development Review Commission (DRC): On December 5, 2018, the DRC held a public hearing regarding this matter and voted 7 to 0 to recommend APPROVAL. Commissioners expressed concerns regarding potential conflicts between the existing industrial operations and the venue's operations, related to parking and loading, and concerns regarding the potential for this type of use to displace and compete for land with industrial uses and users.

Recommended City Council Action:
1) CONDUCT the first reading and first public hearing of the attached proposed ordinances; 2) APPROVE transmittal for state, regional and county review; AND 3) SET the second reading and adoption public hearing for February 21, 2019.

Attachments: Ordinance, Resolution, Approved CPPC Minutes and Staff Report, and DRC Staff Report.
AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA AND THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE; AMENDING CHAPTER 3, THE FUTURE LAND USE ELEMENT OF THE PLAN, TO ADD OUTDOOR PERFORMING ARTS VENUE AS A COMMERCIAL RECREATION USE FOR THE INDUSTRIAL GENERAL (IG) CATEGORY; AMENDING CHAPTER 16 OF THE CITY CODE TO INCLUDE OUTDOOR PERFORMING ARTS VENUE IN THE MATRIX: USE PERMISSIONS AND PARKING REQUIREMENTS AND CREATING A NEW SECTION 16.50.235 OUTDOOR PERFORMING ARTS VENUE ESTABLISHING THE USE AND DEVELOPMENT STANDARDS; PROVIDING A DEFINITION OF OUTDOOR PERFORMING ARTS VENUE IN SECTION 16.90.020.3; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements of Chapter 163, Florida Statutes, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, policies and objectives to guide the development and redevelopment of the City; and

WHEREAS, the goals and policies of the Comprehensive Plan are to be implemented by the City’s Land Development Regulations, currently Chapter 16 of the City Code; and

WHEREAS, much of the City’s industrial lands are concentrated in strings of property throughout the City located along old railroad supply lines instead of in a defined industrial park; and

WHEREAS, various areas within these industrial corridors may appear unattractive, with aged and obsolete buildings, and as such have resulted in increasing incidences of blight; and

WHEREAS, the Industrial Traditional (IT) zoning classification is the predominate industrial zoning district in the City; and

WHEREAS, allowing for an open air or outdoor performing arts venue in the IT zoning district provides an interim economic use for underperforming industrial parcels without permanently removing them from the City’s supply of industrial zoned land, which allows land to remain available for industrial uses in the future; and

WHEREAS, a change is necessary to the Industrial General category of the Future Land Use Element of the Comprehensive Plan to allow an outdoor performing arts venue as a recreational use; and
WHEREAS, that upon amendment of the Comprehensive Plan, a concurrent amendment to the City’s Land Development Regulations is required to create the outdoor performing arts venue use and establish development standards for the same; and

WHEREAS, the Community Planning and Preservation Commission (CPPC) of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on November 13, 2018, and has recommended Approval; and

WHEREAS, the Development Review Commission (DRC) of the City has reviewed the proposed amendments to the Land Development Regulations at a public hearing on December 5, 2018 and has recommended Approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of both Commissions and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan and the Land Development Regulations are advisable and in the best interests of the City; now, therefore,

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. Policy LU 3.1.C.2 Industrial General (IG) in Chapter 3 Future Land Use Element, of the City of St. Petersburg’s Comprehensive Plan is hereby amended to read as follows:

LU3.1.C.2. Industrial General (IG) - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. An outdoor performing arts venue shall be a Commercial Recreation use with no acreage limitation and shall not be required to be accessory to any other use.

Section 2. Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to add a new use, “Outdoor Performing Arts Venue” under the category Arts Recreation and Entertainment Uses in the correct alphabetical order.

Section 3. Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to add a new use definition for the “Outdoor Performing Arts Venue” use to read as follows:

Establishments used for regularly scheduled public presentation of live or prerecorded performances where public assembly areas are primarily located outside of fully enclosed buildings or structures. (See Use Specific Standards)
Section 4. The allowable uses for “Outdoor performing arts venue” within the zoning district columns in the matrix in Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code are hereby added to read as follows:

| NT-1 + NT-2 | NC  | CCS-2 | NC  |
| NT-3        | NC  | CCS-3 | NC  |
| NT-4        | NC  | DC-C  | NC  |
| NS-E        | NC  | DC-1  | NC  |
| NS-1 + NS-2 | NC  | DC-2  | NC  |
| NSM-1 + NSM-2 | NC | DC-3  | NC  |
| NMH         | NC  | DC-P  | NC  |
| NPUD-1 + NPUD-3 | NC | RC-1  | NC  |
| NPUD-2      | NC  | RC-2  | NC  |
| CRT-1       | NC  | EC    | NC  |
| CRT-2       | NC  | IC (CRD) | NC  |
| CRS-1       | NC  | IC (I) | NC  |
| CRS-2       | NC  | IC (R/OG) | NC  |
| CCT-1       | NC  | IC (T/U) | NC  |
| CCT-2       | NC  | IT    | SE  |
| CCS-1       | NC  | IS    | NC  |

Section 5. The minimum parking requirements for the traditional, suburban and downtown tiers for the ‘Outdoor performing arts venue’ use in the matrix in Section 16.10.020.1 of the St. Petersburg City Code are hereby added to read as follows:

Traditional tier – 1 per 150 sf of group seating areas or 1 per 100 sf of assembly areas where there are not fixed seats; 1 per 1,000 sf other areas

Suburban tier – not applicable (non-conforming)

Downtown tier – not applicable (non-conforming)

Section 6. The St. Petersburg City Code is hereby amended to create a new section 16.50.235 - Outdoor Performing Arts Venue, to read as follows:

Section 16.50.235. – Outdoor Performing Arts Venue

16.50.235.1 – Purpose and Intent

The purpose and intent of these regulations is to regulate the establishment of an outdoor performing arts venue in recognition of the public need and demand for a variety of recreational and cultural facilities and programs balanced against the impacts that such facilities may have on properties within the City and to provide an interim economic use for underperforming industrial parcels. This balance is established by the following
development standards, which shall be applied during the Special Exception (SE) permit process.

16.50.235.2 – Establishment

An outdoor performing arts venue use shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements and shall comply with the development standards of the zoning district, the general development standards, and this section.

16.50.235.3 – Development Standards

1. A noise mitigation and monitoring plan shall be prepared by a professional acoustical consultant or certified audio engineer and provided to the POD to demonstrate how the operation will comply with the noise ordinance and shall include the number and orientation of speakers, noise mitigation methods, operating hours, location of stage(s) and performing areas and monitoring requirements.

2. An operating plan shall be provided to the POD which shall include the frequency of events, projected number of attendees, days and hours of operation, and whether alcohol will be served.

3. An outdoor lighting (photometric) plan shall be provided to the POD which shall depict all outdoor security lighting, pedestrian lighting and event lighting. Lights shall be directed away from adjacent residential uses. The use of flashing, blinking, fluttering, strobe, laser beam lighting or lighting devices shall be prohibited if visible from any adjacent rights-of-way or adjacent properties.

4. A traffic circulation plan shall be provided to the POD to demonstrate event drop-off pick-up, site circulation, on-site parking, event loading, and pedestrian connections. Off-street loading for a minimum of one semi-tractor trailer shall be provided completely on the property. If off-site parking is proposed, the plan shall also demonstrate safe lighted pedestrian connections, and shall comply with off-site location requirements of this Code (currently, 16.40.090.3.2.C.2).

5. These regulations are in addition to other regulations that may be applicable, including but not necessarily limited to, certificates of appropriateness, community redevelopment plan reviews, and public safety permits related to group assembly events.

Section 7. Section 16.90.020.3 of the St. Petersburg City Code is hereby amended to add in the correct alphabetical order the definition of “Outdoor performing arts venue” to read as follows:

*Outdoor performing arts venue.* See Matrix: Use Permissions and Parking Requirements.

Section 8. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.
Section 9. Coding. As used in this ordinance, language appearing in struck-through type is language in the City of St. Petersburg Comprehensive Plan or City Code to be deleted, and underlined language is language to be added to the Comprehensive Plan or City Code, in the section, subsection, or other location where indicated. Language in the Comprehensive Plan or City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

Section 10. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete, unless there is a timely administrative challenge in accordance with Section 163.3184(5), F.S., in which case the ordinance shall not become effective unless and until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment(s) to be in compliance. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as described above.

Approved as to Form:

[Signature]

City Attorney (Designee)
RESOLUTION NO. 2019- ___

A RESOLUTION TRANSMITTING A PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT FOR STATE, REGIONAL AND COUNTY REVIEW AS REQUIRED BY THE COMMUNITY PLANNING ACT (CHAPTER 163, PART II, FLORIDA STATUTES); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act requires that all text amendments to the Comprehensive Plan and Future Land Use Map amendments greater than 10 acres be forwarded for state, regional and county review and comment in compliance with statutory requirements; and

WHEREAS, the St. Petersburg Community Planning & Preservation Commission, acting as the Local Planning Agency, has reviewed and acted on a series of Comprehensive Plan text amendments and a Future Land Use Map amendment as required by Section 163.3174, F.S.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida:

That the Comprehensive Plan text amendment acted on by the City of St. Petersburg Community Planning & Preservation Commission on November 13, 2018 attached to this resolution, be transmitted for state, regional and county review pursuant to Section 163.3184(3), Florida Statutes (Expedited State Review Process).

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT: City File: LGCP-2018-02

PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE

CITY ATTORNEY (designee) DATE
PUBLIC HEARING

A. City File LGCP-2018-02

Request: Private application requesting amendment to the Comprehensive Plan pertaining to Chapter 3, Category C, Section 2, Industrial General (IG), allowing outdoor performing arts venues.

Staff Presentation

Britton Wilson gave a PowerPoint presentation based on the staff report.

Public Hearing

Kevin Beck, Attorney at Law and representing the applicant, Robert and Cherrie Beaman, stated his agreement with the staff report.

Executive Session

Commissioner Roge asked about the “interim economic use” and how it relates to the no restrictions as stated in the presentation. Ms. Britton stated that the restrictions in this case are applicable to the acreage size, so it is allowed as a use with no acreage limitation and the term “interim economic use” is that this land will remain in the City’s supply of industrial-zoned land, so it can be used again for other industrial uses.

Commissioner Wolf asked what kind of uses would fall under this outdoor recreation use to get an idea of what the applicant had in mind for his specific site. Ms. Britton explained that moving forward there will be an amendment to the LDRs to further define the use of outdoor performing arts venue; a draft definition is an establishment used for regularly scheduled public presentation of live or prerecorded performances and is expected that this use will be allowed through the special exception permit process with associated use specific development standards. There may not be a minimum or maximum seating requirement.

Commissioner Wannemacher stated that overall this is an excellent idea and with the implementation which will come later as special permits are requested, staff will look at the duration of the event, size of the event, adjacent properties, lighting, noise pollution, etc.
MOTION: Commissioner Rogo moved and Commissioner Wolf seconded a motion finding the amendment consistent with the Comprehensive Plan recommending City Council to approve the Comprehensive Plan text amendment pertaining to Chapter 3, Category C, Section 2, Industrial General allowing outdoor performing arts venues in IG, in accordance with the staff report.

VOTE: YES – Bell, Rogo, Wolf, Wannemacher, Whiteman, Carter
NO – None

Motion passed by a vote of 6 to 0.

Mr. Kilborn explained that there is a companion application to amend Chapter 16 of the LDRs required to go through the DRC and they will be reviewing the normal site plan details that are codified in Chapter 16. If both applications are approved, it will still be a special exception use with a special exception application required to be reviewed by DRC as well.
This is a private application requesting that the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the following text amendment to the Comprehensive Plan pertaining to the Industrial General land use category.

APPLICANT INFORMATION

APPLICANT: Robert and Cherrie Beaman
415 20th Street South
St. Petersburg, Florida 33712

AGENT: Kevin T. Beck
615 27th Street South, STE E
St. Petersburg, FL 33712

STAFF CONTACT: Britton Wilson, AICP, Planner II
Urban Planning and Historic Preservation Division
Planning and Development Services Department
One – 4th Street North
St. Petersburg, Florida 33711
Britton.Wilson@stpete.org
(727) 551-3542

REQUEST

As stated by the applicant, the proposed text amendment is in support of establishing an open air or outdoor performing arts venue within the Industrial Traditional (IT) zoning district. To accomplish this goal, the applicant has proposed a text amendment to the Comprehensive Plan, Industrial General (IG) Future Land Use category that adds a provision classifying an outdoor performing arts venue as a Commercial Recreation use, which shall be allowed with no acreage limitation. A companion text amendment to Chapter 16, Land Development Regulations to amend the Use Permissions and Parking Requirements Matrix and Use Specific Standards will also be required. The proposed Comprehensive Plan amendment is not site-specific but a regulatory use provision applicable City-wide.
Industrial Traditional (IT) and Industrial Suburban (IS) are the City’s two industrial zoning districts, while IT is the predominant industrial zoning district. The purpose of the IT zoning district regulations are to permit rehabilitation, improvement and redevelopment in a manner that is consistent with the character of the neighborhood and respects adjacent residential uses. Many of the City’s older industrial areas were developed along the two railroad lines which brought goods and services. These industrial lands create a string of industrial property that runs throughout the City instead of being concentrated within a defined industrial park. Please see the attached City-wide map identifying the location of Industrial Traditional (IT) zoned property.

Various areas within industrial corridors may appear unattractive, with aged and in some cases obsolete buildings. Such conditions have resulted in parcels becoming blighted and designated a Community Redevelopment Area. Allowing for an open air or outdoor performing arts venue in the IT zoning district provides an interim economic use to under performing industrial parcels without permanently removing them from the City’s supply of industrial zoned land, allowing them to remain available for industrial uses in the future.

**LGCP 2018-02: PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT**

The Industrial General (IG) Future Land Use category currently allows Commercial Recreation uses only as accessory within the structure, not to exceed 25% of the floor area of the principal use. Consistent with the Countywide Plan Rules’ Industrial (I) category, new language is proposed identifying an outdoor performing arts venue as an allowable Commercial Recreation use, with no acreage limitation, which changes it from an accessory to a primary use.

The proposed change to the Industrial General (IG) Future Land Use category (shown in underline format) is as follows:

LU3.1.C.2. Industrial General (IG) - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. **Recognized as a commercial recreation use, an outdoor performing arts venue shall be allowed as a primary use with no acreage limitation.**

As per LDR Section 16.10.020.02 – Matrix: Zoning Districts and Compatible Future Land Use Categories, the Industrial General (IG) Future Land Use category is consistent only with the IT zoning district, therefore an outdoor performing arts venue would only be allowed in the IT zoning district. To further effectuate the applicant’s goal of allowing an outdoor performing arts venue in the IT zoning district, amendments to LDR Section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements are necessary.

Even though the applicant has proposed a location in their submitted application, the proposed amendments are not site specific and if approved will apply to all parcels within the City that have a Future Land Use category of Industrial General (IG) and zoning designation of IT.
Proposed amendments to local future land use plans and land development regulations are to be consistent with the Countywide Plan Map and the criteria and standards set forth in the Countywide Rules. Countywide Policy 2.3.3.9 speaks to the Industrial (I) land use category purpose and use characteristics, which lists Commercial Recreation as a permitted use in the Industrial category not subject to acreage limitations:

2.3.3.9 Category/Symbol – Industrial (I).

**Purpose** – This plan category is intended to depict areas developed, or appropriate to be developed, in a general industrial manner; and so as to encourage the reservation and use of areas for industrial use in a manner consistent with surrounding use, transportation facilities, other necessary infrastructure, and natural resources.

**Use Characteristics** - Those uses appropriate to and consistent with this category include:

Permitted Uses Not Subject to Acreage Thresholds or Other Limitations – Research/Development-Light; Research/Development-Heavy; Storage/Warehouse-Light; Storage/Warehouse-Heavy; Manufacturing-Light; Manufacturing-Medium; Manufacturing-Heavy; Agricultural Processing; Vehicular Salvage; Transfer/Recycling; Solid Waste/Refuse Disposal; Electric Power Generation Plant; Incinerator Facility; Commercial Recreation.

Current Countywide Rules definition:

**Commercial Recreation Use** - A private or quasi-public recreation facility designed for participant or spectator sports for a charge, including but not limited to marina, miniature golf, dog race track, horse race track, jai-alai fronton, stock car race track, sports stadium, and indoor recreation/entertainment uses such as billiard halls, bowling alleys, movie theatres, and video game parlors.

A consistency interpretation was received from Forward Pinellas staff confirming that “an outdoor performance venue would be classified as a Commercial Recreation use, which is allowed with no acreage limitations in the Industrial Category.” Forward Pinellas staff is currently processing a text amendment to the Countywide Rules to further clarify the definition as follows:

**Commercial Recreation Use** – A private or quasi-public recreation facility designed for participant or spectator **sports activities** for a charge, including but not limited to marina, miniature golf, dog race track, horse race track, jai-alai fronton, stock car race track, sports stadium, **performance venues**, and indoor recreation/entertainment uses such as billiard halls, bowling alleys, movie theatres, and video game **arcades** **parlors**.

Therefore, City staff finds that the proposed text amendment allowing a performing arts venue with no acreage limitation in the Industrial General (IG) land use category is consistent with Countywide Rules and no further action is anticipated regarding the Countywide Plan.

**CONSISTENCY with the COMPREHENSIVE PLAN**

The Comprehensive Plan contains the following Industrial Corridor Recommendations:

- Create buffers and transitional zones between industrial corridors and abutting neighborhoods.
- Increased standards and incentives for design including site planning architecture, signage and lighting.
- Strengthen guidelines regarding shielding of storage areas walls and fences to provide for a better visual environment.
- Increased flexibility for quality economic development.
- Allow residential in industrial areas providing for live work spaces for artists.
Allowing for an open air or outdoor performing arts venue in the Industrial General (IG) land use category provides the flexibility needed for quality economic development in the industrial corridor. The proposed text amendment allows for an interim economic use of under performing industrial lands without permanently removing them from the City's supply of industrial land, allowing them to remain available for industrial use in the future. The use will be proposed in the Land Development Regulations as allowed only through the Special Exception permit process with accompanying Use Specific Development Standards that will provide for an appropriate level of review and public input to ensure that a site-specific proposal shall only be approved in a manner that mitigated potential impacts while providing appropriate buffers to abutting neighbors.

The proposed text amendment is applicable to the following Comprehensive Plan policies:

- **Policy LU 2.5**: The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.

- **LU 3.1. C.2. (proposed for amendment)** Industrial General (IG) Future Land Use Category - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. Recognized as a commercial recreation use, an outdoor performing arts venue shall be allowed as a primary use with no acreage limitation.

- **LU 3.26** Land development regulations shall provide performance standards that ensure compatibility with surrounding uses.

- **LU 3.26.a** Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time: 1) vacant or underutilized land; 2) vacant or underutilized buildings; 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations

- **Policy LU 3.4**: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

- **Policy LU 3.5**: The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.

- **Policy LU 3.6**: Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

- **Policy LU 20.2**: The Future Land Use Element of the St. Petersburg Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan, including the categories, rules, policies, and procedures thereof.

- **Policy LU 21.1**: 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.

- **Policy R3.1**: Encourage the private sector to continue to provide recreational and cultural facilities and programs.
- **Policy R3.2**: Coordinate innovative and cooperative recreational and cultural projects between the City and the private sector.

**PUBLIC NOTICE**

Public hearing notice was published in the Tampa Bay Times on Friday, November 2, 2018 in accordance with Florida Statutes, Section 163.3174(1). Even though the applicant has proposed a possible location in their submitted application, the proposed amendments are not site specific but applicable to all City-wide parcels with a Future Land Use category of Industrial General (IG) and zoned Industrial Traditional (IT), therefore supplemental public hearing notices were not mailed to affected owners of real property within 200 feet. However, mail notices to affected neighbors will be required at the time of processing an application for a Special Exception and site plan approval.

**PUBLIC HEARING PROCESS**

The proposed ordinance associated with the Comprehensive Plan text amendment requires one (1) public hearing before the Community Planning & Preservation Commission (CPPC) and two (2) City Council public hearings. The amendment will also be transmitted for expedited state, regional and county review. Forward Pinellas (formerly known as Pinellas Planning Council) will review the Comprehensive Plan text amendment for consistency with the Countywide Rules.

**SUMMARY**

City staff and the applicant have reached a compromise solution for implementing an outdoor performing arts venue provision that respects the health, safety and economic interest of the citizens of St. Petersburg.

Based upon the analysis contained in this report, City staff finds that the proposed text amendment is consistent with the Comprehensive Plan. The proposed amendments have the potential to diversify the City’s arts community, broaden the industrial base and expand the tourism sector, which furthers Comprehensive Plan recommendations for increased flexibility for quality economic development within the Industrial Corridor.

**RECOMMENDATION**

Staff recommends that the Community Planning and Preservation Commission, in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the Comprehensive Plan text amendments described herein.

**ATTACHMENTS**

1. Application
2. City-wide map of the IT zoning district
ATTACHMENT NO. 1

Application
August 24, 2018

Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
City of St. Petersburg, Florida

Re: Amendments to the Comprehensive Plan and Land Development Regulations

Dear Mr. Kilborn,

This document is intended to serve as an application to amend the City of St. Petersburg Comprehensive Plan and Land Development Regulations. It is being submitted on behalf of Robert and Cherrie Beaman, owners of two parcels of property located at 415 20th Street South, St. Petersburg, FL. The Parcel ID or Tract Numbers are 24-34-16-18378-000-370 and 24-31-16-00000-320-0800.

On behalf of Mr. Beaman, I am applying for a text amendment to the City of St. Petersburg Municipal Code - Chapter 16, Land Development Regulations; specifically Section 16.10.020.1 -Use Permissions and Parking Requirements Matrix and Zoning Matrix. This application provides alternative mechanisms for amending the Zoning Matrix. The project entails the development and operation of an outdoor performing arts venue exceeding 500 seats. We are therefore applying for an amendment to the Use category for Performing Arts Venue (more than 500 seats) to include a verbiage in the Definition category that expressly includes...
outdoor performing arts venues. The application also seeks a text amendment in the Other category applicable to Industrial Traditional as a Special Exception (SE) or Permitted (P) as opposed to its current status as Nonconforming (NC). Alternatively, we are applying for a separate category for Outdoor Performing Arts Venue (more than 500 seats) expressly permitting outdoor performing arts venues and an Use Permission for Industrial Traditional as a Special Exception (SE) or Permitted (P) use. I believe these amendments to the Land Development Regulations are consistent with the City of St. Petersburg Comprehensive Plan.

To accomplish the goal of developing and operating an outdoor performing arts venue utilizing the aforementioned parcels, I am also seeking a text amendment to the City of St. Petersburg Comprehensive Plan; in particular Chapter Three, Category C, Section 2 Industrial General (IG). We are applying for a text amendment that expressly includes outdoor performing arts venues with verbiage that mirrors the language of Pinellas Countywide Plan. We are applying for a text amendment to the definition of Industrial General that expressly states “An outdoor performing venue would be classified as a Commercial Recreation use, which is allowed with no acreage limitation in the Industrial General category.

THE DOME INDUSTRIAL PARK PERFORMING ARTS PROJECT

The City of St. Petersburg is expressly committed to protecting and enriching the quality of life of its residents. It is also committed to the promotion of a healthy and stable economy. The City through its agencies and elected officials has recognized the importance of public/private cooperation in reaching its stated goals and objectives. The Dome Industrial Park (DIP) project constitutes such an opportunity. The project is consistent with the goals and objectives of the City of St. Petersburg Comprehensive Plan, St. Pete Vision2020, Warehouse Arts District/Deuces Live Joint Project Plan and the Dome Industrial Park (DIP) Community Redevelopment Plan.

The City of St. Petersburg Comprehensive Plan’s first goal is to “Protect the public health, safety, and general welfare.” LU-2 The DIP has been recognized by the City of St. Petersburg as a “slum: or blighted area...the rehabilitation, conservation, or redevelopment, or a
The Dome Project proposes the development of two parcels of land located within St. Petersburg’s Dome Industrial Park. The smaller parcel currently has an unattractive and vacant metal building located on it. The building has not been utilized since 2012. The second larger parcel is empty and unused and has been so since 1991. The existing building will be transformed into a space appropriate for glass blowing and cultural events. Public education events are also planned. Upon approval of the text amendment, the second parcel will be transformed into an open air performing art center. Nationally recognized promoters and artists have already committed to utilizing the performing art center on a scale and quality which does not currently exist in St. Petersburg or Pinellas County.

The benefit of the project in response to the City’s goals and objectives is clear. The Dome project meets the City’s goal of developing two separate parcels which are and have been underutilized and vacant for years. For more than a decade the City has identified parcels within the DIP as blighted and underutilized. This project will result in renovation of the existing structure and improvements throughout the project.
The Dome project meets the City's goal of enhancing tax base of the City through the sale of tickets, merchandise and beverages by an anticipated $500,000.00 annually. Additional tax revenue from enhanced nearby beverage, food and merchandise sales.

The Dome project will meet the City's goal of retaining present property owner Bob Beaman's presence in the DIP and enhancing his businesses through the introduction of two new entities; a non-profit Art Glass Center and a for-profit performing art venue.

The Dome project will meet the City's goal of improving and expanding the DIP through the development and marketing of the two entities.

The Dome project will meet the City’s goal of promoting and enriching the quality of life for its residents through the expansion of two additional cultural event venues and the attendant public art installations planned for the project.

The Dome project will meet the City’s goal of expanding and improving its trail system by providing lights and security to the portions of the Pinellas Trail effected by the project.

The Dome project is consistent with the City’s goal of supporting businesses and economic development.

The Dome project will assist the City’s stated goal of preserving waterfront park view corridors and pedestrian access by moving events from Al Lang Field and Vinnoy Park.

The Dome project has negotiated a parking agreement with the Tampa Bay Rays organization to coordinate and lease parking from the Rays for its events. The Dome project will coordinate with PSTA and local vendors to provide safe and convenient parking and transportation to and from the venue.

The Dome project will have no negative impact on residential neighborhoods. The nearest residential property is three city blocks to the west. The Dome project will utilize physical features to tamp noise including walls, a sound dampening roof and other passive and active methods.

Experts have established the necessity for establishing tax revenue as a critical component for city/community development. The performing art venue will generate revenue allowing the city to continue to develop public infrastructure supporting both businesses and non-profit organizations in the DIP and surrounding communities.
The Dome project is private. It will cost the City of St. Petersburg no monies and will benefit the entire Arts Warehouse District and surrounding communities.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

[Signature]

Kevin T. Beck, Esq.
AFFIDAVIT TO AUTHORIZE AGENT

I am (we are) the owner(s) and record title holder(s) of the property noted herein.

Property Owner's Name: Bob Beaman

This property constitutes the property for which the following request is made:

Property Address: 415 20th Street South

Parcel ID No.: 24-31-16-18378-000-0370 and 24-31-16-00000-320-0800

Request:

1. Amend the text of the City's Land Development Regulations to permit by right or special exception, a "performing arts venue, more than 500 seats" in the IT zoning category.

The undersigned has(have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s):

Agent's Name(s): Kevin T. Beck, Esq.

This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property.

I(we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): Bob Beaman

Sworn to and subscribed on this date:

Identification or personally known: personally

Notary Signature: [Signature]

Commission Expiration (Stamp or date): [Stamp]
ATTACHMENT NO. 2
City-wide IT Zoning Map
Staff Report to the Development Review Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

For Public Hearing on Wednesday, December 5, 2018
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR-2018-03
Outdoor Performing Arts Venue

This is a private 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 of the following text amendments to the City Code, Chapter 16, Land Development Regulations ("LDRs").

APPLICANT INFORMATION

APPLICANT:    Robert and Cherrie Beaman
                415 20th Street South
                St. Petersburg, Florida 33712

AGENT:         Kevin T. Beck
                615 27th Street South, STE E
                St. Petersburg, FL 33712

STAFF CONTACT: Britton Wilson, AICP, Planner II
                Urban Planning and Historic Preservation Division
                Planning and Development Services Department
                One – 4th Street North
                St. Petersburg, Florida 33711
                Britton.Wilson@stpete.org
                (727) 551-3542

REQUEST

As stated by the applicant, the proposed text amendment is in support of establishing an open air or outdoor performing arts venue within the Industrial Traditional (IT) zoning district. To accomplish this goal, the applicant has proposed a text amendment to the Comprehensive Plan, Industrial General (IG) Future Land Use category that adds a provision classifying an outdoor performing arts venue as a Commercial Recreation use, which shall be allowed as a primary use with no acreage limitation. This proposal is a companion text amendment to Chapter 16, Land Development Regulations (LDRs) to amend the Use Permissions and Parking
Requirements Matrix to include the new Outdoor Performing Arts Venue use with associated Use Specific Development Standards to be allowed in the IT zoning district through the Special Exception Permit Process. The proposed LDR text amendment is not site-specific but a regulatory use provision applicable City-wide.

BACKGROUND

Industrial Traditional (IT) and Industrial Suburban (IS) are the two industrial zoning classifications within the city, while IT is the predominant industrial zoning district. The purpose of the IT zoning district regulations are to permit rehabilitation, improvement and redevelopment in a manner that is consistent with the character of the neighborhood and respects adjacent residential uses. Many of the City’s older industrial areas were developed along the two railroad lines which brought goods and services. These industrial lands create a string of industrial property that runs throughout the City instead of being concentrated within a defined industrial park. Please see the attached city-wide map identifying the location of Industrial Traditional (IT) zoned property.

Various areas within industrial corridors may appear unattractive, with aged and in some cases obsolete buildings. Such conditions have resulted in parcels becoming blighted and designated a Community Redevelopment Area. Allowing for an open air or outdoor performing arts venue in the IT zoning district provides an interim economic use to under performing industrial parcels without permanently removing them from the City’s supply of industrial zoned land, allowing them to remain available for industrial uses in the future.

LGCP 2018-02: PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

The Industrial General (IG) Future Land Use category currently allows Commercial Recreation uses only as an accessory within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. Consistent with the Countywide Plan Rules’ Industrial (I) category, new language is proposed clarifying that an outdoor performing arts venue would be classified as a Commercial Recreation use allowed with no acreage limitation, thereby changing it from an accessory to a primary use.

The proposed change to the Industrial General (IG) Future Land Use category shown in underline format is as follows:

LU3.1.C.2. Industrial General (IG) - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. Recognized as a commercial recreation use, an outdoor performing arts venue shall be allowed as a primary use with no acreage limitation.

As per LDR Section 16.10.02.02 – Matrix: Zoning Districts and Future Land Use Categories, the Industrial General (IG) Future Land Use category is consistent only with the Industrial Traditional (IT) zoning district. To further effectuate the applicant’s goal of allowing an outdoor performing arts venue in the Industrial Traditional (IT) zoning district, the below amendments to LDR Section 16.10.020.1 – Matrix Use Permission and Parking Requirements and associated Use Specific Development Standards are proposed.

Even though the applicant has proposed a location in their submitted application, the proposed amendments are not site specific and if approved will apply to all parcels within the City that have a Future Land Use category of Industrial General (IG) and zoned Industrial Traditional (IT).
Overview of Proposed Text Amendment
As depicted in the below excerpt of LDR table 16.10.020.1 – Matrix: Use Permissions and Parking Requirements, the new use activity of Outdoor Performing Arts Venue is added and defined as an establishment used for regularly scheduled public presentation of live and pre-recorded performances with associated Specific Use Development Standards. The text amendment proposes to include Outdoor Performing Arts Venue as a new use allowed within the Industrial Traditional (IT) zoning district as approved through the Special Exception permit and site plan review process.

<table>
<thead>
<tr>
<th>Use</th>
<th>Traditional Tier</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT: Industrial Traditional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Parking Spaces, Traditional Tier</td>
<td>(NT, CRT, CCT, IT)</td>
<td></td>
</tr>
</tbody>
</table>

### CITYWIDE

<table>
<thead>
<tr>
<th>Use</th>
<th>Traditional Tier</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performing Arts Venue/Cinema (500 seats or less)</td>
<td>NC</td>
<td>1 per 150 sf gfa of group seating areas; 1 per 1,000 sf gfa other areas Establishments used for regularly scheduled public presentation of live or prerecorded performances.</td>
</tr>
<tr>
<td>Performing Arts Venue/Cinema (more than 500 seats)</td>
<td>NC</td>
<td>1 per 150 sf gfa of group seating areas; 1 per 1,000 sf gfa other areas Establishments used for regularly scheduled public presentation of live or prerecorded performances.</td>
</tr>
<tr>
<td>Outdoor Performing Arts Venue</td>
<td>SE</td>
<td>1 per 150 sf of group seating areas or 1 per 100 sf of assembly areas where there are no fixed seats, 1 per 1,000 sf other areas Establishments used for regularly scheduled public presentation of live or prerecorded performances where public assembly areas are primarily located outside of fully enclosed buildings or structures. (See Use Specific Standards)</td>
</tr>
</tbody>
</table>

At the time of application, a site-specific Outdoor Performing Arts Venue would be allowed through the Special Exception (SE) permit process subject to the SE standards of review (Section 16.70.040.1.5.D), in addition to Specific Use Development Standards drafted in underline format below.

Section 16.50.235. – Outdoor Performing Arts Venue

16.50.235.1 – Purpose and Intent

The purpose and intent of these regulations are to regulate the establishment of an outdoor performing arts venue in recognition of the public need and demand for a variety of recreational and cultural facilities and programs balanced against the impacts that such facilities may have on properties within the City. This balance is established by the below development standards, which need to be demonstrated during the Special Exception (SE) permit process.
16.50.235.2 – Establishment

An outdoor performing arts venue use shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements and shall comply with the development standards of the zoning district, the general development standards and this section.

16.50.235.3 – Development Standards

1. A noise mitigation and monitoring plan shall be prepared by a professional acoustical consultant or certified audio engineer to demonstrate how the operation will comply with the noise ordinance and shall include the number and orientation of speakers, noise mitigation methods, operating hours, location of stage(s) and performing areas and monitoring requirements.

2. An annual operating plan shall be provided to include frequency of events, projected number of attendees, days and hours of operation, and whether alcohol will be served.

3. An outdoor lighting (photometric) plan shall be provided to address outdoor security lighting, pedestrian lighting and event lighting. Lights shall be directed away from adjacent residential uses and use of flashing, blinking, fluttering, strobe, laser beam lightening or lighting devises shall be prohibited if visible from any adjacent rights-of-way or adjacent properties.

4. A traffic circulation plan shall be provided addressing event drop-off pick up, site circulation, event loading and pedestrian connections. Off-street loading for a minimum of one semi-tractor trailer shall be provided completely on the property. If off-site parking is proposed, the plan shall also demonstrate safe lighted pedestrian connections, and shall comply with off-site location requirements, 16.40.090.3.2.C.2.

5. These regulations are in addition to other regulations that may be applicable, including but not necessarily limited to certificates of appropriateness, community redevelopment plan reviews, and public safety permits related to group assembly events.

Overview of the Regulatory Review Process

As currently proposed, a petition for an Outdoor Performing Arts Venue use in the IT zoning district would be subject to the Special Exception standards for review as set forth in the Section 16.70.040.1.5.D and the Outdoor Performing Arts Venue’s Use Specific Development Standards, Section 16.50.490 drafted above. Given the layers of review that would be associated with a site-specific application for a proposed Outdoor Performing Arts Venue, such a use may be deemed appropriate within the IT zoning district.

The purpose of the Special Exception process is to provide for uses that are generally compatible with the predominant use characteristics of a zoning district, but which require individual review of their location, design, intensity, configuration, and public facility impact to determine the appropriateness of the use on any site in the district and their compatibility with adjacent uses. To facilitate determination, submittal for site plan review will be required to determine appropriateness and compatibility in their specific contexts.

Application Proposal

The submitted application proposed two alternative mechanisms for amending LDR table 16.10.020.1 – Matrix: Use Permissions and Parking Requirements summarized below:

1) The first proposal is to amend the existing Performing Arts Venue (more than 500 seat) use definition to expressly include outdoor performing arts venues and to allow the use in the Industrial Traditional (IT) zoning district as either Permitted (P) or Special Exception (SE).

2) Alternatively, the application proposed creating a new use category of Outdoor Performing Arts Venue (more than 500 seats) that expressly permits outdoor performing arts venues as an Special Exception (SE) or Permitted (P) use within the Industrial Traditional (IT) zoning district.
Upon further review of the application proposal, staff determined that a new use category of Outdoor Performing Arts Venue without a minimum or maximum threshold would be the more appropriate avenue to achieve the stated goal of operating an outdoor open air performing arts venue within the Industrial Traditional (IT) zoning district. Attendee thresholds shall be determined on an individual basis dependant on event and site-specific parameters.

**CONSISTENCY and COMPATIBILITY WITH COMPREHENSIVE PLAN**

The Comprehensive Plan contains the following Industrial Corridor Recommendations:

- Create buffers and transitional zones between industrial corridors and abutting neighborhoods.
- Increased standards and incentives for design including site planning architecture, signage and lighting.
- Strengthen guidelines regarding shielding of storage areas walls and fences to provide for a better visual environment.
- Increased flexibility for quality economic development.
- Allow residential in industrial areas providing for live work spaces for artists.

Allowing for an open air or outdoor performing arts venue in the Industrial General (IG) land use category provides the flexibility needed for quality economic development in the industrial corridor. The proposed text amendment allows for an interim economic use of under performing industrial lands without permanently removing them from the City’s supply of industrial land, allowing them to remain available for industrial use in the future. As per the proposed new Land Development Regulation language, the use shall be allowed only through the Special Exception permit process with accompanying Use Specific Development Standards that provide for an appropriate level of review and public input to ensure that a site-specific proposal shall only be approved in a manner that mitigated potential impacts while providing appropriate buffers to abutting neighbors.

The proposed text amendment is applicable to the following Comprehensive Plan policies:

- **Policy LU 2.5:** The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.

- **LU 3.1.C.2. (proposed for amendment) Industrial General (IG) Future Land Use Category -** Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. **Recognized as a commercial recreation use, an outdoor performing arts venue shall be allowed as a primary use with no acreage limitation.**

- **LU 3.26** Land development regulations shall provide performance standards that ensure compatibility with surrounding uses.

- **LU 3.26.a** Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time: 1) vacant or underutilized land; 2) vacant or underutilized buildings; 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.
• **Policy LU 3.4:** The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

• **Policy LU 3.5:** The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.

• **Policy LU 3.6:** Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

• **Policy LU 20.2:** The Future Land Use Element of the St. Petersburg Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan, including the categories, rules, policies, and procedures thereof.

• **Policy LU 21.1:** 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.

• **Policy R3.1:** Encourage the private sector to continue to provide recreational and cultural facilities and programs.

• **Policy R3.2:** Coordinate innovative and cooperative recreational and cultural projects between the City and the private sector.

**CONSISTENCY with the COUNTYWIDE PLAN:**

Proposed amendments to local future land use plans and land development regulations are to be consistent with the Countywide Plan Map and the criteria and standards set forth in the Countywide Rules. Countywide Policy 2.3.3.9 speaks to the Industrial (I) land use category purpose and use characteristics, which lists Commercial Recreation as a permitted use in the Industrial category not subject to acreage limitations:

**2.3.3.9 Category/Symbol – Industrial (I).**

**Purpose** – This plan category is intended to depict areas developed, or appropriate to be developed, in a general industrial manner; and so as to encourage the reservation and use of areas for industrial use in a manner consistent with surrounding use, transportation facilities, other necessary infrastructure, and natural resources.

**Use Characteristics** – Those uses appropriate to and consistent with this category include:

Permitted Uses Not Subject to Acreage Thresholds or Other Limitations – Research/Development-Light; Research/Development-Heavy; Storage/Warehouse-Light; Storage/Warehouse-Heavy; Manufacturing-Light; Manufacturing-Medium; Manufacturing-Heavy; Agricultural Processing; Vehicular Salvage; Transfer/Recycling; Solid Waste/Refuse Disposal; Electric Power Generation Plant; Incinerator Facility; Commercial Recreation.

Current Countywide Rules definition:

**Commercial Recreation Use** - A private or quasi-public recreation facility designed for participant or spectator sports for a charge, including but not limited to marina, miniature golf, dog race track, horse race track, jai-alai fronton, stock car race track, sports stadium, and indoor recreation/entertainment uses such as billiard halls, bowling alleys, movie theatres, and video game parlors.
A consistency interpretation was received from Forward Pinellas staff confirming that “an outdoor performance venue would be classified as a Commercial Recreation use, which is allowed with no acreage limitations in the Industrial Category.” Forward Pinellas staff is currently processing a text amendment to the Countywide Rules to further clarify the definition as follows:

**Commercial Recreation Use** – A private or quasi-public recreation facility designed for participant or spectator sports activities for a charge, including but not limited to marina, miniature golf, dog race track, horse race track, jai-alai fronton, stock car race track, sports stadium, performance venues, and indoor recreation/entertainment uses such as billiard halls, bowling alleys, movie theatres, and video game arcades, parlors.

Therefore, City staff finds that the proposed text amendment allowing a performing arts venue with no acreage limitation in the Industrial General (IG) land use category and concurrent LDR amendments are consistent with Countywide Rules and no further action is anticipated regarding the Countywide Plan.

### PUBLIC HEARING PROCESS

The ordinance associated with the LDR text amendments requires one (1) public hearing by the Development Review Commission (DRC) and two (2) by the City Council.

### SUMMARY

After careful review and consideration, staff and the applicant have worked together on a compromise and a solution for how to implement an outdoor performing arts venue in a manner that is believed to be in the best health, safety and economic interest of the citizens of St. Petersburg.

Based upon staff’s analysis contained in this report, the proposed text amendments are consistent with the St. Petersburg Comprehensive Plan and internally consistent with the Land Development Regulations. The proposed amendments have the potential to diversify the City’s arts community, broaden the industrial base and expand the tourism sector, which furthers Comprehensive Plan recommendations for increased flexibility for quality economic development within the Industrial Corridor.

### RECOMMENDATIONS

Staff recommends that the Development Review Commission, in its capacity as the Land Development Regulation Commission, make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the City Code, Chapter 16 LDR text amendments described herein.

### ATTACHMENTS

1. Application
2. Map Series
ATTACHMENT NO. 1

Application
August 24, 2018

Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Economic Development Department
City of St. Petersburg, Florida

Re: Amendments to the Comprehensive Plan and Land Development Regulations

Dear Mr. Kilborn,

This document is intended to serve as an application to amend the City of St. Petersburg Comprehensive Plan and Land Development Regulations. It is being submitted on behalf of Robert and Cherrie Beaman, owners of two parcels of property located at 415 20th Street South, St. Petersburg, FL. The Parcel ID or Tract Numbers are 24-34-16-18378-000-370 and 24-31-16-00000-320-0800.

On behalf of Mr. Beaman, I am applying for a text amendment to the City of St. Petersburg Municipal Code - Chapter 16, Land Development Regulations; specifically Section 16.10.020.1 -Use Permissions and Parking Requirements Matrix and Zoning Matrix. This application provides alternative mechanisms for amending the Zoning Matrix. The project entails the development and operation of an outdoor performing arts venue exceeding 500 seats. We are therefore applying for an amendment to the Use category for Performing Arts Venue (more than 500 seats) to include a verbiage in the Definition category that expressly includes
outdoor performing arts venues. The application also seeks a text amendment in the Other category applicable to Industrial Traditional as a Special Exception (SE) or Permitted (P) as opposed to its current status as Nonconforming (NC). Alternatively, we are applying for a separate category for Outdoor Performing Arts Venue (more than 500 seats) expressly permitting outdoor performing arts venues and an Use Permission for Industrial Traditional as a Special Exception (SE) or Permitted (P) use. I believe these amendments to the Land Development Regulations are consistent with the City of St. Petersburg Comprehensive Plan.

To accomplish the goal of developing and operating an outdoor performing arts venue utilizing the aforementioned parcels, I am also seeking a text amendment to the City of St. Petersburg Comprehensive Plan; in particular Chapter Three, Category C, Section 2 Industrial General (IG). We are applying for a text amendment that expressly includes outdoor performing arts venues with verbiage that mirrors the language of Pinellas Countywide Plan. We are applying for a text amendment to the definition of Industrial General that expressly states “An outdoor performing venue would be classified as a Commercial Recreation use, which is allowed with no acreage limitation in the Industrial General category.

THE DOME INDUSTRIAL PARK PERFORMING ARTS PROJECT

The City of St. Petersburg is expressly committed to protecting and enriching the quality of life of its residents. It is also committed to the promotion of a healthy and stable economy. The City through its agencies and elected officials has recognized the importance of public/private cooperation in reaching its stated goals and objectives. The Dome Industrial Park (DIP) project constitutes such an opportunity. The project is consistent with the goals and objectives of the City of St. Petersburg Comprehensive Plan, St. Pete Vision2020, Warehouse Arts District/Deuces Live Joint Project Plan and the Dome Industrial Park (DIP) Community Redevelopment Plan.

The City of St. Petersburg Comprehensive Plan’s first goal is to “Protect the public health, safety, and general welfare.” LU-2 The DIP has been recognized by the City of St. Petersburg as a “slum or blighted area…the rehabilitation, conservation, or redevelopment, or a
combination thereof of said area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City.” No. 2005-450. The Dome Project is in the best interest of the residents of the City and will be privately funded.

The Dome project will provide the City a unique and viable open air performing arts center that remedies many of the issues and concerns present with current performing arts venues such as Al Lang Field and Vinoy Park. The DIP Performing Arts Center will be sited in the Dome Industrial Park thereby avoiding the necessity of closing essential roads and sidewalks and avoidance of noise concerns arising from the proximity of those venues and the residential communities adjacent to them. The Venue Dome will also benefit the City through increased revenue, the development of existing blighted property and expanded performances. The DIP Performing Arts Center will also promote the Dome Industrial Park and contribute to the economic success of the surrounding businesses in DIP, Grand Central, Deuces Live and downtown St. Petersburg by attracting nationally recognized performing artists, marketing the Arts Warehouse District through event promotions and land redevelopment.

The Dome Project proposes the development of two parcels of land located within St. Petersburg’s Dome Industrial Park. The smaller parcel currently has an unattractive and vacant metal building located on it. The building has not been utilized since 2012. The second larger parcel is empty and unused and has been so since 1991. The existing building will be transformed into a space appropriate for glass blowing and cultural events. Public education events are also planned. Upon approval of the text amendment, the second parcel will be transformed into an open air performing art center. Nationally recognized promoters and artists have already committed to utilizing the performing art center on a scale and quality which does not currently exist in St. Petersburg or Pinellas County.

The benefit of the project in response to the City’s goals and objectives is clear. The Dome project meets the City’s goal of developing two separate parcels which are and have been underutilized and vacant for years. For more than a decade the City has identified parcels within the DIP as blighted and underutilized. This project will result in renovation of the existing structure and improvements throughout the project.
The Dome project meets the City’s goal of enhancing tax base of the City through tickets, merchandise and beverages by an anticipated $500,000.00 annually. Additional tax revenue from enhanced nearby beverage, food and merchandise sales.

The Dome project will meet the City’s goal of retaining present property owner Bob Beaman’s presence in the DIP and enhancing his businesses through the introduction of two new entities; a non-profit Art Glass Center and a for-profit performing art venue.

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The Dome project is private. It will cost the City of St. Petersburg no monies and will benefit the entire Arts Warehouse District and surrounding communities.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Kevin T. Beck, Esq.
AFFIDAVIT TO AUTHORIZE AGENT

I am (we are) the owner(s) and record title holder(s) of the property noted herein

Property Owner's Name: Bob Beaman

This property constitutes the property for which the following request is made

Property Address: 415 20th Street South
Parcel ID No.: 24-31-16-18378-000-0370 and 24-31-16-00000-320-0800
Request: Amend the text of the City's Land Development Regulations to permit by right or special exception, a "performing arts venue, more than 500 seats" in the IT zoning category.

The undersigned has(have) appointed and does(do) appoint the following agent(s) to execute any application(s) or other documentation necessary to effectuate such application(s)

Agent's Name(s): Kevin T. Beck, Esq.

This affidavit has been executed to induce the City of St. Petersburg, Florida, to consider and act on the above described property

I(we), the undersigned authority, hereby certify that the foregoing is true and correct.

Signature (owner): Bob Beaman
Sworn to and subscribed on this date
Identification or personally known: Personally Known
Notary Signature: [Signature]
Date: 7/11/18
Commission Expiration (Stamp or date):

City of St. Petersburg – One 4th Street North – PO Box 2842 – St. Petersburg, FL 33731 – (727) 893-7471
www.stpete.org/tdr
ATTACHMENT NO. 2

City-wide IT Zoning Map
City-wide Industrial Traditional (IT) Zoning District
City of St. Petersburg
Planning and Development Services Department
City of St. Petersburg
Housing Affordability Impact Statement

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 and Development Services Department

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

See attached proposed amendments to Comprehensive Plan policy LU3.1.C.2 (City File LGCP 2018-02).

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2018-03).

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.)

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

Department Director (signature) 12-6-18 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 amending the Official Zoning Map designation of the Venetian Mobile Home Court property, located at 5475 3rd Lane North and estimated to be 19.79 acres in size, from NMH (Neighborhood Mobile Home) to NSM-1 (Neighborhood Suburban Multifamily-1), or other less intensive use. [Quasi-Judicial] (City File ZM-8)
Please scroll down to view the backup material.
TO: The Council Chair, and Members of City Council

SUBJECT: City File: ZM-8: Private-initiated application proposing an amendment to the Official Zoning Map designation for the subject property, an estimated 19.8-acre parcel owned by St. Pete 454, LLC, generally located north of 54th Avenue North, between 1st Street North and 4th Street North at 5475 3rd Lane. N.

A detailed analysis of the request is provided in Staff Report ZM-8, attached.

REQUEST: ORDINANCE _____-Z amending the Official Zoning Map designation from NMH (Neighborhood Mobile Home) to NSM-1 (Neighborhood Suburban Multifamily), or other less intensive use.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: Three phone calls have been received from residents, two requesting more information and one opposed to the rezoning.

Neighborhood Input: The subject property is located within the boundaries of Edgemoor Neighborhood. The applicant sent a copy of the application to the association when it was filed with the City and has assured Staff that a follow up call with the neighborhood association president will be placed prior to any public hearings.

Community Planning & Preservation Commission (CPPC): The CPPC conducted a public hearing on December 11, 2018 and unanimously approved by a vote of 7 to 0.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; 2) CONDUCT first public hearing; AND 3) SET the second reading and adoption public hearing for January 17, 2019.

Attachments: Ordinance and Staff Report.
ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF PROPERTY LOCATED at 5475 3RD LANE NORTH, FROM NMH (NEIGHBORHOOD MOBILE HOME) TO NSM-1 (NEIGHBORHOOD SUBURBAN MULTIFAMILY); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 723.083 states that the City shall not approve a rezoning of a mobile home park unless adequate mobile home parks or other facilities exist for relocation of owners, and

WHEREAS, the owner of the property subject to the rezoning provided the City documentation stating that as of November 11, 2018 no mobile home owners were residing at the property, and

WHEREAS, the City finds that this rezoning is in compliance with Florida Statutes regarding relocation and notice to owners of mobile homes at the subject property, and now therefore,

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

PARCEL 1:

Lot 1, Block 1, NORTH ST. PETERSBURG SCOTT 2ND PARTIAL REPLAT, according to the map or plat thereof as recorded in Plat Book 77, page 67, of the public records of Pinellas County, Florida.

PARCEL 2:

Tracts A and B, NORTH ST. PETERSBURG SCOTT PARTIAL REPLAT, according to plat thereof recorded in Plat Book 63, page 93, of the public records of Pinellas County, Florida.

PARCEL 3:

Lots 2 through 5 inclusive, NORTH ST. PETERSBURG RICHARDSON PARTIAL REPLAT, according to plat thereof recorded in Plat Book 57, page 81, public records of Pinellas County, Florida; LESS that part of Lot 2, described as follows: Begin at the Southwest corner of said Lot 2, run thence North along the West boundary of said Lot 2, 245.14 feet; thence South 85°27’00” East, 161.09 feet; thence South 07°22’00” West, 237.16 feet; thence South 63°32’15” West, 47.34 feet; thence North 74°45’00” West, 91.00 feet to the POINT OF BEGINNING.

PARCEL 4:
The East 100 feet, more or less, of Barnard Boulevard and the South 10 feet of the East 60 feet, more or less of the West 200 feet, more or less of vacated Barnard Boulevard, as vacated by Ordinance No. 595-V recorded in Official Records Book 6854, page 913, of the public records of Pinellas County, Florida.

ALL OF THE ABOVE PARCELS BEING ALSO DESCRIBED AS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT A, NORTH ST. PETERSBURG SCOTT PARTIAL REPLAT, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THENCE ALONG THE NORTH RIGHT OF WAY OF 54 TH AVE. NE, BEARING SOUHG 89°59'34" WEST, A DISTANCE OF 1077.91 FEET TO A POINT;

THENCE, BEARING NORTH 00°07'34" EAST, A DISTANCE OF 256.37 FEET TO A POINT;

THENCE, BEARING SOUTH 74°37'26" EAST, A DISTANCE OF 21.43 FEET TO A POINT;

THENCE, BEARING NORTH 00°15'07" EAST, A DISTANCE OF 10.36 FEET TO A POINT;

THENCE, BEARING SOUTH 74°37'26" EAST, A DISTANCE OF 69.96 FEET TO A POINT;

THENCE, BEARING NORTH 00°07'34" EAST, A DISTANCE OF 52.66 FEET TO A POINT;

THENCE, BEARING NORTH 63°39'49" EAST, A DISTANCE OF 47.34 FEET TO A POINT;

THENCE, BEARING NORTH 07°29'34" EAST, A DISTANCE OF 237.16 FEET TO A POINT;

THENCE, BEARING NORTH 85°19'26" WEST, A DISTANCE OF 161.09 FEET TO A POINT;

THENCE, BEARING NORTH 00°07'34" EAST, A DISTANCE OF 295.96 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 50 FEET, THENCE A DISTANCE OF 72.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°11'12" TO A POINT, CHORD BEARS AT SAID POINT NORTH 41°43'10" EAST, A DISTANCE OF 66.38 FEET;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1693 FEET, THENCE A DISTANCE OF 356.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°31'39" TO A POINT, CHORD BEARS AT SAID POINT NORTH 77°16'57" EAST, A DISTANCE OF 355.72 FEET;

THENCE BEARING NORTH 67°43'43" EAST, A DISTANCE OF 90.00 FEET TO A POINT;

THENCE, BEARING SOUTH 22°52'26" EAST, A DISTANCE OF 301.42 FEET TO A POINT;

THENCE, BEARING SOUTH 21°38'23" EAST, A DISTANCE OF 58.83 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 49.64 FEET, THENCE A DISTANCE OF 86.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°46'31" TO A POINT, CHORD BEARS AT SAID POINT SOUTH 71°31'39" EAST, A DISTANCE OF 75.93 FEET;

THENCE, BEARING NORTH 59°03'55" EAST, A DISTANCE OF 87.80 FEET TO A POINT;

THENCE, BEARING NORTH 51°42'04" EAST, A DISTANCE OF 154.45 FEET TO A POINT;

THENCE, BEARING NORTH 61°25'04" EAST, A DISTANCE OF 68.36 FEET TO A POINT;

THENCE, BEARING SOUTH 00°03'04" WEST, A DISTANCE OF 272.69 FEET TO A POINT;

THENCE, BEARING SOUTH 89°56'56" EAST, A DISTANCE OF 159.51 FEET TO A POINT;

THENCE ALONG THE WEST RIGHT OF WAY OF 1ST STREET N, BEARING SOUTH 00°03'04" WEST, A DISTANCE OF 530.03 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 30 FEET, THENCE A DISTANCE OF 47.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°56'30" TO A POINT, CHORD BEARS AT SAID POINT SOUTH 45°04'19" WEST, A DISTANCE OF 42.40 FEET; TO THE POINT OF BEGINNING.

AND
TRACT B, NORTH ST. PETERSBURG SCOTT PARTIAL REPLAT, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

[Containing 19.8 acres, more or less.]

District

From: NMH (Neighborhood Mobile Home)
To: NSM-1 (Neighborhood Suburban Multifamily)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon adoption.

APPROVED AS TO FORM AND SUBSTANCE: ZM-8 (Zoning)

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

ASSISTANT CITY ATTORNEY

DATE 12-17-18
Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on December 11, 2018
at 2:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File ZM-8

According to Department records, no Commission members resides or owns property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

APPLICANT/PROPERTY OWNER: St. Pete 454, LLC
250 4th Street North
St. Petersburg, FL 33701

REPRESENTATIVE: R. Donald Mastry/Shaun Amarnani
200 Central Avenue, Suite 1600
St. Petersburg, FL 33701

SUBJECT PROPERTY: The subject property, estimated to be 19.8 acres in size, is the Venetian Mobile Home Court, generally located at 5475 3rd Lane North

PIN & LEGAL: 31-30-17-61389-000-0010

REQUESTED ACTION: To amend the Official Zoning Map designation from NMH (Neighborhood Mobile Home) to NSM-1 (Neighborhood Suburban Multifamily), or other less intensive use. The Future Land Use Map (or Comprehensive Plan) designation will remain Residential Medium.

PURPOSE: It is the applicant’s desire to redevelop the subject property with multifamily residential units (apartments).
EXISTING USES: As stated, the subject property is the location of the Venetian Mobile Home Court. Florida Department of Business and Professional Regulation records indicate that there are 225 lots. The applicant has indicated in the application narrative that there are 217 mobile home pads and 10 RV pads currently onsite. The City’s Business Tax Office records indicate that the tax has been paid for FY2019, based on 155 mobile homes. Based on the historic property card and Pinellas County Property Appraiser records, the mobile home was originally developed in 1947, and the property consists of 17.11 acres of upland surrounding a 2.68-acre lake.

SURROUNDING USES: The existing surrounding uses are as follows:

North: Multifamily residential and single family homes
South: Romany Mobile Home Park, Salvation Army retail store
East: Apartments and single family homes
West: Strip retail and office uses

SPECIAL INFORMATION: The subject property is located within the boundaries of the Edgemoor Neighborhood Association.

ZONING HISTORY: The present NMH zoning designation has been in place since September 2007, following the Citywide rezoning and LDR Update. There have been no relevant cases in the immediate vicinity.

APPLICABLE REGULATIONS: The subject property is estimated to be 19.8 acres in size. According to the Pinellas County Property Appraiser’s records, 2.68 acres is lake and 17.11 acres is upland. It has been determined by Staff that the lake is manmade, dug prior to the origination of the mobile home park, and is thereby included in the following density calculations.

Development potential under the present NMH zoning is 158 mobile homes, based on a density of 8 mobile homes per acre. As indicated previously, 225 lots are recognized by the Florida Department of Business and Professional Regulation, which equates to a density of approximately 11 units per acre. While

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mobile homes are a permitted use in NMH districts, because there are more units than allowed under current zoning, the Venetian Mobile Home Court is classified as having a grandfathered use.

Redevelopment potential under the requested NSM-1 zoning, providing all other district regulations are met, is 297 multifamily residences, based on a density of 15 dwelling units per acre. A workforce housing density bonus of six (6) units per acre is also available if the requirements of the ordinance are met.

Any proposed development of 60 units or greater will require approval of a Site Plan by the Development Review Commission, through a public hearing process. Site Plan review criteria include requirements to address compatibility with surrounding land uses.

**STAFF ANALYSIS:** The applicant indicated in their application that there are no mobile home owners residing in Venetian, except for one owner involved in a probate proceeding. Since then, the manager has submitted a letter stating that no mobile home owners are residing in the park, thus the City may take action on the rezoning request, pursuant to Sec. 723.083, F.S., pertaining to mobile home park lot tenancies.

The applicant's request is to rezone the subject property from NMH to NSM-1, in order to redevelop the site with multifamily residential units. The Future Land Use Map designation, which will remain Residential Medium.

The subject property is located within the Coastal High Hazard Area (CHHA), defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (“SLOSH”) computerized storm surge model. The property is also located within Hurricane Evacuation Level A which is the first area to be evacuated when a storm threatens Pinellas County. The present Residential Medium land use designation and the requested NSM-1 zoning both allow up to 15 dwelling units per acre.

The subject property is also located within a FEMA designated Special Flood Hazard Area (SFHA), formally known as the 100-year floodplain. The existing mobile home park does not comply with the minimum FEMA flood elevation standards for residential
dwelling units. Specifically, the property is located in SFHA AE-11, which requires that the top of the lowest habitable floor be at or above 11-feet. In addition, the City Floodplain Ordinance requires two additional feet of freeboard, for a total elevation of 13-feet. The City’s land development regulation will require that the storm water design for the redevelopment be based on the effects of a 100-year storm event, consistent with Objectives LU9, CM11 and C1, as well as Policies CM11.14, CM11.15 and C1.1.

The rezoning request is also consistent with several other policies in the Comprehensive Plan. The requested NSM-1 zoning provides an appropriate transition between the commercial zoning along the 4th Street corridor, the major roads and the multifamily and single-family zoning the north, the mobile home zoning to the south and the single-family zoning to the east. It is anticipated that the residential multifamily redevelopment will demonstrate compatibility with the uses surrounding the subject property as part of the Site Plan review (Policies LU3.6 and LU3.8) and are appropriate given the site’s proximity to three major roads (Policy LU3.11). The new residential construction will also improve the City’s tax base (Policy LU3.5).

The Level of Service (LOS) impact section of this report concludes that the requested rezoning will not have a negative effect upon the City’s adopted LOS standards for public services and facilities including traffic, potable water, sanitary sewer, solid waste, recreation, mass transit, schools and stormwater management.

In summary, City staff has determined that the applicant’s request is consistent with the Comprehensive Plan.

SPECIAL NOTE
ON CONCURRENCE:

Level of Service impacts are addressed further in this report. There is not currently a proposal for specific development on this site and approval of this rezoning request does not guarantee that the subject property will meet the requirements of concurrency at the time development permits are requested. Completion of this rezoning does not guarantee the right to develop on the subject property. Upon application for site plan review or development permits a full concurrency review will be completed to determine whether the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

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RECOMMENDATIONS: Staff recommends APPROVAL of the Official Zoning Map amendment from NMH (Neighborhood Mobile Home) to NSM-1 (Neighborhood Suburban Multifamily) on the basis that the request is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
RESPONSES TO RELEVANT
CONSIDERATIONS ON AMENDMENTS
TO THE LAND USE PLAN:

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

The following policies and objectives from the Future Land Use Element and Coastal Management Element are applicable:

LU3.5 The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.

LU3.6 Land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.

LU3.8 The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long term desirability of an area through appropriate land development regulations.

LU3.11 More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.

LU9: The City shall continue to define and regulate nonconforming and grandfathered uses consistent with the requirements of Chapter 163, F.S. for the purpose of reducing or eliminating land uses that are inconsistent with the character of the community including repetitive loss and other properties that do not comply with minimum FEMA flood elevation standards as targeted in Policies CM11.11 and CM11.12.

CM11 The City will reduce natural hazard impacts through compliance with FEMA regulations, participation in NFIP's Community Rating System (CRS) and by targeting repetitive flood loss and vulnerable properties for mitigation.

CM11.10 The City shall maintain an inventory of repetitive loss properties and target hazard mitigation programs to these properties.

CM11.11 Through hazard mitigation programs and compliance with FEMA flood elevation requirements, at least five (5) previously noncompliant
structures per year will be brought into conformance with FEMA flood elevation standards or flood proofed consistent with FEMA standards.

CM11.14 In order to reduce flood risk resulting from or associated with high-tide events, storm surge, flash floods, stormwater runoff and the 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 the Land Development Regulations.

CM11.15 Through implementation of the Land Development Regulations, the City will continue to be consistent with, and in some instances more stringent than, the flood-resistant construction requirements in the Florida Building Code and federal flood plain management regulations.

Cl The City of St. Petersburg shall attempt to reduce the potential for property damage and safety hazards caused by storm flooding through complying with or exceeding of minimum FEMA regulations.

Cl.1 The City will actively enforce minimum building standards identified in the Florida Building Code and Land Development Regulations for construction within the 100-year flood plain.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

The proposed change will not significantly alter the City's population. For analysis purposes, it will be assumed that there are 225 occupied mobile homes on the subject property, and that 297 multifamily units will be constructed. Assuming that there are 1.59 persons per mobile home, the population is estimated to be 358 persons; and assuming that there are 1.74 persons per multifamily unit, the buildout population is estimated to be 517 persons. Thus, there is potential estimated population increase of 159 persons.

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The potential number of school age persons will not significantly affect the Pinellas County School District. According to the most recent school district data, there is sufficient capacity. Also, approved residential site plans are shared with the Pinellas County School System.

d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management.

The following analysis indicates that the proposed change will not have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic mass transit, stormwater management and recreation.

WATER

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City's and other member governments' water supply needs. The City's current potable water demand is 28.4 million gallons per day.

The City's adopted level of service (LOS) standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 80 gallons per capita per day. Should the proposed rezoning be approved, there will be no impact on the City's adopted LOS standard.

WASTEWATER

The subject property is served by the Northeast Water Reclamation Facility, which presently has excess average day capacity estimated to be 8.46 million gallons per day (MGD). The estimate is based on a permit capacity of 16 MGD and a calendar year 2017 daily average flow of 7.54 MGD. Therefore, there is excess average daily sanitary sewer capacity to serve the subject property.

SOLID WASTE

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 985,500 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-
Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on current grading and disposal plans.

There is excess solid waste capacity to serve the amendment area.

**TRAFFIC**

As has been described, the 19.8 acre subject property is generally located on the north side of 54th Avenue North, between 4th Street and 1st Street. Fourth Street is under the jurisdiction of FDOT, and classified as a minor arterial roadway, while 1st Street is City-controlled, and classified as a collector roadway south of 52nd Avenue. The 54th Avenue North segment, classified as a minor arterial, is also maintained by the City.

Based on the 2017 Level of Service Report prepared by Forward Pinellas, the surrounding roadway network is currently operating at a LOS C, or better. Due to the size of the anticipated multifamily development (as many as 297 apartments), a site plan will have to be approved by the City’s Development Review Commission (DRC), including an analysis of the traffic.

**Trip Generation Under the Residential Medium Future Land Use Designation**

As previously noted, the applicant’s request does not include an amendment to the Future Land Use Map, a.k.a., Comprehensive Plan, designation. The designation will remain Residential Medium. The traffic impact assessment provided here is a “macro” level of service analysis that is based on the Residential Medium designation.

The vehicle trip generation rate under the Residential Medium land use is approximately 180 p.m. peak hour trips, calculated as follows:

- **Step a.** 96 avg. daily trips per acre of RM land x 19.8 acres = approximately 1,900 avg. daily trips
- **Step b.** 1,900 avg. daily trips x .095 percent = approximately 180 p.m. peak hour trips

(The traffic analysis presented here is based on the applicable trip generation rates from the Countywide Rules, administered by Forward Pinellas.)

The proposed rezoning will not negatively impact the surrounding roadway LOS.

**MASS TRANSIT**

The Citywide LOS for mass transit will not be affected. PSTA provides local transit service along 4th Street (Route 4), with a 15-minute headway. Route 100X provides commuter service to and from downtown Tampa along 4th Street and Gandy Blvd., with connections in the City’s downtown area (southern terminus) and Gateway Mall.

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RECREATION

The City's adopted LOS for recreational acreage, which is 9 acres per 1,000 population, will not be impacted by this proposed rezoning. Under both the existing and proposed zoning, the LOS citywide will remain at 21.9 acres per 1,000 population.

STORMWATER MANAGEMENT

Prior to development of the subject property, site plan approval will be required. At that time, the stormwater management system for the site will be required to meet all city and SWFWMD stormwater management criteria.

e. **Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.**

   The land area is both appropriate and adequate for the anticipated use of the subject property.

f. **The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.**

   Based on information collected from Pinellas Property Appraiser records, there are approximately 168-acres of vacant land in the City designated Residential Medium with NSM-1 zoning.

g. **Whether the proposed change is consistent with the established land use pattern.**

   The requested NSM-1 zoning and anticipated multifamily development is consistent with the established land use pattern.

h. **Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.**

   The existing NMH zoning district boundaries are not illogically drawn in relation to existing conditions.

i. **If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.**

   Not applicable.

j. **Whether the subject property is located within the 100-year floodplain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.**
According to the FEMA Flood Insurance Rate Map (FIRM), the subject property is in the Special Flood Hazard Area (SFHA). Specifically, the property is in SFHA AE-11, which requires that the top of the lowest habitable floor be at or above 11-feet NAVD (North American Vertical Datum). This accounts for the City’s requirement for two additional feet of freeboard. The subject property is also located within the CHHA (Coastal High Hazard Area).

k. **Other pertinent information.** None.
LEGAL DESCRIPTION

PARCEL 1:
Lot 1, Block 1, NORTH ST. PETERSBURG SCOTT 2ND PARTIAL REPLAT, according to the map or plat thereof as recorded in Plat Book 77, page 67, of the public records of Pinellas County, Florida.

PARCEL 2:
Tracts A and B, NORTH ST. PETERSBURG SCOTT PARTIAL REPLAT, according to plat thereof recorded in Plat Book 63, page 93, of the public records of Pinellas County, Florida.

PARCEL 3:
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PARCEL 4:
The East 100 feet, more or less, of Barnard Boulevard and the South 10 feet of the East 60 feet, more or less of the West 200 feet, more or less of vacated Barnard Boulevard, as vacated by Ordinance No. 595-V recorded in Official Records Book 6854, page 913, of the public records of Pinellas County, Florida.

ALL OF THE ABOVE PARCELS BEING ALSO DESCRIBED AS:
BEGIN AT THE SOUTHEAST CORNER OF TRACT A, NORTH ST. PETERSBURG SCOTT PARTIAL REPLAT, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
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THENCE, BEARING SOUTH 74°37'26" EAST, A DISTANCE OF 69.96 FEET TO A POINT;
THENCE, BEARING NORTH 00°07'34" EAST, A DISTANCE OF 52.66 FEET TO A POINT;
THENCE, BEARING NORTH 63°39'49" EAST, A DISTANCE OF 47.34 FEET TO A POINT;
THENCE, BEARING NORTH 07°29'34" EAST, A DISTANCE OF 237.16 FEET TO A POINT;
THENCE, BEARING NORTH 85°19'26" WEST, A DISTANCE OF 161.09 FEET TO A POINT;
THENCE, BEARING NORTH 00°07'34" EAST, A DISTANCE OF 295.96 FEET TO A POINT;
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 50 FEET, THENCE A DISTANCE OF 72.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°11'12" TO A POINT, CHORD BEARS AT SAID POINT NORTH 41°43'10" EAST, A DISTANCE OF 66.38 FEET;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1693 FEET, THENCE A DISTANCE OF 356.38 FEET ALONG THE ARC OF SAID CURVE TO THE UB.
CURVE THROUGH A CENTRAL ANGLE OF 12°03'39" TO A POINT, CHORD BEARS AT SAID POINT NORTH 77°16'57" EAST, A DISTANCE OF 355.72 FEET;
THENCE BEARING NORTH 67°43'43" EAST, A DISTANCE OF 90.00 FEET TO A POINT;
THENCE, BEARING SOUTH 22°52'26" EAST, A DISTANCE OF 301.42 FEET TO A POINT;
THENCE, BEARING SOUTH 21°38'23" EAST, A DISTANCE OF 58.83 FEET TO A POINT;
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 49.64 FEET, THENCE A DISTANCE OF 86.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°46'31" TO A POINT, CHORD BEARS AT SAID POINT SOUTH 71°31'39" EAST, A DISTANCE OF 75.93 FEET;
THENCE, BEARING NORTH 59°03'55" EAST, A DISTANCE OF 87.80 FEET TO A POINT;
THENCE, BEARING NORTH 54°42'04" EAST, A DISTANCE OF 154.45 FEET TO A POINT;
THENCE, BEARING NORTH 61°25'04" EAST, A DISTANCE OF 68.36 FEET TO A POINT;
THENCE, BEARING SOUTH 00°03'04" WEST, A DISTANCE OF 272.69 FEET TO A POINT;
THENCE, BEARING SOUTH 89°56'56" EAST, A DISTANCE OF 159.61 FEET TO A POINT;
THENCE ALONG THE WEST RIGHT OF WAY OF 1ST STREET N, BEARING SOUTH 00°03'04" WEST, A DISTANCE OF 530.03 FEET TO A POINT;
SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 30 FEET, THENCE A DISTANCE OF 47.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°56'30" TO A POINT. CHORD BEARS AT SAID POINT SOUTH 45°04'19" WEST, A DISTANCE OF 42.40 FEET; TO THE POINT OF BEGINNING.

AND

TRACT B, NORTH ST. PETERSBURG SCOTT PARTIAL REPLAT, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
EXISTING ZONING

CITY FILE

ZM-8

From: NMH (Neighborhood Mobile Home) To: NSM-1 (Neighborhood Suburban Multifamily-1)

SCALE: 1" = 233'

SUBJECT AREA
OCCUPANCY STATUS

VENETIAN MOBILE HOME COURT
5475 Third Lane North
St. Petersburg, FL 33703
727-525-9642

November 11, 2018

Mr. Grady Pridgen III
St. Pete 454, LLC
240 4th Street North
St. Petersburg, FL 33701

RE: Occupancy Status at Venetian Mobile Home Court

Dear Mr. Pridgen,

As of this date there are no current mobile home owners residing at Venetian Mobile Home Court.

Should you have any questions please feel free to contact me at 727-213-7180.

Sincerely,

Nick Ferraro, Manager
The following page(s) contain the backup material for Agenda Item: Acknowledging the selection of Transmap Corporation (“A/E”) as the most qualified firm to develop a Pavement Management Systems (PMS); entering into an architect/engineering agreement with A/E for A/E to provide Pavement Condition Survey, a Pavement Management System and Assets for the Pavement Management System Upgrade and Implementation; for an amount not to exceed $285,000 (“A/E Agreement”); and providing an effective date. (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, and 16331).

Please scroll down to view the backup material.
To: The Honorable Council Chair and Members of City Council

Subject: Acknowledging the selection of Transmap Corporation ("A/E") as the most qualified firm to develop a Pavement Management Systems (PMS); entering into an architect/engineering agreement with A/E for A/E to provide Pavement Condition Survey, a Pavement Management System and Assets for the Pavement Management System Upgrade and Implementation; for an amount not to exceed $285,000 ("A/E Agreement"); and providing an effective date. (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, and 16331).

Explanation: On December 19, 2017, the City issued a Request for Qualifications, RFQ No. 6760, Pavement Management System Upgrade & Implementation. On January 30, 2018, the City received six (6) statements of qualifications from the following firms:

1. Cribb Philbeck Weaver Group, Inc.
2. Data Transfer Solutions, LLC
3. IMS Infrastructure Management Services, LLC
5. MC Squared, Inc.
6. Transmap Corporation

Evaluation of the statements of qualifications was conducted by the following staff:

Brejesh Prayman, P.E., ENV SP, Engineering & Capital Improvements Director
Mike Ryle, P.E., Engineering & Capital Improvements Capital Improvements Asst. Director
John Norris, Stormwater Pavement & Traffic Operations Director
John Palenchar, P.E., Water Resources Director
Nicole Allen, CADD/GIS Supervisor

The evaluation committee met on June 22, 2018, and shortlisted the following four (4) firms for interviews:

1. Data Transfer Solutions, LLC
2. IMS Infrastructure Management Services, LLC
4. Transmap Corporation

On July 9, 2018, the evaluation committee heard presentations from each of the shortlisted firms and ranked Transmap Corporation as the top-ranked firm, followed by Kisinger Campo & Associates, Corp. as the second ranked firm, Data Transfer Solutions, LLC as the third ranked firm and IMS Infrastructure Management Services, LLC as the fourth ranked firm. The evaluation committee elected to move forward with negotiations with Transmap Corporation, the top ranked firm.

Transmap Corporation was determined to be the most qualified firm taking into consideration their qualifications and experience, understanding of the project, local knowledge, prior experience with pavement management systems, pavement condition survey experience, and procedures that exceeded minimum American Society for Testing and Materials (ASTM) D6433 standards and the evaluation criterial set forth in RFQ No. 6760.
Recommendation: The Procurement Department, in cooperation with the Engineering and Capital Improvements departments recommends City Council approve the A/E agreement with:

Transmap Corporation

Transmap Corporation is headquartered in Columbus, Ohio with offices in Tampa, employs 17 people locally and has been in business since 1994. They have satisfactorily provided these services for the City of Palm Coast, Florida in the past. The principals of the firm are Howard Luxhoj, president, and Craig Schorling, secretary.

Administration has negotiated an A/E agreement with Transmap Corporation for a not-to-exceed amount of $285,000.00. The term of the agreement will be eight months. Once City Council acknowledges the selection of Transmap Corporation, the City and Transmap Corporation will enter into an A/E agreement for Pavement Management Implementation and Upgrade, and Transmap Corporation will provide the following services:

- Task 1: Project Setup and Administration: Conduct kick-off meetings, manage staff and project administration tasks including filing, status reports, invoicing and presentation to City Council as requested.

- Task 2: Pavement Condition Assessment: This project will complete a comprehensive pavement condition survey of 907 centerline miles of City owned streets through the use of mobile mapping. Pavement condition will be collected and implemented in accordance with American Public Works Association (APWA) policies using ASTM standards (D6433). Transmap Corporation uses the U.S. Army Corps of Engineers Paver Distress Identification Manual as a guideline for pavement inspections. Pavement conditions for each segment will be documented through the use of a digital pavement condition rating form designed to capture the distress type, severity, and quantity directly within the established pavement condition data mode. Through the use of the Laser Crack Measurement System (LCMS) system and Quality Assurance/Quality Control (QA/QC), widths, lengths, and square footage of all surface distress data is obtained.

The following table reflects the distress types that will be collected for this project:

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<thead>
<tr>
<th>Asphalt Pavement Distresses</th>
<th>Concrete Collection</th>
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<tr>
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<tr>
<td>Block Cracking</td>
<td>Linear Cracking</td>
</tr>
<tr>
<td>Patching &amp; Utility Cut Patching</td>
<td>Popouts</td>
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<tr>
<td>Bumps &amp; Sags</td>
<td>Joint Seat Damage</td>
</tr>
<tr>
<td>Depressions</td>
<td>Durability Cracking</td>
</tr>
<tr>
<td>Corrugations</td>
<td>Corner Spalling</td>
</tr>
<tr>
<td>Rutting</td>
<td>Joint Spalling</td>
</tr>
<tr>
<td>Bleeding</td>
<td>Shrinkage Cracks</td>
</tr>
</tbody>
</table>
Transmap will conduct a 20% in-office QA/QC methodology and 10% boots-on-the-ground method, which consists of selecting 20% of all valid samples (samples that are concrete or asphalt), some at random and some using LCMS Crack Intelligence, and verifying sample areas and distresses measured in these samples. After the final QA/QC is complete, the City’s centerline street data and distress data are loaded into MicroPaver to establish a raw Pavement Condition Index (PCI).

- **Task 3: MicroPaver**: Through this agreement, the City will acquire the APWA Certified Software known as “MicroPaver”. This Pavement Management System (PMS) will provide the City with many important capabilities, including:
  - Pavement network inventory
  - Pavement condition rating
  - Development of pavement condition deterioration models
  - Determination of present and future pavement condition
  - Determination of maintenance and repair (M&R) needs and analyzing the consequence of different budget scenarios (Work Planning)
  - Reporting and Mapping

- **Task 4**: During the process of mobile mapping, many valuable above ground assets within the right-of-way are collected and available for extraction. At this time, we have chosen to move forward with linear curb locations, which will include curb type and material. This data will assist Engineers in preliminary design estimates and GIS mapping efforts.

- **Task 5**: LIDAR Post Processing – Post process LIDAR data with known HARN GPS location information.

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**Cost/Funding Information**: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027), Street & Road Improv FY18 Project (16179), and Street & Road Imps FY19 Project (16741), and the Water Resources Capital Projects Fund (4003) ASM Comp HW/SW Repl FY18 Project (16331).

**Attachments**: Technical Evaluation (4 pages)  
Meeting Minutes (3 pages)  
Resolution  
Appendices (16 pages)

**Approvals:**  
[Signature]  
[Signature]  
[Signature]
Technical Evaluation
962-52 Pavement Management System Upgrade & Implementation

Summary Work Statement

The City received six statements of qualifications (SOQs) for RFQ No. 6760 Pavement Management System Upgrade & Implementation. The consultant will provide services to develop a pavement management system (PMS). The SOQs were received from the following:

1. Cribb Philbeck Weaver Group, Inc.
2. Data Transfer Solutions, LLC
3. IMS Infrastructure Management Services, LLC
5. MC Squared, Inc.
6. Transmap Corporation

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

Brezesh Prayman, P.E., ENV SP, Engineering & Capital Improvements Director
Mike Ryle, P.E., Engineering & Capital Improvements Capital Improvements Asst. Director
John Norris, Stormwater Pavement & Traffic Operations Director
John Palenchar, P.E., Water Resources Director
Nicole Allen, CADD/GIS Supervisor

Technical Advisors:
Evan Birk, P.E., Civil Engineer III
Timothy Collins, PSM, Survey Projects Coordinator
Debbie Griffith, GIS Specialist/Programmer II
Mark Laney, Construction Inspection Supervisor
Thomas Rice, Senior Capital Projects Coordinator
Lesley Ward, Systems Development & GIS Manager

Evaluation Criteria

The statements of qualifications were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants

Offerors' Profiles

Below are profiles of the offerors and a summary of the strengths and weaknesses as reported after the initial independent review.

Cribb Philbeck Weaver Group, Inc is headquartered in Tampa, and was incorporated in 2004. The firm has been in business for 14 years and employs 30 people.
Strengths include: Their experienced team and familiarity with ASTM D6433 standards; examples of similar projects; proposed three pavement management systems and field review using boots-on-the-ground approach; and inspection certification with FDOT, Hillsborough and the City of Tampa as an SBE.

Weaknesses include: Lack of GIS professional on staff; proposed use of Google Earth for measurements and industry minimum to inspect only 10% of each road section, lack of detail in their approach.

The statement of qualifications does not meet the City’s requirements.

**Data Transfer Solutions, LLC.** is headquartered in Tampa, and was incorporated in 2006. The firm has been in business for 12 years and employs 75 people.

Strengths include: Their experienced staff that includes four GIS professionals and experience with ASTM D6433 standards; proposed project approach that includes a pilot test of varying road types, use of engineer to rate quality assurance/quality control (QA/QC) and conducting staff interviews and similar relevant project and experience.

Weaknesses include: Lack of specific details for required tasks; use of older technology and their proposed use of analysis on worst lane.

The statement of qualifications meets the City’s requirements

**IMS Infrastructure Management Services, LLC** is headquartered in Rolling Meadows, IL, and was formed in 1985 and incorporated in 2004. The firm has been in business for 14 years and employs 27 people.

Strengths include: Their experienced staff; project approach that shows a strong familiarity with software evaluation of pavement management system development and implementation; good project prioritization with cost analysis; use of engineer to rate QA/QC; similar relevant project examples; proposed use of electronic evaluation and laser road surface tester.

Weaknesses include: Lack of GIS professional on staff; their proposed use of proprietary software and analysis on the worst lane.

The statement of qualifications meets the City’s requirements

**Kisinger Campo & Associates, Corp.** is headquartered in Tampa, and was incorporated in 1976. The firm has been in business for 42 years and employs 89 people locally and 199 people nationally.

Strengths include: Their team experience that includes a GIS professional, local presence and familiarity with ASTM D6433 standards; provided similar relevant projects in the area; proposed project approach that includes a pilot testing and use of alternate methods, with pros and cons for collection for pavement management conditions; many team members are on the Florida pavement preservation council; use of engineer for QA/QC with the LIDAR software for accuracy; and their MBE certification.

Weaknesses include: Their proposed elimination of Task 2, which is the evaluation of proposed software systems; recommendation of their PAVER application which may require an annual contract for the updates; the apparent limited role by the prime consultant while use of subconsultant for the majority of the work; and proposed use of analysis on the worst lane.

The statement of qualifications meets the City’s requirements
MC Squared, Inc. is headquartered in Tampa, and was incorporated in 2002. The firm has been in business for 16 years and employs 38 people.

Strengths include: Their prior experience with the City; use of electronic truck survey equipment; proposed quality assurance/quality control process; provided similar relevant projects; and are a City-certified SBE and State of Florida DBE/WBE firm.

Weaknesses include: Their lack of GIS professional on staff; lack of experience in this type of data Analysis, as similar relevant projects provided were done by a sub-consultant; and proposed management of the project and use of consultants to work on this project.

The statement of qualifications does not meet the City’s requirements

Transmap Corporation is headquartered in Columbus, Ohio, and was incorporated in 1994. The firm has been in business for 24 years and employs 17 people.

Strengths include: Their experienced staff that includes a GIS specialist and APWA certified trainer; familiarity with ASTM D6433 standards, rating and mapping software that is APWA certified; providing training manuals and videos for procedures and use of software; similar relevant projects in Florida; proposed 100% analysis of roadway for pavement condition survey; good explanation of asset collection and quality assurance/quality control process; proposed equipment brought in to show various integration options allowed for LIDAR and dynamic digital terrain modeling; the use of SBE/MBE/WBE; and assistance with presentations to council.

Weaknesses include: Their out of state location.

The statement of qualifications meets the City’s requirements

Shortlisting

The SOQs were initially evaluated solely on the evaluation criteria established in the RFP. Cribbs Philbeck Weaver Group, Inc. and MC Squared, Inc. were removed from further consideration. Data Transfer Solutions, LLC, IMS Infrastructure Management Services, LLC, Kisinger Campo & Associates, Corp. and Transmap Corporation were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Transmap Corporation</td>
</tr>
<tr>
<td>3.</td>
<td>Data Transfer Solutions, LLC</td>
</tr>
<tr>
<td>4.</td>
<td>IMS Infrastructure Management Services, LLC</td>
</tr>
</tbody>
</table>

Recommendation for Award

Transmap Corporation has met the requirements for RFQ No. 6760 and was determined to be the most qualified firm, taking into consideration their years of providing these services and the evaluation criteria set forth in the RFQ.

Transmap Corporation was selected for the following reasons:

- Their significant experience and qualifications for this project
- Their understanding of the requirements for this project
- Their project approach that included 100% analysis of roadway for pavement conditions
- Their proposed model and dynamic data tracking integration options
- Their proposed equipment's ability to map multiple assets with vertical and horizontal adjustments on current datums
- They provided examples that were specific to this project
- Their proposed use of an SBE/DBE/MBE firm

Brejesh Prayman, P.E., Chair

Mike Ryle, P.E., Committee Member

John Palenchar, P.E., Committee Member
**City of St. Petersburg**

**Meeting Minutes**

Procurement and Supply Management

**Title:** RFQ No. 6760 Pavement Management System Upgrade and Implementation

**Meeting Date:** Friday, June 22, 2018

**Time:** 9:00 a.m.

**Place:** Municipal Services Center, One 4th Street North, CR800, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Brejesh Prayman, Mike Ryle, Nicole Allen, John Norris, John Palenchar
Advisory Staff: Mark Laney, Timothy Collins, Lesley Ward, Debbie Griffith, Evan Birk, Karen Dewar, |
| a. Public Comments | Motion by: John Norris to shortlist and invite IMS and Transmap to make presentations and clarify
Seconded by: Nicole Allen
Affirmatives: five (5) |
| b. Florida's Open Meeting Law – FS 286.011 [KD] | Motion by: John Norris to shortlist and invite KCA and DTS to make presentation and clarify
Seconded by: Mike Ryle
Affirmative: five (5) |
| c. Prohibited Communication - AP #050100 [KD] | Motion by: Mike Ryle to remove Cribbs and MC Squared from further considerations.
Seconded by: Nicole Allen
Affirmatives: five (5) |
| d. Identify Chairperson (Brejesh Prayman) | |
| 2. Evaluations of Statements of Qualifications (Strengths and Weaknesses) – Brejesh Prayman | |
| a. Cribb Philbeck Weaver Group, Inc. | |
| b. Data Transfer Solutions, LLC | |
| c. IMS Infrastructure Management Services, LLC | |
| d. Kisinger Campo & Associates, Corp. | |
| e. MC Squared, Inc | |
| f. Transmap Corporation | |
| 3. Short list of SOQs | |

Rev (6/16)
4. Clarifications/Questions

Action: Karen and Brejesh to compile questions to be included in invitations to the four firms.

Meeting adjourned at 10:15 a.m.

5. Adjournment
City of St. Petersburg  
Meeting Minutes  
Procurement and Supply Management

Title: RFQ No. 6760: Pavement Management System Upgrade and Implementation  
Meeting Date: Monday, July 9, 2018  
Time: 1:00 p.m.  
Place: Water Resources Administration Building, 1650 3rd Avenue North, Training Room, St. Petersburg 33713

<table>
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Advocacy Staff: Mark Laney, Timothy Collins, Lesley Ward, Debbie Griffith, Evan Birk, Karen Dewar |
| a. Public Comments | |
| b. Florida's Open Meeting Law – FS 286.011 [KD] | Motion by: John Norris to rank Transmap #1; Kisinger Campo #2; Data Transfer #3 and IMS Infrastructure #4 |
| c. Prohibited Communication - AP #050100 [KD] | Seconded by: Mike Ryle |
| 2. Evaluations of Statements of Qualifications – Presentations/Interviews (Strengths and Weaknesses) – Brejesh Prayman, Chair | Affirmatives: four (4) |
| a. Data Transfer Solution, LLC | Action: Karen to notify firms of ranking. |
| b. IMS Infrastructure Management Services, LLC | |
| c. Kisinger Campo & Associates, Corp. | |
| d. Transmap Corporation | |
| 3. Ranking of SOQs | |
| 4. Clarifications/Questions | |
| 5. Dissolution of committee | Committee dissolved at 1:28 p.m. |
APPENDIX A - SCOPE OF SERVICES
PAVEMENT MANAGEMENT SYSTEM UPGRADE AND IMPLEMENTATION
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18013-110
11/7/18

GENERAL DESCRIPTION

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

The following tasks set forth in this Scope of Services and the services, activities, responsibilities, and Deliverables that will be performed or provided by A/E in accordance with the Agreement are as follows:

TASK 1   PROJECT SETUP AND ADMINISTRATION

1.1 PROJECT SET-UP

The A/E's project manager shall set-up the accounting system and filing system for the project. In addition, the project manager shall prepare a summary safety plan, management plan, communication plan, submittal plan and risk plan for the project. A/E will provide a detailed schedule with all substantial milestone dates based on the approved notice to proceed.

1.2 EXTERNAL KICK-OFF MEETING

The A/E shall attend and chair a project kickoff meeting with CITY staff to introduce the project team members and their roles and responsibilities. During the meeting the team will discuss the overall project, project plans, CITY goals, preliminary design criteria, scope, schedule and budget. In preparation for the meeting the A/E firm will prepare an agenda and provide copies of all the pertinent project documents to all attendees. At the completion of the meeting, the A/E will prepare meeting minutes to document the key meeting items and distribute a PDF to all attendees.

1.3 PROJECT COORDINATION MEETINGS

During the project, the A/E team will hold brief internal bi-weekly coordination meetings to discuss the status of the project activities, identify potential issues and review the scope, upcoming milestones and budget status.

1.4 PROJECT ADMINISTRATION

Project administration shall include keeping organized files, consulting with the CITY at appropriate intervals, preparation and submittal of invoices and status reports on four-week intervals. In addition, if requested, the A/E shall meet and present to the CITY Council on the project status. This presentation shall be provided to the CITY at no additional cost.
2.1 ON-SIGHT MOBILE MAPPING
Transmap will perform a centerline review of the City’s GIS centerline file that will be provided by the City prior to any data collection.

Transmap will drive all roads identified in the project area using our mapping vehicle. The vehicle has a Panoramic imaging system. Along with the image system, the Transmap vehicle will also be using the Laser Crack Measurement System (LCMS) to capture pavement data on every road in the project area. The LCMS continuously captures detailed surface conditions while in motion. The vehicle is also equipped with ground-based LiDAR. The point cloud LiDAR laser gives real-time positioning of assets within the roadways. Point cloud data is useful for measuring heights, offsets and intensity values of assets. The vehicle has a robust GPS/INS solution that has dramatically improved accuracy and efficiency.

Transmap will drive our vehicle along every road identified in the centerline GIS file provided by the City. The image database will be collected for each roadway specified by the City in both directions (one-way streets and alleys excluded), enabling a full 360-degree view of each roadway in the network. The vehicle will make multiple passes on roads that have 3 or more travel lanes in one direction.

Transmap will QC the images obtained by the mapping vehicle to ensure that they are satisfactory and to meet the objective of the right-of-way asset and pavement inventory project. To ensure the highest quality images, image capture activities will not be performed during low-light or adverse weather conditions.

The specified route network will be compared against that of which has been imaged to ensure that no route segments have been overlooked. Missing route segments will be re-driven. Route segments may not be imaged when they are not accessible due to construction, temporary or permanent closures, or they may not exist as indicated in the supplied base data sets (i.e. – paper streets).

2.2 ADVANCED INSPECTIONS
Transmap’s ON-SIGHT vehicle is equipped with the newest Laser Crack Measurement System (LCMS), which uses laser line projectors, high speed cameras, and advanced optics to acquire high resolution 2D and 3D profiles of the road. The LCMS captures surface conditions up to a 4m (13.1 foot) width and is broken up in 10m lengths. Transmap will drive all through lanes in both directions for a complete view of all surface distresses and will deliver a complete Crack Map of surface distress data. A Crack Map shows the cracking of a road over a .jpeg image. Transmap’s Crack Map images can be viewed in the City’s GIS as a MrSID layer.

2.3 NETWORK SETUP AND REVIEW
Transmap will create the unique network that is required for the pavement management system (MicroPAVER). This process defines the road network as a pavement network. From the basemap, Transmap will create the network, branches, sections, and samples that will be used as the foundation for the Pavement Management System. During this task, Transmap will integrate any pertinent centerline data that the City might want in MicroPAVER.

2.4 ASTM D6433 PAVEMENT INSPECTION
Transmap works closely with APWA to ensure pavement data is collected and implemented using ASTM standards (D6433). Transmap uses the US Army Corps of Engineers Paver Distress Identification Manual as a guideline for pavement inspections. Pavement conditions for each segment will be documented through the use of a digital pavement condition rating form designed to capture the distress type, severity, and quantity directly within the established pavement condition data mode. Through the use of our new LCMS system and our walkout QA/QC, Transmap can measure widths, lengths, and square footage of all surface distress data.

Transmap will collect distress information along all project miles of asphalt/concrete roadway. Surface distress types will be captured and interpreted from the LCMS system for designated centerline miles of roadway driven by the Transmap vehicle.

The following table reflects the distress types that Transmap will collect for the project:

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</tr>
<tr>
<td>Bleeding</td>
<td>Shrinkage Cracks</td>
</tr>
</tbody>
</table>

Pavement Distress Data QA/QC
Transmap has a 20% QA/QC methodology set up in the office and a 10% method set up for boots-on-the-ground. The in-office QA/QC consists of selecting 20% of all valid samples (samples that are concrete or asphalt), some at random and some using LCMS Crack Intelligence, and verifying sample areas and distresses measured in these samples. The verification in the office is done with our internal software by a manager.

The field QA/QC “boots-on-the-ground” occurs after all of the pavement network and samples are loaded into MicroPAVER to produce a PCI value for each segment. The purpose of field QA/QC is to verify that the distresses measured via images in the office align with what actually exists in the pavement. Transmap will select random samples to verify, while also focusing on roads that exhibit notable deviations from segment to segment. After the field QA/QC, Transmap updates the samples with any changes found in the field and re-loads MicroPAVER to produce the final PCI values for each roadway segment. Transmap follows ASTM D6433 methods of measuring distress data. Both the office and field QA/QC are designed to check for any inconsistencies with the analyzed samples.

2.5 GIS INTEGRATION / WORK HISTORY
After the final PCI data is created, Transmap will integrate the PCI data with the City’s centerline file. Transmap will perform standard work history updates from the supplied GIS data from the City into MicroPAVER. Level of effort is based on the amount of data that the City gives to Transmap and the format that the data is in.

2.6 MICROPAYER LOAD
Transmap has written scripts for automated loading of the City’s centerline file and distress data into MicroPAVER. Transmap loads MicroPAVER twice during the project. Once the initial pavement analysis is complete, Transmap will run results through MicroPAVER to establish a raw Pavement Condition Index (PCI). Transmap can deliver the raw PCI values but does not recommend using these results for final budgets. After the initial load, Transmap will perform our field verification walkout. After the walkout, distress data may be updated and re-run through MicroPAVER to establish a final PCI for delivery. The second time will be after the walkout is completed.

2.7 PAVEMENT MANAGEMENT PRACTICE DEFINITION (BOOT CAMP)
The Boot Camp is customized for every client and is designed as a fact-finding meeting on-site with the client. The Boot Camp gives the client and Transmap an understanding about which pavement reports the client needs and which legacy data Transmap needs to collect to achieve these reports.

Transmap has successfully managed Boot Camps for many customers. This process is considered necessary in establishing a proper PMS project from the beginning. During the Boot Camp, we will review any current maintenance and rehabilitation (M&R) practices that the City is using. The main focus will be to gather information on M&R practices and pricing. Transmap will suggest some preventive treatments that might best fit the project area and will use this information to gather regional cost data for the alternative methods of pavement practices. The Boot Camp will be the foundation for the reporting task.
The following list represents examples of which information Transmap will discuss in the Boot Camp:

- **Functional class** - The class or group of roads that the road belongs to. MicroPAVER uses the following classes: Principal, Arterial, Collector, Industrial, Residential, Primary, Secondary, and Tertiary
- **Traffic count data**
- **Budgets** - Current pavement rehabilitation budgets
- **Material costs** - Typical cost of materials for rehabilitation
- **M&R practices** - Types of rehabilitation or reconstruction practices the City is performing. Some examples are: Microsurfacing, Cape Seals, Slurry Seals, Hot-In-Place Recycling, etc.
- **ArcGIS Online site** - Transmap media site. Transmap will host the geodatabase data in the cloud. The site is created to assist in the tracking of the project deliverables.
- **Construction dates** - Approximate or actual major M&R dates per roadway segment
- **Family grouping** - Information on how the City wants roads to be grouped in order to have the correct deterioration model for each family

Transmap will provide the City with a turn-key MicroPAVER solution. From the information provided in the Boot Camp, we will populate PAVER with the proper costs, so the City can run their own M&R scenarios.

### 2.8 PAVEMENT REPORTING

Reports should not only be words on paper but large maps with multiple colors that depict different budget scenarios. It is this style that has supported many Transmap customers when requesting budgets that can achieve the standard level of M&R required by their constituents.

Transmap will have an understanding of which reports the City needs from the Boot Camp. Transmap will need information on maintenance and rehabilitation activities. This information, along with construction dates, will be loaded into MicroPAVER to help produce candidate maps that will predict what future PCI results will look like in a “do nothing” scenario. These reports will allow the City to see how creating logical candidate lists and maps will help in evaluating treatments based on PCI and deterioration models instead of windshield studies or resident phone calls.

Transmap has the ability to link the MicroPAVER data to the digital centerline file to produce maps of various maintenance scenarios. For example, PCI maps can be broken out based on roadway classification to evaluate how traffic count affects PCI value. Once all maintenance practices and costs have been determined, Transmap can start building reports over time based on how long certain treatments extend the life of the pavement. Transmap prefers to have different reporting styles and will not simply produce standard text reports. All reporting data will be integrated to the centerline file to produce plots for the City review. Standard delivery for reporting is listed below:

- Overall project report (summary of findings)
- Branch condition report
- Section condition report
- Distress report
- PCI maps
- Rutting maps
- Crack Intel maps
Appendix A – Scope of Services

PAVEMENT MANAGEMENT SYSTEM UPGRADE AND IMPLEMENTATION
City of St. Petersburg Project No. 18013-110

- M&R recommended 5-year work plan (based on current budget and recommended budget)
- Recommended treatments for each segment
- Maps and spreadsheets of 5-year work plan

2.9 PROJECT MANAGEMENT
Transmap will create project management reports, project milestones, project goals and keep the City informed on the progress of the project. Transmap will provide monthly status reports and maps. Most project management will be done remotely except for the kick-off meeting. Transmap will utilize the web, email and voice for most project management tasks. The project manager is also responsible for the allocation of staff for a timely completion of the project. The project manager reports to the account manager and project principal on the status of the project.

TASK 3 MICRIOPAVER

3.1 ON-SITE TRAINING
Transmap will provide up to 3 employees with a 2-day, on-site training of MicroPAVER 1. This training will cover the basic MicroPAVER functions of the advanced reporting solutions within MicroPAVER. The training will be performed on the City's actual data that is collected during the project. MicroPAVER 1 training will occur after the project data has been loaded into MicroPAVER.

The City will supply a computer for each trainee and the room where the training will take place. Transmap will install temporary MicroPAVER licenses on each computer. The class will cover:

1. Overview of PAVER - Selection tools and drop downs
2. Inventory - Network, surface type, user defined fields
3. Work Tracking - History, construction dates
4. PCI Field Inspection/Data Entry
5. Standard Paver Reports
6. Prediction Modeling
7. Condition Analysis
8. System Tables
9. Work Planning

3.2 MICRIOPAVER SOFTWARE
Transmap will purchase one MicroPAVER software license for the City from APWA. The license will be in the name of the City. The license comes with two desktop installations and a year of support from APWA. Transmap will purchase the newest version of MicroPAVER available at the time of purchase.
Appendix A – Scope of Services
PAVEMENT MANAGEMENT SYSTEM UPGRADE AND IMPLEMENTATION
City of St. Petersburg Project No. 18013-110

TASK 4 ASSETS (Engineering & Capital Improvements)
The following table represents the point and linear assets requested by the City that will be collected on the roads within the project area, using our ON-SIGHT imagery and ground-based LiDAR. The assets will be based on XY coordinates and will be delivered in an Esri geodatabase, XY coordinates will be in State Plane Coordinate System. Standard attribute data will be collected for each asset. Linear assets are measured by a 'Start' and 'Stop' XY coordinate where the actual asset starts and stops.

<table>
<thead>
<tr>
<th>Asset</th>
<th>Attributes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linear Asset - Curbs</td>
<td>Street name, unique ID, unique ID (street centerline), type, material</td>
</tr>
</tbody>
</table>

4.1 GIS INTEGRATION
Transmap will ensure that all collected asset attribute data is formatted in an Esri geodatabase. The attribute data will have the intelligent information that is currently on the City’s GIS centerline file (street name).

4.2 PROJECT MANAGEMENT
Transmap will create project management reports, project milestones, project goals and keep the City informed on the progress of the project. Transmap will provide monthly status reports and maps. Most project management will be done remotely except for the kick-off meeting. Transmap will utilize the web, email and voice for most project management tasks. The project manager is also responsible for the allocation of staff for a timely completion of the project. The project manager reports to the account manager and project principal on the status of the project.

TASK 5 LiDAR Post Processing
Transmap will post process the Roadway Laser Scan (LiDAR) data that was collected on all roads in the project area. The LiDAR will be post processed with known HARN GPS location data and will be delivered as a standard LAS file that can be loaded into AutoCad or Esri products.

ALLOWANCE FOR ADDITIONAL SERVICES
The A/E shall perform additional services related to this Project upon prior written authorization by the CITY based on a scope and fee mutually agreed upon by the City and A/E in writing.

DELIVERABLES
Task 1 – Project Setup and Administration
- Detailed project schedule
- External Kick-off meeting agenda, sign-in sheet and minutes
Task 2 – Pavement Condition Assessment

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 - ON-SIGHT Mobile Mapping</td>
<td>Transmap will deliver the van image, which is a geodatabase of the vehicle path with an image link, to the Transmap media site. A drive-coded geodatabase of the centerline file is also included. Transmap will deliver all images data on an internal SATA hard drive. A download cable (USB to SATA) can be provided.</td>
</tr>
<tr>
<td>2.2 - Advanced Inspections</td>
<td>The data acquired from the LCMS will be processed loaded into MicroPAVER. The following maps will be delivered to the City: Rut Maps, Crack Intel maps. The City will also receive a Crack Intel Report. Transmap will deliver MrSID files of the crack images.</td>
</tr>
<tr>
<td>2.3 - Network Setup and Review</td>
<td>Transmap will deliver a pavement centerline with the network information as attributes. This data will also reside in MicroPAVER.</td>
</tr>
<tr>
<td>2.4 - Pavement Inspections</td>
<td>Distress data will be part of the distress report that is part of the reporting task. All inspections will be loaded into MicroPAVER.</td>
</tr>
<tr>
<td>2.5 - GIS Integration</td>
<td>Pavement centerline will be delivered with network and PCI values. Historic data will be loaded into MicroPAVER. All geodatabase and imagery data will be delivered in NAD 1983 HARN State Plane Florida West FIPS 0902 Feet coordinate system.</td>
</tr>
<tr>
<td>2.6 - MicroPAVER Load</td>
<td>Transmap will deliver a complete .e7x export file from MicroPAVER.</td>
</tr>
<tr>
<td>2.7 - Pavement Management Practice Definition (Boot Camp)</td>
<td>Transmap will be on-site at the City for the boot camp. We will prepare an agenda and a meeting recap will be delivered to the City.</td>
</tr>
<tr>
<td>2.8 - Reporting</td>
<td>Transmap will post all reporting in the cloud so the City can review. After the City review, Transmap will print the official report and supporting maps for delivery.</td>
</tr>
<tr>
<td>2.9 - Project Management</td>
<td>Transmap will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.</td>
</tr>
</tbody>
</table>

Task 3 MicroPAVER

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 – On-Site Training</td>
<td>Transmap will supply 3 temporary MicroPAVER licenses for training purposes. Transmap will also supply each person with a printed training manual.</td>
</tr>
</tbody>
</table>
Appendix A – Scope of Services  
PAVEMENT MANAGEMENT SYSTEM UPGRADE AND IMPLEMENTATION  
City of St. Petersburg Project No. 18013-110

3.2 — MicroPAVER Software  
Transmap will purchase one copy of the newest version of MicroPAVER at the time of purchase. The license will be in the City’s name and will be a download. The license comes with 2 installations.

Task 4 ASSETS (Engineering & Capital Improvements)

<table>
<thead>
<tr>
<th>4.0 - Curbs</th>
<th>Standard geodatabase delivery will be delivered in NAD 1983 HARN State Plane Florida West FIPS 0902 Feet coordinate system.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 - GIS Integration</td>
<td>Transmap will link all curb data to the City centerline (unique ID and road name)</td>
</tr>
<tr>
<td>4.2 - Project Management</td>
<td>Transmap will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.</td>
</tr>
</tbody>
</table>

Task 5 LiDAR Post Processing

| 5.0 - LiDAR | LAS file will be delivered in NAD 1983 HARN State Plane Florida West FIPS 0902 Meter coordinate system. Height will be ellipsoidal meter. All LAS files will be on USB3 media. |

PROJECT TEAM

The project team includes the following consultants:

Subconsultants:

A.D.A. Engineering, Inc.
2023 1st Avenue North
St. Petersburg, FL 33713

— End of Scope —
# Task List Pavement Condition Survey (Roads & Alleys)

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)</td>
<td>Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with new Ladybug5 Ultra HD solution. Ground-based LiDAR (100% roadway coverage)</td>
</tr>
<tr>
<td>2.2</td>
<td>Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)</td>
<td>Transmap uses an ASTM compliant E950 profilometer. Delivery of Crack Map orthophotography and City-wide rutting (All Through Lanes)</td>
</tr>
<tr>
<td>2.3</td>
<td>Network Setup and Review (units = hours)</td>
<td>Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER</td>
</tr>
<tr>
<td>2.4</td>
<td>ASTM D6433 Compliant Network Level Pavement Condition Index (PCI) Rating - (units = management sections)</td>
<td>Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)</td>
</tr>
<tr>
<td>2.5</td>
<td>GIS Integration - Limited Work History (units = hours)</td>
<td>Transmap will link all PCI data to the City's centerline file. - Transmap performs work history updates in MicroPAVER for all of our clients. - Our team has been trained by the official APWA MicroPAVER trainer. - If any other GIS work is needed to be done, the hours can be purchased.</td>
</tr>
<tr>
<td>2.6</td>
<td>MicroPAVER Load (units = lump sum)</td>
<td>Formatting distress data and centerline file for mass load into MicroPAVER using scripts</td>
</tr>
<tr>
<td>2.7</td>
<td>Pavement Management Practice Definition &quot;Boot Camp&quot; (price is lump sum)</td>
<td>Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans</td>
</tr>
<tr>
<td>2.8</td>
<td>Reporting (units = hours)</td>
<td>Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&amp;R activity - Final pavement plan presented to council pavement performance curve included</td>
</tr>
<tr>
<td>2.9</td>
<td>Transmap Project Management (units = hours)</td>
<td>Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kickoff meeting - Includes council presentation</td>
</tr>
<tr>
<td>3.1</td>
<td>On-Site MicroPAVER I Training (units = days) Expenses not included</td>
<td>Transmap will provide MicroPAVER I Training - This is a 2-day class that goes over every phase of MicroPAVER work flow.</td>
</tr>
</tbody>
</table>
Appendix A – Scope of Services
PAVEMENT MANAGEMENT SYSTEM UPGRADE AND IMPLEMENTATION
City of St. Petersburg Project No. 18013-110

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2</td>
<td>MicroPAVER Software (units = software)</td>
<td>Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations and first year of support from APWA.</td>
</tr>
</tbody>
</table>

**Task List Roadway Curbs (Engineering & Capital Improvements)**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.0</td>
<td>Curbs (units = centerline miles) Rates based on standard attributes</td>
<td>Standard attributes include; street name, unique ID, unique ID (street centerline), type, material</td>
</tr>
<tr>
<td>4.1</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected assets to the City centerline unique ID and road name.</td>
</tr>
<tr>
<td>4.2</td>
<td>Project Management (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
</tr>
</tbody>
</table>
**Transmap Corporation**  
City of St. Petersburg, FL  
Pavement Management System Upgrade and Implementation (Engineering & Capital Improvements)  
Project No. 18013-110

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>ON-SIGHT™ Raw Data Collection (includes LiDAR (units = centerline miles) Roads</td>
<td>Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution. Ground-based LiDAR (100% roadway coverage)</td>
<td>970</td>
<td>$108.99</td>
<td>$105,720.30</td>
</tr>
<tr>
<td>2.2</td>
<td>Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)</td>
<td>Transmap uses an ASTM compliant E950 profilometer. Delivery of Crack Map Orthophotography and City-wide Rutting (All Through Lanes), Cross Slope and Running Slope</td>
<td>1</td>
<td>$11,696.00</td>
<td>$11,696.00</td>
</tr>
<tr>
<td>2.3</td>
<td>Network Setup and Review (units = hours)</td>
<td>Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER.</td>
<td>18</td>
<td>$109.00</td>
<td>$1,962.00</td>
</tr>
<tr>
<td>2.4</td>
<td>ASTM D6433 Compliant Network Level Pavement Condition Index (PCI) Rating - (units = management sections)</td>
<td>Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)</td>
<td>16,641</td>
<td>$6.47</td>
<td>$107,667.27</td>
</tr>
<tr>
<td>2.5</td>
<td>GIS Integration - Limited Work History (units = hours)</td>
<td>Transmap will link all PCI data to the City's centerline file. - Transmap performs work history updates in MicroPAVER for all of our clients. - Our team has been trained by the official APWA MicroPAVER trainer. - If any other GIS work is needed to be done, the hours can be purchased.</td>
<td>36</td>
<td>$105.00</td>
<td>$3,924.00</td>
</tr>
<tr>
<td>2.6</td>
<td>MicroPAVER Load (units = lump sum)</td>
<td>Formatting distress data and centerline file for mass load into MicroPAVER using scripts</td>
<td>1</td>
<td>$2,250.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>2.7</td>
<td>Pavement Management Practice Definition &quot;Boot Camp&quot; (price is lump sum)</td>
<td>Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans</td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>2.8</td>
<td>Reporting (units = hours)</td>
<td>Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&amp;R activity - Final pavement plan presented to council pavement performance curve included</td>
<td>44</td>
<td>$137.00</td>
<td>$6,028.00</td>
</tr>
<tr>
<td>2.9</td>
<td>Transmap Project Management (units = hours)</td>
<td>Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kickoff meeting - Includes council presentation</td>
<td>184</td>
<td>$109.00</td>
<td>$20,056.00</td>
</tr>
<tr>
<td>3.1</td>
<td>On-Site MicroPAVER I Training (units = days) Expenses not included</td>
<td>Transmap will provide MicroPAVER I Training - This is a 2-day class that goes over every phase of MicroPAVER work flow.</td>
<td>2</td>
<td>$3,200.00</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>3.2</td>
<td>MicroPAVER Software (units = software)</td>
<td>Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations and first year of support from APWA.</td>
<td>1</td>
<td>$995.00</td>
<td>$995.00</td>
</tr>
</tbody>
</table>

Subtotal $270,198.57  
Milage discount -$26,000.00  
Total $244,198.57
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.0</td>
<td>Curbs (units = centerline miles)</td>
<td>Standard attributes include; street name, unique ID, unique ID (street centerline), type, material</td>
<td>970</td>
<td>$34.50</td>
<td>$33,465.00</td>
</tr>
<tr>
<td>4.1</td>
<td>GIS Integration (units = hours)</td>
<td>Transmap will link all collected assets to the City centerline unique ID and road name.</td>
<td>18</td>
<td>$109.00</td>
<td>$1,952.00</td>
</tr>
<tr>
<td>4.2</td>
<td>Project Management (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
<td>39</td>
<td>$109.00</td>
<td>$4,231.00</td>
</tr>
</tbody>
</table>

Subtotal $39,678.00
5% discount if approved within 12 months of starting project $1,983.90

Total $37,694.10
Transmap will collect LiDAR data on every road in the project area. The LiDAR data will be post processed with known HARN GPS location data to ensure that the City is getting the best possible solution. Transmap will deliver the roadway LiDAR file as an LAS file that can be loaded into AutoCad or Esri products.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.0</td>
<td>LiDAR Processing (units = lump sum)</td>
<td>Transmap will post process the collected LiDAR roadway data into LAS files that can be brought into AutoCad or ArcGIS.</td>
<td>1</td>
<td>$20,685.00</td>
<td>$20,685.00</td>
</tr>
</tbody>
</table>

Subtotal: $20,685.00
Millage Discount: -$20,685.00
Total: $0.00
### Transmap Corporation Approximate Month Schedule

#### Pavement Management System Upgrade and Implementation (Project No. 18013-110)

**Appendix C**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>M1</th>
<th>M2</th>
<th>M3</th>
<th>M4</th>
<th>M5</th>
<th>M6</th>
<th>M7</th>
<th>M8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 - Project Kick-off Meeting</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>City Staff Needed - Kick-off Meeting</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Task 2 - Mobilization</td>
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</tr>
<tr>
<td>Task 3 - ON-SIGHT Raw Data Collection</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Task 4 - Advanced Inspections (Post Processing)</td>
<td></td>
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<tr>
<td>Task 5 - Network Level ASTM Inspection</td>
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<td></td>
</tr>
<tr>
<td>Task 6 - MicroPAVER QA/QC</td>
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<td>Task 7 - Walkout Inspection QA/QC</td>
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<td>Task 8 - GIS Integration</td>
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<td>Task 9 - Final MicroPAVER Load - Delivery PCI load</td>
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<td>Task 10 - PCI Results Delivered</td>
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<td>Task 11 - Pavement Management Boot Camp</td>
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<td><strong>City Staff Needed - Boot Camp</strong></td>
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<td>Task 12 - Pavement Reporting</td>
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<td>Task 13 - Draft Pavement Reporting Delivered</td>
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<td><strong>City Staff Review Needed - Draft Reporting</strong></td>
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<td>Task 14 - Final Pavement Reporting Delivered</td>
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<td>Task 15 - Asset Curb Extraction</td>
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<td>Task 16 - Curb GIS Integration</td>
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<td>Task 17 - Curb QA/QC</td>
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<td>Task 18 - LiDAR Processing</td>
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<td>Task 19 - Transmap Project Management (on-going during project)</td>
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*Project will start once notice to proceed is given to Transmap and vehicle is mobilized to the City of St. Petersburg.*

Project timeline is subject to change based on the following factors: City staff availability for meetings, data requested by Transmap to the City, weather (can not drive on wet roads)

**BOLD text represents critical paths that the City needs to be involved in.**
RESOLUTION NO. 2018-__

A RESOLUTION ACKNOWLEDGING THE SELECTION OF TRANSMAP CORPORATION ("TRANSMAP") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A PAVEMENT MANAGEMENT SYSTEM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH TRANSMAP FOR TRANSMAP TO PROVIDE A PAVEMENT CONDITION ASSESSMENT, ASSISTANCE WITH IMPLEMENTATION OF MICROPaver AND OTHER SERVICES FOR THE PAVEMENT MANAGEMENT SYSTEM UPGRADE IMPLEMENTATION PROJECT IN AN AMOUNT NOT TO EXCEED $285,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 6760 dated December 19, 2017 for the Pavement Management System Upgrade and Implementation Project; and

WHEREAS, the City received six (6) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Brejesh Prayman, Mike Ryle, John Norris, John Palenchar, and Nichole Allen) met on June 22, 2018 to discuss the SOQs, shortlisted to four (4) firms, and motioned to hear presentations and conduct interviews on July 9, 2018 with shortlisted firms; and

WHEREAS, on July 9, 2018, the four shortlisted firms 1) Data Transfer Solutions, LLC ("Data Transfer Solutions"); 2) IMS Infrastructure Management Services, LLC ("IMS"); 3) Kisinger Campo & Associates, Corp. ("Kisinger Campo"); and 4) Transmap Corporation ("Transmap") made presentations to the selection committee; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the four (4) shortlisted firms, the selection committee met on July 9, 2018 and ranked Transmap as the most qualified firm to provide professional services for the development of a Pavement Maintenance System followed by Kisinger Campo, Data Transfer Solutions and IMS; and

WHEREAS, Administration recommends City Council acknowledge the selection of Transmap as the most qualified firm to provide professional services for the development of a Pavement Maintenance System and authorize the Mayor or his designee to execute an architect/engineering agreement ("Agreement") with Transmap for Transmap to provide a Pavement Condition Assessment Upgrade Implementation Project in an amount not to exceed $285,000.
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Transmap Corporation ("Transmap") as the most qualified firm to provide professional services for the development of a Pavement Management System is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute an architect/engineering agreement with Transmap for Transmap to provide a pavement condition assessment, assistance with implementation of MicroPaver and other services for the Pavement Management System Upgrade Implementation Project in an amount not to exceed $285,000.

This resolution shall become effective immediately upon its adoption.

Approved by:

\[Signature\]

Legal Department

By: (City Attorney or Designee)

00415546
The following page(s) contain the backup material for Agenda Item: A Resolution approving the Fifth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida (City), and Ajax Building Corporation dated August 21, 2015, as amended, to add a new Article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e. Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the roofing system; approving an agreement with Sutter Roofing Company of Florida (Sutter) to memorialize Sutter's obligations; authorizing the Mayor or his designee to execute the (I) Fifth Amendment, (II) the agreement with Sutter (III) the preventative roof maintenance service agreement between Sutter and the City, and (IV) Soprema, Inc. Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1); authorizing the City Attorneys office to make non-substantive changes to the above referenced documents.

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Report

Meeting of January 3, 2019

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A Resolution approving the Fifth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida ("City"), and Ajax Building Corporation dated August 21, 2015, as amended, to add a new Article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e. Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the roofing system; approving an agreement with Sutter Roofing Company of Florida ("Sutter") to memorialize Sutter’s obligations; authorizing the Mayor or his designee to execute the (I) Fifth Amendment, (II) the agreement with Sutter (III) the preventative roof maintenance service agreement between Sutter and the City, and (IV) Soprema, Inc. Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1); authorizing the City Attorney’s office to make non-substantive changes to the above referenced documents; and providing an effective date. (ECID Project No. 11234-018)

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 the Second Amendment to the CMAR Agreement, as amended, incorporating the Final Guaranteed Maximum Price for the complete work into the Contract.

On June 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.

On November 15, 2018, City Council approved the Fourth Amendment to the CMAR Agreement increasing the Owner’s Contingency in the amount of $250,000.

On August 10, 2018, City staff were made aware that an issue had developed on the roof of the administrative wing of the facility allowing water to penetrate the building while in construction. Ajax, their roofing subcontractor, the project design team and the roofing manufacturer determined that the cause of the water penetration was due to the detachment of the perimeter flashing of the lower roof membrane caused by shrinkage in the lightweight insulating concrete. Bulk moisture became absorbed and trapped within the lightweight insulating concrete due to continual rain events and the inability for the roof system to properly dry out. With the assistance of the city’s certified forensic roofing consultant, details and
procedures have been developed that provide assurance that the lightweight insulating concrete could be safely and permanently dried such that it would perform as intended, that the perimeter flashing could be reattached to the parapet walls, and the finished roofing system could be applied as specified and required for a complete watertight system. To further their commitment to correct this construction issue, Ajax has committed to obtaining the following:

i. a fifteen (15) year warranty for the Roofing System by the roof installer, Sutter Roofing (extending the warranty period from 1 year);
ii. a preventative roof maintenance and service agreement for the Roofing System for a term of twenty (20) years from Sutter Roofing at no costs to the City;
iii. a five (5) year warranty and maintenance bond from the surety company to cover the performance of Sutter Roofing;
iv. a twenty-five (25) year platinum No Dollar Limit ("NDL") Roofing Warranty from Soprema, the roofing manufacturer (extending the warranty period from 15 years); and
v. a Wind Rider from Soprema increasing the warranted wind speed to 120 mph.

RECOMMENDATION: Administration recommends City Council approve the Fifth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida ("City"), and Ajax Building Corporation dated August 21, 2015, as amended, to add a new Article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e. Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the roofing system; approving an agreement with Sutter Roofing Company of Florida ("Sutter") to memorialize Sutter’s obligations; authorizing the Mayor or his designee to execute the (I) Fifth Amendment, (II) the agreement with Sutter (III) the preventative roof maintenance service agreement between Sutter and the City, and (IV) Soprema, Inc. Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1); authorizing the City Attorney’s office to make non-substantive changes to the above referenced documents; and providing an effective date.

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
Fifth Amendment
Sutter Agreement

APPROVALS: [Signature]
[Signature]
Administrative
Budget
RESOLUTION NO. 2019-_______

A RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"), AND AJAX BUILDING CORPORATION DATED AUGUST 21, 2015, AS AMENDED, TO ADD A NEW ARTICLE 12 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND THE CONSTRUCTION MANAGER (I.E., DOCUMENT A133-2009) PROVIDING FOR A SPECIAL EXTENDED WARRANTY, WARRANTY AND MAINTENANCE BOND, AND MAINTENANCE OBLIGATIONS FOR THE ROOFING SYSTEM; APPROVING AN AGREEMENT WITH SUTTER ROOFING COMPANY OF FLORIDA ("SUTTER") TO MEMORIALIZE SUTTER’S OBLIGATIONS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE (I) FIFTH AMENDMENT, (II) THE AGREEMENT WITH SUTTER (III) THE PREVENTATIVE ROOF MAINTENANCE SERVICE AGREEMENT BETWEEN SUTTER AND THE CITY, AND (IV) SOPREMA, INC. PLATINUM NDL ROOFING WARRANTY (WARRANTY NO: 101-000000) AND WIND RIDER (RIDER NO. 101-000000-I); AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE ABOVE REFERENCED DOCUMENTS; 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 the agreement 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 the agreement, as amended, 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, and to modify other necessary sections; and

WHEREAS, on July 19, 2018, the City and Ajax entered into the Third Amendment to the agreement, as amended, 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; and

WHEREAS, on November 15, 2018, City and Ajax entered into the Fourth Amendment to the agreement, as amended, 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; and

WHEREAS, in accordance with the agreement, as amended, Ajax retained a roofing subcontractor, Sutter Roofing Company of Florida ("Sutter"), to install a watertight roofing system; and

WHEREAS, during the installation of the roofing system, water intrusion was discovered in the new Police Administrative Building; and
WHEREAS, Ajax and Sutter recommended a repair to remedy this situation rather than removal and replacement of the roofing system; and

WHEREAS, Ajax and Sutter have strongly recommended against removing and replacing the roofing system, citing among other things likely damage to the new Police Administrative Building and its contents; and

WHEREAS, in consideration of allowing Ajax and Sutter to move forward with their recommended repair to remedy the water intrusion, the City is requiring a special extended warranty from Sutter and the roofing manufacturer Soprema, Inc., a twenty-year no cost maintenance agreement, and a warranty and maintenance bond from Sutter; and

WHEREAS, the Owner and the Construction Manager desire to executed this Fifth Amendment to add a new article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e., Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the Roofing System; and

WHEREAS, the City also desires to execute an Agreement with Sutter to memorialize Sutter’s obligations related to the special extended warranty, warranty and maintenance bond, and maintenance obligations for the roofing system.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Fifth Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida (“City”), and Ajax Building Corporation dated August 21, 2015, as amended, to add a new article 12 to the Standard Form of Agreement between owner and the construction manager (i.e., Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the roofing system is hereby approved.

BE IT FURTHER RESOLVED that the Agreement with Sutter Roofing Company of Florida (“Sutter”) to memorialize Sutter’s obligations is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the (i) Fifth Amendment, (ii) the Agreement with Sutter (ii) the Preventative Roof Maintenance Service Agreement between Sutter and the City, and (iii) Soprema, Inc. Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1).

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the above referenced documents.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)

00-19751 FINAL

Administration
FIFTH AMENDMENT

THIS FIFTH AMENDMENT ("Fifth Amendment") is made and entered into on this _____ day of ______________, 2019 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 the 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 the 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 the 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, Owner and the 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; and

WHEREAS, on November 15, 2018, Owner and the Construction Manager entered into 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; and

WHEREAS, in accordance with the Contract, the Construction Manager retained a roofing Subcontractor, Sutter Roofing Company of Florida ("Sutter"), to install a watertight Roofing System (as defined in this Fifth Amendment) in accordance with the Specifications and other Contract Documents; and

WHEREAS, during the installation of the Roofing System, water intrusion was discovered in the new Police Administrative Building; and

WHEREAS, the Construction Manager and Sutter recommended a repair to remedy this situation rather than removal and replacement of the Roofing System; and

WHEREAS, the Construction Manager and Sutter have strongly recommended against
removing and replacing the Roofing System, citing among other things likely damage to the new Police Administrative Building and its contents; and

WHEREAS, in consideration of allowing the Construction Manager and Sutter to move forward with their recommended repair to remedy the water intrusion, the Owner is requiring a special extended warranty from Sutter and the roofing manufacturer Soprema, Inc., a twenty-year no cost maintenance agreement, and a warranty and maintenance bond from Sutter; and

WHEREAS, the Owner and the Construction Manager desire to executed this Fifth Amendment to add a new article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e., Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the Roofing System.

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Fifth 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 the Construction Manager hereby agree as follows:

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

2. Article 12, Special Extended Warranty, Warranty and Maintenance Bond, and Maintenance Obligations for the Roofing System, is added to the Standard Form of Agreement between Owner and Construction Manager (i.e., Document A133-2009), which is part of the Contract, to read as follows:

ARTICLE 12 SPECIAL EXTENDED WARRANTY, WARRANTY AND MAINTENANCE BOND, AND MAINTENANCE OBLIGATIONS FOR THE ROOFING SYSTEM

§ 12.1 The Construction Manager acknowledges and agrees that it is required to provide a watertight roofing system including but not limited to membrane roofing and base flashing that are watertight ("Roofing System") in accordance with the Specifications and other Contract Documents.

§ 12.2 The Construction Manager acknowledges and represents on behalf of itself and all contractors, subcontractors and all other interested parties that (i) any and all previously discovered latent or patent defects relating to the Roofing System have been remedied by the Construction Manager or Sutter and (ii) there are no other latent or patent defects relating to the Roofing System.

§ 12.3 Notwithstanding anything to the contrary in the Contract including but not limited to any warranty limitations, the Construction Manager shall ensure that the Specifications are amended to require that Soprema, Inc. ("Soprema") provide the Owner with the twenty-five (25) year Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1). The Platinum NDL Roofing Warranty (Warranty No: 101-000000) and Wind Rider (Rider No. 101-000000-1) are attached hereto as Exhibit G and collectively referred to as the
"Soprema Warranty".

§ 12.4 Notwithstanding anything to the contrary in the Contract including but not limited to any warranty limitations, the Construction Manager shall require Sutter to provide a fifteen (15) year warranty for the Roofing System beginning on the date of Substantial Completion. Such warranty shall provide that in the event the Roofing System fails to be watertight for any reason whatsoever during this warranty period, Sutter shall be responsible for (i) repairing or replacing the Roofing System to the extent necessary to restore the Roofing System to a watertight condition, and (ii) repairing or replacing any portion or portions of the Police Department Headquarters buildings, and contents and equipment contained therein, damaged as a result of or arising out of the Roofing System failing to be watertight. All such repairs and replacements shall be promptly performed by Sutter at no cost or expense to the Owner.

§ 12.5 In addition to the requirements set forth in § 12.4, above, the Construction Manager acknowledges that it has obtained on the Owner’s behalf a preventative roof maintenance service agreement ("Maintenance Agreement") from Sutter with a term of twenty (20) years at no cost to the Owner. The Maintenance Agreement is attached hereto as Exhibit H. The Construction Manager acknowledges that it has received confirmation from Sutter and Soprema that the services and maintenance set forth in the Maintenance Agreement are appropriate and sufficient so as to preserve all warranty obligations set forth in this Article 12.

§ 12.6 As security to the Owner for Sutter’s faithful performance of its warranty and maintenance obligations set forth in § 12.4 and § 12.5, above, the Construction Manager shall require Sutter to provide a five (5) year warranty and maintenance bond to the Owner, in a form approved by the City Attorney or her designee, executed by a surety company authorized to do business in the State of Florida. The surety for such bond shall have a rating of no lower than "A-, VIII" by A.M. Best rating agency or a similar rating agency approved by the Owner. The Owner and the Construction Manager shall be obligees under this bond. This warranty and maintenance bond is separate from and in addition to the Construction Manager’s Public Construction Bond (Number 016072638, dated August 21, 2015 as amended April 28, 2017). The Construction Manager acknowledges and agrees that expiration of the warranty and maintenance bond shall not be construed to limit the warranty and maintenance required to be provided by Sutter pursuant to this Article 12.

§ 12.7 The Construction Manager shall be responsible for administering all warranty obligations set forth in this Article 12 during the warranty periods.

§ 12.8 Nothing in this Article 12 shall be construed to limit the rights and remedies of the Owner pursuant to the Contract or applicable Laws. Without limiting the generality of the foregoing, the Construction Manager acknowledges and agrees that the provision in the Soprema Warranty stating that such warranty is the sole and exclusive remedy of the Owner against Soprema with respect to the Roofing System shall have no bearing on, and shall not limit, any remedy or remedies the Owner may have against the Construction Manager or any other contractor or
subcontractor. The Contract and the Construction Manager's obligations and liabilities shall remain in full force and effect notwithstanding this Article 12. Moreover and without limitation, nothing in this Article 12 or the Surety Warranty shall be construed to limit the rights and remedies of the Owner pursuant to the provisions of Article 11.2 of AIA Document A201-2007 as set forth in Exhibit D, the Public Construction Bond (Number 016072638, dated August 21, 2015 as amended April 28, 2017) or applicable Laws.

§ 12.9 This Article 12 shall survive expiration or earlier termination of the Contract.

3. Any and all provisions of the Contract not specifically amended by this Fifth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Construction Manager have caused this Fifth 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: William F. Byrne
Title: President

ATTEST

______________________________
City Clerk
(SEAL)

WITNESSES

By: ____________________________
Print: _______________
By: _______________
Print: _______________
Platinum NDL Roofing Warranty

Building Name: St. Petersburg Police Headquarters
Building Address: 1301 1st Avenue North, St. Petersburg, FL 33705
Roof Section: CEP Main Building
Owner Name: Specimen
Owner Address: Specimen
Contractor: Sutter Roofing Co. of Florida, 8284 Vico Court, Sarasota, FL 34240
Total Squares: 00
Term of Warranty: ___ Years
Roofing Material: XXXXXXXX
Flashing Material: XXXXXXXX

Warranty No.: 101-000000

Express Warranty
SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims
To report a claim, follow the procedure set forth in Form 900 — Warranty Claim Procedure.

Remedy
When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roofing to a watertight condition.

NOTICES
THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:
1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 — Warranty Claim Procedure.
3. Form 901 — Care and Maintenance Guide.
4. Any rider referred to below.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA. Activation must occur within three months after the Warranty Start Date stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

SOPREMA, Inc. Owner:

By: By:
Name: Tim Kersey Name:
Title: Vice President & General Manager Title:
Date: 00.00.20152018 Date:

Riders issued at time of this warranty: 25-Year NDL. See attached 120 MPH Wind Rider 101-000000-1.
Terms, Conditions and Limitations

1. The SOPREMA® roofing materials covered by this warranty (this "Warranty") are the roofing and flashing materials specifically identified by number or other description on the face of this Warranty (referred to as the "roofing").

2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.

3. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.

4. Owner is responsible for ensuring that the roofing is maintained in accordance with SOPREMA’s Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy, usage or any other condition adversely affecting the roofing. The maintenance set forth in the Preventative Roof Maintenance Service Agreement between the City of St. Petersburg, Florida and Suter Roofing Company of Florida, a copy of which is attached to this Warranty as Attachment 1 (the "Roof Maintenance Agreement") is sufficient and appropriate and consistent with SOPREMA’s Care and Maintenance Guide.

5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.

6. This Warranty covers SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to workmanship or a product manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA. SOPREMA is not aware of any design deficiencies related to the subject roof assembly. In addition, SOPREMA is not aware of any installation defects related to the subject roofing that were not corrected before substantial completion.

7. The Warranty also covers roofing leaks caused by wind with a speed less than 74 m.p.h. The wind speed warranty excludes damage where the cause includes any of the following: (a) primary or secondary structural components, (b) wood nailing or blocking and edge system components, (c) deck and deck fastening, (d) walls, doors, windows, openings and other building envelope components; (e) substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed; (f) roof system structure and/or equipment connected to, or supported by, the roofing or waterproofing systems, or (g) windborne debris.

8. Following are some examples of conditions and types of damage not covered by this Warranty:
   a. Subject to the Wind Rider, the effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, or tornado.
   b. Improper use, order, sequencing, storage or handling of materials or systems.
   c. The lack of positive slope or inadequate drainage.
   d. Failure to apply the roof to a suitable substrate, or subsequent substrate failure.
   e. Failure of roofing substrates or attachments.
   f. Any sources of water entry other than the roof.
   g. Building or substrate settlement, deflection, movement, vibration, or displacement.
   h. Plants, animals, insects, or other living organisms.
   i. Incompatible materials or substances.
   j. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
   k. Falling, flying, dropped, discharged or blown materials, objects or debris.
   l. Change in building occupancy or rooftop usage.
   m. Except for routine repairs made in accordance with good roofing practices pursuant to the Roof Maintenance Agreement, unauthorized or improper repairs or modifications.

9. This Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.

10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void this Warranty, however it is Owner’s responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).

11. SOPREMA’s failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner’s failure to comply with its obligation to provide for the maintenance of the roof pursuant to the terms of the Roof Maintenance Agreement, and its obligation to promptly notify SOPREMA following discovery of a roof leak could become a basis for invalidating a claim under this Warranty.

12. This Warranty is governed by the laws of the Florida jurisdiction.

13. It is Owner’s obligation to provide for the maintenance of the roof pursuant to the terms of the Roof Maintenance Agreement, and its obligation to promptly notify SOPREMA following discovery of a roof leak.

14. The terms of this Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken. In either case without affecting the validity or enforceability of the remaining provisions.

15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.

16. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly, or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.

17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA’s Warranty Department, (b) the time the request is made, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty.

For Questions Contact:
SOPREMA, Inc.
Warranty Department
201 Quadrail Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.soprema.us

(10/2015)
Wind Rider

Rider No. 101-000000-0

Warranty No.: 101-000000 | Warranty Start Date: 00.00.0008
Building Name: St. Petersburg Police Headquarters-CEP Building

This rider amends the warranty described above (for convenience, referred to below as the "Warranty").

If you believe you are experiencing a leak caused by wind with a speed not exceeding 120 m.p.h. (referred to as a "Covered Wind Event"), then you should follow the Warranty Claim Procedure set forth in the Warranty (see Form 900).

If SOPREMA determines that your SOPREMA® roofing or waterproofing materials are leaking from damage caused by a Covered Wind Event, then SOPREMA will provide you with the remedy set forth in the Warranty, using methods and materials it deems appropriate to the situation. SOPREMA will determine the methods and means used in completing any Warranty repairs.

This wind speed warranty is made subject to the following conditions:

1. The roofing or waterproofing membranes and all associated components are installed by an authorized contractor on a properly designed and constructed building in strict accordance with applicable codes and approvals.

2. Each time the building is exposed to a severe wind event, Owner must examine the roofing or waterproofing and photo document conditions before cleanup or repair efforts begin. If any damage is discovered, Owner should hire a roofing or waterproofing professional to evaluate conditions, and document the extent of the damages, if any.

3. Owner must take reasonable actions to mitigate further damage.

4. Owner must make a wind-related claim within 14 days following the date of the Covered Wind Event, not counting any days when Owner is unable to access the Building due to publically imposed or naturally occurring travel restrictions.

The issuance of this rider does not imply that SOPREMA made a determination as to whether the materials were installed in compliance with SOPREMA's details and General Requirements, Owner's specifications, or any applicable laws, codes, regulations, or approvals, or that the Building or the roofing or waterproofing assembly is properly designed and constructed.

In the event of a conflict between the provisions of the Warranty and the provisions of this rider, the provisions of this rider shall control.

Except as modified by this rider (and any other riders that are issued contemporaneously herewith), the terms of the Warranty remain in full force and effect. Among other things, this rider does not extend the term of the Warranty, even if this rider is dated after the date of the Warranty.

Dated: 00.00.2018
EXHIBIT H
I. Agreement Coverage:

Sutter Roofing Company of Florida (hereinafter referred to as “Contractor”) proposes to perform and furnish the labor, materials, insurance, supervision, equipment, and warranty (herein together referred to as the “Work”) described herein.

II. Service Protection Term:

A. The term of this service agreement is (20) Year beginning on the executed date of the Substantial Completion. The parties may agree to renew this agreement for one-year terms at the end of the then expiring term. Renewals shall be effective by amendments to this agreement.

B. This agreement will include during the term (2) Two Inspections yearly
The cost of each inspection will be as follows:

<table>
<thead>
<tr>
<th>Inspection Schedule</th>
<th>No. 1: No Cost</th>
<th>No. 2: No Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>October</td>
<td>April</td>
<td></td>
</tr>
</tbody>
</table>

C. Access to Secure Roof™ Portal. This cloud based portal provides access to all of your roofs in the palm of your hand. Real time data allows you to search, filter, dispatch, view package style tracking of service, budget forecasting, view work orders and much more.

D. Priority emergency service response is provided throughout the length of this agreement. Contractor will dispatch a Service Technician the same day if notified prior to 11:00 a.m. or within 24 hours upon notification of a roof leak. Customer will be invoiced published time and materials rates to execute repairs in response to all leak notifications. Preferred hourly service rates as part of this agreement shall be $70.00 per hour, per technician, plus materials used for non-warranty damage by others.

III. Roof Condition Assessment:

A. A skilled Roof Survey Technician will perform the initial Secure Roof maintenance inspection and diagnostic overview as outlined in Section V.

IV. Preventative Maintenance:

A. The Secure Roof Inspection Report will contain detailed photos and descriptions of the inspected items and list any deficiency's found with corrective actions needed as outlined in Section V.

B. Recommended Immediate Repairs and Remedial Preventative Maintenance will be completed only with written authorization.

V. Roof Management:

A. Our skilled Roof Survey Technician will provide a comprehensive Secure Roof inspection report including a fifteen (15) point conditions checklist:
1. Remove all debris from roof surface, around drains, and scuppers.
2. Flashing Condition – walls, penetrations, parapets, equipment & other vertical transitions.
3. Waterproofing Sheet Metal – coping, counterflashing, high hats, or other roof related components.
4. Overall membrane Condition: inspect for damage, punctures, and abrasions.
5. Inspect traffic areas for proper wear and protection membrane.
6. Inspect previous Patching & Repairs for proper installation and water tight seal.
7. Terminations at walls, equipment, and sheet metal components.
8. Chemical deterioration or surface contamination.
9. Vertical walls adjacent to roof perimeter areas.
10. Drainage – observe and note for proper function and complete components. Clear debris or obstructions on roof.
12. Rooftop Equipment – HVAC units, fan units, vent units, chillers, other.
13. Inspect metal components at roof edge for proper seal; inspect all gravel stop, drip edge, or other edging.
14. Condition of drains, scuppers, vent stacks, or other through roof penetrations.
15. Skylights, smoke vents.

- All repairs to be made according to NRCA repair manual or manufacturer's warranty standards, if applicable.

B. Upon conclusion of the Executive Summary and within sixty (60) days, Contractor will provide the Customer with a complete written report including:

i. Photographs.
ii. Repair history – work completed by this contractor and any observed past repairs.
iii. Repair recommendations and costs.
iv. Roof composition report in digital format available for download and print.
v. Computer data base of inventory, history, and recommendations.
vi. Satellite generated roof plan with surface area information.
vii. Three (3) year repair and replacement budget based on recommended, remedial, replacement work.

VI. Contractor Agrees to:

A. Carry Workman’s Compensation Insurance, General Liability, including products and completed operations, and Automobile Insurance with limits of not less than $1,000,000 per person, and $1,000,000 aggregate. Contractor agrees to carry Errors and Omissions Insurance. The Customer shall be listed as an additional insured on Contractor’s General Liability policy.

B. Conduct inspections, compile reports, relay maintenance and follow-up communication in a professional manner to provide the Customer with a longer lasting roof system.

C. Provide clear access to driveways and parking lots during normal business hours, so as not to disrupt building activity unless otherwise approved by Customer.

D. Remove all materials from job location in the course of performance and dispose in areas designated by the Customer.

E. With respect to the moisture contained in the insulation assembly, which moisture is described in the William John Associates Report, by Chris Bowman, remediate any interior damage sustained to the building caused by the migration of that moisture and repair or replace any areas of the Soprema roofing damaged by the moisture, including blisters.

VII. Customer agrees to:

A. Provide any owner’s information reasonably accessible relating to the original construction and any prior repair, maintenance or replacement of the roof.

B. Promptly notify Contractor of any known or suspected roof leaks and cooperate with Contractor in assembling information that will assist in determining the cause of the leak.

C. Notify Contractor of any roof top alterations, mechanical work, exterior waterproofing operations, or communication equipment installation.

VIII. Miscellaneous:

A. The obligations of the Customer as to any funding required pursuant to this agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that
year. Notwithstanding the foregoing, the Customer 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 Customer pursuant to this agreement.

B. The laws of the State of Florida shall govern this Agreement.

C. Contractor shall make no assignment of any of its rights, duties, or obligations under this agreement without the Customer’s prior written consent.

______________________________
Owner

______________________________
John Kenney COO
Contractor

______________
Date of Agreement

______________
Date of Agreement
AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this _____ day of ___________, 2019, by and between the City of St. Petersburg, Florida ("City" or "Owner") and Sutter Roofing Company of Florida ("Sutter").

RECITALS:

WHEREAS, the Owner and Ajax Building Corporation ("Ajax") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price on August 21, 2015 (as amended, the "Contract"), for Ajax to provide preconstruction and construction phase services for the new Police Headquarters Project; and

WHEREAS, in accordance with the Contract, Ajax retained Sutter to install a watertight Roofing System in accordance with the Specifications and other Contract Documents; and

WHEREAS, during the installation of the Roofing System, water intrusion was discovered in the new Police Administrative Building; and

WHEREAS, Ajax and Sutter recommended a repair to remedy this situation rather than removal and replacement of the Roofing System; and

WHEREAS, Ajax and Sutter have strongly recommended against removing and replacing the Roofing System, citing among other things likely damage to the new Police Administrative Building and its contents; and

WHEREAS, in consideration of allowing Ajax and Sutter to move forward with their recommended repair to remedy the water intrusion, the Owner is requiring a special extended warranty from Sutter and the roofing manufacturer Soprema, Inc., a twenty-year no cost maintenance agreement, a warranty and maintenance bond from Sutter, and certain guarantees from Ajax; and

WHEREAS, the Owner and Ajax desire to execute a Fifth Amendment to the Contract contemporaneously with this Agreement to add a new article 12 to the Standard Form of Agreement between Owner and the Construction Manager (i.e., Document A133-2009) providing for a special extended warranty, warranty and maintenance bond, and maintenance obligations for the Roofing System; and

WHEREAS, this Agreement memorializes Sutter’s obligations related to the special extended warranty, warranty and maintenance bond, and maintenance obligations for the Roofing System.

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Agreement 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 Sutter hereby agree as follows:
1. **Capitalized Terms:** All capitalized terms in this Agreement shall have the same meaning specified in the Contract (including the Fifth Amendment) unless otherwise set forth herein.

2. **Representation:** Sutter acknowledges and represents that (i) any and all previously discovered latent or patent defects relating to the Roofing System have been remedied by Ajax or Sutter and (ii) there are no other latent or patent defects relating to the Roofing System.

3. **Special Extended Warranty:** Sutter shall provide a fifteen (15) year warranty for the Roofing System beginning on the date of Substantial Completion. Such warranty shall provide that in the event the Roofing System fails to be watertight for any reason whatsoever during this warranty period, Sutter shall be responsible for (i) repairing or replacing the Roofing System to the extent necessary to restore the Roofing System to a watertight condition, and (ii) repairing or replacing any portion or portions of the Police Department Headquarters buildings, and contents and equipment contained therein, damaged as a result of or arising out of the Roofing System failing to be watertight. All such repairs and replacements shall be promptly performed by Sutter at no cost or expense to the Owner.

4. **Maintenance:** Sutter shall provide the Owner with a preventative roof maintenance service agreement ("Maintenance Agreement") with a term of twenty (20) years at no cost to the Owner. Sutter represents that the services and maintenance set forth in the Maintenance Agreement are appropriate and sufficient so as to preserve all warranty obligations provided pursuant to this Agreement.

5. **Warranty and Maintenance Bond:** As security to the Owner for Sutter’s faithful performance of its warranty and maintenance obligations set forth in paragraphs 3 and 4, above, Sutter shall provide a five (5) year warranty and maintenance bond to the Owner, in a form approved by the City Attorney or her designee, executed by a surety company authorized to do business in the State of Florida. The surety for such bond shall have a rating of no lower than “A, VIII” by A.M. Best rating agency or a similar rating agency approved by the Owner. The Owner and Ajax shall be obligees under this bond. Sutter acknowledges and agrees that expiration of the warranty and maintenance bond shall not be construed to limit the warranty and maintenance required to be provided by Sutter pursuant to this Agreement.

6. **Acknowledgment:** Sutter acknowledges and agrees that the provision in the Soprema, Inc. Platinum NDL Roofing Warranty (Warranty No: 101-000000) stating that such warranty is the sole and exclusive remedy of the Owner against Soprema, Inc. with respect to the Roofing System shall have no bearing on, and shall not limit, any remedy or remedies the Owner may have against Sutter, Ajax or any other contractor or subcontractor.

7. **Assignment:** Sutter shall make no assignment of any of its rights, duties, or obligations under this Agreement without the Owner’s prior written consent, which consent may be withheld by the Owner in its sole and absolute discretion.

8. **Successors and Assigns:** This Agreement shall inure to the benefit of and be enforceable by and against the Owner and Sutter, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
9. **Governing Law and Venue:** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Owner and Sutter consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

10. **Amendment:** This Agreement may be amended only in writing executed by the Owner and Sutter.

11. **Entire Agreement:** This Agreement constitutes the entire agreement between the Owner and Sutter and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
IN WITNESS WHEREOF the Owner and Sutter have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

SUTTER ROOFING COMPANY OF FLORIDA:
By: John Kenney
Print: John Kenney
Title: COO

WITNESSES:
By: Roger Corbitt
Print: Roger Corbitt
By: Ed Marrero
Print: Ed Marrero

CITY OF ST. PETERSBURG, FLORIDA
By: ________________________________
Print: ________________________________
Title: ________________________________

WITNESSES:
By: ________________________________
Print: ________________________________
By: ________________________________
Print: ________________________________

Attest: ________________________________
Chan Srinivasa, City Clerk

(SEAL)

Approved as to Content and Form:

City Attorney (Designee)
041993 Execution Version
The following page(s) contain the backup material for Agenda Item: Pier Report
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Report

Meeting of January 3, 2019

TO: The Honorable Charles Gerdex, Chair, and Members of City Council

SUBJECT: A Resolution approving the Fifth Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, for A/E to provide (i) additional structural analysis and design for the installation of an exterior sculpture proposed to be located on the Pier deck by artist Nick Ervink, (ii) additional structural analysis of the Pier building superstructure and foundations, and (iii) fundamental building commissioning in an amount not to exceed $47,280; Providing that the total contract amount shall not exceed of $4,671,880; authoring the City Attorney’s Office to make non-substantive changes to the Fifth Amendment; authorizing the Mayor or his designee to execute the Fourth Amendment; approving a supplemental appropriation in the amount of $7,500 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (0201777); and providing an effective date.

EXPLANATION: On July 9, 2015, City Council approved an A/E agreement between the City of St. Petersburg and Associated Space Design, Inc. for design and construction administration services related to the new St. Pete Pier™ project in the amount of $4,366,000. The scope of services included planning, programming, design and construction administration services for an approximately $33 million replacement of the Municipal Pier, as part of an overall $46 million budget.

On November 3, 2016, City Council approved the First Amendment to the A/E Agreement for additional design services in the amount of $120,000 required to revise the plans for the pier plaza to include the design of a single pavilion shade structure with restrooms and a snack bar, including architecture, landscape architecture, civil engineering, structural, mechanical and electrical engineering services.

On December 7, 2017, City Council approved the Second Amendment to the A/E Agreement in the amount of $64,800 for additional design and construction administration services related to the tenant space modifications, additional structural design services, and coordination of the master stormwater system.

On August 2, 2018 City Council approved the Third Amendment in the amount of $24,000 for additional design and construction administration services required for the coordination and additional Construction Administration services associated with the new tenant improvements at the Pier Head building. On September 6, 2018 City Council approved the Fourth Amendment in the amount of $49,800 for the design of the new shade structure associated with Spa Beach.

The services proposed for this Fifth Amendment in the amount of $47,280 includes (i) the additional structural analysis and design for the installation of an exterior sculpture proposed to be located on the pier deck by artist Nick Ervink. The additional design services in the amount of $7,500 will be funded from the unappropriated balance of the Art in Public Places Fund (1901) as approved by the Public Arts Commission on September 4, 2018; (ii) the additional structural analysis of the Pier building superstructure and foundations in the amount of $9,000. These services are in coordination with structural calculations from the aluminum canopy delegated engineer. The roof canopy was changed from aluminum to structural steel requiring additional analysis of the walls and supporting structural members; (iii) fundamental building
commissioning of the mechanical, electrical and plumbing systems as required by code and for maximizing operational efficiency and performance in the amount of $30,780.

The A/E Agreement includes the following phases and associated lump sum fees and costs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I – Schematic Design (complete)</td>
<td>$1,187,000</td>
</tr>
<tr>
<td>Phase II – Design Development (complete)</td>
<td>$905,000</td>
</tr>
<tr>
<td>Phase III – Construction Document (complete)</td>
<td>$1,203,000</td>
</tr>
<tr>
<td>Phase IV - Construction Administration</td>
<td>$821,000</td>
</tr>
<tr>
<td>Reimbursable Cost</td>
<td>$150,000</td>
</tr>
<tr>
<td>Design Contingency</td>
<td>$100,000</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$4,366,000</strong> (Approved)</td>
</tr>
<tr>
<td>Additional Services First Amendment</td>
<td>$120,000 (Approved)</td>
</tr>
<tr>
<td>Additional Services Second Amendment</td>
<td>$64,800 (Approved)</td>
</tr>
<tr>
<td>Additional Services Third Amendment</td>
<td>$24,000 (Approved)</td>
</tr>
<tr>
<td>Additional Services Fourth Amendment</td>
<td>$49,800 (Approved)</td>
</tr>
<tr>
<td>Additional Services Fifth Amendment</td>
<td>$47,280 (New)</td>
</tr>
<tr>
<td><strong>Revised Total A/E fees</strong></td>
<td><strong>$4,671,880</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** Administration recommends City Council adopt the attached resolution approving the Fifth Amendment to the Architect/Engineering Agreement dated July 13, 2015 between the City of St. Petersburg, Florida (“City”) and Associated Space Design, Inc. (“A/E”) in association with Rogers Partners, for additional construction administration services for the new St. Pete Pier™ project in an amount not to exceed $47,280; Providing that the total contract amount that shall not exceed of $4,671,880; approving a supplemental appropriation in the amount of $7,500 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (0201777); authoring the City Attorney’s Office to make non-substantive changes to the Fourth Amendment; authorizing the Mayor or his designee to execute the Fourth Amendment.

**COST/FUNDING INFORMATION:** Funding for the additional design services have been previously appropriated in the General Capital Improvement Fund (3001) Pier Visioning Project (11988). Funding for the structural analysis and design of the installation of public art will be available after approval of a supplemental appropriation in the amount of $7,500 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (0201777) resulting from the Public Art Commissions approval on September 4, 2018.

**ATTACHMENTS:** Resolution

**APPROVALS:**

- Final
- Administrative
- Budget
RESOLUTION NO. 2019 - __________

A RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE
ARCHITECT/ENGINEERING AGREEMENT DATED JULY 13, 2015, AS
AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND
ASSOCIATED SPACE DESIGN, INC. ("A/E") IN ASSOCIATION WITH ROGERS
PARTNERS FOR A/E TO PROVIDE (I) ADDITIONAL STRUCTURAL
ANALYSIS AND DESIGN FOR THE INSTALLATION OF AN EXTERIOR
SCULPTURE PROPOSED TO BE LOCATED ON THE PIER DECK BY ARTIST
NICK EVINK, (II) ADDITIONAL STRUCTURAL ANALYSIS OF THE PIER
BUILDING SUPERSTRUCTURE AND FOUNDATIONS, AND (III)
FUNDAMENTAL BUILDING COMMISSIONING IN AN AMOUNT NOT TO
EXCEED $47,280; PROVIDING THAT THE TOTAL CONTRACT AMOUNT
SHALL NOT EXCEED $4,671,880; AUTHORIZING THE CITY ATTORNEY'S
OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIFTH
AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
EXECUTE THE FIFTH AMENDMENT; APPROVING A SUPPLEMENTAL
APPROPRIATION IN THE AMOUNT OF $7,500 FROM THE
UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND
(1901) TO THE MAYOR'S OFFICE CULTURAL AFFAIRS DIVISION (0201777);
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 13, 2015, the City of St. Petersburg, Florida ("City") and Associated Space
Design, Inc. ("A/E") in association with Rogers Partners executed an architect/engineering agreement
("Agreement") for A/E to provide design and construction administration services related to the New St.
Petersburg Pier project in the amount of $4,366,000; and

WHEREAS, on November 3, 2016, City Council approved the First Amendment and the City and
A/E executed the First Amendment to the Agreement for A/E to provide additional services to revise the
plans for the "Welcome Plaza" in an amount not to exceed $120,000; and

WHEREAS, on December 14, 2017, City Council approved the Second Amendment and the City
and A/E executed the Second Amendment to the Agreement for A/E to provide (i) additional design services
related to the titled lawn and Education Center, (ii) additional construction administration services related
to the marine structural engineering of the concrete deck rebar placement and pouring of deck, (iii)
coordination of the stormwater system with the Pier Approach, and (iv) federal permit compliance
regulations in an amount not to exceed $64,800; and

WHEREAS, on August 2, 2018, City Council approved the Third Amendment and the City and
A/E executed the Third Amendment to the Agreement for A/E to provide additional design and construction
administration services required for the coordination associated with the new tenant improvements at the
Pier Head building in an amount not to exceed $24,000; and

WHEREAS, on September 6, 2018, City Council approved the Fourth Amendment and the City
and A/E executed the Fourth Amendment to the Agreement for A/E to provide additional design services
associated with the new shade structure at Spa Beach Park in an amount not to exceed $49,800; and

WHEREAS, the City and A/E desire to amend the Agreement for a fifth time for A/E to provide
(i) additional structural analysis and design for the installation of an exterior sculpture proposed to be
located on the pier deck by artist Nick Evink, (ii) additional structural analysis of the pier building
superstructure and foundations, and (iii) fundamental building commissioning in an amount not to exceed $47,280; and

WHEREAS, Administration recommends approval of the Fifth Amendment for A/E to provide the above referenced professional services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Fifth Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, for A/E to provide (i) additional structural analysis and design for the installation of an exterior sculpture proposed to be located on the pier deck by artist Nick Ervink, (ii) additional structural analysis of the pier building superstructure and foundations, and (iii) fundamental building commissioning in an amount not to exceed $47,280 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $4,671,880.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Fifth Amendment.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Fifth Amendment.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Arts in Public Places Fund (1901), the following supplemental appropriation for FY19:

| Arts in Public Places Fund (1901) | Mayor’s Office Cultural Affairs Division (0201777) | $7,500 |

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)

Budget

Administration
ST. PETERSBURG CITY COUNCIL

Meeting of January 3, 2019

Report

TO:    The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A resolution accepting Addendum No. 5 Price for the Full Doc Ford Core & Shell in an amount not to exceed $1,835,532 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for completion of the construction of a new restaurant core & shell associated with the new St. Pete Pier™ and additional Owner's Contingency; providing that the total GMP for the Pier Approach Project shall not exceed $21,683,498; authorizing the Mayor or his designee to execute the Seventh Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate Addendum No. 5 to the GMP proposal into such agreement, as amended; authorizing the City Attorney's office to make non-substantive changes to the Seventh Amendment; approving a transfer in the amount of $950,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the full construction of the core & shell as well as an Unforeseen Conditions Contingency, authorizing a supplemental appropriation in the amount of $950,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date.

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

On June 14, 2018, City Council accepted Addendum No. 1 to the GMP Proposal dated April 3, 2018 for the procurement of sixty-four (64) 14" precast concrete piles for the Doc Ford Restaurant in the amount of $185,239 and the City and Skanska executed the Second Amendment. On July 19, 2018 City Council accepted Addendum No. 2 to the GMP Proposal for the installation of the piles to support the Doc Ford structure in the amount of $581,611 and the approval of the Third Amendment. On August 2, 2018 City Council approved the Fourth Amendment to the Skanska CMAR Agreement adding $20,000 for preconstruction phase services for the Janet Echelman net sculpture infrastructure installation. On August 23, 2018 City Council accepted Addendum No. 3 and approved the Fifth Amendment to the Skanska CMAR Agreement for the Doc Ford Restaurant structural support system in the amount of $1,085,737. On October 4, 2018 City Council accepted Addendum No. 4 and approved the Sixth Amendment to the Skanska CMAR Agreement for the replacement of approximately 696 linear feet of existing seawall at the North Yacht basin in the amount of $2,964,769.
Acceptance of this Addendum No. 5 Price for the Full Doc Ford Core & Shell in an amount not to exceed $1,835,532 to GMP Proposal dated April 3, 2018 includes $1,735,532 to complete the balance of the core & shell for the Doc Ford’s Rum Bar & Grille as well as the fit-out of the administrative offices for Pier management along with $100,000 for additional Owner’s Contingency to cover unforeseen conditions related to the Pier Approach Project.

A total of $3,000,000 was budgeted for a restaurant at the southeast corner of the Pelican parking lot within the $20,000,000 allocated for the Pier Approach. It was anticipated that this would cover the city’s share of the core & shell for design and construction of a new restaurant. Upon approval of the lease with Doc Ford’s in April of 2018, staff proceeded to work with the design team, the construction manager and Doc Ford project team to finalize the design, obtain pricing and develop the restaurant within the overall schedule and logistics for the Pier Approach. This resulted in three early release packages for ordering and installing the piles and procuring the structural system for the core and shell. A combination of site and market conditions have resulted in final construction costs that exceeded the initial budgeted amount. In order to cover this overage Administration is recommending a transfer in the amount of $950,000 from the unappropriated balance in the Downtown Redevelopment District Fund to cover the overage for both the restaurant core and shell as well as the administrative offices, $850,000, in addition, $100,000 is requested to be added to the overall Pier Approach GMP Owner Contingency to cover cost of unforeseen conditions encountered on the site. These funds are part of the $10 million in Enhancements to the Municipal Pier Project that were approved by City Council and the Pinellas County Commission as an amendment to the IRP and the Interlocal Agreement in the Fall of 2017.

The Doc Ford restaurant consists of approximately 10,305 square feet of which approximately 6,606 square feet will be interior space and 3,380 square feet will be exterior covered space. The administrative office space and City support space to house the Pier management team consist of approximately 1,900 square feet. The balance of the core & shell will complete the exterior waterproof envelope of the building and provide code minimum utilities and services necessary for the tenant to connect to complete their interior improvements. All interior tenant improvements will be performed by a third-party contractor retained by Doc Ford’s. The tenant improvements will commence upon completion of the city’s core & shell work and receipt of a Temporary Certificate of Occupancy (TCO).

The cost of the complete Doc Ford Core & Shell with City Administrative Offices is as follows:

- Fabricate and Deliver Piles to Site (issued in Addendum # 1) $185,239
- Installation of Pile (issued in Addendum # 2) $581,611
- Foundations, Slab and Steel Structure (issued in Addendum # 3) $1,085,737
- **Full Doc Ford Core & Shell with Admin. Offices $1,735,532**
- Total Doc Ford Core & Shell with Admin Offices $3,588,119

The revised GMP for the Project includes the following:

- **Pier Approach GMP Proposal – First Amendment $15,030,610**
Pier Approach – Seventh Amendment to the Skanska Agreement
January 3, 2019
Page 3

Doc Ford Pile Procurement – Addendum No. 1 $185,239
Doc Ford Pile Installation – Addendum No. 2 $581,611
Doc Ford Structure Only – Addendum No. 3 $1,085,737
North Basin seawall – Addendum No. 4 $2,964,769
Doc Ford Full Core & Shell – Addendum No. 5 $1,835,532 *

Revised Total GMP for Pier Approach Project $21,683,498

* An Owner’s Contingency of $100,000 is included in Addendum No. 5 for Pier Approach project unforeseen conditions.

The Seventh Amendment to the Pier Approach CMAR Agreement also incorporates a revised project schedule for the Pier Approach which reflects a substantial completion date of December 20, 2019.

After approval by City Council, the City and Skanska will execute the Seventh Amendment to the contract.

RECOMMENDATION: Administration recommends City Council approve the attached resolution accepting Addendum No. 5 Price for the Full Doc Ford Core & Shell in an amount not to exceed $1,835,532 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for completion of the construction of a new restaurant core & shell associated with the new St. Pete Pier™; providing that the total GMP for the Pier Approach Project shall not exceed $21,683,498; authorizing the Mayor or his designee to execute the Seventh Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate Addendum No. 5 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Seventh Amendment; approving a transfer in the amount of $950,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the full construction of the core & shell as well as an Unforeseen Conditions Contingency, authorizing a supplemental appropriation in the amount of $950,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding in the amount of $950,000 will be available after a transfer in the amount of $950,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $950,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377).
ATTACHMENTS: Resolution
Addendum No. 5

APPROVALS: Bijesh Rayman
Administrative

McKee
Budget
RESOLUTION NO. 2019-________

A RESOLUTION ACCEPTING ADDENDUM NO. 5 – FULL DOC FORD CORE AND SHELL IN AN AMOUNT NOT TO EXCEED $1,835,532 SUBMITTED BY SKANSKA USA BUILDING, INC. (“SKANSKA”) TO THE GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED APRIL 3, 2018 FOR COMPLETION OF THE CONSTRUCTION OF A NEW RESTAURANT CORE & SHELL ASSOCIATED WITH THE NEW ST. PETE PIER™; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $21,683,498; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SEVENTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, AS AMENDED, TO INCORPORATE ADDENDUM NO. 5 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED AND TO REVISE THE PROJECT SCHEDULE; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SEVENTH AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $950,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE FULL CONSTRUCTION OF THE CORE & SHELL AND UNFORESEEN CONDITIONS CONTINUITY; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $950,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on June 14, 2018, the City and Skanska executed the Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford’s Restaurant (for a total GMP for the Pier Approach Project not to exceed $15,215,849); and

WHEREAS, on July 19, 2018, City Council approved the Third Amendment to increase the GMP by an additional $581,611 for installation of the piles procured for the Doc Ford’s Restaurant (for a total GMP for the Pier Approach Project not to exceed $15,797,460); and

WHEREAS, on August 2, 2018, City Council approved the Fourth Amendment for Skanska to provide additional preconstruction phase services related to the Janet Echelman net sculpture for an amount not to exceed $20,000; and
WHEREAS, on September 7, 2018, the City and Skanska executed the Fifth Amendment to increase the GMP by an additional $1,085,737 for the installation of the structural system for the Doc Ford’s Restaurant (for a total GMP for the Pier Approach Project not to exceed $16,883,197) and to revise the project schedule; and

WHEREAS, on October 4, 2018, City Council approved the Sixth Amendment to increase the GMP by an additional $2,964,769 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™ (for a total GMP for the Pier Approach Project not to exceed $19,847,966); and

WHEREAS, the City and Skanska desire to execute the Seventh Amendment to increase the GMP by an additional $1,835,532 for completion of the construction of the Doc Ford’s Full Core & Shell and to revise the project schedule (for a total GMP for the Pier Approach Project not to exceed $21,683,498).

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 5 – Full Doc Ford Core and Shell in an amount not to exceed $1,835,532 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for completion of the construction of a new restaurant core & shell associated with the new St. Pete Pier™ is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Approach Project shall not exceed $21,683,498.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Seventh Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate Addendum No. 5 to the GMP proposal into such agreement, as amended and revise the project schedule.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Seventh Amendment.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY19:

Downtown Redevelopment District Fund (1105)

| Transfer to: General Capital Improvement Fund (3001) | $950,000 |

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)

| Pier Approach Project (15377) | $950,000 |

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (Designee)

[Signature]

Budget

[Signature]

[Signature]

Approval

Cities of St Petersburg, Florida

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
City of St. Petersburg
Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell
December 21, 2018
Table of Contents

1. Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell Summary

2. Basis of Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell

3. Document Log

4. Site Logistics Plan

5. Project Schedule

6. Appendix - A
Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell Summary

- Executive Summary
- Cost Summary
Executive Summary
The Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell is based upon the documents prepared by W Architecture & Landscape Architecture, LLC and their respective consultants (A/E Team) which are itemized in the Document List of this proposal. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

The Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell is $1,835,532. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell, upon acceptance by the City of St. Petersburg, is intended to serve as the basis for an Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price, dated January 10th, 2017 as amended (“Contract”).

Guaranteed Maximum Price Addendum Components

• Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell $1,835,532

Project Description
Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell includes the exterior enclosure, demising wall separating city space and future tenant space, exterior handrails/ guardrails, rainscreen, wood decking, roofing, MEPFP systems in city space, and minimum code required MEPFP systems in tenant shell space in accordance with drawings. Fit out of tenant space has been excluded. Fit out of the city space has been included.

Skanska has developed and enclosed a Project Schedule, which indicates the schedule objectives for the project.

• Doc Fords Core and Shell Substantial Completion September 20th, 2019
• At Substantial Completion, City will provide tenant ability to enter facility in order for the tenant to begin fitting out their space
• New Pier Approach Project Substantial Completion Date December 20th, 2019

The following additional milestone dates are anticipated within the Project Schedule in order to achieve the contractual dates listed above:

• NTP by City for Addendum No. 5 January 10th, 2019
Cost Summary
Following is the Cost Summary breakdown.
### Target Estimate Summary

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### ADDITIONAL OWNER CONTINGENCY ALLOWANCE FOR PIER APPROACH PROJECT

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Basis of Pier Approach GMP
Addendum No. 5 price for the
Full Doc Ford Core & Shell

• Introduction
• Insurances and Bonds
• Standard Qualifications
• Scope Specific Qualifications
• Allowances/ Add Alternates/ Deduct Alternates
Introduction
This section of the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell to address the issue of any items identified as “excluded”. For those items that are clarified, qualified and/or based upon an assumption, the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell reflects only the cost and time of the element as assumed or clarified.

Skanska’s Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell is based upon the following:

1. Document log provided in Section 3.
2. Skanska’s Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell.
3. The qualifications mentioned in this proposal.

Insurances and Bonds

Insurances:
1. Builders Risk Insurance is carried as an allowance.
2. Skanska shall furnish a Contractor Controlled Insurance Program ("CCIP") providing for the insurance coverages identified below. The CCIP shall only cover on-site exposures and enrolled participants. Owner shall pay Skanska for CCIP premiums calculated as 2.58% of the Guaranteed Maximum Price,
   - On-Site General Liability, including Products & Completed Operations coverage for ten (10) years;
   - On-Site Workers Compensation and Employers Liability, including USL&H and Jones Act coverage;
   - $100M in Excess Liability Limits Contractor Controlled Insurance Program (CCIP) Insurance is included at 2.58%.

Bonds:
1. Payment and Performance Bond is carried as an allowance.
2. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default insurance ("SDI") for the protection of the Skanska and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in the Guaranteed Maximum Price calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of cost of work and contingency.
Coordination with other Contractors

This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell is based on the assumption that the Owner’s contractors and all other parties performing construction work at the project site, not under direct contract with Skanska will:

1. Comply with Skanska’s site specific safety program and maintain an injury free environment.

2. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell is based on the expectation that all pre-purchased items to be provided by the Owner will be provided without delay or disruption per Skanska’s schedule attached.

3. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell assumes any separate contractors hired by the Owner will not interfere with the operation of Skanska.

4. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell relies on and assumes Owner’s other contractors working according to Skanska’s project schedule, and will achieve system and area completion dates according to that schedule.

5. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell relies on and assumes Owner’s other contractors will perform work so as to not impact Skanska’s ability to perform its work in accordance with its project logistics plan.

6. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell relies on and assumes Owner’s other contractors will provide detailed schedule, logistics, and technical information, when and as requested by Skanska so as to enable Skanska to maintain or accelerate elements of its schedule, maintain its overall schedule and achieve necessary milestone completion dates.

7. This Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell relies on and assumes Owner’s other contractors will provide and maintain insurance as required by the city, naming Skanska USA Building Inc. as an additional insured party.

Standard Qualifications

The following are the Standard Qualifications for the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell:

1. Skanska’s proposal is based off Addendum #1 drawings, dated 9-17-2018, and includes only work as defined as landlord core and shell/ city areas. Addendum #2 and #3 drawings are not included and will be priced as changes to this proposal.

2. Price proposal for this addendum only includes qualifications based on the portion of the Work covered by this addendum.

3. Consistent with the Pier Approach CMAR GMP, we have included Lump Sum GCs & GRs.

4. In preparing the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell and the project schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

5. The cost of changes to the construction documents and the Work due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell are excluded. Addendum #2 and #3 drawings picking up permit comments are excluded from this GMP addendum proposal and will be considered a change.
Property, business operations and other taxes related to the Project Site and the operation of the project have not been included.

All sales tax on material is included.

Third party agency testing and inspection services have not been included for the scope of Work covered by this addendum.

Due to turnaround requirements dictated by the City and the Schedule. No advertising took place for this work and this added work can be priced by existing subcontractors already engaged on the project and awarded as change orders to their work.

All extended warranties included in the specifications, including the material/labor warranties, shall be assigned to Owner following the Skanska’s one year repair/replacement obligation under the Contract. Thereafter, Skanska shall only be responsible for assisting reasonably the Owner in enforcing those warranties provided by the manufacturers, suppliers and subcontractors.

Skanska assumes unfettered access to the Project Site at all times. Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell does not anticipate any stoppage or interruption of work as a result of operations by others or other site restrictions or interferences. The City will provide written notice of any activities in downtown St. Petersburg that could result in disruptions to site ingress/egress and both parties will work cooperatively to resolve any potential disruptions.

All fees including utility company, public agency reviews or approvals and associated fees are not included.

Threshold inspection costs are not included.

The Owner shall be responsible for obtaining permits as set forth in Contract. Building permit costs are not included.

Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell is based on the City’s acceptance and execution of the Amendment and issuance of the Notice to Proceed (NTP) January 10th, 2019. The Substantial Completion is directly linked to this date and shall adjust to a later date equal to the NTP being issued on a later date than noted above.

Use of union labor/prevailing wage is not included.

Delegated design is not included.

Pier approach design modifications and costs for changes in that scope of work are excluded from this estimate and will be addressed as changes to the approach contract. This includes, but is not limited to primary electrical service utilities to Duke Energy transformer, water and fire service from meter to building, gas, grease traps and sanitary sewer beyond 5’ from building, reconfigure of parking lots, landscaping and irrigation, etc.

Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell assumes the Architect/ Engineers design complies with all requirements prescribed in Owner standards or guidelines.

Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell does not include any costs associated with reviews by insurance underwriters such as IRI or FM.

“Time is of the essence” clauses are only applicable to Substantial Completion of all the overall pier approach project.

Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell assumes working hour restrictions are only subject to existing city ordinances, applicable laws, and regulations.
Scope Specific Qualifications

A Substructure/ Foundations:
1 Scope covered in earlier addendum.

B.1 Structure:
1 Scope covered in earlier addendum.

B.1A Ornamental Exterior Handrails and Guardrails:
1 Fabrication and supply of 368’ of welded aluminum cable guardrail and 98’ of welded aluminum handrail has been included, Mullet’s custom railing in lieu of specified Secosouth, Inc; API-2000. See add alternates for added cost if is required. See below for visual understanding only:

2 Guardrail to be fabricated with 2” square posts, outside sleeve top cap (EMS items 28-63-263), and (13) 5mm stainless steel cables.
3 Handrail to be fabricated with 1-1/4” round schedule 40 pipe.
4 Includes swaged ends for cables and railing surface mounts.
5 All railing to have powder coat finish with paint color from standard colors.
6 Powder coat includes 1 year warranty.

B.2 Exterior Enclosure:
1 Additional break metal for the storefront has been included.
2 Exterior storefront/ doors are YKK YHS50FI (2-1/2” x 5”) and 35H doors. Clear anodized plus finish, 10 year warranty, 1-5/16” clear impact insulated with Solarban 70XL Low E #2 at fixed and 1” at doors glass.
3 PPG product glass with 10 year insulated glass warranty and 5 year delamination warranty is being priced in lieu of Viracon.
4 Quantity 1 each Type A thru Type J (no D), including doors and Quantity 3 type K.
5 Fixed 16’x4’ and 8’x4’ storefront at storefront types C and F – to be removed by others and replaced with overhead door provided by Tenant.
$\text{B.3 Roofing:}$

1. A second layer of membrane over section showing solar on roof plan per key note A50 on sheet A102 is not included, see add alternate below.

2. Furnish and install new Fibertite 45 Mil roofing system mechanically attached over entire roof area per manufacturer’s guidelines.

3. Furnish and install (1) layer of 3.3” insulation over pre-sloped metal roof decking. At low roof provide a R19 average tapered layout to roof drain.

4. Furnish and install ½” cover board over each roof area.

5. Furnish and install, at city space requirement areas only, new KEE flashings at the following penetrations: (1) 6’x4’ RTU, (1) 2’x2’ exhaust curbs, (3) VTR, (1) standard 30”x54” roof hatch.

6. Above tenant space no roof curbs or flashing included for tenant work. These areas will be membraned over.

7. Furnish and install new (12”) average wall flashings at interior wall per manufacturer’s guidelines.

8. Furnish and install KEE walk pads at city space requirement areas only, as shown on roof plans per manufacturer’s guidelines.

9. Furnish and install taper crickets as shown on roof plans in between screen wall opening.

10. Furnish and install new shop fabricated .040 alum Fibertite clad scuppers though screen wall openings.

11. Furnish and install roof drain flashings at lower roof per manufactures guidelines.

12. Furnish and install (2) layers of wood blocking attached per Florida building code at roof edge.

13. Furnish and install new shop fabricated .032 mil aluminum counter flashings as necessary.

14. Furnish and install shop fabricated .050 kynar aluminum coping caps at parapets (Standard colors).
Furnish and install new shop fabricated .040 aluminum fibertite clad metal at perimeter.

Furnish and install shop fabricated .040 kynar box gutters and downspouts as shown on roof plans (standard colors).

Upon completion furnish a 20-year “no dollar limit” manufacturer warranty

Upon completion furnish a Roofing Contractor’s 2-year workmanship warranty.

Lightning protection is not included.

C.1 Interiors:

1. Interior offices are YKK YES45FS storefront and wide stile 50D doors. Clear anodized plus with ¼” clear tempered glass. Door hardware to include butt hinges, Falcon W511P or W561P per schedule lever handle with lock, no closers, no thresholds, excludes wall stops.

2. No fire rated frames, doors or glazing.

3. Interior glazing includes ¼” clear tempered.

4. Concrete walls nominal 7/8” thick stucco applied to self-furring metal lath with sand float texture. Weather barrier applied first to concrete wall.

5. Metal framed walls, framed with 8” 18ga G60 metal framing with one layer 5/8” Densglass Gold, self-furring metal lath, nominal 7/8” thick stucco with sand float texture. Framing sizes and gages may vary according to plans and specifications.

6. Horizontal framed surfaces framed with 3-5/8” 18ga G60 metal framing with one layer 5/8” Densglass Gold, self-furring metal lath, nominal 7/8” thick stucco with sand float texture. Framing sizes and gages may vary according to plans and specifications.

7. Stucco finishes to be sand float texture, with control joints as shown.

8. All joints and intersections of stucco accessories are to be caulked with an exterior urethane caulk.

9. All stucco trim accessories of PVC plastic.

10. 6” metal strip lath at transitions of dissimilar substrates.

11. Interior partitions framed, hung, and finished as noted on sheet A-800, braced as required, with level 4 drywall finish.

12. Interior rated partitions, same as interior partitions, except framing and drywall extending to deck above with fire caulking at all perimeters.

13. Typical drywall ceilings framed with 3-5/8” 20ga G40 metal framing at 16” o.c., braced as required, with one layer 5/8” type x gypsum board on one side, with level 4 drywall finish.

14. Metal framing to comply with SSMA limiting wall heights at 5PSF & L/240.

15. One layer 5/8” Durock at locations scheduled to receive ceramic tile base.

15. One layer 5/8” moisture resistant at restrooms and plumbing penetrations.

17. Concrete piles to remain unfinished without paint.

18. Flood proof finishes are not included.

19. Office address and building address assume 4 numbers.
D.2 Plumbing:

1. Grease traps are not included in this addendum proposal.
2. Plumbing waste/vent above and below slab are to be PVC.
3. Domestic water to be CPVC.
4. Underground waste to be stubbed 5’ from building and provide fittings for future connections.
5. Domestic water to be stubbed into building and valve capped for future tenant.
6. Hangers under building to be galvanized.
7. All sleeves shown in tenant space per sheet A-101.1 will be laid out and installed per drawing dimensions. No coordination with kitchen equipment manufacturers or tenant will be done by Skanska. Per City direction tenant will build to drawings.
8. Floor sinks and floor drains in tenant space are excluded.

D.3 HVAC:

1. Proposal only includes mechanical as shown for landlord spaces. Any work in the tenant colored coded areas is excluded.
2. F&I 1 each Aaon RTU (RTU #3). Includes all accessories, including airflow monitors, includes hurricane tie downs, and curbs.
3. F&I 1 each Mitsubishi mini-split unit with controller and associated piping. Includes condenser stand on roof with hurricane tie downs.
4. F&I copper condensate with insulation, roof support stands for rooftop units, routed to nearest drain.
5. F&I 5 each VAV boxes.
6. F&I grilles and diffusers.
7. F&I fire dampers.
8. F&I sheet metal ductwork, flex duct, insulation as indicated.
9. Start-up units.
11. Manufacturer’s warranties.
12. One-year workmanship warranty on materials furnished and labored.
13. Commissioning is not included.
14. Mechanical: Skanska includes ventilation by means of exhaust fans and/or louvers for tenant shell space. Skanska will coordinate phasing of how roof mounted curbs, equipment, and penetrations are handled with roofing contractor.
D.4 Fire Sprinkler:

1. Installation of sprinkler system as shown on fire protection drawings.
2. White/chrome pendant heads in all areas with ceilings, Brass uprights in all spaces exposed to structure.
3. It is assume the head layout on the plans provided is adequate for coverage.
4. Steel pipe with cast iron fittings per NFPA.

D.5 Electrical:

1. Proposal only includes electrical as shown for landlord spaces and code minimum for tenant areas. Any work in the tenant colored coded areas is excluded.
2. Aluminum feeders are being used in lieu of copper per alternate 4 in the alternates section of the specifications.
3. All conduit above ground to be EMT or MC cable type.
4. F&I 6 each A Fixtures.
5. F&I 10 each B Fixtures.
6. F&I 8 each C Fixtures.
7. F&I 10 each D Fixtures.
8. F&I 4 each E Fixtures.
9. F&I 6 each EM Fixtures.
10. F&I 2 each F Fixtures.
11. F&I 2 each M Fixtures.
12. F&I 17 each ME fixtures.
13. F&I 5 each N Fixtures.
14. F&I 2 each X Fixtures.
15. F&I OS wall and ceiling OS sensors.
16. F&I SP switches and Vacancy sensors.
17. F&I 1 each plywood backboards as per drawing E-501.
18. F&I on CT meter and CT can for 400A and 200A service.
19. F&I MDP and mains 2 feeders to utility transformer.
20. F&I dock panel and OA panel.
21. F&I grounding system as per drawing E-501.
22. F&I 2 each conduit from telco site area to data backboard.
23. F&I of data raceway systems for city space/green area only.
24. F&I fire alarm raceway system for city space/green area only.
$F&I$ TV raceway system for city space/ green area only.
$F&I$ WP/ GFCI receptacles on exterior of building for city space/ green area only.
$F&I$ GFCI and receptacle on floor plan for city space/ green area only.
$F&I$ disconnects for EWH and IWH for city space/ green area only.
$F&I$ floor boxes as per drawings for city space/ green area only.
Intercom systems are not included.
Data systems are not included.
TV and audio systems are not included.
POS and menu systems are not included.
Utility company primary side is excluded.
Lightning protection is not included.

Item A50 on sheet A-102 Miasole Flex Series Direct Adhere Solar Panel and Raceway is not included in base bid.

Electrical Service No 1. Restaurant: From Duke 208Y/120V/3-phase utility transformer, Skanska includes providing 1200-amp service conduit only, underground and stubbed-up to underneath C/T cabinet. Skanska also provides underground stub-in from C/T cabinet to underneath panel “MPD”. Skanska will provide pull line and cap for future tenant. Maintain rough-in and trim out of devices and fixtures for exterior walls and exterior soffit lighting with empty conduit stubbed through perimeter wall into tenant space. No conduit rough-in for tenant areas is included within slab as noted on narrative, tenant to complete all as shown or required. Tenant electrical contractor to run all below slab or overhead as required.

Electrical Service No 2. Office: From Duke 208Y/120V/3-phase utility transformer, Skanska will provide complete 200-amp service feeder conduit and wire, meter, main circuit breaker, and feeder to complete panel “OA” including grounding. Skanska will provide circuit for FACP. Skanska will provide all circuiting in buildout of city office space. Skanska will provide one 20-amp, 120-volt, temporary lighting circuit for tenant shell space with toggle switch at front door. Skanska will provide constant temporary power to exit signs/emergency lights at egress doors within tenant space. Skanska will provide minimum switched strip lighting in tenant shell space. Skanska will provide rough-in and trim out of devices and fixtures for exterior walls and exterior soffit lighting 100% complete out of panel OA as shown, however, devices and fixtures for exterior walls and exterior soffit lighting that are fed and controlled by tenant panels and/or controllers will be roughed in and trimmed out with fixtures only with empty conduit stubbed through perimeter wall into tenant space for extension and completion by tenant to tenant distribution panel. If pier approach park WIFI and security cameras need to be installed and running prior to the Office tenant build-out, then service #3 “office” will need to be installed including A/C and walls for the office break/data room.

Electrical Service No 3. Dock: From Duke 208Y/120V/3-phase utility transformer, provide complete 400-amp service feeder conduit and wire, meter, main circuit breaker, and feeder to complete panel “DOCK” including grounding.

Fire Alarm System: Skanska will provide FACP, voice evacuation panel, and smoke detector over panel. Skanska will provide complete fire alarm build out within city space. Skanska will provide three temporary 110 candela horn strobes and threepull stations in tenant shell space. Two at restaurant egress doors and on at receiving door. Skanska will provide all flow and tamper devices, the Knox box, and exterior weather proof horn strobe. Skanska will provide required phone line connections to
dialer in FACP. Active phone lines and monitoring services to be provided by the City. Phones lines and monitoring must be in place prior to inspection.

4. Low Voltage System: Provide all entrance conduit systems to building. Fire alarm system will require active phone lines for dialing out to a monitoring agency. Provide rough-in for any data device mounted on the exterior walls.

E Equipment and Furnishings:

1. Manual roller shades at the office area have been included. Hunter Douglas manual roller shades mounted within surface pocket. Fabric proposed: Natte 5%, color: TBD (Standard).

2. No equipment and furnishings included beyond the manual roller shades at the office area.

3. Furniture in the office area is not included.

G Site work:

1. Site work is not included as part of Doc Fords proposal. Pier Approach project to include fire systems are brought 1’ above finished floor, sanitary, and water systems are brought to within 5’ of building.

2. Landscape and irrigation are excluded and part of Pier Approach project.

3. Podocarpus hedge with irrigation (that would take the place of the add alternate wood screen shown on sheet A-611) is not included.
ALLOWANCES

In order to provide the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell per Owner’s requested delivery date, a number of cost allowances had to be established. These allowances are intended to provide for all direct construction costs associated with each of these items. Indirect costs are not included in allowances.

1 Builders Risk Allowance: $17,230
2 Bond Allowance: $17,230

ADD ALTERNATES

1 Solar System: MIA Solo Flex Series - 02W Flexible Solar Panels Qty-84: $82,690
2 A second layer of membrane over section showing solar on roof plan has been included as fibertite per key note A50 on sheet A102: $10,000
3 Provide IPE wood screen to match stair and rampper sheet A-611: $81,199
4 If Hardie Artisan V-Rustic siding is used in lieu of cedar tongue and groove siding with two coats of latex satin finish: $12,000
5 To change from aluminum feeders to copper: $6,000
6 Secosouth, Inc; API-2000 added cost: $16,000

DEDUCT ALTERNATES

1 In lieu of IPE wood patio decking (at stairs and ramp), provide Wear Deck surface decking: $(14,375)
2 To use Weardeck in lieu of IPE for wood screen: $(29,210) (New Price for Weardeck screen would be $51,989)

*Allowances/ Add Alternates/ Deduct Alternates are direct costs only and that if any are elected soft costs would be applied to each consistent with Skanska’s proposal.
The Document Log that follows represents the information that forms the Pier Approach GMP Addendum No. 5 price for the Full Doc Ford Core & Shell and associated clarifications defined herein.
The Contract Documents include the following documents, attached as separate sheets.

**DOC FORD’S SPECIFICATIONS – ADDENDUM 01**

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**EXHIBIT “B”**

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year**, by and between [insert full legal name of subcontractor/seller] and **SKANSKA USA BUILDING INC.** for [insert trade work/goods and services] at [insert project name and location].

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**Drawings, Sketches, Specifications, Addenda, and Other Documents (06/2006 ed. Rev. 0)**
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EXHIBIT “B”
Attachment to Subcontract/Purchase Order No. xxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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APPENDIX
GEOTECH REPORT
GEOTECH REPORT ADDENDUM LETTER 1
GEOTECH REPORT ADDENDUM LETTER 2
EXHIBIT “B”

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Drawings, Sketches, Specifications, Addenda, and Other Documents
(06/2006 ed. Rev. 0)
# EXHIBIT “B”

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated **mm dd, year**, by and between [insert full legal name of subcontractor/seller] and **SKANSKA USA BUILDING INC.**, for [insert trade work/goods and services] at [insert project name and location].

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**EXHIBIT “B”**

Attachment to Subcontract/Purchase Order No. xxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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### EXHIBIT “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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### Exhibit “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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**EXHIBIT “B”**

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated **mm dd, year**, by and between [insert full legal name of subcontractor/seller] and **SKANSKA USA BUILDING INC.**, for [insert trade work/goods and services] at [insert project name and location].

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**Summary**

- **Construction**
  - **Pier Approach**
  - **New Pelican Lot**
  - **Doc Fords Restaurant**
- **Structure**
  - **Drive Plats**
  - **Grade Pond Below Slab**
  - **Install Storm RCP Between Storm 313 & Storm 314**
  - **Elevated Slab Foundations**
  - **Grade Beams E/F/R/P**
  - **Shearwalls (F/R/P)**
  - **Elevated Slab Shoring Formwork**
  - **Elevated Slab Reinforcing & Decking**
  - **Install Roof Beams**
  - **Install Roof Joints, Bridge & Frames**
  - **Install Roof Decking**
  - **Install Parapet Steel**
  - **Roof Deck Inspections**
  - **Storefront Support Steel**

**Data Date:** 27-Nov-18  **Date Printed:** 11-Dec-18
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**Summary:**

**Actual Work**

**Remaining Work**

**Milestone**
6 Appendix - A

• RFI Responses.
• Solar Panel E-mail Removal.
• Overall Pier Approach Schedule
ST. PETERSBURG CITY COUNCIL

Meeting of January 3, 2019

Report

TO:     The Honorable Charlie Gerdes, Chair, and Members of City Council

FROM:   Chris Ballestra, Managing Director of Development Coordination and
        Enterprise Facilities Director

SUBJECT: First Amendment to Lease Agreement with DF St. Pete, LLC D/B/A Doc Ford’s
        Rum Bar and Grille

EXPLANATION:

As a part of the program, operations and fit-up for the new St. Pete Pier™, a lease with Doc Ford’s
Rum Bar and Grille (“Doc Ford’s”) was entered into on April 20, 2018. The core & shell for Doc
Ford’s (Skanska/Doc Ford’s Addendum No. 5) will consist of approximately 10,305 square feet of
which approximately 6,606 square feet will be interior space and 3,380 square feet will be exterior
covered space. Following lease execution, a detailed design process and pricing review ensued. The
City’s agreement with Doc Ford’s, pre-design, anticipated a $2,500,000 building core and shell cost
with a reserve allowance for unknown conditions of $500,000. On June 14, 2018, Council authorized
proceeding with deep foundation piles (Skanska/Doc Ford’s Addendum No. 1) required in this wa-
terfront zone, which due to velocity zone requirements required an approximate $800,000 in added
foundation costs. To achieve the final restaurant size, program and construction requirements, the
City’s final restaurant foundation, core and shell costs will total approximately $3,500,000. The final
GMP on City costs for this facility are being processed via Skanska Addendum No. 5 carried under a
separate Council item. An agreement with Doc Ford’s has been reached on the resulting facility, to
be owned and constructed by the City, and Doc Ford’s obligations regarding interior construction,
tenant improvements and operations.

The tenant fit-out costs have escalated as well. In a change from the original lease, which had antici-
pated Skanska’s construction of the interior restaurant space, Doc Ford’s will contract directly with
a third-party contractor performing 100% of Doc Ford’s interior construction and tenant improve-
ments. Doc Ford’s will directly pay for the entire amount of that buildout outside of the City’s build-
ing core and shell obligations. The logistics involve the City turning over the facility to Doc Ford’s
contractor following receipt of a temporary certificate of occupancy (“TCO”) on the building core
and shell.
In the original lease with Doc Ford’s, the City did not provide Doc Ford’s a tenant improvement allowance to help offset those costs. It is customary in the marketplace for major projects and consistent with the Pier’s other major restaurant at the head of the Pier to have a tenant improvement allowance. Leases of this nature requiring a substantial tenant improvement contribution typically have substantially longer terms than the charter limited ten (10) years at the Pier. This amendment provides an allowance, not in the form of construction budget contribution, but in a combination of adjusted rental rate and common area maintenance ("CAM") reduction during the first five (5) years of term. The rental rate will be $220,000 per year (plus applicable taxes), a $50,000 reduction, for the first five (5) years after operations commence. The common area maintenance ("CAM") fee will be $50,000 per fiscal year, a $50,000 reduction, for the first five (5) years after operations commence. From years 6 through 10 of the lease term, both the rental rate and CAM are restored.

The City will also be reimbursed for architectural fees associated with the interior build out totaling $127,500. These adjustments do not impact our construction budget nor jeopardize our future operating budget. The resulting deal is still compatible with both the Pier and marketplace given the significant investment by Doc Ford’s in the City owned facility, all adjustments staying within the overall project capital and operating budgets. Additionally, Doc Ford’s contractor will be required to maintain appropriate insurance coverages consistent with overall project coverages to ensure City protections outside the City’s established contractor coverages.

RECOMMENDATION:

Administration recommends approval of the First Amendment to the Doc Ford’s Lease Agreement.

ATTACHMENTS:

1. First Amendment to the Doc Ford’s Lease Agreement

APPROVALS:

Administration:

[Signature]
RESOLUTION NO. 2019-__

APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND DF ST. PETE, LLC D/B/A DOC FORD'S RUM BAR & GRILL DATED APRIL 20, 2018; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and DF ST. PETE, LLC D/B/A Doc Ford's Rum Bar & Grill ("Doc Fords") entered into a lease agreement on April 20, 2018 ("Lease"), for Doc Fords to operate a restaurant on the Premises (as defined in the Lease) and be responsible for the interior build out; and

WHEREAS, the City and Doc Fords desire to amend the Lease to (i) revise the parties’ obligations during the pre-opening period, (ii) adjust the amount of base rent and common area maintenance costs Doc Fords pays for the first five years after operations commence, and (iii) modify other necessary provisions; and

WHEREAS, Doc Fords has agreed to the terms and conditions set forth in the First Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Lease Agreement between the City of St. Petersburg, Florida, and DF ST. PETE, LLC D/B/A Doc Ford's Rum Bar & Grill dated April 20, 2018, is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the First Amendment.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
00419374

Administration
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this ___ day of January, 2019, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and DF ST. PETE, LLC D/B/A Doc Ford's Rum Bar & Grill, a Florida limited liability company, ("Lessee"), whose post office address is C/O HM Restaurant Group, 17100 Safety Street #201, Fort Myers, 33908, (collectively "Parties").

WITNESSETH:

WHEREAS, the City and Lessee entered into a lease agreement on April 20, 2018 ("Lease"), for Lessee to operate a restaurant on the Premises and be responsible for the interior build out; and

WHEREAS, the City and Lessee desire to amend the Lease to (i) revise the Parties' obligations during the Pre-Opening Period, (ii) adjust the amount of Base Rent and CAM costs Lessee pays for the first five years after operations commence, and (iii) and modify other necessary provisions.

NOW THEREFORE, in consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy which are hereby acknowledged, the Parties hereto agree as follows:

1. RECITATIONS: The above recitations are true and correct and are incorporated herein by reference.

2. CAPITALIZED TERMS: All capitalized terms in this First Amendment shall have the same meaning specified in the Lease unless otherwise set forth herein.

3. EFFECTIVE DATE: The effective date of this First Amendment shall be the date the City executes this First Amendment.

4. THIRD WHEREAS CLAUSE IS HEREBY AMENDED TO READ AS FOLLOWS:

WHEREAS, the restaurant space will consist of approximately 10,305 square feet, of which approximately 6,606 square feet is air conditioned, 3,380 square feet is covered open air seating, and 320 square feet is a receiving area (collectively, "Premises"), which is depicted in Exhibit "B";
5. **PARAGRAPH 2.10. IS HEREBY AMENDED TO READ AS FOLLOWS:**

2.10 "Operating Period" means the period commencing at 12:01 A.M. on the latter of (i) the opening day of the Pier, or (ii) three (3) months after the Premises Delivery Date, as defined herein, and continuing throughout the Term.

6. **PARAGRAPH 6.1. IS HEREBY AMENDED TO READ AS FOLLOWS:**

6.1 Base Rent:

6.1.1 Commencing on the first day of the Operating Period and continuing for five (5) years thereafter, Lessee shall pay Base Rent to City in the amount of two hundred thirty-two thousand five hundred and forty dollars ($232,540.00) annually. This amount includes two hundred twenty thousand dollars ($220,000.00) plus five point seven percent (5.7%) sales tax on that amount. Lessee shall pay Base Rent in equal monthly payments of $19,378.33, by the Due Date, for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.

6.1.2 At the end of the five (5) year period set forth in paragraph 6.1.1 above, and continuing until the end of the Term, Lessee shall pay Base Rent to City in the amount of two hundred eighteen thousand three hundred and ninety dollars ($283,390.00) annually. This amount includes two hundred seventy thousand dollars ($270,000.00) plus five point seven percent (5.7%) sales tax on that amount. Lessee shall pay Base Rent in equal monthly payments of $23,782.50, by the Due Date, for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.

7. **PARAGRAPH 7. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

7. **COMMON AREA MAINTENANCE:**

7.1 Commencing on the first day of the Operating Period and continuing for five (5) years thereafter, Lessee shall pay the City fifty thousand dollars ($50,000) for common area maintenance and other Pier expenses ("CAM") costs each Fiscal Year. The City shall, in its sole discretion, determine how to expend the CAM costs paid by Lessee and shall provide such information to Lessee each Fiscal Year. On a monthly basis, Lessee shall pay the City 1/12th of the CAM costs, which shall be collectable as Additional Rent. In the event that CAM costs is owed for a portion of a Fiscal Year but not the entire Fiscal Year, Lessee’s CAM costs shall be adjusted on a pro rata basis to reflect the number of days in
the Fiscal Year that this Lease is in effect. The CAM costs paid by Lessee pursuant to this Lease shall only be used by the City for Pier CAM purposes. Commencing after the first Fiscal Year Lessee pays CAM costs pursuant to this Lease and continuing until the end of the Term, the City on or before August 1st shall provide Lessee with an estimated budget for the CAM costs to be paid by Lessee pursuant to this Lease for the upcoming Fiscal Year.

7.2 At the end of the five (5) year period set forth in paragraph 7.1 above, and continuing until the end of the Term, and subject to 7.3 below, Lessee shall pay the City an amount equal to ten dollars ($10) multiplied by the number of square feet of the Premises for common area maintenance and other Pier expenses ("CAM") costs each Fiscal Year. The City shall, in its sole discretion, determine how to expend the CAM costs paid by Lessee and shall provide such information to Lessee each Fiscal Year. On a monthly basis, Lessee shall pay the City 1/12th of the CAM costs, which shall be collectable as Additional Rent. In the event that CAM costs is owed for a portion of a Fiscal Year but not the entire Fiscal Year, Lessee’s CAM costs shall be adjusted on a pro rata basis to reflect the number of days in the Fiscal Year that this Lease is in effect. The CAM costs paid by Lessee pursuant to this Lease shall only be used by the City for Pier CAM purposes.

7.3 Commencing at the end of the five (5) year period set forth in paragraph 7.1 above, and continuing until the end of the Term, the City, on or before July 1st, shall review shall review Lessee’s CAM costs based on the proposed Pier operating budget for the upcoming Fiscal Year. Based upon such review, the City may increase Lessee’s CAM costs by an amount not to exceed five percent (5%) each year during the Term. Any increase shall become effective on the 1st day of the new Fiscal Year.

7.4 Lessee shall be responsible for all other expenses associated with the Premises that are not covered by the CAM costs. This shall include, but is not limited to, other taxes, fees, and charges outlined in this Lease.

8. PARAGRAPH 10. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

10. PRE-OPENING PERIOD OBLIGATIONS:

10.1 City Obligations: Subject to City Council approval, the City shall be responsible for retaining W Architecture and Landscape Architecture, LLC, the Pier approach architect ("W Architecture") to design (i) the building located on the Pelican Parking Lot that will include the Premises and administrative office space, with input from the Lessee and (ii) the interior of the Premises. The City and Lessee shall mutually agree to the floor plan for the interior of the Premises. The City’s contract with W Architecture shall provide
that the design shall comply with all applicable Laws. The City shall provide an accounting to Lessee of the design costs incurred by the City for the design of the interior of the Premises promptly upon completion of the design. Subject to City Council approval, the City shall retain Skanska USA Building, Inc., construction manager for the Pier ("Skanska"), (i) to provide pre-construction services and (ii) to construct the building (that will include the Premises and administrative office space) with the exterior envelope and structural system, plumbing main line, electric service to the main disconnect panel, code minimum lighting, and code minimum fire sprinkler system. The City shall be responsible for the exterior landscaping. The City anticipates obtaining a temporary certificate of occupancy ("TCO") by the end of September 2019. Once the City has obtained the TCO, it will deliver the building that includes the Premises with the exterior envelope and structural system, plumbing main line, electric service to the main disconnect panel, code minimum lighting, and code minimum fire sprinkler system to Lessee. Such delivery date shall be referred to as the "Premises Delivery Date". Prior to the Premises Delivery Date and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

10.2 Lessee’s Obligations: Lessee, in consultation with the City (including any designated representatives of the City), W Architecture, and Skanska shall develop a tenant improvement plan ("TI Plan"), which TI Plan shall describe the interior finish and tenant improvements and Trade Fixtures needed for Lessee’s operations. Lessee’s final TI Plan is attached hereto as Exhibit "E". Lessee shall be responsible for retaining a contractor to construct the interior improvements set forth in the final TI Plan. The construction contract between Lessee and its contractor shall include:

(i) a requirement that the contractor obtain and maintain the following insurance and bonding requirements: (a) Commercial General Liability policy on an occurrence basis with at least a $2,000,000 per occurrence limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability, protecting the City, the Manager, Skanska, and Lessee against all claims or demands that may arise or be claimed on account of the contractor’s use of the Premises for construction of the interior improvements set forth in the final TI Plan, (b) Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles, (c) Workers’ Compensation Insurance in compliance with the laws of the State of Florida, (d) Employer’s Liability
coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease, and (e) The contractor shall furnish a Public Construction Bond executed by a surety company duly authorized to do business in the state of Florida bond form approved by the City Attorney or her designee. The amount of the bond shall be equal to the amount of the contract between Lessee and its contractor for the interior improvements as security for the faithful performance of such contract and as security for the payment by the contractor of all persons performing work pursuant to the contract. The City, Manager, Skanska, and Lessee shall be obligees under this bond. The Surety company shall have a rating classification of "A" and a financial category of Class VII as evaluated in the current Best's Key Rating Guide, Property – Liability; (b) the contractor shall work cooperatively with Skanska and the City and coordinate with Skanska on the staging and access needed for the work; (c) comply with any procedures and requirements of Skanska related to access and safety; and (d) the City, Manager and Skanska shall be named as indemnified parties on any indemnification provided by the contractor.

Lessee, at its costs and expense, shall be responsible for paying its contractor to construct the interior improvements set forth in the final TI Plan. In addition, the Lessee shall be responsible for (i) reimbursing the City for design costs incurred by the City for design of the interior of the Premises in an amount not to exceed $127,500, (ii) all inspection costs and expenses requested by Lessee for the construction of the interior improvements set forth in the final TI Plan, and (iii) costs to obtain a building permit for such interior improvements. Lessee hereby releases, waives, discharges and covenants not to sue the Indemnified Parties, as defined herein, from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, arising out of or in connection with the design of the interior of the Premises by W Architecture or any of its subconsultants.

As assurance to the City that Lessee will construct the interior improvements set forth in the final TI Plan, Lessee agrees to the following milestones:

(i) Lessee shall reimburse the City for design costs within thirty (30) day after receipt of the signed and sealed drawing for the interior of the Premises;
(ii) Within fifteen (15) days after receipt of payment for design costs, the City shall provide Lessee with the final signed and sealed drawing for the interior of
the Premises;

(iii) Lessee shall submit plans to the City's building department in order to obtain a permit for the interior improvements set forth in the final TI Plan by March 1, 2019;

(iv) Lessee shall provide the City with an executed copy of the construction agreement between Lessee and its contractor for construction of the interior improvements set forth in the final TI Plan by May 1, 2019; and

(v) Within ten (10) day after the Premises Delivery Date, Lessee shall issue a notice to proceed to its contractor to commence construction of the interior improvements set forth in the final TI Plan.

Lessee acknowledges and agrees that the City shall not be responsible or liable for any costs and expenses related to the interior improvements set forth in the final TI Plan.

9. **PARAGRAPH 13. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

13. **CONDITION OF PREMISES:** On the Premises Delivery Date, Lessee shall inspect the building that includes the Premises with the exterior envelope and structural system, plumbing main line, electric service to the main disconnect panel, code minimum lighting, and code minimum fire sprinkler system and accept the condition of the such building in an "as is" condition. As of the Premises Delivery Date, the City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. Notwithstanding the foregoing and without limiting Lessee's obligations set forth in paragraph 14, Lessee shall not be responsible or liable for any latent defects in the construction of the building that includes the Premises with the exterior envelope and structural system, plumbing main line, electric service to the main disconnect panel, code minimum lighting, and code minimum fire sprinkler system. Nothing herein shall be construed to limit Skanska's obligation to correct punch list items, provide any warranties and perform its other obligations required pursuant the construction manager contract between the City and Skanska.

10. **THE FIRST SENTENCE OF PARAGRAPH 25. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

25. **ENVIRONMENTAL COMPLIANCE:** As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises and Lessee shall not be responsible or liable for any Claims related to a violation of any Environmental Laws on the Premises which occurred prior to the Premises Delivery Date.
11. **PARAGRAPH 31. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

31. **IMPROVEMENTS TO PREMISES:** Except for interior improvements made by Lessee pursuant to paragraph 10.2, Lessee shall not make or permit to be made any alterations, additions, improvements or changes ("Improvements") in the Premises without, in each case, first obtaining the written approval of the City in accordance with this Lease. Such written approval may be conditioned upon a payment and performance bond required pursuant to Section 255.05, Florida Statutes being obtained and provided to the City for such alterations, additions, improvements, or changes. Additionally, Lessee shall obtain all required permits at its sole costs and expense.

12. **PARAGRAPH 32. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

32. **OWNERSHIP OF IMPROVEMENTS:** Except for Trade Fixtures and other personal property of Lessee that is not permanently attached to the Premises ("Lessee's Personal Property"), all Improvements, including interior improvements made pursuant by Lessee pursuant to paragraph 10.2, made to the Premises by either party shall immediately become the property of the City and shall remain so during the Term of this Lease and upon expiration or earlier termination thereof.

13. **PARAGRAPH 38.1. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.1. Commencing on the Premises Delivery Date and continuing until the end of the Term, the Lessee shall obtain and maintain at Lessee’s cost, the following insurance, written by a firm that is authorized to conduct operations in the State of Florida, and rated "A-" or better by a rating agency such as A.M. Best or its equivalent. The policy or policies shall have following minimum coverages and limits:

14. **PARAGRAPH 38.2. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.2. Lessee shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages within forty-eight (48) hours after the Premises Delivery Date and at each subsequent policy renewal. At the City’s request, Lessee shall provide the City with a copy of each policy required by this Lease.

15. **PARAGRAPH 38.7. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.7 Commencing on the Effective Date and continuing until the Premises Delivery Date, Lessee shall only be required to obtain and maintain, at Lessee’s cost, the types and amounts of insurance set forth in subparagraph 38.1.3 and subparagraph 38.1.4, above, unless otherwise required by the City’s Risk Management Department. The requirements set forth
in subparagraphs 38.2, 38.3, 38.4, 38.5 and 38.6 shall apply during this time period. The
insurance set forth in subparagraphs 38.1.5. and 38.1.6. shall not apply until commencement
of the Operating Period, unless Lessee serves liquor prior to commencement of the Operating
Period. If Lessee serves liquor prior to commencement of the Operating Period, Lessee shall
obtain and maintain the insurance required by subparagraph 38.1.5.

16. PARAGRAPH 38.8. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

38.8. Except as set forth in paragraph 10.2, any permitted sublessee under this Lease or
other persons contracting with the Lessee shall maintain the following minimum insurance
coverages and limits unless otherwise required by the City's Risk Management Department:

17. PARAGRAPH 39.4. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

39.1. No Liens. Neither Lessee nor anyone claiming by, through or under Lessee shall
have the right to file or place any mechanic's or materialman's lien or other lien of any kind
or character whatsoever upon the Premises, the interior improvements made by Lessee
pursuant to paragraph 10.2, or Improvements thereon or upon the interest of Lessee herein.

18. PARAGRAPH 40.1.1.2. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

40.1.1.2. Lessee's failure to perform any covenant, promise or obligation contained in this
Lease, including but not limited to Lessee's obligations set forth in paragraph 10.2;

19. PARAGRAPH 59. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

59. AMERICANS WITH DISABILITIES ACT OF 1990: Lessee assumes all responsibility
including, but not limited to, financial, construction and physical modification costs,
provision of auxiliary aids, services and legal costs, for ensuring compliance of the Premises
with all aspects of the ADA and any amendments thereto and regulations promulgated
thereunder, including, but not limited to, Title II, Structural and Title III, Programmatic
Accessibility Standards, as well as any future amendments with respect to the operation and
control of the Premises following the Premises Delivery Date and related to the Permitted
Use. Lessee shall not be responsible or liable for Claims alleging that the design or
construction of the building that includes the Premises with the exterior envelope and
structural system, plumbing main line, electric service to the main disconnect panel, code
minimum lighting, and code minimum fire sprinkler system by the City failed to comply with
the ADA in effect on the Premises Delivery Date.

20. Any and all provisions of the Lease not specifically amended by this First Amendment shall
remain in full force and effect.
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

WITNESSES: (as to Lessee)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

 Typed, Printed or Stamped Name

LESSEE: DF ST. PETER, LLC

By:

Printed Name: MARTIN J. HAMM

Title: President
CITY: CITY OF ST. PETERSBURG, FLORIDA

Rick Kriseman
As Its: Mayor

Date:____________________

ATTEST:

Chan Srinivasa, City Clerk

(City Seal)

REVIEWED:

Alfred Wendler, Acting Director
Real Estate & Property Management

APPROVED BY:

Chris Ballestra, Managing Director
City Development

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)

By:____________________
Assistant City Attorney
00418851 FINAL
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Council Chair and Members of City Council

Subject: Approving the purchase of sodium hypochlorite from Odyssey Manufacturing Co. for the Water Resources Department, at a total cost of $639,000.

Explanation: This purchase is being made from a joint bid with Tampa Bay Water, Bid No. 2019-005. The vendor will furnish and deliver liquid sodium hypochlorite, which is used to disinfect wastewater at the City's water reclamation facilities.

The Procurement Department, in cooperation with the Water Resources Department, recommends an award utilizing Tampa Bay Water Contract No. 2019-005:

Odyssey Manufacturing Co.(Tampa)..............................................................................$639,000

Odyssey Manufacturing Co., the lowest responsible and responsive bidder, has met the requirements of Bid No. 2019-005. The company is headquartered in Tampa, FL, and has been in business since 1998. It has satisfactorily provided these services to the City in the past. This agreement will be effective through September 30, 2019, with three, one-year renewal options.

This purchase is made in accordance with Section 2-256 (1) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities. A blanket purchase agreement will be issued and will be binding only for actual quantities received.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001) Water Resources Department Northeast WRF (4202173), Northwest WFR (4202177), and Southwest WRF (4202181).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]
## BID OPENING TABULATION

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<td>LAILA MARTIN</td>
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A RESOLUTION APPROVING THE PURCHASE OF SODIUM HYPOCHLORITE FROM ODYSSEY MANUFACTURING CO. FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $639,000 UTILIZING THE TAMPA BAY WATER BID NO. 2019-005; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase sodium hypochlorite for the Cosme Water Reclamation Facility; and

WHEREAS, pursuant to Section 2-256(1) of the City Code, the Mayor or his designee is authorized to participate in a joint bid process with other governmental entities; and

WHEREAS, Odyssey Manufacturing Co. has met the specifications, terms and conditions of the Tampa Bay Water Bid No. 2019-005; 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 purchase of sodium hypochlorite from Odyssey Manufacturing Co. for the Water Resources Department at total cost not to exceed $639,000 utilizing the Tampa Bay Water Bid No. 2019-005 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00418246
To: The Honorable Council Chair and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Brenntag Mid-South, Inc. for sodium hydroxide (caustic soda) for the Water Resources Department, at an estimated annual cost of $130,000, for a total contract amount of $517,962.

Explanation: On December 3, 2015, City Council approved a one-year agreement for sodium hydroxide through September 30, 2016. The agreement has three one-year renewal options. On September 22, 2016, City Council approved the first renewal. On June 1, 2017, City Council approved the second renewal. This is the final renewal.

The vendor provides sodium hydroxide to the Cosme Water Treatment Plant and Southwest Water Reclamation Facility. This chemical is used in combination with calcium oxide (quicklime) to stabilize the disinfectant (chloramines) and safeguard the potable water. It is also used in conjunction with sodium hypochlorite to maintain the pH balance in the wet scrubbers used for odor control at the water reclamation facilities.

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

Brenntag Mid-South, Inc. (Henderson, KY) ............................................................... $130,000

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<th>Original agreement amount</th>
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</table>

Brenntag Mid-South, Inc. has agreed to uphold the terms and conditions of Tampa Bay Water Contract No. 2016-006, dated September 23, 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 December 31, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001) Water Resources Department Southwest WRF (4202181) and Cosme (4202077).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
**BID OPENING TABULATION**

<table>
<thead>
<tr>
<th>CONTRACT TITLE:</th>
<th>SODIUM HYDROXIDE SUPPLY SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER:</td>
<td>2016-006</td>
</tr>
<tr>
<td>PROJECT MANAGER:</td>
<td>MANDI RICE</td>
</tr>
<tr>
<td>PROPOSAL DATE:</td>
<td>WEDNESDAY, SEPTEMBER 23, 2015, 11:00 A.M.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
<th>RANKING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Universal Corporation</td>
<td>$3,563,270.02</td>
<td>2</td>
</tr>
<tr>
<td>Brenntag Mid-South, Inc.</td>
<td>$3,444,381.97</td>
<td>1</td>
</tr>
<tr>
<td>Uniwar USA, Inc.</td>
<td>$4,442,188.80</td>
<td>3</td>
</tr>
</tbody>
</table>


A RESOLUTION APPROVING THE THIRD RENEWAL OPTION TO THE AGREEMENT WITH BRENNTAG MID-SOUTH, INC. FOR SODIUM HYDROXIDE FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $130,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $517,962; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 3, 2015, City Council approved the award of a one-year agreement ("Agreement") with three one-year renewal options with Brenntag Mid-South, Inc. for sodium hydroxide (caustic soda) for the Water Resources Department pursuant to Tampa Bay Water Contract No. 2016-006, dated September 23, 2015; and

WHEREAS, on September 22, 2016, City Council approved the first one-year renewal option and increased the contract amount in the amount of $130,000 for the first renewal term (for a total contract amount of $237,962); and

WHEREAS, on June 1, 2017, City Council approved the second one-year renewal option and increased the contract amount in the amount of $150,000 for the second renewal term (for a total contract amount of $387,962); and

WHEREAS, the City desires to extend the term and increase the contract amount by $130,000 for the third renewal term (for a total contract amount of $517,962); and

WHEREAS, Brenntag Mid-South, Inc. has agreed to hold prices firm under the terms and conditions of Tampa Bay Water Contract No. 2016-006; 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 third renewal option to the agreement with Brenntag Mid-South, Inc. for sodium hydroxide for the Water Resources Department to extend the term and increase the contract amount in the amount of $130,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $517,962.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00418562
To: The Honorable Council Chair and Members of City Council

Subject: Acknowledging the selection of Hazen and Sawyer, P.C. (Hazen) as the most qualified firm to provide professional services for the NWWRF Influent Pump Station & Screening Replacement Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with Hazen for preliminary design services for the NWWRF Influent Pump Station & Screening Replacement Project, for an amount not to exceed $471,904; and providing an effective date. (Engineering Project No. 18100-111; Oracle No. 16399)

Explanation: On June 20, 2018, the City issued a Request for Qualifications, RFQ No. 6964 Consulting Services, NWWRF Influent Pump Station & Screening Replacement. On July 26, 2018, the City received Statements of Qualifications (SOQ) from the following firms:

1. AECOM Technical Services, Inc.
3. Cardno, Inc.
4. Greeley and Hansen LLC
5. Hazen and Sawyer, P.C.
8. Parsons Transportation Group, Inc.
9. Reiss Engineering, Inc.
10. Tetra Tech, Inc

The SOQs were evaluated based on the following criteria:

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

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

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

The evaluation committee met on August 20, 2018, and shortlisted the following four firms for presentations and interviews:

1. AECOM Technical Services, Inc.
3. Cardno, Inc.
4. Hazen and Sawyer, P.C.

On September 21, 2018, the evaluation committee listened to oral presentations and interviewed the four firms. Following the oral presentations and interviews, the evaluation committee convened and deliberated to rank the firms in accordance with the Consultants Competitive Negotiation Act, Florida Statutes, Chapter 287.055. As a result of the deliberations the firms were ranked as follows:

Continued on Page 2
1. Hazen and Sawyer, P.C.
3. Cardno, Inc.
4. AECOM Technical Services, Inc.

Hazen and Sawyer, P.C. was determined to be most qualified firm, taking into consideration their qualifications and experience, understanding of the project, local knowledge, prior experience with replacement of influent pump stations and screening facilities at existing municipal wastewater treatment facilities, implementation of odor control systems, procedures to ensure maintenance of wastewater treatment facility operations during construction, and the evaluation criteria set forth in RFQ No. 6964. The evaluation committee recommended negotiations with Hazen.

Administration has negotiated an A/E Agreement with Hazen for a not-to-exceed amount of $471,904. Once City Council acknowledges the selection of Hazen, the City and Hazen will enter into an A/E agreement for the NWWRF Influent Pump Station & Screening Replacement. Hazen will provide the following services:

- **Task 1 Project Administration** – Conduct kick-off meetings, coordination meetings, and workshops; manage staff, document filing, status reports, and invoicing; and presentation to City Council as requested.
- **Task 2 Data Review and Evaluation** – Conduct site visits and topographic survey, and collect and review data; evaluate site layout options and lead a workshop; evaluate existing and proposed structures and lead a workshop; evaluate coarse and fine screening options and lead two workshops; evaluate pump station options, perform hydraulic analysis, and lead a workshop; evaluate odor control options, including odor sampling and testing, and lead a workshop; evaluate power distribution and process control system improvements, and lead a workshop; review permit requirements with regulatory agencies; assist with a public outreach program; and prepare Envision Certification using the Envision Sustainable Infrastructure Rating Framework.
- **Task 3 Basis of Design Report** – Prepare and submit draft and final basis of design reports to document design activities and recommendations, including: description of the proposed improvements and a narrative of the design; listing of proposed equipment (design criteria, capacities, make, model, quantities, and key features); preliminary drawings and 3D renderings depicting existing equipment and structures to be removed, paving and drainage improvements, new structures, yard piping, equipment layout and piping within structures, electrical one-line diagrams, process and instrumentation diagrams, and proposed maintenance of operations plan; and an opinion of probable construction cost.

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

Hazen has provided similar services for the City of St Petersburg and the City of Largo, and has performed satisfactorily. The principal of the firm is Charles S. Hocking, president and CEO.

**Recommendation:** The Procurement Department, in cooperation with the Water Resources and Engineering and Capital Improvements departments, recommends that City Council approve the A/E Agreement with Hazen and Sawyer, P.C.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW Inf C. Screen/Odor FY18 Project (16399).

**Attachments:** Technical Evaluation (6 pages)
Meeting Minutes (5 pages)
Appendices A-C (12 pages)
Resolution

**Approvals:**
Technical Evaluation for RFQ 6964
925-87 Consulting Services, NWWRF Influent Pump Station & Screening Replacement

Summary Work Statement

The City received ten Statements of Qualifications (SOQs) for RFQ 6964, Consulting Services, Northwest Water Reclamation Facility Influent Pump Station & Screening Replacement. The successful firm will provide the following services: preparing a preliminary design report and construction documents for new coarse screen, influent pump station, and fine screen facilities, including electrical and control systems, and odor control. Services will be provided in accordance with the City's and Florida Department of Environmental Protection requirements. The SOQs were received from:

1. AECOM Technical Services, Inc.
3. Cardno, Inc.
4. Greeley and Hansen LLC
5. Hazen and Sawyer, P.C.
8. Parsons Transportation Group, Inc.
9. Reiss Engineering, Inc.
10. Tetra Tech, Inc.

Evaluation Committee

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

Brejesh Prayman, Director, Engineering & Capital Improvements, Committee Chair
Diana Smilova, Water & Wastewater Design Manager, Engineering and Capital Improvements
Sylvia Rosario, Chief Operator, Northwest Water Reclamation Facility
Scott Murray, Civil Engineer III, Engineering & Capital Improvements
Charles Wise, Manager, Water Reclamation Facilities, Water Resources

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

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

Offerors' Profiles

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

AECOM Technical Services, Inc. is a California corporation, with its headquarters in Los Angeles. The firm was incorporated in 1970. The Tampa office will serve the City. Of 78,000 employees, 382 are local.

Subconsultants: Electrical Design Associates, Inc. is a state-certified minority and woman owned business enterprise (MWBE), George F. Young, Inc., and Tierra, Inc.

Strengths include: significant relevant experience and successful experience on major City projects; strong proposal; Lift Station 85 designed by them; experienced in alternative construction delivery methods; long-
time team; NWWRF disc filter upgrade, successful; Presented two options; rehab and new pumping station shows aggressive approach to project; the basis of design report was good; suggestion to utilize existing structure option could save money, which is worth considering; experience includes five similar-sized screening projects and seven influential pumping projects; five prior construction-manager-at-risk (CMAR) projects; made a well-structured presentation that followed the written questions they were asked to address; head cells for the selection of the fine screen is a good suggestion.

Weaknesses include: sought more consolidated building structures in the proposed layout; too much detail in the procedure they would use; their suggested reuse of existing structures is not City’s preferred approach; opinion that CMAR engagement could wait until 80 to 90% design development seems late in the process; did not address odor control or the electrical building. The bypass process for the rehab option was not clear; gave three to four months estimate for bypass for operations and maintenance side which seems too short a period; design suggestions lacked long-term operational planning.

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

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

Strengths include: Provided a good maintenance and operations plan; provided three design options with good visuals of the options; available resources are strong; reviewed and is familiar with the CH2M Hill report; several relevant project examples. Their substitute project manager is a waste water treatment plant operator which is a benefit for project design; considered the master plan and coordinating efforts with the plan; prior CMAR project experience; addressed site constraints, project delivery options. Suggested use of jockey pumps in the design; maximization of pump efficiency was well addressed; detailed maintenance of plant operations (MOPO) process; detail given to hydraulic profile and fine screen location; included eleven bypass projects from 3 MGD to 65 MGD. Provided benefits and negatives for various equipment suggestions, which were presented in tabular format; offered accelerated project design; suggested use of hydrodyne screen in lieu of Parkson model for access. The disciplines to perform the project are in-house, which has project management advantages; would include CMAR early in the design process; use soft starts on new structure before demolishing existing structures to avoid treatment issues if startup has complications; design approach based on data analytics; and life cycle cost analysis explained.

Subconsultants: ECHO UES and MC Squared, Inc. (SBE).

Weaknesses include: Did not mention electrical and SCADA integration during presentation.

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

Cardno, Inc. was founded in 1946 and incorporated in Delaware in 2011. The corporate headquarters is in Lone Tree, Colorado. The firm maintains a Clearwater office designated to serve the City, with 112 employees in a company of 1,431 employees.

Strengths include: Strong points in operations; proposed three options for the project; detailed construction sequence; summary of advantages and disadvantages for the three options proposed; suggested combination of full-sized and jockey pumps, which is important for operational flexibility and efficiency; would construct fine screen first, which would protect the aeration system. Considered wet vs. dry times of year in scheduling the work; design concepts were 3-D which showed a lot of thought going into presentation. Beneficial that as-builds were obtained to show underground utilities.
Weaknesses include: The proposed odor control options, which have not been successful for the City in the past; proposed use of multiple subconsultants requires more management and coordination efforts and is the first time this team has been identified to work together on a project. Though the team is experienced, much of the experience is process, mechanical, and instrumentation, not hard design parts of the project, which are being done by a small subconsultant lacking local experience.

Subconsultants: Woodward & Curran, Inc., Electrical Design Associates, Inc. (MWBE), Suncoast Land Surveying, Inc. (SBE/M&WBE), MC Squared, Inc. (SBE and W/DBE), and Wekiva Engineering, LLC.

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

Greeley and Hansen LLC was established in Illinois in 2001. Its company headquarters is located in Chicago. Its Tampa office will service the City, where 33 of approximately 301 employees work.

Strengths include: submitted organized SOQ; suggested new solution for reducing odors at the source with new technology, air-tight plastic bags; hydrogen sulfide resistant concrete; suggested H2S analysis to monitor odor levels for a week or longer to identify the severity of the issue before recommending a solution.

Subconsultants: Biller Reinhart Engineering Group, Inc. (SBE), MC Squared, Inc. (SBE & DBE), and George F. Young, Inc.

Weaknesses include: Suggested no coarse screen in new facility which is not considered advisable; recommended chopper pumps instead of submersible pumps and this could be a major maintenance issue; devoted inordinate amount on odor control, which is not a major problem at the facility; did not comprehend time critical nature of the project by emphasizing studies and testing when this is a CMAR project; local staff is small.

The Statement of Qualifications meets the RFQ requirements. Greeley and Hansen did not make the shortlisted firms invited for presentations and interviews.

Hazen and Sawyer, P.C. is a New York corporation founded in 1977. The Tampa office will service the City. Twenty-one of H&S's 1,025 employees work out of the Tampa office.

Strengths include: Strong points in operations; included new electrical building in the site layout; frequency and value of change orders is very low; portfolio included projects completed in timely manner; included a public relations committee/team to perform outreach to the public through public relations subconsultant; recently completed project for the City of Largo that is almost identical to this project; referenced concerns with the City's wholesale customers. Offered to do a BODR and how they would approach it for cost effectiveness and minimizing maintenance. Provided one option, but included a detailed construction sequence; does their CFD Modeling in-house. Has a hydraulic model; City is familiar with the project manager; has long-term relationship with prime subconsultant, McKim & Creed. Team members have provided successful services for the City previously; have worked with construction managers-at-risk and advocated bringing them into the process early in the design; team presented has over thirty projects. Discussed reuse of newer equipment; said the project can be constructed without bypass pumping; will phase construction to account for wet vs. dry weather seasons.

Subconsultants: McKim & Creed, Dialogue Public Relations, LLC (WBE), and Driggers Engineering Services, Inc.

Weaknesses include: No weaknesses were documented by the evaluation committee.

The Statement of Qualifications meets the RFQ requirements. Hazen and Sawyer was included in the shortlisted firms and invited for presentations and interviews.
Kimley-Horn and Associates, Inc. was incorporated in North Carolina in 1967. Its principal office is located in Raleigh. The Tampa office will serve the City and it employs 624. The firm as a total of 3,261 employees.

Strengths include: SOQ was well organized and easy to read; proposed construction sequencing was easy to follow; experience includes some prior pumping and screening projects, familiar with CH2M Hill report, so they did their homework; PM and sub PM each have over 15 years of experience and over five years working together.


Weaknesses include: Their designated team lacks diverse experience with the elements contemplated for this project; proposed connecting cld aeration basin drain line to the new pump station; the aeration basin is not currently in service; lacked substantial alternate project delivery experience; proposed staffing was light for the magnitude of this project; overall PM and sub PM lacked relevant experience;

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

King Engineering, Inc. is a Florida corporation founded in 1977. The Tampa office serves as the corporate headquarters, has 85 employees and will service the City. The firm has approximately 225 employees.

Strengths include: The firm has experience in alternative construction delivery methods; presented two optional layouts with use of existing structures; similar project examples provided; team has significant project experience.

Subconsultants: Gresham-Smith & Partners, Driggers Engineering Services, Inc. and George F. Young, Inc.

Weaknesses include: the organization of the SOQ was not top notch; significant work performed by subconsultant; the resources of the firm may be taxed if awarded this project; their proposed team background lacked details in the form 330; suggested removing the influent pump station and constructing a new structure with deep wells that would eliminate an entrance to the facility and the current parking area.

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

Parsons Transportation Group Inc. was incorporated in 1971 in Illinois. The firm is headquartered in Washington, D.C., and has a Tampa office to serve the City. The Tampa office has twenty-six of the 14,196 Parsons employees.

Strengths include: Experience with various sized plants, some very large; the firm has a history of working with the City; they have CMAR construction delivery experience; addressed safety, health and risk management; designed head cell grit removal project and the firm has a connection for bar screen.


Weaknesses include: two key team members are not Florida licensed professional engineers; backup PM is finishing overseas assignments and could make availability an issue; PM and Project Engineer only two mechanical engineers listed on the project organization chart; proposed converting out-of-service aeration basin constructed in 1955 to odor control, but it is far too much space to devote to odor control; approached the project as being bid by conventional design-bid-build rather than alternative delivery methods; the SOQ was generic and not customized to this project; several open design projects cited in experience, which could affect their capacity and availability for this project;
The Statement of Qualifications meets the RFQ requirements. The firm did not make shortlisted firms invited for presentations.

Reiss Engineering, Inc. is a Florida corporation established in 1998. Winter Springs, FL is the corporate headquarters. A Tampa office will oversee service to the City. The firm has 42 employees, all based in Florida.

Strengths include: The project approach included CFD modeling.


Weaknesses include: many of the projects listed showed experience for the construction manager and the technical advisor, rather than the project manager and the designers; project approach did not seem flexible; did not provide schematics for the project; photos in SOQ were unrelated to the project; did not provide alternative site layouts or options; project approach was a pull-and-replace approach;

The Statement of Qualifications meets the RFQ requirements. The firm did not make shortlisted firms invited for presentations and interviews.

Tetra Tech, Inc. was incorporated in Delaware in 1966. Pasadena, CA is the headquarters. The Tampa office that will oversee the project has thirty-four of a firm total of 16,404 employees.

Strengths include: Team member experience include the engineering disciplines needed to perform the project.

Subconsultants: Hyatt Survey Services, Inc. (SBE and WBE), MC Squared, Engineers, (SBE and DBE), and OMNI Communications (MWDBE).

Weaknesses include: SOQ was very general in approach and not well organized; lead engineer has more experience than either project manager or substitute project manager; the project approach was lacking, as it emphasized deliverables and experience rather than the design and construction elements of the project; suggested demolishing current in service structures, clarifier #2 or aeration basin #2, and constructing an influent pump station and screening facility in their place; did not include design drawings; appeared to try to anticipate problems at the facility that do not exist, such as prevention of tank settling by injecting grout.

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

Shortlisting and Oral Presentations

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on August 20, 2018, to identify no less than three firms in accordance with Florida’s Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

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

1. AECOM Technical Services, Inc.
3. Cardno, Inc.
4. Hazen & Sawyer, P.C.

Oral presentations and interviews took place on September 21, 2018, before the evaluation committee and advisory staff for the purpose of clarifications and to ensure full understanding of the City’s requirements.
The presentation and interview process enabled the committee and advisors to have a full understanding of the offerors' SOQs and responses. On September 21, 2018, the evaluation committee ranked the firms as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hazen &amp; Sawyer, P.C.</td>
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<tr>
<td>3.</td>
<td>AECOM Technical Services, Inc.</td>
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<tr>
<td>4.</td>
<td>Cardno, Inc.</td>
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</tbody>
</table>

**Recommendation for Award**

On September 21, 2018, the evaluation committee deliberated to discuss the SOQs, presentations and interviews of the three finalist firms. Hazen & Sawyer, P.C. was recommended for the award since the company meets the requirements of RFQ No. 6964 and has been determined to be the most advantageous to the City, taking into consideration its years of providing these services to the City and the evaluation criteria set forth in the RFQ.

The firm was selected for the following reasons:

- Very large firm with strong team
- Significant experience similar to project requirements
- Strong subconsultants with City project experience
- Staff assigned is of the highest quality
- Thorough analysis of the design and construction parameters
- It is knowledgeable of regulatory requirements
- Local office in Tampa allows for easy access and quick response

SIGNED

Brijesh Rayman, Committee Chair
Sylvia Rosario, Committee Member
Charles Wise, Committee Member
City of St. Petersburg
Meeting Minutes
Evaluation Committee-Shortlist
Procurement and Supply Management

Title: RFQ No. 6964 Consulting Services, Northwest Water Reclamation Facility Influent Pump Station & Screening Replacement
Meeting Date: Monday, August 20, 2018
Time: 1:30 p.m.
Place: Municipal Services Center, Conference Room 500

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Evaluation Committee in attendance: Brejesh Prayman, Chair Sylvia Rosario, Water Resources; Diana Smillova, Eng &amp; Caps; Scott Murray, Eng &amp; Caps; Charlie Wise, Water Resources; Advisors in attendance: David Abbaspour, Eng &amp; Caps; Thomas Rice, Eng &amp; Caps; Frank Niles, Water Resources;</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td></td>
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<td>b. Florida’s Open Meeting Law – FS 286.011 (MS)</td>
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<tr>
<td>c. Prohibited Communication - AP #050100 (MS)</td>
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<tr>
<td>d. Identify Chairperson (Diana Smillova)</td>
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<tr>
<td>e. CCNA – FS 287.055 (MS)</td>
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</tbody>
</table>
2. Evaluations of Statement of Qualifications (Strengths and Weaknesses)

   a. AECOM Technical Services, Inc.
   b. Arcadis U.S., Inc.
   c. Cardno, Inc.
   d. Greeley and Hansen LLC
   e. Hazen and Sawyer, P.C.
   g. King Engineering Associates, Inc.
   h. Parsons Transportation Group, Inc.
   i. Reiss Engineering, Inc.
   j. Tetra Tech, Inc.

   Following general comments about the quality of the ten firms and the SOQs submitted; Charlie Wise moved to remove King Engineering Associates, Inc. from further consideration, motion seconded by Scott Murray; motion approved;

   Diana Smilova moved to remove Tetra Tech from further consideration, motion seconded by Sylvia Rosario, motion approved; Tetra Tech removed from further consideration;

   Scott Murray moved to set Greeley and Hansen aside from further consideration; motion seconded by Charlie Wise; motion approved, Greeley and Hansen removed from further consideration;

   Motion by Scott Murray to remove Reiss Engineering from further consideration; seconded by Diana Smilova, motion carried. Reiss Engineering removed from further consideration.

   Diana Smilova moved to remove Kimley-Horn from further consideration. Motion seconded by Scott Murray. Motion approved, Kimley-Horn removed from further consideration.

   Diana Smilova moved to shortlist to AECOM Technical Services, Inc., Arcadis, Cardno, Inc., and Hazen and Sawyer, P.C. Motion seconded by Charlie Wise.
3. Short-list
   a. AECOM Technical Services, Inc.
   b. Arcadis U.S., Inc.
   c. Cardno, Inc.
   d. Hazen & Sawyer, P.C.

   Affirmative unanimous vote to accept the four shortlisted firms

   The evaluation team discussed the format for presentations and questions and answers along with the schedule; the team formulated questions to provide each shortlisted firm as part of an invitation to make a presentation and answer questions; Michael will prepare invitation letters for Mr. Moore's signature

k. Clarifications/Questions

l. Adjournment 2:55 p.m.
**City of St. Petersburg**  
**Meeting Minutes**  
**Evaluation Committee Ranking**  
**Procurement and Supply Management**

**Title:** RFQ No. 6964: Consulting Services, Northwest WRF Influent Pump Station & Screening Replacement  
**Meeting Date:** Friday, September 21, 2018  
**Time:** 1:00 p.m.  
**Place:** Water Resources Department, Administration Training Room

<table>
<thead>
<tr>
<th>Agenda Item</th>
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<tr>
<td>1. Introductions</td>
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</tr>
<tr>
<td>a. Public Comments</td>
<td>Evaluation Committee present Brejesh Prayman, Chair</td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [MS]</td>
<td>Advisors: David Abbaspour, Eng &amp; Caps; Frank Niles, Water Resources; Thomas Rice, Eng &amp; Caps; Hamza Bouloudene, Eng &amp; Caps;</td>
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<tr>
<td>d. Identify Chairperson (Brejesh Prayman)</td>
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<td></td>
<td></td>
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<tr>
<td>Discussions of Strengths and Weakness of all 4 shortlisted firms:</td>
<td></td>
</tr>
<tr>
<td>a. AECOM Technical Services, Inc.</td>
<td>Evaluation Team discussed their findings of each of the 4 shortlisted firms based on the SOQs; presentations and interviews, and answers to questions. Following the discussion, the Evaluation Team did a blind ranking from 1 to 4. The firm with the lowest cumulative score would be the highest ranked firm.</td>
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<tr>
<td>b. Arcadis U.S., Inc.</td>
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<tr>
<td>c. Cardno, Inc.</td>
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<tr>
<td>d. Hazen and Sawyer, P.C.</td>
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</table>
The straw poll was taken and the votes were turned in to Michael who read aloud the results; the results were cumulative points for Hazen and Sawyer, P.C., 6; Arcadis U.S., Inc., 13; Cardno, Inc. 15; and AECOM Technical Services, Inc., 16.

Based on lowest cumulative score, the Evaluation Team ranked Hazen and Sawyer, P.C., #1; Arcadis U.S., Inc., #2; Cardno, Inc. #3; and AECOM Technical Services, Inc., #4.

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

3. Ranking

1. Hazen and Sawyer, P.C.
3. Cardno, Inc.
4. AECOM Technical Services, Inc.

4. Adjournment at 1:50 p.m.
APPENDIX A - SCOPE OF SERVICES
NWWRF INFUENT PUMP STATION AND SCREENING REPLACEMENT
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18100-111

GENERAL DESCRIPTION

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

The four (4) tasks set forth in this Scope of Services and the services, activities, responsibilities, and Deliverables that will be performed or provided by A/E in accordance with the Agreement are as follows:

TASK 1   PROJECT SETUP AND ADMINISTRATION

1.1 PROJECT SET-UP

The A/E’s project manager shall set-up the accounting system and filing system for the project. In addition, the project manager shall prepare a management plan, communication plan, submittal plan and risk plan for the project. A/E will provide a detailed schedule with all substantial milestone dates based on the approved notice to proceed.

1.2 INTERNAL KICK-OFF MEETING

The A/E will conduct an internal kick-off meeting to discuss the project set-up, plans, client goals, scope, schedule and budget with the project team.

1.3 EXTERNAL KICK-OFF MEETING

The A/E shall attend and chair a project kickoff meeting with CITY staff to introduce the project team members and their roles and responsibilities. During the meeting the team will discuss the overall project, project plans, CITY goals, preliminary design criteria, scope, schedule and budget. In preparation for the meeting the A/E firm will prepare an agenda and provide copies of all the pertinent project documents to all attendees. At the completion of the meeting, the A/E will prepare meeting minutes to document the key meeting items and distribute a PDF to all attendees.

1.4 PROJECT COORDINATION MEETINGS

For the duration of the project as shown in the schedule, the A/E team will hold brief internal bi-weekly coordination meetings to discuss the status of the project activities, identify potential issues and review the scope, upcoming milestones and budget status.

The A/E will also coordinate with the CITY’s selected Construction Manager at Risk (CMAR) from the time the CMAR contract is awarded through the final design. This coordination will include
involvement in internal coordination meetings, review meetings with the CITY, and workshops. It is anticipated that the CMAR will assist in constructability and value engineering reviews, cost estimating, and construction scheduling.

1.5 PROJECT ADMINISTRATION

Project administration shall include keeping organized files, consulting with the CITY at appropriate intervals, preparation and submittal of invoices and status reports on four-week intervals. In addition, if requested, the A/E shall meet and present one time during the preliminary design phase to the CITY Council on the project status.

TASK 2 DATA REVIEW AND EVALUATION

2.1 DATA COLLECTION AND REVIEW

The A/E will obtain and review data as part of this task. The A/E will provide a data request list to the CITY by the external kick-off meeting. As required, additional data needs will be identified and submitted to the CITY in writing throughout the duration of the project. The A/E will visit the site periodically throughout the preliminary design phase to gather data and assess existing conditions. In addition, the A/E will photo document the existing conditions with a 360 degree photo tour that will be available to all team members and CITY staff via the internet.

2.2 SURVEY

The A/E will provide the following survey services. Additional survey will be completed following the preliminary design phase and the project limits are more fully defined. In addition, subsurface utility engineering services will be conducted after the preliminary design phase and included in the final survey.

- Establish three (3) permanent reference monuments to facilitate collecting topographic data as well as utilize for future constructions. Reference monuments to be established on the horizontal datum of North American Datum (NAD) 83/11 and the localized St. Petersburg vertical datum.
- Perform a topographic survey with limits as shown on Figure 1.
- Locate high, low, and break line surface elevations, existing roadway features, existing above ground utilities, and information regarding sanitary and storm drainage structures to the extent of the next connecting drainage structure outside of the topographic survey limits.
- The topographic survey shall be prepared as an electronic survey Computer Aided Drafting and Design (CADD) file. This survey CADD file will utilize the CITY’s latest survey layers, line types, and symbology; provided the CITY provides supporting CADD information prior to commencement of survey. In the event the CITY does not have preference, nor provide prior to commencement, the surveyor shall utilize the A/E’s CADD Standards. The electronic survey CADD file shall be the intended final deliverable provided by the surveyor and no paper or hard copy of the survey is anticipated to be generated.
The A/E will evaluate structural improvements and site layout options for implementation prior to completion of the draft Basis of Design Report (BODR) including specific structural and maintaining plant operations through construction considerations associated with the options. The final option will be selected based on review of the various requirements, cost, and the feasibility of implementation.

Once a final option has been selected, a detailed sequence of construction and maintenance of plant operations (MOPO) plan will be developed. The MOPO plan will be included as part of the draft BODR and preliminary drawings.

2.3.1 SITE LAYOUT OPTIONS

The A/E will review options for the site layout and building additions (these structures include the coarse screen and influent pump station, fine screening, and the electrical enclosure). Two options will be evaluated. One option will include a new influent pump station and another option will consider using an existing wet well for the new pumping station.
2.3.2 SITE LAYOUT WORKSHOP

The A/E will prepare and present the two site layout options evaluated. The proposed options will incorporate all the proposed structures and will include two three-dimensional renderings that show the proposed building features that best improves the overall layout and facilitates additional parking. The options will consider operation and maintenance issues, along with order of magnitude costs for CITY selection of one option. Workshops are not necessarily independent of each other and can be combined depending on the time expected to discuss each topic. Workshops will be limited to no more than 2 hours each. It is assumed that 6 workshops will be required for Task 2.

2.3.3 STRUCTURAL EVALUATION

Once a site layout option has been determined, the A/E will evaluate the selected option for constructability, and construction techniques such as sheeting and deep excavations will be examined for feasibility and sequencing. Building code, climate resiliency, and zoning requirements will be reviewed and summarized for the new structures prior to subsequent design and construction project phases.

The structural evaluation will include possible future repurposing of the existing influent pumping structures. A condition assessment of these structures will be performed to determine if they can be repurposed for future use. This will include an evaluation of whether these structures comply with current applicable building codes and standards especially wind resistance.

2.4 SCREENING OPTIONS EVALUATION

The A/E will evaluate and recommend alternatives for the appropriate coarse and fine screening technologies to meet the CITY’s goals.

2.4.1 SCREENING WORKSHOP NO. 1

The A/E will conduct a presentation to CITY staff describing an extensive list of typical wastewater treatment screening options and a comparison of each with respect to the criteria below. The comparison of technologies will be relative to one another and not site specific to the NWWR.

- Capture rate
- Footprint
- Operations and maintenance requirements
- Competition
- Municipal wastewater experience
- Cost
- Capacity
- Headroom
- Means to convey and dispose of captured materials via the CITY’s current disposal practices

It is anticipated that the CITY will select 2 coarse and fine screening technologies for further consideration.
Appendix A – Scope of Services
NWWRF INFLUENT PUMP STATION AND SCREENING REPLACEMENT
City of St. Petersburg Project No. 18100-111

As part of the screening evaluation, the CITY may decide to visit local installations of various screening technologies. The CITY will not require Hazen staff to attend. The A/E will assist in identifying local installations and will answer any CITY questions following the CITY visits. The A/E will also assist the CITY in identifying utility staff contacts where various technologies have been installed so CITY staff can call to discuss other’s experience.

2.4.2 COARSE SCREENING

The A/E will evaluate the two selected make and models of equipment to develop a preliminary layout of equipment for the coarse screens.

2.4.3 FINE SCREENING

The A/E will evaluate the two selected make and models of equipment to develop a preliminary layout of equipment for the fine screens. A different make and model may be selected for the coarse and fine screens.

2.4.4 SCREENING WORKSHOP NO. 2

A workshop will be held with the CITY to discuss the selected screenings options and recommendations prior to the completion of the draft BODR. The workshop will include two-dimensional plans and sections of each option within new structures. From this workshop, the CITY will select 1 screening technology for each application (i.e., coarse and fine). The preliminary layout will be included in the BODR.

2.5 PUMP STATION OPTIONS EVALUATION AND HYDRAULIC ANALYSIS

The A/E will evaluate various pump station design options and perform a hydraulic analysis of the selected option for preliminary design.

2.5.1 PUMP STATION OPTIONS

Dry pit and submersible pump station design options will be investigated. The A/E will present the advantages and disadvantages to the CITY for selection of one option to be included in the BODR. Criteria to be considered will include approximate capital and annual costs, O&M requirements, etc. CITY staff will select a preferred arrangement following the meeting. Pumps will be based on either submersible or dry-pit submersible type and the CITY’s preferred manufacturers for each.

2.5.2 PUMP STATION WORKSHOP

A workshop will be held with the CITY to discuss pumping and control options prior to the completion of the draft BODR. Three dimensional renderings of general submersible and dry pit layouts (not specific to the NWWRF site) will be included in the workshop to aid CITY staff. The options will include preliminary cost estimates for comparison. The draft BODR will incorporate the decisions made in the workshop.

2.5.3 HYDRAULIC ANALYSIS

Following selection of the pumping arrangement, the A/E will conduct a hydraulic analysis to determine the pump stations pumping capacity with various pump selections for historical and
Appendix A – Scope of Services
NWWRWF INFLUENT PUMP STATION AND SCREENING REPLACEMENT
City of St. Petersburg Project No. 18100-111

Projected future influent flow conditions. This work will utilize data collected from the CITY and historical pumping conditions as available. Hydraulic restrictions and limitations will be identified, and improvements recommended where appropriate and feasible. The A/E will utilize the peak flow, average daily flow, and anticipated minimum flow to recommend the capacity and provide alternatives for the number of pumps to be included and the operating sequences. The number of pumps will include firm capacity with the largest pump taken out of service. The A/E will coordinate with the CITY’s ongoing Master Plan for the pump station design and ensure that the most current level of service is provided with the design.

2.6 ODOR CONTROL STRATEGY SELECTION

The A/E will perform a desktop evaluation of upstream odors, conduct odor sampling at the NWWRF, and develop a preliminary design of an odor control system for the preliminary treatment components at the NWWRF. The A/E will summarize all the odor control efforts in the draft BODR.

2.6.1 UPSTREAM ODORS EVALUATION

The A/E will perform a desktop evaluation of overall upstream odor issues (up to the last pump station on the Pasadena forcemain prior to the NWWRF and no more than 2,000 feet of the gravity collection system) as part of the initial odor control design. The intent of this evaluation will be to determine if additional upstream liquid-phase odor control strategies can be implemented to protect upstream facilities from odor and corrosion issues and to reduce the odor/corrosion potential at the NWWRF. If implemented, it is expected that odor control equipment operating costs can be reduced at the new NWWRF preliminary treatment odor control system. A cost-benefit analysis of upstream odor control techniques versus additional odor control at the NWWRF will be included. Liquid phase system pilot testing and/or design is not included as part of this project phase.

2.6.2 ODOR SAMPLING AND TESTING

The A/E will perform 2 days of liquid and vapor phase sampling on the influent to the NWWRF including both the gravity system and the force main system. This will include samples at the influent screening structure and the gravity system upstream of the influent pump stations. The CITY will provide OdaLog hydrogen sulfide gas detectors for 7 days of metering, and the A/E will provide all the necessary equipment for reduced sulfur and liquid phase testing, including dissolved and total sulfides, pH, ORP, DO, and temperature of the wastewater. The A/E will direct the CITY as to where to install the OdaLog gas detectors. Grab samples (reduced sulfur and liquid phase samples) will be collected twice for each location to ensure results are representative of field conditions.

2.6.3 ODOR CONTROL SYSTEM PRELIMINARY DESIGN

The results of the sampling and City-provided historical odor-related data will be used to quantify expected odor compound loading associated with the raw sewage foul air at the facility influent for sizing of a new odor control system to minimize odorous emissions for the preliminary treatment portion of the NWWRF (coarse screening, influent pumping, fine screening, and grit removal). The A/E will use this data to select an odor control strategy to minimize odorous emissions. It is anticipated that a life cycle cost analysis can be developed for up to two strategies.
2.6.4 ODOR CONTROL WORKSHOP

A workshop will be held with the CITY to discuss odor control options prior to the completion of the draft BODR. Two dimensional plans and drawings of general layouts (not specific to the NWWRF site) will be included in the workshop to aid CITY staff. The options will include preliminary capital and life cycle cost estimates for comparison. The draft BODR will incorporate the decisions made in the workshop.

2.7 POWER DISTRIBUTION

2.7.1 POWER DISTRIBUTION EVALUATION

The A/E will conduct an electrical evaluation of the NWWRF’s existing influent pump stations and headworks to evaluate existing conditions and possible use of existing equipment and ductbanks. The report will evaluate the existing power needs of the new pump station and its effects on the existing standby power system.

In addition, this review will include load calculations for the new headworks design and an estimation of the available fault current from the transformers feeding the new headworks electrical building for choice of the equipment withstand rating. A preliminary list of motors and their horsepower will also be in the BODR. A preliminary one-line drawing will be included in the drawings for reference. A discussion on Variable Frequency Drives (VFD) and the possible harmonic levels will also be included. The report will speak to the advancements on technology for Motor Control Centers (MCC) and what type of motor status monitoring and alarming is available and recommended.

The approach to lightning protection will be included in the report along with the grounding system recommendations. Interior lighting recommendations will be made as well as site lighting. Emergency egress lighting will be discussed and any requirements for a fire monitoring system as well as its communication requirements.

2.7.2 POWER DISTRIBUTION AND CONTROLS WORKSHOP

A workshop will be held with the CITY to discuss the preliminary power distribution and control system improvements prior to the completion of the draft BODR. The preliminary one-line diagram and Process and Instrumentation Diagrams (P&IDs) will be included in the workshop to aid CITY staff. A preliminary cost estimates will also be provided. The draft BODR will incorporate the decisions made in the workshop.

2.8 CONTROL SYSTEM IMPROVEMENTS

The A/E will provide recommendations to be included in the design to incorporate the facility improvements into the new control system, select the proposed analytical and process control instruments associated with the improvements, upgrade the plant Supervisory Control and Data Acquisition (SCADA) system to match on-going work efforts being completed by the CITY, and develop the proposed control strategies for the new and improved process systems. The A/E will develop P&IDs to depict the design and control concept for the new components. The A/E will follow all CITY standards for SCADA controls.
2.9 PERMITTING REQUIREMENTS IDENTIFICATION

The A/E will review all permitting requirements with the local permitting agencies and summarize the findings in the BODR. The A/E will attend one meeting with the Florida Department of Environmental Protection (FDEP) and the local building department, along with CITY staff, if required.

2.10 PUBLIC OUTREACH PROGRAM

The A/E will develop a preliminary community outreach plan to inform and engage the community through development of public information materials, key stakeholder briefings and a pre-construction community meeting. The A/E will work with City staff to develop and finalize the plan and include it in the BODR.

2.11 ENVISION CERTIFICATION

The A/E will use the Envision Sustainable Infrastructure Rating Framework (Version 3) as the basis for inclusion of sustainable planning and design elements. The A/E will facilitate a total of two meetings: a sustainable planning meeting near the kick-off meeting, and a 30% review meeting just prior to completion of the preliminary design documents. The deliverable from those workshops will include a chapter in the BODR. The A/E will consider sustainability items in the development of the preliminary design. At the completion of the project, the A/E will develop a probable level of Envision certification/award (i.e. Verified, Silver, Gold, or Platinum). Pursuit of an Envision certification/award is not included within this scope.

TASK 3 BASIS OF DESIGN REPORT

3.1 DRAFT BASIS OF DESIGN REPORT

The A/E will produce a draft BODR summarizing the findings of Task 2. The report will provide a complete description of the proposed improvements including an American Association of Cost Engineering (AACE) Class 4 budgetary cost estimate, listing of proposed new equipment (with design criteria, capacities, make, model, quantities, and key features), listing of existing equipment and structures to be removed, preliminary equipment layout drawings, along with a general narrative of the design, including proposed maintenance of operations plan. The drawings will constitute a 30% design level. 30% design level documents will include the following.

- General sheets including a cover sheet, an index of drawings, hydraulic profile, and other sheets showing the existing and proposed site layout and demolition requirements
- Civil sheets depicting paving and drainage updates and yard piping additions
- Mechanical sheets depicting the new equipment and piping within the structures. General understanding of the structures can be inferred from the mechanical sheets, but detailed structural sheets will not be provided.
- Electrical sheets will include one-line diagrams
- Instrumentation sheets will include Process and Instrumentation Diagrams (P&IDs)
- Three dimensional renderings will be provided of the screening and pumping structures and of the overall site showing the odor control and electrical enclosure

The A/E will furnish one electronic pdf copy of the draft report
3.2 BODR REVIEW MEETING

The A/E will attend a BODR review meeting with CITY staff to review the submitted draft report. CITY will assist the A/E in scheduling the review meeting to be held within ten (10) calendar days after submittal of the report. The A/E will provide a PowerPoint presentation of the draft BODR components during the meeting and will receive comments at the review meeting and document the comments and the resolution to those comments in the meeting notes produced by the A/E prior to finalizing the report.

3.3 FINAL BASIS OF DESIGN REPORT

Following the review meeting, the A/E will update the BODR based on the CITY’s input and will furnish twelve hard copies and one electronic pdf copy of the final BODR.

TASK 4 ALLOCATION FOR ADDITIONAL SERVICES

The A/E shall perform additional services related to this Project upon prior written authorization by the CITY based on a scope and fee mutually agreed upon by the CITY and A/E in writing. It is anticipated that support for CMAR selection may be included as part of this allowance.

DELIVERABLES

Task 1 – Project Setup and Administration
  • Detailed project schedule
  • External Kick-off meeting agenda, sign-in sheet and minutes
  • Monthly invoices and status reports

Task 2 – Data Review and Evaluation
  • Screening Options Workshop PowerPoint presentation, sign-in sheet and meeting notes
  • Pump Station Options PowerPoint presentation, sign-in sheet and meeting notes
  • Structural and site layout meeting minutes and sign-in sheet
  • Survey CADD file

Task 3 – Basis of Design Report
  • Draft BODR
  • Draft BODR review meeting minutes and sign-in sheet
  • Final BODR

PROJECT TEAM

The project team includes the following consultants:

Subconsultants:

McKim & Creed – will lead the civil, structural, electrical, and instrumentation design efforts. In addition, McKim & Creed will perform the preliminary design of the odor control system.

Driggers Engineering Services – will lead the geotechnical engineering services that will be performed as part of a subsequent phase.
Dialogue – will lead the public relation program.

-- End of Scope --
## APPENDIX B - FEE SCHEDULE

**IWWRF INFILTRANT PUMP STATION AND SCREENING REPLACEMENT**  
**CITY OF ST. PETERSBURG, FLORIDA**  
**PROJECT 18140-111**

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</table>

### Section 1: Basis of Design Report

| 1.1 Draft Basis of Design Report         | 16             | 40                | 40                | 16                        |                     |                   |          |              | 328         | 16          | 256  | $137,840 | $0 | $15,166 | $880 | $37,906 |
| 1.2 Draft Review Meeting                | 4              | 8                 | 8                 |                           |                     |                   |          |              |             |              |     |     |     |         |          |              |
| 1.3 Final Basis of Design Report        | 8              | 24                | 32                | 8                         |                     |                   |          |              |             |              |     |     |     |         |          |              |

### Section 4: Miscellaneous for Additional Services

| 4.1 Miscellaneous for Additional Services | 71             | 412               | 271               | 114                       | 90                  | 277               | 365       | 68           | $17,962     | $2,740      | $5,500 | $119,764 | $4,320 | $30,183 |

Page 1
## APPENDIX C - SCHEDULE
NWWRF INFLUENT PUMP STATION AND SCREENING REPLACEMENT
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18100-111

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
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<td></td>
<td></td>
<td>Jan</td>
<td>Feb</td>
<td>Mar</td>
<td>Apr</td>
</tr>
<tr>
<td>Task 1 - Project Set-up and Administration</td>
<td>Completion time of 7 months or 31 calendar weeks</td>
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<td>Task 3 - Basis of Design Report</td>
<td>Completion time of 3 months or 13 calendar weeks</td>
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</table>
A RESOLUTION ACKNOWLEDGING THE SELECTION OF HAZEN AND SAWYER, P.C. ("HAZEN AND SAWYER") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE NWWRF INFLUENT PUMP STATION & SCREENING REPLACEMENT PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH HAZEN AND SAWYER FOR HAZEN AND SAWYER TO PROVIDE PRELIMINARY DESIGN SERVICES FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $471,904; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 18100-111; ORACLE NO. 16399)

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 6964 dated June 20, 2018 for the NWWRF Influent Pump Station & Screening Replacement Project ("Project"); and

WHEREAS, the City received ten (10) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Brajesh Prayman, Diana Smilova, David Abbaspour, Scott Murray, and Charles Wise) met on August 20, 2018 to discuss the SOQs, and motioned to hear presentations and conduct interviews on September 21, 2018 with the four (4) firms who submitted SOQs; and

WHEREAS, on September 21, 2018, the four (4) shortlisted firms 1) AECOM Technical Services, Inc.; 2) Arcadis U.S., Inc.; 3) Cardno, Inc. and 4) Hazen and Sawyer, P.C. ("Hazen and Sawyer") made presentations to the selection committee; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the four (4) shortlisted firms, the selection committee met on September 21, 2018 and ranked Hazen and Sawyer as the most qualified firm to provide miscellaneous professional services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Hazen and Sawyer as the most qualified firm to provide professional engineering services for the Project and authorize the Mayor or his designee to execute an architect/engineering agreement with Hazen and Sawyer for Hazen and Sawyer to provide preliminary design services for the Project in an amount not to exceed $471,904.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Hazen and Sawyer, P.C. ("Hazen and Sawyer") as the most qualified firm to provide professional engineering services for the Project is hereby acknowledged.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an architect/engineering agreement with Hazen and Sawyer for Hazen and Sawyer to provide preliminary design services for the Project in an amount not to exceed $471,904.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00418922
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of January 3, 2019

TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-09-AUS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, data collection and evaluation, final design, permitting, and bidding services related to the Shore Acres Water Main Replacement Project in an amount not to exceed $135,784.48 (Engineering Project No. 19013-111; Oracle No. 16992); and providing an effective date.

EXPLANATION: Due to age of existing infrastructure, the City has experienced continuous failures of the existing water main. A segment of water main within the Shore Acres Civic Association has been identified in need of replacement.

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. 16-09-AUS/W in the amount of $135,784.48 will provide funding for project management, data collection and evaluation, final design, Permitting, and bidding services for replacing approximately 5,000 linear feet of 8-inch diameter water main.

This work will be within the existing public rights-of-way along Shore Acres Blvd and shall include but not limited to removal or decommissioning (in place) of the existing pipes and replacement with the new 8-inch pipe. Fire hydrants, service connections and existing meters will be connected to the new pipe and surface restoration. Construction methods may include open cut, horizontal directional drilling and pipe bursting, to minimize the potential for traffic disruptions and unnecessary inconveniences during the construction.

Task Order No. 16-09-AUS/W includes the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost (New)</th>
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<tbody>
<tr>
<td>Project Management</td>
<td>$2,820.00</td>
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<tr>
<td>Data Collection and Evaluation</td>
<td>$25,744.48</td>
</tr>
<tr>
<td>Final Design</td>
<td>$79,570.00</td>
</tr>
<tr>
<td>Permitting</td>
<td>$10,330.00</td>
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<tr>
<td>Bidding Services</td>
<td>$2,320.00</td>
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<tr>
<td>Allowance</td>
<td>$15,000.00</td>
</tr>
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</table>

**A/E Total $135,784.48**

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

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. 16-09-AUS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, data collection and evaluation, final design, permitting, and bidding services related to the Shore Acres Water Main Replacement Project in an amount not to exceed $135,784.48 (Engineering Project No. 19013-111; Oracle No. 16992); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS Shore Acres Main Repl FY19 Project (16992).

ATTACHMENTS: Resolution
Task Order No. 16-09-AUS/W
Map

APPROVALS: [Signature]
Administrative

[Signature]
Budget
RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-09-AUS/W TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ARCADIS U.S. INC. ("A/E") DATED DECEMBER 13, 2016 FOR A/E TO PROVIDE PROJECT MANAGEMENT, DATA COLLECTION AND EVALUATION, FINAL DESIGN, PERMITTING, AND BIDDING SERVICES RELATED TO THE SHORE ACRES WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $135,784.48 (ENGINEERING PROJECT NO. 19013-111; ORACLE NO. 16992); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Administration desires to issue Task Order No. 16-09-AUS/W in an amount not to exceed $135,784.48 for A/E to provide project management, data collection and evaluation, final design, permitting, and bidding services for replacing approximately 5,000 linear feet of 8-inch diameter water mains for the Shore Acres Water Main Replacement Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-09-AUS/W to the architect/engineering agreement between the City of St. Petersburg, Florida and Arcadis U.S. Inc. ("A/E") dated December 13, 2016 for A/E to provide project management, data collection and evaluation, final design, permitting, and bidding services related to the Shore Acres Water Main Replacement Project in an amount not to exceed $135,784.48.

This resolution shall become effective immediately upon its adoption.

Approved by:  

[Signature]
City Attorney (Designee)  
00418926

Approved by:  

[Signature]
Brejesh Prayman, 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. 16-09-AUS/W in the amount of $135,784.48

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section 1(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves design, permitting and bidding of pressure pipe distribution systems.

Arcadis U.S., Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

Arcadis U.S., Inc. has significant experience in the design, permitting and construction phase activities of pressure pipe distribution systems.

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

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

Transaction Report for Arcadis U.S., Inc.

Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects

A/E Agreement Effective - December 13, 2016
A/E Agreement Expiration - November 2, 2020

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<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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<td>01</td>
<td>WRD</td>
<td>St. Petersburg Water Quality Support</td>
<td>01/31/17</td>
<td>20,166.00</td>
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<td></td>
<td></td>
<td>Revision No. 1</td>
<td>02/16/17</td>
<td>5,421.00</td>
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<tr>
<td>02</td>
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<td>Cancelled (07/12/17 per Brejesh) Project will be included in Master Plan</td>
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<td>03</td>
<td>17106-111</td>
<td>Oberly Pumping Station Chemical Injection</td>
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<td>84,260.00</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>
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<td>18090-111</td>
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<td>FEMA DR-4337 Hurrican Irma Grant Application - Seawalls</td>
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<td>18130-111</td>
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<td>09</td>
<td>19013-111</td>
<td>Shore Acres Water Main Replacement</td>
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Total: 469,177.00
This Task Order No. 16-09-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 will be replacing select 8-inch diameter water mains within the Shore Acres area due to recurring failures of the pipe. The project area is shown in Figure 1 below. New pipe will be constructed to replace the existing pipe and existing services and fire hydrants will be connected to the new pipe. Additional fire hydrants may be necessary to meet the requirements of the City of St. Petersburg Fire Department. Existing pipe will be removed or decommissioned in place. A/E will provide professional engineering, permitting, and bidding support for the replacement of approximately 5,000 linear feet of existing water main ("Project"). The proposed construction work will be within the existing rights-of-way with construction methods that may include open cut, horizontal directional drilling, and pipe bursting. For areas crossing existing roadway intersections, the new pipe may need to be constructed via trenchless methods such as horizontal directional drilling or pipe jacking and boring.

Figure 1: Project Area
II. **SCOPE OF SERVICES**

**TASK 1 – PROJECT MANAGEMENT**

The A/E will provide the following services for the project:

- Coordination between A/E Project Team and City Project Team.
- Manage project schedule and budget.
- Prepare and distribute agendas and supporting documentation for project meetings.
- Prepare and distribute meeting summaries from project meetings.
- Prepare and submit monthly progress reports and invoices.

**TASK 2 – DATA COLLECTION AND EVALUATION**

Upon receipt of a written notice-to-proceed, A/E will proceed with data collection and evaluation activities that will allow for the completion of design. Activities include the following:

- Kick-off Meeting.
- Field data collection including collection of geotechnical information.
- Desktop data collection and review of existing conditions including City of St. Petersburg Atlas sheets and intersection maps, publicly accessible rights-of-way and parcel information including submerged lands.
- Site walkthrough.

2.2.1 **Kick-off Meeting**

The A/E will facilitate a kick-off meeting with the City at the project site to discuss project approach, schedule, key milestones, and key contacts. Prior to the kick-off meeting, A/E will submit a proposed meeting agenda that will include: (1) items to be discussed, (2) specific questions to be answered, and (3) additional data requests.

Immediately following the project kick-off meeting, A/E will visit the site with City staff to obtain input on the design and maintenance considerations and requirements and will gather and review additional pertinent information.

A/E will prepare and submit a meeting summary that documents discussions and action items from the kick-off meeting and facility site visit.

No Subsurface Utility Engineering Services will be conducted by A/E.

2.2.2 **Geotechnical Services**

The A/E will coordinate with subconsultant (MC Squared, Inc.) to provide geotechnical services to include:

- Review of available geotechnical reports for previous work performed at the site and review the NRCS-USDA Pinellas County Soil Survey and USGS topographic maps.
Make appropriate contact to Sunshine811 prompting utilities owners to field locate their underground utilities.

- Acquire required permits through the City of St. Petersburg and/or Pinellas County to perform the necessary field work within the public rights-of-way of Shore Acres Blvd. NE, Connecticut Ave. NE, Helena St. NE and Arizona Ave. NE.
- Performing six (6) Standard Penetration Test (SPT) borings. The SPT borings will be performed in general accordance with ASTM D-1586. A hand-auger (HA) boring will be performed in the upper 4FT, or deeper, of the SPT borings to avoid potentially unmarked utilities. After the HA boring, soil sampling will be performed continuously from 4FT to 10FT, and in 5FT depth increments thereafter, beginning at 13.5 FT bgs to the planned termination depth. Silt barriers will be utilized during the drilling operations to prevent sediments from entering the nearby canals. It is anticipated that two (2) of the SPT borings will require drilling through the roadway pavement.
- Measure and record the depth at which the groundwater is encountered during drilling.
- Restore all areas disturbed by the field work using bentonite pellets and soil cuttings and cold-patch asphalt.
- Perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System (USCS), as appropriate. The laboratory testing will likely include grain size analyses (percent passing the U.S. No. 200 sieve), organic content, Atterberg Limits and natural moisture content determinations.

2.2.3 Topographic Survey

The City will directly procure the services of a professional land surveyor (PLS) to obtain topographic survey for the project area from rights-of-way to rights-of-way. The City will provide (or have the PLS provide) digital AutoCAD files of the survey including a digital terrain model (DTM) of the existing ground surface.

TASK 3 – FINAL DESIGN

Based upon the outcome of Task 2, the A/E will develop detailed design documents. The design drawings will be prepared in AutoCAD. Drawings will be prepared as 11x17 drawings at 1" = 40' scale. Plan views will show proposed work except for select profiles for subaqueous crossing or critical conflict areas/intersection crossings. Project specifications will be Technical Specifications In CSI format, 2014 MasterFormat that will supplement the City’s standard technical specifications (Section 1). Sheet Details will include applicable City standard details.

The Final Design will be delivered at three stages of completion to allow for input by the City. The stages will be 60%, 90%, and 100%/Bid Ready. At each stage, an engineer’s opinion of probable construction cost (EOPCC) will be provided.

A/E will prepare and lead a meeting after each interim submittal to review the draft design submittal and discuss City comments. A/E will prepare and distribute a meeting agenda and meeting summary documenting comments and action items from the design review meeting.
3.3.1 Utility Coordination

A/E will create a Design Ticket through Sunshine811 to obtain a list of existing utility owners in addition to the City of St. Petersburg. A/E will contact these utility owners to request existing "as-built" information prior to preparation of the 60% submittal. If no as-built information is available, A/E will send 60% submittal plans to utility owners requesting they be "red-lined" with information on existing utilities.

TASK 4 – PERMITTING

Construction permits are anticipated to be required from the following agencies:

- United States Army Corps of Engineers (USACOE) for Environmental Resource Permit for the intracoastal crossings
- A Florida Department of Environmental Protection (FDEP) for SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS, FDEP Form 62-555.900(1).

The A/E will attend and participate in one pre-application meeting with the USACOE. The ERP will require the submittal of a site specific hydrofracture plan during proposed horizontal directional drilling activities. The A/E will prepare permit applications and corresponding backup documentation for the two permits identified. The City will sign permit applications as the Permittee and the A/E will sign as the Professional Engineer(s) in Responsible Charge of Designing Project. The City will submit permit applications to the responsible regulatory agency. The City will pay all permit application fees.

The A/E will respond to up to two requests for additional information from each permitting agency.

TASK 5 – BIDDING SERVICES

The City will procure services from a qualified contractor through a public procurement process. The A/E will provide the following services in connection with the public procurement:

- Attend a pre-bid meeting and site visit.
- Respond to requests for information from prospective bidders. Prepare responses for the City to issue addenda to interpret, clarify or expand the contract documents.
- Provide bid evaluation and recommendation. A/E will contact up to two references of the apparent low bid contractor to assess qualifications.
- Prepare a conformed set of drawings and specifications incorporating revisions from addenda during the bidding phase.

City to confirm bids are compliant with the bid requirements. City to provide a Bid Tab (compiled Microsoft Excel file) with each bidder’s cost information. Alternative equipment proposed by potential bidders will not be evaluated by A/E during the bidding process.
III. **SCHEDULE**

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

A preliminary schedule of the work (calendar days from notice to proceed) is summarized below. The proposed schedule assumes receipt of topographic survey files within 7 days of the kick-off meeting.

<table>
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<th>Milestone</th>
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<th>Completion Date (Calendar Days from NTP)</th>
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<td>Task 2 - Kick-off Meeting</td>
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<tr>
<td>Task 2 - Data Collection and Evaluation</td>
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<tr>
<td>Task 2 - Geotechnical Services</td>
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<td>Task 5 - Bidding Services</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.

VI. **DELIVERABLES**

All deliverables to be in electronic format only.

**Task 1**
- Meeting Agendas and Summaries.
- Monthly Progress Reports.
- Monthly Invoices.

**Task 2**
- Kick-off Meeting Agenda and Summary.
- Geotechnical Investigation (pdf of report).
Task 3

- Contract Drawings and Technical Specifications (Contract Drawings (pdf), Technical Specifications (MS Word), and EOPCC (pdf) at 60%, 90%, and 100%/Final.

Task 4

- Pre-application meeting summary.
- Permit applications and supporting documentation.

Task 5

- Email correspondence with draft responses to questions from prospective bidders.

VII. **A/E'S COMPENSATION**

For Tasks 1 through 4, the City shall compensate the A/E the lump sum amount of $120,784.48.

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 not to exceed amount for this Task Order is $135,784.48, per Appendix A.

VIII. **PROJECT TEAM**

The project design team is comprised of staff of Arcadis U.S., Inc. MC Squared, Inc. will be used for geotechnical investigation.

IX. **MISCELLANEOUS**

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

ATTEST

By: ____________________________
    Chandrakasa 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)
    David O'Connor, PE – Associate Vice President
    (Printed Name and Title)

Date: 11/14/18

WITNESSES:

By: ____________________________
    (Signature)
    Scott Lehman
    (Printed Name)

By: ____________________________
    (Signature)
    Kristen A. Warsman
    (Printed Name)
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ULTANT (per contract).
SHORE ACRES WATER MAIN REPLACEMENT
POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
Project No. 19013-111

APPROVED BY:

DATE: 11/29/2018
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of January 3, 2019

TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: A Resolution approving a new provision, Discharges by Contractor and Corrective Action Plans, that will be included in construction agreements; authorizing the City Attorney’s office to make non-substantive changes to this provision; authorizing the Mayor or his designee to amend existing construction agreements to incorporate this provision into such agreements; and providing an effective date.

EXPLANATION: The City is currently under FDEP Consent Order OGC 16-1280, which outlines certain terms and conditions the City must meet, including the prohibition of the discharge of wastewater or reclaimed water from the City’s facilities and systems that does not meet the requirements of any operating or NPDES permit. This includes discharges caused by anyone working for the City in any capacity, including contractors.

In an effort to increase contractor accountability, transparency and reduce discharges, Administration desires to incorporate the Discharges by Contractor and Corrective Action Plans provision, which is attached hereto, into current and future construction agreements.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute a new provision, Discharges by Contractor and Corrective Action Plans, that will be included in construction agreements; authorizing the City Attorney’s office to make non-substantive changes to this provision; authorizing the Mayor or his designee to amend existing construction agreements to incorporate this provision into such agreements; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Discharges by Contractor and Corrective Action Plans Provision

APPROVALS: [Signature] Administrative for CT.
Resolution No. 2019- ____________

A RESOLUTION APPROVING A NEW PROVISION, DISCHARGES BY CONTRACTOR AND CORRECTIVE ACTION PLANS, THAT WILL BE INCLUDED IN CONSTRUCTION AGREEMENTS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THIS PROVISION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO AMEND EXISTING CONSTRUCTION AGREEMENTS TO INCORPORATE THIS PROVISION INTO SUCH AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in an effort to increase contractor accountability and reduce discharges, Administration desires to incorporate the Discharges by Contractor and Corrective Action Plans provision, which is attached hereto, into current and future construction agreements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council approves a new provision, Discharges by Contractor and Corrective Action Plans, for inclusion in construction agreements.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to this provision.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to amend existing construction agreements to incorporate this provision into such agreements.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ___________________ Administration: ___________________

00419776 FINAL
DISCHARGES BY CONTRACTOR AND CORRECTIVE ACTION PLANS

The spill or discharge of any substance (e.g., wastewater, fully or partially treated reclaimed water, line or tank washwater, etc.) by Contractor or its employees, agents or subcontractors in violation of applicable Laws ("Discharge") shall constitute a default of this Contract.

In the event of a Discharge, Contractor shall immediately (i) report the Discharge to the Engineer and the City’s Emergency Dispatch Center (727-893-7261) and (ii) control, contain, and stop the Discharge.

Within fifteen (15) days of a Discharge, the Contractor shall submit to the City a proposed corrective action plan for preventing future Discharges. Upon the City’s acceptance of a corrective action plan, Contractor’s compliance with such plan shall automatically become a term of the Contract. Contractor’s failure to comply with the corrective action plan, or Contractor’s failure to prepare a corrective action plan that is acceptable to the City, shall constitute a default of the Contract. Contractor’s compliance with a corrective action plan shall not relieve Contractor of liability for damages as set forth below. In the event of a conflict between the Contract and the corrective action plan, the Contract shall prevail.

In addition to Contractor’s indemnity obligations under the Contract that may arise in connection with a Discharge, Contractor agrees that the following damages will be readily ascertainable and that the appropriate remedy is the recovery of actual damages from Contractor. Such actual damages include: (i) damage to property (City and third-party) arising from a Discharge, (ii) fines imposed on the City by the Florida Department of Environmental Protection ("FDEP"), including fines imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP, and (iii) costs incurred by the City as a result of such Discharge, including costs imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP. In addition to those readily ascertainable damages set forth above, the Contractor acknowledges that the City will suffer other indirect damages (including reputational damages) due to a Discharge that are not readily ascertainable and agrees that the Contractor shall pay the aggregate amount of $5,000 per Discharge to the City as agreed reasonable and proportionate liquidated damages, not as a penalty. The parties acknowledge that the recovery of liquidated damages and actual damages constitutes a combination of remedies rather than an impermissible election of remedies under Florida law.

The City shall deduct all damages owed by Contractor pursuant to this paragraph from amounts due to Contractor under the Contract. In the event that the amount owed to Contractor is less than the amount of damages Contractor is required to pay the City pursuant to this paragraph, Contractor shall remit the amount of such damages owed to the City pursuant to this paragraph within ten (10) days after receipt of an invoice from the City.
The obligations and liabilities of Contractor resulting from a Discharge as set forth in this paragraph shall not limit Contractor's other obligations and liabilities set forth in the Contract or under applicable Laws.
The following page(s) contain the backup material for Agenda Item: Ordinance approving a vacation of a 20-foot north-south alley located between 35th Avenue South and 36th Avenue South between 6th Street South and Dr. Martin Luther King Jr. Street South, adjacent to Lots 24 and 26 of Bayou Vista Revised Map Block B and Lots 13 and 14 of Big Bayou Subdivision, Florence Goldies Revision Block 3. (City File 18-33000008)
Please scroll down to view the backup material.
SAINT PETERSBURG CITY COUNCIL

Meeting of January 3, 2019

TO: The Honorable Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 20-foot North South alley located between 35th Avenue South and 36th Avenue South between 6th Street South and Dr. Martin Luther King Jr. Street South, adjacent to Lots 24 and 26 of Bayou Vista Revised Map Block B and Lots 13 and 14 of Big Bayou Subdivision, Florence Goldies Revision Block 3 (City File No.: 18-33000008)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for January 17, 2019

The Request: The request is to vacate a 20-foot North South alley located between 35th Avenue South and 36th Avenue South between 6th Street South and Dr. M.L. King Jr. Street South, adjacent to Lots 24 and 26 of Bayou Vista Revised Map Block B and Lots 13 and 14 of Big Bayou Subdivision, Florence Goldies Revision Block 3.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”) and Description and Sketch (Exhibit “A”). The applicant’s goal is to consolidate the property to the west of the alley, Ukumbak Apartments, Inc., for redevelopment and for the owner of Lot 24, Shane and Heather Woods, to gain additional land. The owner of Lot 13, Phetsamone Khammanivong, is not party to this application but will need to work with the applicants so that they can meet the conditions of approval.

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

Agency Review: This application was routed to City Departments and private utility providers. City departments had no objection, though Engineering did have conditions of approval. Private utility provider Duke has objected on the basis that overhead facilities either need to be relocated or an easement provided to Duke.
Public Comments: One email was received stating that the property owner was happy to see some new development in the area.

DRC Action/Public Comments: On December 5, 2018, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7 - 0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends APPROVAL of the alley right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicants and owners of abutting property shall either relocate Duke Energy facilities, provide an easement acceptable to Duke Energy or provide a letter of no objection from Duke Energy. In any case a letter of no objection from Duke Energy is required.

2. Prior to recording of the vacation Ordinance comply with the conditions of the Engineering Memorandum dated October 14, 2018. If the alley paving is to be removed as outlined in the Engineering Memorandum, then obtain a row permit for condition #2 for work in the right-of-way and provide a performance bond to the City's Engineering Department for that work. An acceptable alternative to satisfy condition #2 if the curb cuts are to remain and be used as a driveway to serve multiple lots; the owner of each lot to provide a cross access easement over their portion of the vacated alley to each of the other owners so that they may continue to access their parking from this driveway; driveways and aprons to be paved to meet driveway requirements of City Code Section 16.40.090.3.3 and Engineering requirements as shown in Engineering Standards for Residential Driveways. A second acceptable alternative is to create a curb cut and driveway for 726 35th Avenue South and 727 36th Avenue South through a residential driveway permit, a survey would be required with the driveway permit.

Attachments: Parcel Map, Aerial, Ordinance with Exhibit “A”, DRC Staff Report
Attachment A
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No: 18-33000008
Address: 734 734 ½ 35th Avenue South and 727 and 731 36th Avenue South
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No: 18-33000008
Address: 734-35th Avenue South and 727 and 731 36th Avenue South

Attachment B
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF A 20-FOOT NORTH SOUTH ALLEY LOCATED BETWEEN 35TH AVENUE SOUTH AND 36TH AVENUE SOUTH BETWEEN 6TH STREET SOUTH AND DR. MARTIN LUTHER KING JR. STREET SOUTH, ADJACENT TO LOTS 24 AND 26 OF BAYOU VISTA REVISED MAP BLOCK B AND LOTS 13 AND 14 OF BIG BAYOU SUBDIVISION, FLORENCE GOLDIES REVISION BLOCK 3; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on December 5, 2018 (City File No. 18-33000008):

Legal Description: See attached Exhibit “A” – 1 page.

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

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

1. Prior to recording the vacation ordinance, the applicants and owners of abutting property shall either relocate Duke Energy facilities, provide an easement acceptable to Duke Energy or provide a letter of no objection from Duke Energy. In any case a letter of no objection from Duke Energy is required.

2. Prior to recording of the vacation Ordinance comply with the conditions of the Engineering Memorandum dated October 14, 2018. If the alley paving is to be removed as outlined in the Engineering Memorandum, then obtain a row permit for condition #2 for work in the right-of-way and provide a performance bond to the City’s Engineering Department for that work. An acceptable alternative to satisfy condition #2 if the curb cuts are to remain and be used as a driveway to serve multiple lots; the owner of each lot to provide a cross access easement over their portion of the vacated alley to each of the other owners so that they may continue to access their parking from this driveway; driveway and aprons to be paved to meet driveway requirements of City Code Section 16.40.090.3.3 and Engineering requirements as shown in Engineering Standards for Residential Driveways. A second acceptable alternative is to create a curb cut and driveway for 726 35th Avenue South and 727 36th Avenue South through a residential driveway permit, a survey would be required with the driveway permit.
Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:  

PLANNING & DEVELOPMENT SERVICES DEPARTMENT:

[Signatures]
This is not a survey

35th Avenue South (40’ R/W) (Palm Ave.—Per Plat)

Lot 14, Block 3, Big Bayou Florence L. Goldie’s Revised Subd. (Plat Book 5, Page 13)

Lot 13, Block 3, Big Bayou Florence L. Goldie’s Revised Subd. (Plat Book 5, Page 13)

Lot 26, Block B, Revised Map of Bayou Vista Subdivision (Plat Book 4, Page 17)

Lot 24, Block B, Revised Map of Bayou Vista Subdivision (Plat Book 4, Page 17)

36th Avenue South (60’ R/W) (Palm Ave.—Per Plat)

Sketch and legal description of existing alley to be vacated:

The 20 foot wide platted alley lying south of 35th Avenue South (Palm Ave.—Per Plat), between Lots 13 and 14, Block 3, Big Bayou, Florence L. Goldie’s Revised Subd., recorded in Plat Book 5, Page 13, Public Records of Pinellas County, Florida; and north of 36th Avenue South (Palm Ave.—Per Plat), between Lots 24 and 26, Block B, Revised Map of Bayou Vista Subdivision, recorded in Plat Book 4, Page 17, of the Public Records of Pinellas County, Florida.

Containing 4760 square feet, more or less.

Job Number: MMXVIII335
David C. Harner
Professional Surveyor & Mapper
9225 Gulf Boulevard
TREASURE ISLAND, FL 33706
Telephone: (727) 360-0536
Scale: 1 inch = 40 feet
Section 31 Township 31 South Range 17 East

Certified To: George Gower

I hereby certify to the herein named party or parties that the sketch and legal description represented herein meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61-17, Florida Administrative Code, pursuant to Florida Statute 472.027.

Legend:
(R)R-Right of Way (P)-Plat

8/20/18 D.C.H.
David C. Harner P.S.M.
Registration Number 3850

"Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper"
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on December 5, 2018 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO: 18-33000008
PLAT SHEET: F-19

REQUEST:
Approval of a vacation of a 20-foot North South alley located between 35th Avenue South and 36th Avenue South between 6th Street South and Dr. M. L. King Jr. Street South, adjacent to Lots 24 and 26 of Bayou Vista Revised Map Block B and Lots 13 and 14 of Big Bayou Subdivision, Florence Goldies Revision Block 3.

OWNER:
Shane M. and Heather A. Woods
727 36th Avenue South
Saint Petersburg, Florida 33705

Ukumbak Apartments, Inc.
PO Box 547
Saint Petersburg, Florida 33731

Ukumbak Apartments, Inc.
545 20th Avenue Northeast
Saint Petersburg, Florida 33704

AGENT:
George Gower
545 20th Avenue Northeast
Saint Petersburg, Florida 33704

ADDRESSES AND PARCEL ID NOS.:
734 1/2 35th Avenue South; 31-31-17-03960-002-0267
734 35th Avenue South; 31-31-17-08802-003-0140
LEGAL DESCRIPTION: See Exhibit "A" for Legal Description of Vacated Area
ZONING: Neighborhood Traditional Single-Family (NT-1)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 20-foot North South alley located between 35th Avenue South and 36th Avenue South between 6th Street South and Dr. M.L. King Jr. Street South, adjacent to Lots 24 and 26 of Bayou Vista Revised Map Block B and Lots 13 and 14 of Big Bayou Subdivision, Florence Goldies Revision Block 3.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Description and Sketch (Exhibit "A"). The applicant's goal is to consolidate the property to the west of the alley, Ukumbak Apartments, Inc., for redevelopment and for the owner of Lot 24, Shane and Heather Woods, to gain additional land. The owner of Lot 13, Phetsamone Khammanivong, is not party to this application but will need to work with the applicants so that they can meet the conditions of approval.

Analysis. Staff's review of a vacation application is guided by:

A. The City's Land Development Regulations (LDR's);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant (Attachment "C") does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.

This application was routed to City Departments and private utility providers. City departments had no objection, though Engineering did have conditions of approval. Private utility provider Duke has objected on the basis that overhead facilities either need to be relocated or an easement provided to Duke.
2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

This application will not deny access to any lot of record.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

This alley right-of-way has not been regularly used other than by the occupants of the four abutting properties. One of the conditions of approval in the Engineering memorandum dated October 14, 2018, would be that access to the properties be only through the private properties. The subject lots are Zoned NT-1 which does allow access from the primary street. There is an existing curb cut on 35th Avenue South and driveway paving in the right-of-way at 36th Avenue South, which will be required to be removed as a result of this vacation approval, see the Engineering Memorandum dated October 14, 2018.

In response to the comments received from the City’s Engineering Department, one of the applicants, George Gower of Ukumbak Apartments, Inc. has agreed that he will remove the existing curb cut and paving and provide legal access and two parking spaces for the two properties abutting the alley to the east (lots 13 and 24). The two lots to the west (lots 14 and 26) will be provided access through future site plan approvals.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

There is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors. Duke Energy has requested that they be granted a private easement.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

No other factors have been raised for consideration.

B. Comprehensive Plan

There are policies in the City's Comprehensive Plan which apply to vacation of right-of-way in specific areas of the City, none of these policies apply to this request.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Lakewood Terrace Neighborhood Association. There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.
Comments from Agencies and the Public: No calls were received from the public or from the Neighborhood Association in response to this application. One email was received stating that he was happy to see some new development in the area. As noted above Duke Energy has requested an easement for their facilities.

RECOMMENDATION. Staff recommends APPROVAL of the proposed alley right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicants and owners of abutting property shall either relocate Duke Energy facilities, provide an easement acceptable to Duke Energy or provide a letter of no objection from Duke Energy. In any case a letter of no objection from Duke Energy is required.

2. Prior to recording of the vacation Ordinance comply with the conditions of the Engineering Memorandum dated October 14, 2018. If the alley paving is to be removed as outlined in the Engineering Memorandum, then obtain a row permit for condition #2 for work in the right-of-way and provide a performance bond to the City’s Engineering Department for that work. An acceptable alternative to satisfy condition #2 if the curb cuts are to remain and be used as a driveway to serve multiple lots; the owner of each lot to provide a cross access easement over their portion of the vacated alley to each of the other owners so that they may continue to access their parking from this driveway; driveway and aprons to be paved to meet driveway requirements of City Code Section 16.40.090.3.3 and Engineering requirements as shown in Engineering Standards for Residential Driveways. A second acceptable alternative is to create a curb cut and driveway for 726 35th Avenue South and 727 36th Avenue South through a residential driveway permit, a survey would be required with the driveway permit.

REPORT PREPARED BY:

[Signature]
Kathryn A. Younkin, AICP, LEED AP BD + C, Subdivision Coordinator
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

[Signature]
Jennifer Bryla, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachments: A – Parcel Map, B – Aerial Map, C – Applicant’s Narrative and Exhibits
Exhibit “A” – Description and Sketch of the Alley proposed for vacation
Attachment A
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No: 18-33000008
Address: 734 734 ½ 35th Avenue South
and 727 and 731 36th Avenue South

N↑
(nts)
TO: Iris Winn, Administrative Clerk, Development Services
    Jennifer Bryla, Zoning Official, Development Review Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: October 14, 2018
SUBJECT: Alley Vacation – 734 35th Avenue South
FILE: 18-33000008

LOCATION AND PIN: 734 1/2 35th Avenue South; 31/31/17/03960/002/0261
    734 35th Avenue South; 31/31/17/08802/003/0140
    727 36th Avenue South; 31/31/17/03960/002/0240
    731 36th Avenue South; 31/31/17/03960/002/0280

ATLAS: F-19
PROJECT: Vacation
REQUEST: Approval of a vacation of a 20-foot North South alley located between
    35th Avenue South and 36th Avenue South between 6th Street South and
    Dr. M.L. King Jr. Street South, adjacent to Lots 24 and 26 of Bayou
    Vista Revised Map Block B and Lots 13 and 14 of Big Bayou
    Subdivision, Florence Goldies Revision Block 3.

COMMENTS: The Engineering Department has no objection to the vacation request with the following
    comments:

1. City Utility Maps do not indicate the existence of any City owned public infrastructure within alley proposed
    for vacation. Therefore no public utility easement is required as a condition of the vacation request.

2. Since the vacated area will be split between the east and west ownerships, any existing access to private
    property along the alley would need to be relocated to be completely within the private property. The redundant
    alley approaches to the Avenues must be removed from within the public right of way of 35th Avenue South and
    36th Avenue South as follows:

   a) The applicant shall be required to properly remove the redundant alley approach at 35th Avenue South
      and all associated paving in the public right of way. Existing drop (flush) roadway curb across the alley
      approach shall be removed and replaced with an appropriate raised curb to match existing adjacent curb
      type. The area behind the road curb shall be filled and appropriately graded and the public sidewalk shall
      be replaced across the width of the removed driveway approach. All disturbed areas of the parkway (area
      between the road curb and the property line) shall be restored with appropriate grading for drainage toward
      the public road and stabilized with sod, NOT SEED.

   b) The applicant shall be required to removed the pavement surfaces associated with the driveway approach
      to 36th Avenue South. Existing road curb is a valley curb and therefore may remain at this location and
      sidewalk replacement is not required since there is no existing adjacent sidewalk. The area of the removed
approach must be appropriately graded to match existing adjacent grade and maintaining drainage toward the public roadway with all disturbed areas of the parkway restored and stabilized with sod, NOT SEED.

3. A Right of Way Work permit for removal of the redundant alley aprons issued by the City Engineering must be obtained prior to the commencement of construction within dedicated right-of-way. All work within right of way shall be in installed by the applicant's licensed contractor in accordance with the current standards, specifications, and policies adopted by the City. All design, permitting, and construction shall be performed at the sole expense of the applicant.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
I received subdivision decision August 21, 2018

Application Sc Peret SuUt www.stpete.org

DEVELOPMENT REVIEW APPLICATION

Application No. J35OQQOD

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg’s Development Review Services Division, located on the 1st floor of the Municipal Services Building, One 4th Street North.

Application Type:

Lot Line Adjustment
Lot Split
Lot Retacing
Street Name Change
Street Closing

Vacating – Street Right-of-Way
Vacating – Alley Right-of-Way
Vacating – Walkway Right-of-Way
Vacating – Easement
Vacating – Air Rights

GENERAL INFORMATION

NAME of APPLICANT (Property Owner): UKUMBARK Apartments Inc. George Gower President

Street Address: 545 20th Ave NE
City, State, Zip: Saint Petersburg FL 33704
Telephone No: 727 688 8338 Email Address: ggower@tampabayhousing.com

NAME of AGENT or REPRESENTATIVE:
Street Address: 
City, State, Zip: 
Telephone No: Email Address:

PROPERTY INFORMATION: West side of alley from 36th Ave S, North to 35th Ave S
Street Address or General Location: between 35th Ave S and 35th Ave S about 7th St S
Parcel ID#: 31 31 17 03960 002 0260, 31 31 17 03960 002 0261, 31 31 17 08802 003 0140

DESCRIPTION OF REQUEST:
Vacate and return west side of alley to owned adjoining lots on west apx 10x238

PRE-APPLICATION DATE: 5/8/18 PLANNER: Kathryn Younk

FEE SCHEDULE
Lot Line & Lot Split Adjustment Administrative Review $200.00 Vacating Streets & Alleys $1,000.00
Lot Line & Lot Split Adjustment Commission Review $300.00 Vacating Walkway $400.00
Lot Retacing Administrative Review $300.00 Vacating Easements $500.00
Lot Retacing Commission Review $500.00 Vacating Air Rights $1,000.00
Variance with any of the above $200.00 Street Name Change $1,000.00
Street Closing $1,000.00

Cash, credit, and checks made payable to the “City of St. Petersburg”

AUTHORIZATION

City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspections will be referred to the City’s Codes Compliance Assistance Department.

The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant’s signature affirms that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE, OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

Signature of Owner/Agent: George O Gower, President
Date: 8/17/18

*Affidavit to Authorize Agent required, if signed by Agent.

Typed name of Signatory: George O Gower, President
All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg’s Development Review Services Division, located on the 1st floor of the Municipal Services Building, One 4th Street North.

Application Type:
Per: 16.40.140 & 16.70.050

Lot Line Adjustment
Lot Split
Lot Refacing
Street Name Change
Street Closing
Vacating – Street Right-of-Way
Vacating – Alley Right-of-Way
Vacating – Walkway Right-of-Way
Vacating – Easement
Vacating – Air Rights

NAME of APPLICANT (Property Owner): Shane M Woods, Heather A Woods
Street Address: 727 36th Ave S
City, State, Zip: Saint Petersburg, FL 33705
Telephone No: 727 3207670

NAME of AGENT or REPRESENTATIVE: George Gower
Street Address: 545 20th Ave NE
City, State, Zip: St Petersburg, FL 33704
Telephone No: 727 688 8338

PROPERTY INFORMATION: East side of alley from 36th Ave S, North to south lot line of lot 13 on 35th Ave S
Street Address or General Location: 727 36th Ave S
Parcel ID#: 31 31 17 03960 002 0240

DESCRIPTION OF REQUEST:
vacate and return east side of alley to owned adjoining lot on east, apx 10x160

PRE-APPLICATION DATE: 8/18/18
PLANNER: KATHARYN YOUNKIN

FEE SCHEDULE
Lot Line & Lot Split Adjustment Administrative Review $200.00
Lot Line & Lot Split Adjustment Commission Review $300.00
Lot Refacing Administrative Review $300.00
Lot Refacing Commission Review $500.00
Vacating Streets & Alleys $1,000.00
Vacating Walkway $400.00
Vacating Easements $500.00
Vacating Air Rights $1,000.00
Street Name Change $1,000.00
Street Closing $1,000.00

Cash, credit, and checks made payable to the “City of St. Petersburg”

AUTHORIZATION

City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the Inspections will be referred to the City’s Codes Compliance Assistance Department.

The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant’s signature affirms that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE, OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

Signature of Owner/Agent: __________________________ Date: 8/21/18
*Affidavit to Authorize Agent required, if signed by Agent.

Typed name of Signatory: SHANE M. WOODS
In accordance with LDR Section 16.70.040.1.F.2. "It is the policy of the City to encourage applicants to meet with residents of the surrounding neighborhoods prior to filing an application for a permit requiring review and public hearing. The applicant, at his option, may elect to include neighborhood mediation as a preparatory step in the development process. Participation in the public participation process prior to required public hearings will be considered by the decision-making official when considering the need, or request, for a continuance of an application. It is not the intent of this section to require neighborhood meetings, but to encourage meetings prior to the submission of applications for approval and documentation of efforts which have been made to address any potential concerns prior to the formal application process."

### APPLICANT REPORT

**Street Address:**

1. Details of techniques the applicant used to involve the public
   (a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal
   
   **LAKEWOOD TERRACE NEIGHBORHOOD ASSOCIATION**
   
   **JULY 19, 2018**

   
   (b) Content, dates mailed, and number of mailings, including letters, meeting notices, newsletters, and other publications

   
   
   (c) Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located

2. Summary of concerns, issues, and problems expressed during the process

3. Signature or affidavit of compliance - President or vice-president of any neighborhood associations

   Check one: ( ) Do not support the Proposal
   ( ) Unable to comment on the Proposal at this time
   ( ) Other comment(s):

   **LAKEWOOD TERRACE**

   President or Vice-President Signature

   If the president or vice-president of the neighborhood association are unavailable or refuse to sign such certification, a statement as to the efforts to contact them and (in the event of unavailability or unwillingness to sign) why they were unable or unwilling to sign the certification.
Lakewood Terrace Neighborhood Association!

General July Meeting Agenda!

Meeting Location: Enoch Davis Center 1111 18th Ave S

Lakewood Terrace Neighborhood Association is a volunteer group of people with a common interest banding together to maintain and improve the neighborhood in which we live.

<table>
<thead>
<tr>
<th>Time</th>
<th>Duration</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:30</td>
<td></td>
<td>Meet and greet</td>
<td>Meet your neighbors and grab a bite to eat</td>
</tr>
<tr>
<td>6:58</td>
<td></td>
<td>Call to seats</td>
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<tr>
<td>6:59:30</td>
<td></td>
<td>Moment of Silence</td>
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<tr>
<td>7:00</td>
<td>15 Min</td>
<td>Meeting Minutes</td>
<td>Move to have meeting minutes approved at BoD meeting and posted to the new active member website</td>
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</table>

City Affairs and Community Reports

- Report on last month's crimes and answer questions.
- Report on last month's code cases and answer questions.
- Introduction of our new City of St. Pete Neighborhood Specialist
- Free Breakfast and Lunch for 18 and younger (See flyer and lwtna.org for details)

Association Affairs

- Now we can apply for grants offered by anyone
- Any donations to the Assoc. are tax deductible to the donor
- Applying for sales tax exemption status with State of FL. All purchases for the association will be sales tax free
- Registering non-profit with State of FL agriculture department as required
- We now have Office 365 for free through the Microsoft non-profit program
  - Email system
  - Active member web site with features like:
    - Document Storage: All association documents will be stored on the site Meeting minutes, By-Laws, Flyers, legal, accounting, pictures... Some types of documents be available only to BOD
    - Communication Tools
      - Skype conferencing and group chat.
    - Organizer: To do list, Event calendars, contact list, discussion tracking
  - And so much or.

Microsoft Office 365 for Non-Profits

President: Kenneth Conklin
Vice President: David VanWanzena
Treasure: Edna Barans
Recording Secretary: Wilhelmia Babcock
Corresponding Secretary: Julia Latimore
## Association Affairs Continued

| Crime Watch Group | - Status of setting up the Crime Watch  
| Keith Bacon on behalf of Luke Sharpnack | - lwtcw.org (move to purchase $15 per yr.)  
| www.lwtcw.org for website  
| @lwtcw.org email | - Part of our Office 365  
| | - Should Sponsor Trunk and Treat or Winter Huddle event? |

| Pinellas Point Group | - Meeting Monday 12 – 1pm  
| | - Planning the next Food Truck Rally for the beginning of November  
| | - Most likely schedule Food Truck Rally twice a year in. spring and fall |

| George Gower vacating Public Right Away | - Asking for association’s support for vacation of Public Right-Away  
| 700 block between 35th and 36th Avenues So. | - Florida Fish and Wildlife – Coyotes  
| | - Educate about urban coyotes and questions and answers  
| | - One big meeting for all Pinellas Point residents (about 2 hrs.) or several small meetings (about 1 – 1.5 hrs.) at different locations  
| | - St. Pete history museum about our neighborhood history (about 45 Min) |

### Up Coming Events

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<th>Date</th>
<th>Time</th>
<th>Subject</th>
<th>Details</th>
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| July 21st  | 11-2pm | Summer Sizzle BBQ      | - Lakewood Terrace Neighborhood Park: 701 38 Ave. So.  
|            |        |                        | - Setup starts at 10 AM  
|            |        |                        | - Flyers handed out last weekend, Thank you David, Phyllis  
|            |        |                        | - Grilling will be done next door to the park at Luke’s and Julian’s house: Thank you guys  
|            |        |                        | - Did not add the bicycle registration to the flyer. |
| Oct 27th   | 11-2pm | Trunk & Treat Parade   | - Lake Maggiore Park  
| Nov?       | ?      | Food Truck Rally       | - Rent-A-Center pledged support  
|           |        |                        | - Skyway Shopping Center |

### Open Discussion

<table>
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<th>Details</th>
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THIS IS NOT A SURVEY

35TH AVENUE SOUTH (40' R/W)
(PALM AVE.–PER PLAT)

---

LOT 14, BLOCK 3,
BIG BAYOU FLORENCE L.
GOLDIE’S REVISED SUBD.
(PLAT BOOK 5, PAGE 13)

20'(P)

LOT 13, BLOCK 3,
BIG BAYOU FLORENCE L.
GOLDIE’S REVISED SUBD.
(PLAT BOOK 5, PAGE 13)

20'(P)

20'(P)

LOT 24, BLOCK B,
REVISED MAP OF
BAYOU VISTA
SUBDIVISION
(PLAT BOOK 4, PAGE 17)

160'(P)

LOT 26, BLOCK B,
REVISED MAP OF
BAYOU VISTA
SUBDIVISION
(PLAT BOOK 4, PAGE 17)

160'(P)

SKETCH AND LEGAL DESCRIPTION OF EXISTING ALLEY TO BE VACATED:
THE 20 FOOT WIDE PLATTED ALLEY LYING SOUTH OF 35TH AVENUE SOUTH (PALM AVE.–PER PLAT), BETWEEN LOTS 13 AND 14, BLOCK 3, BIG BAYOU, FLORENCE L. GOLDIE’S REVISED SUBD., RECORDED IN PLAT BOOK 5, PAGE 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND NORTH OF 36TH AVENUE SOUTH (PARK AVE.–PER PLAT), BETWEEN LOTS 24 AND 26, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION, RECORDED IN PLAT BOOK 4, PAGE 17, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 4760 SQUARE FEET, MORE OR LESS.

JOB NUMBER: MMXVIII335
TELEPHONE: (727) 360-0636
SCALE: 1 INCH = 40 FEET
SECTION 31 TOWNSHIP 31 SOUTH RANGE 17 EAST
CERTIFIED TO: GEORGE GOWER
9925 GULF BOULEVARD
TREASURE ISLAND, FL. 33706

I HEREBY CERTIFY TO THE HEREIN NAMED PARTY OR PARTIES THAT THE SKETCH AND LEGAL DESCRIPTION REPRESENTED HEREIN MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.027.

LEGEND:
R/W=RIGHT OF WAY (P)=PLAT

8/20/18

DAVID C. HARNER P.S.
REGISTRATION NUMBER 2550

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
July 19, 2018

City of St Petersburg Development Review Division
POB 2842
St Petersburg FL 33731

RE: 35th Ave S to 36th Ave S and approximately 7th Street S

Vacation of area between platted subdivisions.

The area under consideration is the alley between 35th and 36th Avenue South. This north-south 20 foot wide strip is an unpaved sandy area infrequently used. Currently there is a 30 inch+ live oak tree growing in the middle of the alley. It takes 60 to 100 years to grow to this size which further attests to the infrequent use. The nature of development in the time of these plats (1916) did not always consider the need of an alley.

All affected neighbors, which were found, are in agreement with the closing. Neighbors on the north and south terminus (across 35th and 36th Ave) are also in agreement via casual conversations. The Lakewood Terrace Neighborhood Association is also in agreement.

The current applicant ownership along this proposed vacation is 50% of total which is 238 feet. (The entire west side)

The applicant has contacted the owner of lot 24, 727 36th Ave South, who is the only homeowner on the alley and is very agreeable to the vacation. He owns 160 feet or 67% of the total of the east side of alley. The remaining owner to the north east, 726 35th Avenue S., Lot 14 Florence Goldie’s Revised Sub, has 78 feet along the alley or 33% of total of east side of alley. This owner has not responded to posting on the rented duplex on the lot or to mailings to the Tax Assessor’s owners of record address or to any other properties under the same ownership. They are currently parking in the front yard but could with the vacation park on their new land along the side of the building.

I propose splitting land to be vacated in Bayou Vista Sub 50/50; 10 feet each with Lot 26 Bayou Vista (727 35th Ave S) that owns 160 feet along the subject vacation.

I propose splitting vacated portion on the north end: Florence Goldie’s Big Bayou Lot 13 50/50 10 feet to each lot. In reviewing the 1919 revised plat of Florence Goldie’s Big Bayou there is a notation verbatim “Note- this plat filed to correct error in location of alley on S. side of Palm Ave. next to lot 14”. The original prior plat that was revised by the 1919 revision could not be found. A title company recorded such in a memorandum recorded in 1998.

REQUIRED MATTERS FOR CONSIDERATION:

1) The need for easements for public utilities including stormwater drainage and pedestrian easements to be retained or required to be dedicated as requested by the various departments or utility companies.
1 response) There are no stormwater or public utility easements that will be affected. (This assumes that the north easement, the Florence Goldie’s portion, will be vacated to the lot owner and the unrecorded Duke Energy use for a power line will continue. This power line will also continue west across the vacated portion along the south line of lot 14 Big Bayou.

The neighbors say that due to unpaved and not-maintained status of the sandy passage, it is not used by emergency vehicles nor garbage trucks but only people taking a shortcut. Also, it is also too narrow for most city services due to a large century oak growing in the middle of the sand alley.

2) Whether the vacation would cause a substantial detrimental effect upon or substantially impair access to any lot of record.

2 response) No owner access denied. Adjacent land owners have access to their properties via the east-west avenues.

There is an interior lot served by the alley that was subdivided via deed from Lot 26 Bayou Vista, described as the North 40 feet of Lot 26, Block B, Bayou Vista Revised Map. It has a unique tax parcel number. It has been in joint ownership by both the north and south parcels over the years and most recently as a stand-alone residence. It measures 40 feet along the proposed vacated area by 50 feet west to lot 28 Bayou Vista. The applicant has purchased this lot (2017). If the alley remains there is the possibility of building on the lot that had a residence previously.

3) Whether the vacation would adversely impact the existing roadway network, such as creating dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of designated historic landmarks or districts.

3 response) No impact on existing roadway network. There is not a connecting or continuation passage to either the 34th or 37th Avenues. The long blocks that do not have any cross streets are unusual for St Petersburg but not for this part of the city. 34th to 35th Avenues and 36th to 37th Avenues which run from 6th Street to Dr Martin Luther King Jr Street do not have any through connection to the next avenue.

The Bayou Vista Plat has been completely changed, with 12 of the original 50 lots modified over the years thus little historical significance remains.

4) Whether the easement is needed for the purpose for which the City has a legal interest and rights-of-way, whether there is a present or future need for right-of-way for public vehicular or pedestrian access, or for public utility corridors.

4 response) This passage is not necessary for any future right-of-ways. Utilities have been in place for several years and land is fully developed. The sewer and water service is in the avenues and not in the alley.

Duke Energy was contacted to discuss whether an easement was needed for power lines in the alley but could not respond on the record until a formal request was made by the city. This older subdivision does not have recorded easements. A map showing the existing electric service lines is attached to the
application. The service is generally along shared lot lines that do not have dedicated easements. The subject alley does not have any power lines except where it crosses west to east along the rear lot lines of Big Bayou Sub. The alley is not used to service the rear poles and lines which currently must be reached from 35th Avenue as they are too far to reach from the alley. The vacant lots on 36th Avenue will likewise be serviced along this back-of-lot line although a few houses on 36th Avenue are serviced by a power line there which could also service the vacant lots. An easement may be given to allow access as a condition of the vacation to the one pole that can be reached from the alley.

Garbage and recycling is collected in the avenue- not the alley.

5) The POD, Development Review Commission, and City Council may also consider any other factors affecting the public health, safety, or welfare.

5 response) By closing off this no-man’s-land the amount of dumping and nefarious uses will decrease and larger lots will encourage future investment. The sandy path is also a security risk to current and future occupants.

The alley can’t be paved without removing the large oak which does add to the character of the neighborhood. The continued maintenance of this sand lane is not worth the cost for the very limited use.
Applicants are strongly encouraged to obtain signatures in support of the proposal(s) from owners of property adjacent to or otherwise affected by a particular request.

### NEIGHBORHOOD WORKSHEET

<table>
<thead>
<tr>
<th>Street Address: 731 36th Ave S (vacant lot)</th>
<th>Case No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Request:</td>
<td></td>
</tr>
<tr>
<td>Vacate unused alley to adjoining property owners</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned adjacent property owners understand the nature of the applicant’s request and do not object (attach additional sheets if necessary):

1. **Affected Property Address:** 726 35th Ave S 78 feet = 33% of side, 16.5% of total  
   - **Owner Name (print):** Phetsamone Khammanivong  
   - **Owner Signature:**

2. **Affected Property Address:** 727 36th Av S 160 feet = 67% of side 33.5% of total  
   - **Owner Name (print):** Shane Woods  
   - **Owner Signature:**

3. **Affected Property Address:** 731 36th Ave S 238 feet = 100% of side 50% of total  
   - **Owner Name (print):** UKUMBAK Apartments Inc  
   - **Owner Signature:**

4. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**

5. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**

6. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**

7. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**

8. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**
35-36th Ave S Vacation Exhibits

A Application for vacation by applicant Gower

B Application for vacation by applicant Woods

1 pre application meeting notes

2A public participation report- Support of Neighborhood Association

2B 2C neighborhood association agenda to approve

3 sketch and description by licensed surveyor

3A sketch by applicant to further clarify

4A 4B 4C Narrative of Request

5A Neighborhood Worksheet

5B 5C non-responsive neighbor

6A – 6I photos

7A neighborhood plats

8A additional drawing with trees and power poles

8B power grid

9A location of tree

9B photo of tree location

10 sewer map

11 water map

additional copies (3) of graphics drawn to scale depicting specific area of proposed vacation

paper copy of legal description

copy of check
Application #__________________

legal description of vacated alley between 35 and 36th Ave S, 700 block

THE 20 FOOT WIDE PLATTED ALLEY LYING SOUTH OF 35TH AVENUE SOUTH (PALM AVE. —PER PLAT), BETWEEN LOTS 13 AND 14, BLOCK 3, BIG BAYOU, FLORANCE L. GOLDIE’S REVISED SUBD. RECORDED IN PLAT BOOK 5, PAGE 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND NORTH OF 36TH AVENUE SOUTH (PARK AVE. —PER PLAT), BETWEEN LOTS 24 AND 26, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION, RECORDED IN PLAT BOOK 4, PAGE 17, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 4760 SQUARE FEET, MOR OR LESS
February 28, 2018

Phetsamone Khammanivong
5411 4th avenue S
St Petersburg FL 33707

RE: 726 35th Ave S

Dear Phetsamone,

I own the vacant lot across the alley from your duplex at 726 35th Avenue S. I also own the vacant lots on 36th Ave South that share the alley with you. I plan on building new houses on my four lots.

I propose closing the alley and splitting the 20 foot easement between us. It would make your lot 10 feet wider and stop the traffic and dust it creates. The owner north of you has already agreed to split with me.

There is a lot of paperwork required by the city and maybe some hearings. I will pay all the fees and attend all the hearings if you want to proceed.

Please call me or email to discuss the next steps.

Sincerely,

George Gower

President UKUMBAK Apartments Inc

gower@tampabayhousing.com

727 688 8338

NO RESPONSE
Phetsamone Khammanivong  May 4, 2018
I own the lot across the alley from your
726 35th Ave S. I want to close the alley
and split it with you. It is 20 feet wide
so your lot would be 10 feet wider.
The neighbor in front said OK and I
own all the land from 35th to 36th Ave
on west side now. Please call me to
discuss. George Gower 727 688 8338
ggower@tampabayhousing.com

Phetsamone Khammanivong
726 35th Ave S
St Petersburg FL 33705

NO RESPONSE
looking north from 35th Avenue 726 35th Ave on left (east)

SOUTH
rear of 777 36th Ave showing power supply above alley, guy wire to east and street light
alley lines drawn on photo to show tree location
Looking west on 35th Avenue
RETURN TO:
FLORIDA TITLE AND GUARANTY CO.
2053 - 1st Ave. N.
St. Petersburg, FL 33713
98-723695P

CERTIFICATION OF THE CLERK OF THE CIRCUIT COURT

I, KARLEEN F. De BLAKER, Clerk of the Circuit Court of Pinellas County, Florida, do hereby certify that I am custodian of the Official Records and Indexes thereto for Pinellas County, Florida, under the provisions of Section 177.111, Florida Statutes.

I further certify that a diligent search of the Official Records and Indexes thereto has been made for the recording of the plat in the name of BIG BAYOU; FLORENCE L. GOLDIE'S REVISED SUBD, and that said plat was recorded in Book 05 Page 13, of the Public Records of Pinellas County, Florida. This the only recording of record under that name.

In WITNESS WHEREOF I have hereunto affixed my signature and the official seal of the Circuit Court this 14th day of July, 1998.

KARLEEN F. De BLAKER
Clerk of the Circuit Court

By: Aniseta J. Frech, Deputy Clerk
Recording Services Department

111
2C10810P PNO 09-14-1998 14:47:17
01 CIT-BIG BAYOU; FLORENCE L. GOLDIE
RECORDING 1 16.00
TOTAL: 16.00
CHECK AMT. TENDERED: 16.00
CHARGE: 1.00
rep-u-ta-tion 1 a: overall quality or character as seen or judged by people in general b: recognition by other people of some characteristic or ability 2: a place in public esteem or regard: good name.
rep-u-tá-tion

1 a: overall quality or character as seen or judged by people in general
b: recognition by other people of some characteristic or ability
2: a place in public esteem or regard: good name.
Exhibit "A"

"THIS IS NOT A SURVEY"

35TH AVENUE SOUTH (40' R/W) (PARK AVE.-PER PLAT)

LOT 14, BLOCK 3, BIG BAYOU FLORENCE L. GOLDS REVISED SUBD. (PLAT BOOK 5, PAGE 13)

LOT 13, BLOCK 3, BIG BAYOU FLORENCE L. GOLDS REVISED SUBD. (PLAT BOOK 5, PAGE 13)

LOT 26, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION (PLAT BOOK 4, PAGE 17)

LOT 24, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION (PLAT BOOK 4, PAGE 17)

36TH AVENUE SOUTH (60' R/W) (PARK AVE.-PER PLAT)

LOT 14, BLOCK 3, BIG BAYOU FLORENCE L. GOLDS REVISED SUBD. (PLAT BOOK 5, PAGE 13)

LOT 13, BLOCK 3, BIG BAYOU FLORENCE L. GOLDS REVISED SUBD. (PLAT BOOK 5, PAGE 13)

LOT 26, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION (PLAT BOOK 4, PAGE 17)

LOT 24, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION (PLAT BOOK 4, PAGE 17)

SKETCH AND LEGAL DESCRIPTION OF EXISTING ALLEY TO BE VACATED:

THE 20 FOOT WIDE PLATTED ALLEY LYING SOUTH OF 35TH AVENUE SOUTH (PARK AVE.-PER PLAT), BETWEEN LOTS 13 AND 14, BLOCK 3, BIG BAYOU FLORENCE L. GOLDS REVISED SUBD., RECORDED IN PLAT BOOK 5, PAGE 13, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; AND NORTH OF 36TH AVENUE SOUTH (PARK AVE.-PER PLAT), BETWEEN LOTS 24 AND 26, BLOCK B, REVISED MAP OF BAYOU VISTA SUBDIVISION, RECORDED IN PLAT BOOK 4, PAGE 17, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 4760 SQUARE FEET, MORE OR LESS.

JOB NUMBER: MAXVH335
TELEPHONE: (727) 360-0636
SCALE: 1 INCH = 40 FEET

DAVID C. HARNER
PROFESSIONAL SURVEYOR & MAPPER
9925 GULF BOULEVARD
SECTION 31 TOWNSHIP 31 SOUTH RANGE 17 EAST
TREASURE ISLAND, FL. 33706

CERTIFIED TO: GEOERGE GOWER

I HEREBY CERTIFY TO THE HEREIN NAMED PARTY OR PARTIES THAT THE SKETCH AND LEGAL DESCRIPTION REPRESENTED HEREBY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55-J, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.027.

LEGEND:
R/P RIGHT OF WAY (P)=PLAT

6/20/18 9-1C
DAVID C. HARNER R.S.M.
REGISTRATION NUMBER 3560

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"
The following page(s) contain the backup material for Agenda Item: Ordinance approving the vacations of 14th Street North between the southern boundary of 2nd Avenue North and the southern boundary of Arlington Avenue North, Arlington Avenue North between the western boundary of 13th Street North and the western boundary of 14th Street North, the south seven and one-half (7-1/2) feet of Lot 47, and the east-west alley south of 2nd Avenue North between 13th Street North and 14th Street North, of the Revised Plat of Jackson Park Subdivision of the City of St. Petersburg, Florida. (City File 18-33000011)
Please scroll down to view the backup material.
TO: The Honorable Chair, and Members of City Council

SUBJECT: Ordinance approving the vacations of 14th Street North between the southern boundary of 2nd Avenue North and the southern boundary of Arlington Avenue North, Arlington Avenue North between the western boundary of 13th Street North and the western boundary of 14th Street North, the south seven and one-half (7 1/2) feet of lot 47, and the east-west alley south of 2nd Avenue North between 13th Street North and 14th Street North, of the revised plat of Jackson Park Subdivision of the City of St. Petersburg, Florida (City File No.: 18-33000011)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for January 17, 2019

The Request: The request is to vacate the following rights-of-way; 14th Street North between the southern boundary of 2nd Avenue North and the southern boundary of Arlington Avenue North, Arlington Avenue North between the western boundary of 13th Street North and the western boundary of 14th Street North, the south seven and one-half (7 1/2) feet of lot 47, and the east-west alley south of 2nd Avenue North between 13th Street North and 14th Street North.

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

The applicant is the City of St. Petersburg and these rights-of-way are being vacated in order to assemble the rights-of-way with the adjacent lots for redevelopment as headquarters for the Police Department. These rights-of-way were previously recommended for vacation by the DRC and approved for vacation by the City Council in 2013 (portions of 14th Street North and Arlington Avenue North and the east west alley) and 2015 (the south 7.5-feet of Lot 47). The vacations lapsed due to an extended period to obtain releases from all utility providers.
Agency Review: All City and private utility companies have provided letters of no objection in support of the vacations and the related subdivision plat.

Public Comments: One call was received from the Methodist Town Neighborhood Association to get additional information on the request.

DRC Action/Public Comments: On December 5, 2018, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7 - 0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

The Administration recommends APPROVAL of the rights-of-way vacation, subject to the following conditions:

1. Replat the vacated rights-of-way, along with the abutting private properties.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Parcel Map, Aerial, Ordinance with Exhibit “A”, DRC Staff Report
Attachment A
City of St. Petersburg, Florida
Planning and Development Services
Case No: 18-33000011
Address: 1301 1st Avenue North et al.

City of St. Petersburg, Florida
Planning and Development Services
Case No: 18-33000011
Address: 1301 1st Avenue North et al.
ORDINANCE NO. _____


THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on December 5, 2018 (City File No. 18-33000011):

Legal Description: See attached Exhibit “A” – 1 page.

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

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

1. Replat the vacated rights-of-way, along with the abutting private properties.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

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

LEGAL:

[Signature]

PLANNING & DEVELOPMENT SERVICES DEPARTMENT:

[Signature]
Exhibit "A"

LEGAL DESCRIPTION

That portion of 14th Street North lying South of the South Right of Way of 2nd Avenue North and lying North of the South Right of Way of Arlington Avenue North (First Avenue North per REVISED PLAT OF JACKSON'S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida)

Together with

That portion of Arlington Avenue North (First Avenue North per REVISED PLAT OF JACKSON'S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida) lying East of the West Right of Way of 14th Street North and West of the West Right of Way of 13th Street North

Together with

The South seven and one-half (7-1/2) feet of Lot forty-seven (47) of Jackson Park Subdivision of the City of St. Petersburg, Florida, according to the map or plat thereof on file and of record in the office of the Clerk of the Circuit Court in the County of Pinellas, Florida, Plat Book 1, Page 25

Together with

That 17.00 foot wide East/West alley lying between 13th Street North and 14th Street North as shown on REVISED PLAT OF JACKSON’S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida.

St Petersburg, Florida
According to Planning & Development Services Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public Hearing and Executive Action on December 5, 2018 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO: 18-33000011

REQUEST: Approval of the vacations of 14th Street North between the southern boundary of 2nd Avenue North and the southern boundary of Arlington Avenue North, Arlington Avenue North between the western boundary of 13th Street North and the western boundary of 14th Street North, the south seven and one-half (7 1/2) feet of lot 47, and the east-west alley south of 2nd Avenue North between 13th Street North and 14th Street North, of the revised plat of Jackson Park Subdivision of the City of St. Petersburg, Florida.

OWNER: City of St. Petersburg
Attn: Aaron Fisch
One 4th Street North
Saint Petersburg, Florida 33731

AGENT: City of St. Petersburg
Attn: Jay Lund
One 4th Street North
Saint Petersburg, Florida 33701

ADDRESSES AND PARCEL ID NOS.:

1328 2nd Avenue North; 24/31/16/43668/000/0250/
*None; 24/31/16/43668/000/0290/
170 13th Street North; 24/31/16/43668/000/0292/
1301 Arlington Avenue North; 24/31/16/43668/000/0430/
*None; 24/31/16/43668/000/0450/
LEGAL DESCRIPTION: See Exhibit "A" for Legal Description of Area to be Vacated

ZONING: Downtown Center (DC-1) and Downtown Center (DC-2)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate 14th Street North between the southern boundary of 2nd Avenue North and the southern boundary of Arlington Avenue North, Arlington Avenue North between the western boundary of 13th Street North and the western boundary of 14th Street North, the south seven and one-half (7 1/2) feet of lot 47, and the east-west alley south of 2nd Avenue North between 13th Street North and 14th Street North.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Legal Description (Exhibit "A"). The applicant's goal is to assemble the rights-of-way and adjacent lots for redevelopment.

Analysis. Staff's review of a vacation application is guided by:
A. The City's Land Development Regulations (LDR's);
B. The City's Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

The applicant is the City of St. Petersburg and these rights-of-way are being vacated in order to assemble the rights-of-way with the adjacent lots for redevelopment as headquarters for the Police Department. These rights-of-way were previously recommended for vacation by the DRC and approved for vacation by the City Council in 2013 (portions of 14th Street North and Arlington Avenue North and the east west alley) and 2015 (the south 7.5-feet of Lot 47). The vacations lapsed due to an extended period to obtain releases from all utility providers. As of the date of this report, all City and private utility companies have provided letters of no objection in support of the vacations and the related subdivision plat.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.
1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies. In the process of construction, all existing utilities have been removed with the exception of one utility easement which is being dedicated on the plat to serve Duke Energy and one existing Florida Power Corporation (Duke Energy) easement which is to remain.

2. The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.

   The requested vacations, if approved, are not anticipated to have a substantial detrimental effect upon or substantially impair or deny access to any lot of record as the property has been consolidated for redevelopment.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

   The vacations apply to short sections of the street grid which are not commonly used by the public. If approved, the proposed vacations will not create dead-end rights-of-way, and are not expected to substantially alter utilized travel patterns or undermine the integrity of historic plats of the neighborhood.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

   Through the platting process, utilities have been identified and removed, or an easement has been granted for utility service. There is no need for the rights-of-way for future public vehicular or pedestrian access.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

   As noted below the vacations would be consistent with the direction provided by the Intown West Redevelopment Plan.

B. Comprehensive Plan

City's Comprehensive Plan for Future Land use 3.2 Goals, Objectives and Policies for Land use discuss the protection of public health, safety and welfare. LU Policy 3.30 includes the provision that local governmental offices shall be encouraged to locate in the CBD through incentives that may include site selection and land assembly assistance and provision of infrastructure and amenities.
C. Adopted Neighborhood or Special Area Plans

The Intown West CRA Dependent Special District was established to remedy blighting conditions within the Intown West Community Redevelopment Area, pursuant to the authority provided by the Florida Community Redevelopment Act of 1969. Vacation of these rights-of-way would be consistent with the criteria in the plan and the area is specifically shown in Map 5 of the Intown West Redevelopment Plan as an area appropriate for vacation of rights-of-way. The subject right-of-way is within the boundaries of the Methodist Town Neighborhood Association. There are no neighborhood plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public
No comments were received from the public or private utility companies in regard to this request. One call was received from the Methodist Town Neighborhood Association to get additional information on the request.

RECOMMENDATION: Staff recommends APPROVAL of the proposed street and alley right-of-way vacations. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Replat the vacated rights-of-way, along with the abutting private properties.

2. As required City Code Section 16.70.050.1.1 F, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

REPORT PREPARED BY:

[Signature]
Kathryn A. Younkin, AICP, LEED AP BD+C, Subdivision Coordinator
Development Review Services Division
Planning & Development Services Department

DATE: 11/27/18

REPORT APPROVED BY:

[Signature]
Jennifer Bryla, AICP, Zoning Official (POD)
Development Review Services Division
Planning and Development Services Department

DATE: 11/28/18

Attachments: A – Parcel Map, B – Aerial Map
Exhibit: “A” - Legal Description
Attachment B
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No: 18-33000011
Address: 1301 1st Avenue North et al.
Exhibit “A”

LEGAL DESCRIPTION

That portion of 14th Street North lying South of the South Right of Way of 2nd Avenue North and lying North of the South Right of Way of Arlington Avenue North (First Avenue North per REVISED PLAT OF JACKSON’S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida)

Together with

That portion of Arlington Avenue North (First Avenue North per REVISED PLAT OF JACKSON’S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida) lying East of the West Right of Way of 14th Street North and West of the West Right of Way of 13th Street North

Together with

The South seven and one-half (7-1/2) feet of Lot forty-seven (47) of Jackson Park Subdivision of the City of St. Petersburg, Florida, according to the map or plat thereof on file and of record in the office of the Clerk of the Circuit Court in the County of Pinellas, Florida, Plat Book 1, Page 25

Together with

That 17.00 foot wide East/West alley lying between 13th Street North and 14th Street North as shown on REVISED PLAT OF JACKSON’S PARK, as recorded in Plat Book 3, Page 20, Public Records of Pinellas County, Florida.

St Petersburg, Florida
The following page(s) contain the backup material for Agenda Item: Ordinance amending Chapter 16, City Code of Ordinances (Land Development Regulations), Section 16.70.010.6; codifying procedural practices regarding the processing of multiple appeals; clarifying hearing notice and scheduling requirements; and removing duplicative language.
Please scroll down to view the backup material.
TO: The Honorable Chair, and Members of City Council

SUBJECT: City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs") to modify Section 16.70.010.6 related to appeals.

REQUEST: First reading of the attached ordinance amending Section 16.70.010.6 of the City Code; codifying procedural practices regarding the processing of multiple appeals; clarifying hearing notice and scheduling requirements and removing duplicative language.

BACKGROUND:

The Planning and Development Services Department and the City Attorney’s Office have prepared the attached proposed amendment to the LDRs. The ordinance includes four sections modifying Section 16.70.010.6 related to appeal procedures. Currently, while the City Council Policy & Procedures Manual ("Manual") sets forth a procedure for allotment of presentation, cross-examination and rebuttal/closing time to multiple registered opponents in an original proceeding, neither the Manual nor the City Code provide a procedure for the processing of multiple appeals filed in response to one decision. Section 1 of the attached ordinance codifies such a process. When multiple appeals are filed, it requires the appellants to choose a single representative to participate in the appeal proceeding or share equally the time allotted for initial presentation, cross-examination and rebuttal/closing. It also sets forth a procedure by which multiple appellants may request additional time for initial presentation to the POD. The procedure allows the POD to grant no more than 5 additional minutes to the appellants for initial presentation, provided reasonable grounds exist for such an extension and provided the same amount of additional time is allotted to the applicant and to City administration. The purpose of Section 1 is to preserve the City’s interest in administrative function and efficiency, while balancing the rights of the applicant, City administration and the appellants to be heard. Section 1 was also developed with the intent of ensuring fairness and equity in the process and providing clarity and predictability to all parties.

Section 2 of the proposed ordinance clarifies that the City will be responsible for providing written and posted notice of an appeal; however, notice costs for all appeals will be borne by the appellant(s). Section 3 provides modest flexibility to the POD to extend the time within which an appeal must be heard for 30 additional days (in excess of 60 days) to accommodate the schedules of the decision-making body hearing the appeal and of all parties involved. Finally, Section 4 deletes Section 16.70.010.6 (I) of the Code, which is duplicative of Section 16.70.010.6 (H).
RECOMMENDATION:

Administration:
Administration recommends APPROVAL.

Development Review Commission:
On November 7, 2018, the DRC reviewed the proposed amendment and voted unanimously to make a finding of consistency with the City’s Comprehensive Plan.

Recommended City Council Action:
1. CONDUCT the first reading;
2. SET the second reading and adoption public hearing for January 17, 2019.

Attachments: Ordinance
ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, AMENDING SECTION 16.70.010.6 OF THE CITY CODE; CODIFYING PROCEDURAL PRACTICES REGARDING THE PROCESSING OF MULTIPLE APPEALS; CLARIFYING HEARING NOTICE AND SCHEDULING REQUIREMENTS; REMOVING DUPLICATIVE LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 16.70.010.6 of the City Code establishes procedures applicable to any appeal expressly authorized under Chapter 16; and

WHEREAS, Chapter 16 of the City Code is silent regarding the processing of multiple appeals filed in response to the same board, committee, or commission decision; and

WHEREAS, it has been the general practice in original proceedings to require multiple third-party registered opponents wishing to utilize the time provided to the registered opponent for presentation, cross-examination, rebuttal and closing to agree on a single representative, or otherwise share the time allotted; and

WHEREAS, the City desires to codify this current practice in order to provide this same certainty and predictability in the appeal process to City Administration, the applicant, and the appellant(s); and

WHEREAS, the City further desires to codify this current practice in order to promote its interest in administrative function and efficiency by reducing the potential for an unlimited number of appellant presentations in one hearing wherein all third-party appellants' interests are generally aligned; and

WHEREAS, the City has also identified and wishes to address issues related to accommodating the schedules of the parties when setting a hearing; inconsistencies between subsections concerning notice of hearing requirements; and unnecessary duplicative language in Section 16.70.010.6 of the City Code; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 16.70.010.6 (C) of the St. Petersburg City Code is hereby amended to read as follows:

C. Who may appeal. Any appeal allowed by this chapter may only be made by any resident of the City unless otherwise specifically provided by this chapter. If the appellant was the applicant before the decision-making body whose decision is being appealed, that appellant shall be the only appellant. If the appellant is not the applicant, and more than one appeal is filed in response to any
one decision, the appellants shall attempt to agree on a single representative to participate in the appeal proceeding. If the appellants cannot agree on a single representative, then each appellant’s representative shall share equally the time allotted to the appellant for initial presentation, cross-examination, rebuttal and closing. Appellants sharing time may make a request for additional initial presentation time to the POD no later than ten (10) days after notice of the appeal is posted pursuant to Section 16.70.010.6 (H). The appellant(s) requesting additional time must do so in writing, and must state reasonable grounds for the extension. In no event shall the time for initial presentation by the multiple appellants be extended in excess of five (5) additional minutes for multiple appeals. If additional time is allotted to the appellants, the same amount of additional time shall be allotted to the applicant and to City Administration for initial presentation. There shall be no extension of time allotted to the multiple appellants for cross-examination, rebuttal and closing.

City Council shall have the power on its own motion to review on appeal a decision of any Commission concerning any matter upon which a commission has acted within ten days preceding the City Council’s decision.

Section 2. Section 16.70.010.6 (H) of the St. Petersburg City Code is hereby amended to read as follows:

H. Notices of hearing of appeal.
1. Written notice of the date, time and place of the hearing of an appeal shall be provided by hand-delivery or by mail to the applicant, owner and appellant if the appellant is not also the applicant.
2. Written and posted notice shall be provided by the appellant City.
3. Notice costs for all appeals shall be borne by the appellant(s).
4. Failure to give such notice, except notice to the applicant, owner and appellant, shall not affect the action of a Commission or the City Council.

Section 3. The first sentence of Section 16.70.010.6 (J) (3) of the St. Petersburg City Code is hereby amended to read as follows:

3. An appeal shall be heard within 60 days of the filing of a notice of appeal; provided, however, that the POD may extend the time period within which an appeal shall be heard for no more than thirty (30) additional days for the purpose of accommodating the schedules of the decision-making body hearing the appeal and all parties involved in the appeal proceeding.

Section 4. Section 16.70.010.6 (I) of the St. Petersburg City Code is hereby deleted in its entirety.

Section 5. 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. The City intends that the provisions of this ordinance shall be made a part of the St. Petersburg City Code and that sections and subsections of the City Code may be renumbered or relabeled in order to accomplish such intentions.
Section 6. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 7. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 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 or designee
00410690
The following page(s) contain the backup material for Agenda Item: An ordinance of the City of St. Petersburg, Florida deleting and replacing in its entirety Chapter Two, Article v, Division Five of the St. Petersburg City Code to create a new Division Five entitled Sustainability & Resiliency of City Facilities; providing a purpose and definitions; establishing sustainable design and construction requirements for City buildings and infrastructure projects; setting forth procedures to encourage City consideration of sea level rise and resiliency in public construction planning.
Please scroll down to view the backup material.
MEMORANDUM
City Council
Meeting of January 3, 2019

To: Chair Gerdes and City Council Members
From: Sharon Wright, Office of Sustainability & Resiliency
Date: December 20, 2018
Subject: Sustainability & Resiliency City Facility Building Ordinance: incorporation of sustainable building practices and certification requirements as well as resiliency into lasting city policies so that implementation will occur throughout budgeting, planning, design and operation of the city’s green and gray infrastructure

BACKGROUND AND PURPOSE

The current Executive Order (EO) – 2017-01 Sustainable St. Petersburg requires the use of third-party verification frameworks like LEED and Envision. EO 2017-01 also calls for the completion of an Integrated Sustainability Action Plan (ISAP). City Council unanimously approved funding for the ISAP development which includes clean energy roadmap recommendations on reducing greenhouse gas emissions and vulnerability and resiliency evaluations that recommend use of Best Available Science (BAS) for resiliency including sea level rise projections and other climate-related challenges.

The purpose of the attached ordinance is to provide more direction in a legacy and public facing format that can be developed and incorporated into city planning, operations, procurement, and required plans like the Comprehensive Plan. Once approved, city staff will further develop a guidance document for implementation and specifications available to all departments to use. The information may also be useful to private development moving forward.

LEGAL FOLLOW UP

This ordinance deletes and replaces Chapter Two, Article Five, Division Five of the City Code (Construction Incentive Program) to create a new division entitled “Sustainability & Resiliency of City Facilities.” Administration has advised that this Division Five is not being used due to other ordinances previously approved by City Council (e.g. Disadvantaged Worker and Apprentice Requirements).
This ordinance was discussed at the HERS Committee meeting on November 15, 2018. Based on comments and action at the HERS Committee, changes to the ordinance have been made, including the following:

- Adding the requirement that if a project is funded, in whole or in part, by state or federal funds, the City shall comply with all restrictions related to those funds, including restrictions that would require a particular project not to be subject to the requirements of the division.
- Adding a provision regarding the establishment of policies by the Office of Sustainability & Resiliency to implement and monitor the planning and budgeting requirements of the division.
- Other non-substantive changes have been made that are meant to clarify the certification and planning processes in the ordinance.

**STAFF RECOMMENDATION**

City staff have worked together to develop the full draft ordinance. As stated above, following approval of attached ordinance, city staff will develop detailed guidance and specifications for city departments to use.

City staff recommend that City Council approve the Sustainability & Resiliency City Facility Building Ordinance.
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA DELETING AND REPLACING IN ITS ENTIRETY CHAPTER TWO, ARTICLE V, DIVISION FIVE OF THE ST. PETERSBURG CITY CODE TO CREATE A NEW DIVISION FIVE ENTITLED “SUSTAINABILITY & RESILIENCY OF CITY FACILITIES”; PROVIDING A PURPOSE AND DEFINITIONS; ESTABLISHING SUSTAINABLE DESIGN AND CONSTRUCTION REQUIREMENTS FOR CITY BUILDINGS AND INFRASTRUCTURE PROJECTS; SETTING FORTH PROCEDURES TO ENCOURAGE CITY CONSIDERATION OF SEA LEVEL RISE AND RESILIENCY IN PUBLIC CONSTRUCTION PLANNING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s sustainability vision is to be a city with the capacity to endure by finding a balance between environmental stewardship, economic vitality and social equity; and

WHEREAS, one of the City’s sustainability goals is to create a more sustainable built environment; and

WHEREAS, pursuant to Executive Order 2017-01, it is the current policy of the City to incorporate environmentally responsible building practices into the design, construction and operation of City buildings and infrastructure; and

WHEREAS, in recent years, green building and infrastructure design, construction and operations techniques have become widespread, as evidenced by the utilization of nationally recognized sustainability frameworks, like LEED® and Envision®, by both private developers and governments; and

WHEREAS, the City Council Health, Energy, Resiliency and Sustainability Committee has considered information at numerous public meetings related to the potential codification of sustainable development practices for City-owned buildings and infrastructure; and

WHEREAS, the City Council finds that sustainable design, construction and operation practices applied to City buildings and infrastructure would encourage resource conservation, reduce waste, increase energy efficiency and promote the general health, safety and welfare of the City’s residents and visitors; and

WHEREAS, the City Council finds that the City has a responsibility to lead by example in its goals to become a more sustainable and resilient City; now, therefore:

THE CITY OF ST. PETERSBURG DOES ORDAIN:
Section One. Chapter Two, Article V, Division 5 of the St. Petersburg City Code is hereby deleted in its entirety and replaced with the following:

DIVISION 5 - Sustainability and Resiliency of City Facilities.

Sec. 2-280. - Purpose. The purpose of this division is to promote the public health, safety and welfare by establishing requirements for incorporating sustainability and resiliency measures into the design, construction and maintenance of City buildings and infrastructure.

Sec. 2-281. - Definitions.

As used in this division, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Alternative sustainable development certification means any accredited certification system designed to rate green building criteria, including, but not limited to WELL Communities, WELL Buildings, Living Building Challenge, Florida Green Building Coalition, and Green Globes.

Envision® means the nationally recognized third-party framework of flexible criteria and performance objectives that measure the extent to which an infrastructure project contributes to conditions of sustainability and resiliency across a full range of social, economic and environmental indicators.

Envision accredited professional means any person who has participated in the Envision credential training course and passed the Envision credential exam.

Green Business Certification Inc. (formerly the Green Building Certification Institute) means the third party group that administers project certifications, professional credentials and certificates within the framework of the U.S. Green Building Council’s LEED rating system.

Institute for Sustainable Infrastructure means the organization that developed and administers the Envision sustainability rating system for civil infrastructure.

Integrated design approach means a project delivery approach that integrates people, systems, business structures, and practices to collaboratively harness the talents of all participants early in a project’s conceptualization and design to optimize results and maximize efficiency.

LEED® (Leadership in Energy and Environmental Design) means the nationally recognized third-party rating system developed by the U.S. Green Building Council where credits are earned for satisfying specified green building criteria.

LEED accredited professional means any person who has passed the LEED Professional Accreditation Exam administered by the Green Building Certification Institute.

Project means a design or construction undertaking comprised of work related to one or more site improvements.
Qualified City infrastructure project means any City-funded civil infrastructure project with a contract amount of $2,000,000 or more, as approved by City Council.

Qualified municipal building means any building of 5,000 gross square feet or more that is owned by the City of St. Petersburg or any unit thereof.

Substantial modification means the modification of an existing qualified municipal building where the scope of work of the project includes at least one of the following:

1. Rehabilitation work in at least two of the following three systems: electrical, HVAC (heating, ventilating and air conditioning), and plumbing;
2. Construction work which affects at least fifty percent of the building's floor area; or
3. Construction work which increases the square footage of conditioned space in the building by at least fifty percent.

Sec. 2-282. - LEED certification requirements for qualified municipal buildings.

(a) Objective. It is the objective of the City that any new qualified municipal building and the substantial modification of any existing qualified municipal building shall be designed and constructed to achieve the current LEED gold standard under the applicable LEED category.

(b) Contract requirements. Contracts with the City for the design and construction of a new qualified municipal building or substantial modification of an existing qualified municipal building shall include:

1. The requirement to appoint a qualified person to serve as the LEED facilitator and administrator who shall be responsible for submitting the project for review and certification to Green Business Certification, Inc. The LEED facilitator and administrator must be a LEED accredited professional or equivalent.

2. The obligation to provide the City the following documentation in accordance with a schedule established by the City:
   i. A completed LEED checklist demonstrating the LEED points the qualified municipal building is designed to obtain;
   ii. A written explanation of how the qualified municipal building will achieve LEED gold certification;
   iii. Design plans that demonstrate how the qualified municipal building will achieve LEED gold certification;
iv. Any other documents or information the entity or individual finds necessary to indicate how the qualified municipal building will achieve LEED Gold certification; and

v. Documentation evidencing the consideration of City priorities in the process of selecting features for the qualified municipal building.

(c) Solicitation of contracts. The POD shall include the applicable requirements of this section in the solicitation documents for the design and construction of any new qualified municipal building or the substantial modification of any existing qualified municipal building.

(d) Exemption. If it is determined by the Mayor or his designee that the design and construction of a new qualified municipal building or the substantial modification of an existing qualified municipal building cannot achieve the current LEED gold standard due to infeasibility, hardship, or, if there exists an inconsistency between meeting a state or federal legal requirement or complying with a state or federal law, regulation, or rule, then compliance with this section shall not be required. If a project that is subject to the requirements of this section is being funded, in whole or in part, with State or federal funds, the City shall comply with all restrictions related to such funds, including restrictions that would require a particular project not to be subject to the requirements of this section.

(e) Alternative certification. The Mayor or his designee may approve a request that a qualified municipal building be designed and constructed or substantially modified to achieve an alternative sustainable development certification.

Sec. 2-283. - Envision certification requirements for qualified City infrastructure projects.

(a) Objective. It is the objective of the City that any new qualified City infrastructure project shall be designed and constructed to achieve the current Envision gold standard.

(b) Contract requirements. Contracts with the City for design and construction of a new qualified City infrastructure project shall include:

1. The requirement to appoint a qualified person to serve as the Envision facilitator and administrator who shall be responsible for submitting the project for review and certification to the Institute for Sustainable Infrastructure. The Envision facilitator and administrator must be an Envision accredited professional or equivalent.

2. The obligation to provide the City the following documentation in accordance with a schedule established by the City:
   i. A written explanation of how the qualified City infrastructure project will achieve Envision gold certification;
ii. Design plans that demonstrate how the qualified City infrastructure project will achieve Envision gold certification;

iii. Any other documents or information the entity or individual finds necessary to indicate how the qualified City infrastructure project will achieve Envision gold certification; and

iv. Documentation evidencing the consideration of City priorities in the process of selecting features for the qualified City infrastructure project.

(c) Solicitation of contracts. The POD shall include the applicable requirements of this section in the solicitation documents for the design and construction of any new qualified City infrastructure project.

(d) Exemption. If it is determined by the Mayor or his designee that the design and construction of a new qualified City infrastructure project cannot achieve the current Envision gold standard due to infeasibility, hardship, or if there exists an inconsistency between meeting a state or federal legal requirement or complying with a state or federal law, regulation, or rule, then compliance with this section shall not be required. If a project that is subject to the requirements of this section is being funded, in whole or in part, with State or federal funds, the City shall comply with all restrictions related to such funds, including restrictions that would require a particular project not to be subject to the requirements of this section.

(e) Alternative certification or waiver. The Mayor or his designee may approve a request that a qualified City infrastructure project be designed and constructed to achieve an alternative sustainable development certification.

Sec. 2-284. - Early planning and budgeting for qualified municipal buildings and qualified City infrastructure projects.

(a) City Consideration of Certification Requirements. In the planning and budgeting processes for the design and construction of a new qualified municipal building, substantial modification of an existing qualified municipal building, or design and construction of a new qualified City infrastructure project, there shall be consideration of the requirements of this division, including, but not limited to, the estimated time and cost for utilizing an integrated design approach and incorporating sustainable design practices into the particular project.

(b) Policies. The Office of Sustainability and Resiliency shall prepare administrative policies and procedures to implement and monitor the requirements of this section.

Sec 2-285. - Use of LEED and Envision principles as guidance for all City construction projects.
Any new City construction project that is not a qualified municipal building or qualified public infrastructure project shall, to the extent practicable, utilize LEED or Envision principles as guidance during the design and construction process.

Sec. 2-286. - Consideration of sea level rise and resiliency for all City construction projects.

For any solicitation related to a City construction project, the POD shall include the following in the solicitation documents:

(a) It is the policy of the City to apply the consideration of sea level rise and resiliency to the City’s decision-making, including in the procurement of City construction projects. Entities or individuals responding to this solicitation are encouraged to provide documentation addressing the following:

1) Whether the project considers the latest regional best available science regarding the effects of sea level rise, climate-related vulnerability and resiliency in St. Petersburg;

2) Whether the project affects an area that is vulnerable to the impacts of sea level rise;

3) Whether the project will increase the resiliency of the City with respect to sea level rise;

4) Whether the project is compatible with the City’s sea level rise mitigation and resiliency efforts.

Sec. 2-287—2-289. – Reserved.

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

Section Three. 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) 00420067
The following page(s) contain the backup material for Agenda Item: Requesting City Council refer to the January 31, 2019 Committee of the Whole a presentation and discussion regarding the Storefront Conservation Corridor Plan. (Councilmember Gabbard)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: December 10, 2018

COUNCIL DATE: January 3, 2019

RE: Referral to a Committee of the Whole
Storefront Conservation Corridor Plan

ACTION DESIRED:

Respectfully request City Council refer to the January 31, 2019 Committee of the Whole
a presentation and discussion regarding the Storefront Conservation Corridor Plan.

Brandi Gabbard, Council Member
District 2
The following page(s) contain the backup material for Agenda Item: Requesting a referral to the Youth & Family Services Committee to consider an appropriation of $10,000.00 from the FY 2019 Contingency Fund to the Caruthers Institute to complete a research study on effective juvenile auto-theft mitigation programs.
Please scroll down to view the backup material.
ACTION DESIRED:

Respectfully requesting a referral to the Youth & Family Services Committee to consider an appropriation of $10,000.00 from the FY 2019 Contingency Fund to the Caruthers Institute to complete a research study on effective juvenile auto-theft mitigation programs.

Charlie Gerdes, Council Member
District 1
The following page(s) contain the backup material for Agenda Item: Referring to the Public Services & Infrastructure Committee (or other relevant committee) to discuss implementing a program where residents can receive a rebate from a security solutions company when they enroll their surveillance camera with the St. Petersburg Police Department’s Eagle Eye Program. (Councilmember Driscoll) Please scroll down to view the backup material.
TO: Members of City Council

DATE: December 18, 2018

COUNCIL DATE: January 3, 2019

RE: Eagle Eye Rebate Program

______________________________________________________________________________

ACTION DESIRED:

Respectfully requesting a referral to the Public Services & Infrastructure Committee (or other relevant committee) to discuss implementing a program where residents can receive a rebate from a security solutions company when they enroll their surveillance camera with the St. Petersburg Police Department’s Eagle Eye Program.

Gina Driscoll, Council Member
District 6
The following page(s) contain the backup material for Agenda Item: Budget, Finance & Taxation Committee (12/13/18)
Please scroll down to view the backup material.
2019 Health Insurance Renewal & Status Update on Current Year Health Plan

Mr. Chuck Tobin, Area VP of Gallagher Benefit Services, Inc., presented the 2019 health insurance renewal update and the projections for 2020. In his presentation, he provided a breakdown of the medical and pharmacy claims. The medical claims were 2.7% higher than what was projected on December 12, 2017, and pharmacy claims were below the projection by -1.5% as of November 11, 2018.

During the past 12 months, there was a 7.83% increase in claims payout compared to October 2016 – September 2017. This was largely due to a bump in Inpatient Hospital Room & Board, Inpatient Hospital Miscellaneous, Inpatient Medical, Radiation Therapy, along with a few other claims.

Claims paid within the $100k - $250k range have doubled the past three years. Those claims that fall within the $250k - $500k range have decreased and claims that have a payout of $500k and more has remained steady the last couple of years ($400k plus claims are covered under the Stop Loss Insurance). The projected annual claim costs for FY2020 is $47 million.

Some of the potential cost saving initiatives that were discussed under the healthcare plan included the following:

- The removal of three medications from the pharmacy benefits. The medications are, Pennsaid, Metformin, and the Androgel Pump. Alternative medications are available that are the same medication or provides the same effectiveness as those being removed. This will result in a net savings of $500k.

- Instituting prior authorization for medications. Physicians will be required to obtain approval for prescribing high cost medications. Patients currently taking medications will be grandfathered without needed approval. The projected cost savings is $89k.

- Diabetes Management Program. This program provides plan participants with office visits and medication at no cost. The plan helps participants be more engaged in managing their illness. This plan will cost the City an additional $42k. After the first year, an estimated ROI will be $29k. Estimated future ROI will be $50k.
The new rates for the health insurance were discussed and will increase by 3.7%.

Mr. Tobin provided data regarding the Wellness Center. Out of the 5,890 scheduled appointments, 5,433 appointments were kept. This equates to about a 3% no show rate, which is below industry average.

In terms of the Prescription Drug and Medical Plan Marketing, Mr. Tobin discussed the reasons for Optum continuing as the Pharmacy Benefit Management services and United Healthcare continuing as our insurance provider.

CM Foster made a motion to approve the recommended FY20 healthcare insurance premiums. All were in favor of the motion.

The meeting adjourned at 9:13 am
The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee (12/13/18)
Please scroll down to view the backup material.
Present: Committee Members - Chair Steve Kornell, Vice Chair Ed Montanari, Council Member Charlie Gerdes, Council Member Amy Foster, Council Chair Lisa Wheeler-Bowman (Alternate)

Also Present: Council Member Brandi Gabbard, Council Member Gina Driscoll, Deputy Mayor/City Administrator Dr. Kanika Tomalin, City Attorney Jackie Kovilaritch, and Assistant City Attorney Brett Pettigrew

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to Order – 9:24 AM
2. Approval of Agenda – CM Gerdes moved approval, all members voted in favor.
3. Approval of November 29, 2018 Minutes – CM Gerdes moved approval, all members voted in favor.

New Business for December 13, 2018

a) Continued discussion on affordable housing conditions, code enforcement for rentals and potential actions for protecting tenant’s rights – Rob Gerdes

Concepts for Renter Protections

Neighborhood Affairs Administrator Rob Gerdes was joined by Assistant City Attorney, Brad Tennant to present the committee with examples of how other municipalities implement renter protection ordinances. Examples of renter protection ordinances include just-cause evictions, source of income discrimination, and tenant’s right to counsel. Mr. Tennant explained that just-cause evictions restrict a landlord’s ability to evict a tenant to a pre-established list of defaults. Possible defaults include non-payment of rent, endangering the health and/or safety of others, damage to a rental unit, use for illegal purpose, etc. Several cities have just-cause eviction ordinances, such as San Jose, Boston, and Oakland. Source of income discrimination effectively prevents a landlord from discriminating against a potential tenant based on their source of income, such as refusing to rent to someone who will pay with section 8 vouchers, social security, or veteran benefits. Another renter protection ordinance is a tenant’s right to counsel, which ensures tenants have access to counsel during eviction or related proceedings. However, the cost and access to counsel remain an issue in many states, including Florida. As of 2018, San Francisco and New York City are the only cities in the country that use tax revenue to fund tenant counsel in eviction proceedings.

b) St. Petersburg Housing Authority

In anticipation of a Committee of the Whole meeting with the St. Petersburg Housing Authority ("SPHA"), members of the committee and present council members listed the
topics they would like to discuss at an upcoming meeting. The topics listed and agreed upon by the committee are as follows:

1. Response to public records requests
2. Jordan Park Senior Village
3. RISE Development Corporation (i.e., structure, purpose, and management)
4. Methods to improve communication
5. Meetings with residents
6. Consideration of a satellite office
7. CEO incentive pay
8. Questions related to TEFRA request, including information provided in the Public Hearing Advertisement
9. Maintenance and code compliance improvement plan
10. Onsite services offered
11. Explore methods on how both parties could be more effective (i.e., resolution or agreement by both parties recognizing connection as aligned partners)
12. Receipt of annual reports, including annual scores from HUD assessment
13. What changes could be made to improve Jordan Park and other housing
14. Inspection plan, standards, and reporting

The meeting adjourned at 10:16 AM
The following page(s) contain the backup material for Agenda Item: Health, Energy, Resiliency & Sustainability Committee (12/13/18)
Please scroll down to view the backup material.
REPORT
CITY OF ST. PETERSBURG
HEALTH, ENERGY, RESILIENCY & SUSTAINABILITY COMMITTEE MEETING
December 13, 2018

To: The Honorable Chair, Vice Chair, and Members of City Council


Support Staff: Justin Andrews, City Council Legislative Aide

Re: Health, Energy, Resiliency, and Sustainability Committee Meeting of December 13, 2018

Approval of the Agenda and Minutes
Chair Rice called for approval of the November 15, 2018 Committee Minutes. CM Montanari moved for approval. All were in favor of the motion.
Chair Rice called for approval of the agenda. CM Montanari moved for approval of the agenda. All were in favor of the motion.

New/Deferred Business
2018/2019 Look Back/Look Forward Briefs
Sharon Wright began by thanking everyone for the committee’s work over the past few years. 2018 projects were briefly summarized, including the green buildings ordinance, the approval for voluntary composting programs, and the reduction of single-use waste.

Looking forward, Sharon summarized upcoming projects such as the introduction of a green fleets ordinance, establishing energy efficiency funds, the incentive program in repetitive loss areas, development code for solar-ready infrastructure, and tracking progression of newly-established initiatives.

CM Driscoll asked about the upcoming repetitive loss presentation, which is ready for the committee but has not been scheduled. CM Driscoll also wanted more information on the effect of updated building codes and incentives on affordable housing.

CM Gerdes alluded to a recent story on public radio regarding collaborative international efforts on climate change, stating that the necessary changes are best enacted on the local level. CM Gerdes stated that resiliency projects are easy to agree on and should be a focus for the city. CM Gerdes suggested considering initiatives that would address issues surrounding flood insurance through the protection and innovation of city infrastructure. Chair Rice discussed cities around the
nation that have had success with the types of projects that CM Gerdes referenced. CM Gabbard agreed, stating that flood mitigation is crucial to the long-term stability of our community.

CM Driscoll stated that while the city has begun addressing certain infrastructure issues, it has not created a resiliency plan to create long-term solutions to flood mitigation. CM Driscoll discussed the city’s need for water conservation programs, alluding to various programs in municipalities around the country. CM Driscoll looks forward to continuing the discussion on eliminating as many single-use items as possible.

CM Montanari asked for a cost-benefit analysis of the upcoming green fleets’ item. CM Montanari mentioned that his district is largely made up of repetitive loss areas and looks forward to the discussion surrounding the issue in 2019. CM Montanari also discussed his interest in advancing the city’s work on growing and maintaining the city’s tree canopy.

Chair Rice discussed the community’s interest in the committee’s agenda items but suggested that Sharon should work on ways to get the community involved outside of attending meetings. Chair Rice thanked the committee for its comments.

**Integrated Sustainability Action Plan (ISAP) – Steps to Finalize**

Sharon began the ISAP update by summarizing the purpose of the plan and discussed previous milestones. Chair Rice asked that the ISAP be a more central part of the city’s economic strategy. Sharon discussed the “greenhouse gas inventory” results, comparing the city’s carbon footprint to other municipalities working towards 100% clean energy. Sharon discussed the “Pathways” discussed in the ISAP, and mentioned that these practices should be applied to the upcoming “Tropicana redevelopment site.” Work in 2019 will focus on buildings and fleets.

Sharon discussed the engagement efforts surrounding the ISAP, mentioning business outreach online surveys, stakeholder sessions, and a sustainability summit. Sharon highlighted STAR community benchmarks and discussed what the city can do going forward, including access to transit and affordable housing. Sharon discussed the plan’s “action targets” surrounding the city’s goal of reaching 100% clean energy. Chair Rice discussed the reasoning that STAR was elected by the city.

Sharon discussed the steps to finalize the document. The technical document is in process, and a 20 to 30-page companion document will be produced to be more public-facing and community friendly. A public open house is tentatively planned for January 3, planned around an upcoming mayor’s announcement. Specific costs for various programs will be presented in 2019. Michael Dema discussed the approval process for the ISAP as a “general guidance document.” Approval is planned for February 2019.
CM Gerdes stated that the quality of the plan should not be hindered by the possibility of running out of resources. CM Gerdes suggested approaching council for more resources if needed.

CM Montanari questioned the timeframe of the ISAP, specifically the 20% and 100% Clean energy goals for the city. CM Montanari asked legal what finalizing the document looks like, which legal is still considering. Requiring new construction to be solar ready also concerns CM Montanari, who is worried the requirements could negatively affect the affordability of housing. Sharon responded that each concern is being addressed through the five pathways in the ISAP.

Chair Rice stated that the clean energy goals are lofty, but real steps towards those goals are possible. Chair Rice thanked the committee members for their diverse viewpoints and solutions.

There being no further business, Chair Rice adjourned the meeting at 11:58 AM.

The next Committee meeting has been scheduled for January 10, 2019 at 10:30 AM.
The following page(s) contain the backup material for Agenda Item: Legal update regarding the settlement of the lawsuit styled James Wilburn, Employee/Claimant v. City of St. Petersburg/Employer and Commercial Risk Management, Inc./Servicing Agent, OJCC Case No. 07-002761SLR. DA 06.02.2006.
Please scroll down to view the backup material.
RESOLUTION NO. _______

A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF JAMES WILBURN, EMPLOYEE/CLAIMANT V. CITY OF ST. PETERSBURG/EMPLOYER AND COMMERCIAL RISK MANAGEMENT, INC./SERVICING AGENT, OJCC CASE NO. 07-002761SLR, DA 06.02.2006; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, By the City Council of the City of St. Petersburg, Florida, that the settlement by and between James Wilburn, Employee/Claimant v. City of St. Petersburg/Employer and Commercial Risk Management, Inc./Servicing Agent, OJCC Case No. 07-002761SLR, DA 06.02.2006, in the amount of $85,000.00 for indemnity is approved.

BE IT FURTHER RESOLVED that the City Administration and the City Attorney's Office are authorized to execute the necessary paperwork and pay the funds in accordance with such settlement.

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

Approved as to Form and Content:

________________________________
City Attorney (designee)

Legal: 00415990.doc 12.03.18
The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Mac Papers Inc., for bulk paper, specialty paper and envelopes for Marketing and Communications, at a total contract amount of $150,000. Please scroll down to view the backup material.
To: The Honorable Council Chair and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Mac Papers Inc., for bulk paper, specialty paper and envelopes for Marketing and Communications, at a total contract amount of $150,000.

Explanation: The Procurement Department received two bids for bulk paper for Marketing and Communications department.

The vendor will furnish and deliver bulk paper, envelopes and other types of paper to be used for marketing, such as flyers, letterheads, business cards, saddle-stitched booklets, rack cards and posters. The bulk paper and envelopes will be stocked and distributed from the Consolidated Warehouse.

The Procurement Department, in cooperation with the Print Shop, recommends approval:

Mac Papers, Inc. (Jacksonville, FL) ........................................ $150,000
(Three-years @ $50,000 per year)

Mac Papers, Inc., the lowest responsible and responsive bidder, has met the requirements of IFB No. 7073 Paper: Print Shop & CW dated November 8, 2018. The company is headquartered in Jacksonville and has satisfactorily provided similar supplies for the City in the past. A blanket purchase agreement will be issued and will be binding only for the actual quantities ordered. This agreement will be effective from the date of award through January 31, 2022, with one, two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Marketing and Communications, Print Shop (2302585).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]
Administrative
Budget
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<td>7</td>
<td>Paper, 11 x 17, 60lb., Gloss Enamel</td>
<td>20 CARTON</td>
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<td>1,530.80</td>
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<td>57.25</td>
<td>572.50</td>
<td>23.95</td>
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<tr>
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<td>80 CARTON</td>
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<td>Paper, 12 x 18, White 80lb, Gloss</td>
<td>10 THOUSAND</td>
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<td>84.79</td>
<td>847.90</td>
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<td>125.30</td>
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<tr>
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<td>645.40</td>
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<td>1,493.80</td>
</tr>
<tr>
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<td>13.60</td>
<td>4,352.00</td>
<td>14.59</td>
<td>4,668.80</td>
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**TOTAL:** $45,552.47

**Staples Contract & Commercial, LLC**

**dba Staples Business Advantage**

**Tampa, FL**

Terms: Net 30

Delivery: 1 Day

<table>
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<tr>
<th>Line</th>
<th>Description</th>
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<th>Unit Price</th>
<th>Extended Price</th>
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<tr>
<td>17</td>
<td>Paper, virgin bond, white, 8-1/2IN x 14IN, Legal Size, Grade 4, 20 LB, Quick copy</td>
<td>35 CASES</td>
<td>33.83</td>
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<tr>
<td>18</td>
<td>Envelope, 9-1/2 X 12-1/2, Manila Clasp, 100/box</td>
<td>35 BOX</td>
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<tr>
<td>19</td>
<td>Envelope, No. 10, 24lb, No Window, Diagonal Seam, 500/box, Item # 083449, minimum order qty. 50 boxes</td>
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<td>645.40</td>
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<tr>
<td>20</td>
<td>Envelope, No. 10, 24lb, White, Digital Print Window, Diagonal Seam, 500/box, Item # 083688, minimum order qty. 50 boxes</td>
<td>320 BOX</td>
<td>13.60</td>
<td>4,352.00</td>
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</table>

**TOTAL:** $72,609.17

Award Pending
A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH A TWO-YEAR RENEWAL OPTION TO MAC PAPERS, INC. FOR BULK PAPER, SPECIALTY PAPER AND ENVELOPES FOR THE MARKETING AND COMMUNICATIONS DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $150,000 FOR THE INITIAL TERM; 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 (2) two bids for bulk paper, specialty paper and envelopes for the Marketing and Communications Department in response to IFB No. 7073 dated November 8, 2018; and

WHEREAS, Mac Papers, Inc. has met the terms and conditions of IFB No. 7073; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year blanket purchase agreement with a two-year renewal option to Mac Papers, Inc. for bulk paper, specialty paper and envelopes for our Marketing and Communications Department for a total contract amount not to exceed $150,000 for the initial term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00418544
The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Signal 15 Inc., for police and fire accessories, for a total contact amount of $130,000.
Please scroll down to view the backup material.
To: The Honorable Council Chair and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Signal 15 Inc., for police and fire accessories, for a total contact amount of $130,000.

Explanation: The Procurement Department received three bids for police and fire accessories. The vendor will furnish and deliver accessories such as badges, belts, and holsters. These items are stocked at the Consolidated Warehouse (CW).

The Procurement Department recommends for award:

Signal 15 Inc., (Largo) $130,000
(Three-years @ $43,333 per year)

Signal 15 Inc., the lowest responsive and responsible bidder, has met the requirements of IFB 7096, dated November 8, 2018. The company is headquartered in Largo, FL and has been in business since 2002. It has satisfactorily provided similar supplies for the City in the past. A blanket purchase agreement will be issued and will be binding only for the actual quantities ordered. This agreement will be effective from the date of approval through January 31, 2022, with one, two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Supply Management Fund (5031), Supply Management account (0601053).

Attachments: Bid Tabulation (3 pages)
Resolution

Approvals:

[Signatures]
### Bid Tabulation

**Procurement and Supply Management**

**Chief Supply Corporation**

**City of St. Petersburg**

**Tampa, FL**

**Terms: Net 30**

**Delivery: 30 Days**

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<thead>
<tr>
<th>Line</th>
<th>Stock No.</th>
<th>Description</th>
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<th>Unit Price</th>
<th>Extended Price</th>
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<td>1 Adapter, Bell, Loop, Mid-Ride, Blackhawk Serra 44H-00526H</td>
<td>1 EACH</td>
<td></td>
<td>$11.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>62277</td>
<td>2 Badge, Fire, Cap, Asst. Chief, 4 Bugles</td>
<td>1 EACH</td>
<td></td>
<td>$20.00</td>
<td></td>
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<tr>
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<td>3 Badge, Fire, Cap, Chief, 5 Bugles</td>
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<td>$20.00</td>
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<tr>
<td>4</td>
<td>52063</td>
<td>4 Badge, Fire, Div Chief, 3 Bugles</td>
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<td>$20.00</td>
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<td>5</td>
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<td>$20.00</td>
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<tr>
<td>6</td>
<td>52062</td>
<td>6 Badge, Fire, Cap, Lieutenant, Scramble, 1 Vertical Bugle</td>
<td>2 EACH</td>
<td></td>
<td>$20.00</td>
<td></td>
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<tr>
<td>7</td>
<td>52095</td>
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<td>$51.80</td>
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<tr>
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</table>

**Signal 18, Inc.**

**Largo, FL**

**Terms: Net 30**

**Delivery: 30 Days**

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<tr>
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<td>1 Adapter, Bell, Loop, Mid-Ride, Blackhawk Serra 44H-00526H</td>
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<tr>
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<td>$59.29</td>
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**GT Distributors, Inc.**

**Austin, TX**

**Terms: Net 30**

**Delivery: 90 Days**

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### Award Panning
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<tr>
<th>Line</th>
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<th>Signal 18, Inc.</th>
<th>GT Distributors, Inc.</th>
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<tbody>
<tr>
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<td>Largo, FL</td>
<td>Austin, TX</td>
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<td>65025</td>
<td>Case, Single Cuff Covered, Hi Gloss Brass Snap, Bianchi # 7900-2303</td>
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<td>Handcuff, &quot;flee cuff&quot;, Black Heavy Duty, bulk 100 to Box, 821012</td>
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**Award Pening**

3
# Bid Tabulation

**Procurement and Supply Management**

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**Total:**

| 41,264.87 |

**Chief Supply Corporation**

Tampa, FL

Terms: Net 30

Delivery: 30 Days

**Signal 15, Inc.**

Largo, FL

Terms: Net 30

Delivery: 30 Days

**GT Distributors, Inc.**

Austin, TX

Terms: Net 30

Delivery: 90 Days

Award Pending
A RESOLUTION APPROVING THE AWARD OF
A THREE-YEAR BLANKET PURCHASE
AGREEMENT WITH A TWO-YEAR RENEWAL
OPTION TO SIGNAL 15, INC. FOR POLICE AND
FIRE ACCESSORIES FOR A TOTAL AMOUNT
NOT TO EXCEED $130,000 FOR THE INITIAL
TERM; 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 (3)
three bids for police and fire accessories in response to IFB No. 7096 dated November 8, 2018; and

WHEREAS, Signal 15, Inc. has met the terms and conditions of IFB No. 7096; and

WHEREAS, the Procurement & Supply Management Department recommends
approval of this award.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida, that the award of a three-year blanket purchase agreement with a two-year
renewal option to Signal 15, Inc., for police and fire accessories for a total amount not to exceed
$130,000 for the initial term is hereby approved.

BE IT FURTHER RESOLVED is hereby approved and 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)
00418314
The following page(s) contain the backup material for Agenda Item: Resolution approving the plat of Richardson Park Townhomes generally located at 801, 803 and 804 Calla Terrace North. (City File 18-20000009)
Please scroll down to view the backup material.
TO: THE HONORABLE CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Richardson Park Townhomes generally located at 801, 803 and 804 Calla Terrace North (Our File: 18-20000009)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create eight (8) lots. This land was previously platted as three (3) lots. This plat is required in order to develop the property as fee-simple townhomes on the property which is zoned Downtown Center (DC-2).

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

Attachments: Map, Aerial, Resolution, Engineering Memorandum dated August 7, 2018

APPROVALS:
Administrative: [Signature]
Budget: NA
Legal: [Signature]
Project Location Map
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No.: 18-20000009
Address: 801, 803, and 804 Calla Terrace
North
Aerial
City of St. Petersburg, Florida
Planning and Development Department
Case No.: 18-20000009
Address: 801, 803 & 804 Calla Terrace North
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF RICHARDSON PARK TOWNHOMES, GENERALLY LOCATED 801, 803 AND 804 CALLA TERRACE NORTH, SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 18-20000009)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Richardson Park Townhomes, generally located 801, 803 and 804 Calla Terrace North, is hereby approved, subject to the following conditions.

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

2. Comply with Engineering conditions in the memorandum dated August 7, 2018, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Development Services Dept. Date

[Signature]
City Attorney (Designee) Date
DEDICATION:

THE UNDERSEALD ACKNOWLEDGES THAT LAND COURT OFFICERS, LLC ("DEEDOR") IS THE OWNER OF THE LAND SHOWN ON THE PLA T AND DESCRIBED HEREIN AS RICHARDSON PARK TOWNHOMES, A PLAT RECORDED IN PLAT BOOK 3, PAGE 72 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART.

THE SOUTH 40 1/2 FEET OF LOT 6, BLOCK 3 (2) W. M. E. RICHARDSON SUBDIVISION, LOTS ONE (1) & TWO (2), BLOCK THREE (3) MOTT'S ADDITION, AS RECORDED IN PLAT BOOK 3, PAGE 72, IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART PURSUANT TO A DECREE OF EQUITY, IS HEREBY DEDICATED AS A TOURNAMENT COURT.

DEDICATION (CONTINUED):

(2) NO UTILITIES PROVIDER MAY INSTALL IMPROVEMENTS WITHIN TRACT "A" OR THE PRIVATE UTILITY EASEMENTS WITHIN RIGHTS PENDING CONSENT OF THE DEEDOR OR IN THE EVENT THE DEEDOR IS NO LONGER CAPABLE OF GIVING SUCH CONSENT, THEN WITHOUT PRIOR CONSENT OF THE ASSOCIATION.

(3) ALL COMMON IMPROVEMENTS INCLUDING UNDERGROUND PRIVATE UTILITY INFRASTRUCTURE CONSTRUCTED TO BE CONVEYED WITHIN TRACT "A" TO THE ASSOCIATION AND DRAINAGE EASEMENTS FOR THE USE OF THE LOT OWNERS ARE HEREBY RESERVED TO THE ASSOCIATION, WHICH SHALL MAINTAIN SUCH IMPROVEMENTS FOR THE BENEFIT OF THE LOT OWNERS, THEIR SUCCESSORS, ASSIGNS AND HEIRS, AS MORE PARTICULARLY SET FORTH IN THE DECLARATION. THIS RESERVATION SHALL NOT APPLY TO PHYSICAL IMPROVEMENTS ON THE LOT OWNERS' LAND.

(4) A PERPETUAL, NON-EXCLUSIVE PERMANENT EASEMENT OVER AND ACROSS TRACT "A" FOR DEVELOPMENT AND CONSTRUCTION ACTIVITIES.

(5) ALL UTILITY PROVIDERS TO SIGN AND DATE A RELEASE OF CLAIMS AND DEFENSE TO LIABILITY AGREEMENT.

(6) IN THE EVENT A PARTY IS ENTITLED TO A PARTIAL RELEASE FROM THE TERMS OF THIS DEDICATION, SUCH PARTY IS ENTITLED TO A PARTIAL RELEASE FROM THE TERMS OF THIS DEDICATION.

CERTIFICATE OF APPROVAL BY CITY OF ST. PETERSBURG:

STATE OF FLORIDA COUNTY OF PINELLAS

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS __________ DAY OF __________, 20__.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS __________, 20__.

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

STATE OF FLORIDA COUNTY OF PINELLAS

I, JON BURROW, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT HAS BEEN PRESENTED AND IS ON FILE IN THE OFFICE OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, AND IS APPROVED.

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR:

IT IS HEREBY CERTIFIED THAT THE PLAT RICHARDSON PARK TOWNHOMES HAS BEEN APPROVED FOR CONSTRUCTION AND THAT THE REQUIREMENTS OF THE CITY SURVEYOR OF THE CITY OF ST. PETERSBURG, FLORIDA HAVE BEEN MET.

SURVEYOR'S CERTIFICATE:


JOHN C. BRENDON, P.C.
STATE OF FLORIDA LICENSED LAND SURVEYOR NO. 12011700
LICENSED BUSINESS NO. 7600

"EVERY HALF A CERTIFICT OF QUALITY LAND SURVEYING"
RICHARDSON PARK TOWNHOMES

THE SOUTH 81 FEET OF LOTS 6 AND 7, ACCORDING TO THE FLAT OF WM. E. RICHARDSON
SUBDIVISION, LOTS ONE (1) & TWO (2), BLOCK THREE (3) MOFFET'S ADDITION AS
RECORDED IN FLAT BOOK 3, PAGE 72 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY,
FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART
LYING IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

JON Of RANO CONSfENT TO DDiCATIOND

THE DNNEHSICFIEO OEREWD CERTIFIES THAT ir N Fit HOLDER OF A MORTGAGE, LIEN, OR OTHER
ENCUMBERANCE UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERNOED SIGNEEO
HEREOF, DOES HEREBY WAIVE ALL RIGHTS AS A MORTGAGEE, LIENEE, OR OTHER
HOLDER OF AN ENCUMBERANCE, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBERANCE, WHICH IS RECORDED
IN OFFICIAL RECORDS BOOK NAME, PAGE ____ OF THE PUBLIC RECORDS OF PINELLAS COUNTY,
FLORIDA, SHALL BE SUBORONATED TO THE ABOVE DEDICATION.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

JEFFERSON BANK OF FLORIDA
CONVENTION LEARNING CENTER
SLEIGH, FL 34677

NAME: __________________
TITLE: __________________

STATE OF __________________ COUNTY OF ________________

I WE, THE UNDERSIGNED, PERSONALLY APPEARED TO BE THE PERSONS
HEREIN IDENTIFIED AND DO SWORN TO THE EXECUTION OF THE
DATED HEREIN, TO BE THEIR FREE ACT AND DEED, AND THAT THEY WERE
AUTHORIZED TO DO SO THE ABOVE PERSON IS PERSONALLY KNOWING TO ME OR HIS PRODUCED
AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HERETOJO SET MY HAND AND SEAL ON THE ABOVE DATE

My commission expires __________________ COMMISSION NO. __________________

Signature of Notary Public
State of Florida at Large

PRINTED NAME OF NOTARY PUBLIC

JOHN C. BRENDA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

4110 60th Avenue North
Poisade Park, Orlando 32805
Telephone 407-303-2300

"OVER HALF A CENTURY OF QUALITY LAND SERVICES"
TO: Iris Winn, Administrative Clerk, Development Services  
Corey Małyszka, Planning & Development Services Interim Zoning Official,  
Development Review Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: August 7, 2018
SUBJECT: Preliminary and Final Plat – Richardson Park Townhomes
FILE: 18-20000009

LOCATION AND PIN:  
801 Calla Terrace North; 19/31/17/74664/000/0072
803 Calla Terrace North; 19/31/17/74664/000/0062
804 Calla Terrace North; 19/31/17/74664/000/0061

ATLAS: E-6
PROJECT: Preliminary and Final Plat
REQUEST: Preliminary and Final Plat – Richardson Park Townhomes

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval and/or addressed prior to the issuance of the Final Certificate of Occupancy:

It is acknowledged that the following items 2 – 7 (below) have been addressed with the submittal of the associated Site Construction Permit Applications, but remain listed below as documentation of the standard plat approval conditions since the plat was not reviewed prior to site permitting. Standard conditions of plat approval will be verified prior to Engineering departmental release of the project Certificate of Occupancy. No further response necessary for processing the final plat.

SPECIAL CONDITIONS OF APPROVAL:
1. City Code Section 16.40.140.4.3(1) indicates that “for subdivisions of less than 2½ acres when platted, the right-of-way shall conform to the existing adjacent right-of-way width within the block, except under no circumstances shall a width less than 20 feet be permitted”. Since N/S Calla Terrace North is only 10-feet wide and the E/W Calla Terrace North is only 16-feet wide, neither meet this criterion. Engineering recommends that zoning include a variance to the alley width requirements of the land development code if it is not the intent to dedicate the additional right of way.

2. This project has frontage on the platted alley of Calla Terrace North and per the definition of Alley in the Land Development Code, “Alley means a right-of-way providing a secondary means of vehicular access and service to abutting property. Alleys are not designed or maintained for pedestrian or bicycle use.” Therefore, no public sidewalk is required per City of St. Petersburg Municipal Code Section 16.40.140.4.2.

3. Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The
construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

4. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

5. The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. If required the applicant must submit drainage calculations which conform to the water quantity and the water quality requirements of Ordinance City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm. The owner's engineer of record shall verify that existing public storm sewer infrastructure has sufficient capacity, or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

6. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

7. Per City Council Resolution, all existing alley brick and granite roadway curbing must be preserved and shall remain the property of the City of St. Petersburg.

STANDARD COMMENTS:
Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense
of the developer. Contact the City's Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

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

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
The following page(s) contain the backup material for Agenda Item: Resolution approving the plat of West Central Townhouses located at 3611 1st Avenue South. (City File 18-20000013)
Please scroll down to view the backup material.
TO: THE HONORABLE CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of West Central Townhouses located at 3611 1st Avenue South (Our File: 18-20000013)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create two (2) lots. This land was previously platted as one (1) lot. This plat is required to develop the property as fee-simple townhomes on the property which is zoned Corridor Residential Traditional (CRT-1).

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

Attachments: Map, Aerial, Resolution, Engineering Memorandum dated October 16, 2018

APPROVALS:

Administrative: [Signature]

Budget: NA

Legal: [Signature]
Project Location Map
City of St. Petersburg, Florida
Planning and Development Department
Case No.: 18-20000013
Address: 3611 1st Avenue South

www.stpete.org
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF WEST CENTRAL TOWNHOUSES LOCATED AT 3611 1ST AVENUE SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 18-20000013)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of West Central Townhouses, located at 3611 1st Avenue South, is hereby approved, subject to the following conditions.

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

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Planning & Development Dept. Date

City Attorney (Designee) Date
WEST CENTRAL TOWNHOUSES
A REPLAT OF THE EAST 40 FEET OF LOT 16, BLOCK "C," WEST CENTRAL AVE. SUBDIVISION.
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 17, OF THE PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA, AND ALSO BEING SUBSEQUENTLY RECORDED AS RE-SUBDIVISION OF
WEST CENTRAL AVE. 1600 FEET THEREOF FOR ROAD RIGHT-OF-WAY ACCORDING TO OFFICIAL
RECORDS BOOK 1874, PAGE 408 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
LYING IN THE NORTH 1/2 OF SECTION 22, TOWNSHIP 31 SOUTH, RANGE 18 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

PROPERTY DESCRIPTION:
The East 40 feet of Lot 16, Block "C," West Central Ave., Subdivision, according to the plat thereof as recorded in Plat Book 5, Page 17, of the Public Records of Pinellas County, Florida, and also being subsequently recorded as Re-Subdivision of West Central Ave. 1600 feet thereof for Road Right-of-Way according to Official Records Book 1874, Page 408 of the Public Records of Pinellas County, Florida.

The East 40 feet of Lot 16, Block "C," West Central Ave., Subdivision, according to the plat thereof as recorded in Plat Book 5, Page 17, of the Public Records of Pinellas County, Florida, and also being subsequently recorded as Re-Subdivision of West Central Ave. 1600 feet thereof for Road Right-of-Way according to Official Records Book 1874, Page 408 of the Public Records of Pinellas County, Florida.

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

Pursuant to the provisions of the Florida Statutes, this certificate is made by the City Surveyor of St. Petersburg, Pinellas County, Florida, approving the plat hereof in accordance with the requirements of the Florida Statutes. The City Surveyor has examined the plat and found it to be in compliance with the requirements of the Florida Statutes. The City Surveyor has also verified the plat and found it to be in compliance with the requirements of the Florida Statutes.

SIGNED:
John E. Drenner, City Surveyor

CERTIFICATE OF APPROVAL BY CITY OF ST. PETERSBURG:

Pursuant to the provisions of the Florida Statutes, this certificate is made by the City of St. Petersburg, Pinellas County, Florida, approving the plat hereof in accordance with the requirements of the Florida Statutes. The City has examined the plat and found it to be in compliance with the requirements of the Florida Statutes.

SIGNED:
John E. Drenner, City Surveyor

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

Pursuant to the provisions of the Florida Statutes, this certificate is made by the County Clerk, Pinellas County, Florida, approving the plat hereof in accordance with the requirements of the Florida Statutes. The County Clerk has examined the plat and found it to be in compliance with the requirements of the Florida Statutes.

SIGNED:
John E. Drenner, County Clerk

SURVEYOR'S CERTIFICATE:

John E. Drenner, City Surveyor, hereby certifies that the plat hereof has been prepared in accordance with the requirements of the Florida Statutes and has been approved by the City Surveyor of St. Petersburg, Pinellas County, Florida. The plat has been recorded in accordance with the requirements of the Florida Statutes.

SIGNED:
John E. Drenner, City Surveyor

JCB
Professional Land Surveyors and Mapmakers

STATE OF FLORIDA
COUNTY OF PINELLAS

I, John E. Drenner, City Surveyor, hereby certify that the plat hereof has been prepared in accordance with the requirements of the Florida Statutes and has been approved by the City Surveyor of St. Petersburg, Pinellas County, Florida. The plat has been recorded in accordance with the requirements of the Florida Statutes.

SIGNED:
John E. Drenner, City Surveyor
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Iris Winn, Administrative Clerk, Development Services
    Jennifer Bryla, Zoning Official, Development Review Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: October 16, 2018
SUBJECT: Preliminary and Final Plat – West Central Townhomes
FILE: 18-20000013

LOCATION AND PIN: 3611 1st Avenue South; 22/31/16/96192/003/0150
ATLAS: K-2
PROJECT: Preliminary and Final Plat
REQUEST: Preliminary and Final Plat – Saint James Townhomes

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval and/or addressed prior to the issuance of the Final Certificate of Occupancy:

SPECIAL CONDITIONS OF APPROVAL:

STANDARD COMMENTS:
Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.
Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

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

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as may be required for this project.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his
designee, to execute a First Amendment to the Baywalk Employee Parking Agreement dated
October 12, 2012 with Loan Ranger Acquisitions, LLC to maximize parking space availability on
the rooftop level within the Sundial Garage. [Evan Mory/Alfred Wendler]
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 3, 2019

TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Baywalk Employee Parking Agreement dated October 12, 2012 with Loan Ranger Acquisitions, LLC to maximize parking space availability on the rooftop level within the Sundial Garage; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Since the original Employee Parking Agreement was executed on October 12, 2012 ("Agreement") by Loan Ranger Acquisitions, LLC ("LRA") for use of parking spaces within the Sundial Garage, downtown St. Petersburg has continued to expand with new property developments and redevelopment of existing properties, which has continued to increase overall parking demand. The number of on-street parking spaces cannot be significantly increased and there has been a minimum of private parking facilities constructed for visitors and customers of downtown office space, restaurants, shops, museums and events.

The City is exploring options for public/private partnership(s) for additional parking in the downtown core, but location(s) and timelines for construction are yet to be determined. Per the Agreement, LRA has control of the entire rooftop level at the Sundial Garage for their employees only and is now capped at 180 access cards. There are currently 188 total spaces on the rooftop level, which is often less than half full during peak hours due to different shifts, part-time workers and other employee absences.

Given that the rooftop is being underutilized, the City approached LRA and asked if it would be willing to amend the Agreement to allow up to 400 access cards for employees and public parkers to utilize the rooftop spaces on a non-reserved basis. This would enable the ability to take advantage of the above-explained potential to accommodate many more parkers than actual parking spaces. LRA is amenable to this amendment to the Agreement knowing that this request would have a positive effect on parking within the area, help the City to effectively provide more parking at no additional construction cost, as well as help Sundial and other businesses in the area. This amendment would allow LRA to sell the spaces to the public at market rate and forward payment to the City at the contracted rate in the Agreement (currently $25 per card per month as of January 1, 2019). This would also have the potential to increase revenue for the City up to an additional $66,000 annually.

COST/FUNDING: There are no costs to the City associated with this amended Agreement. There is a potential increase in revenues of approximately $66,000 annually.
RECOMMENDATIONS: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Baywalk Employee Parking Agreement dated October 12, 2012 with Loan Ranger Acquisitions, LLC to maximize parking space availability on the rooftop level within the Sundial Garage; and to execute all documents necessary to effectuate same; and providing an effective date.

ATTACHMENTS: Resolution

APPROVALS: Administration: 
Budget: N/A
Legal: (As to consistency w/attached legal documents)
Resolution No. 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE BAYWALK EMPLOYEE PARKING AGREEMENT DATED OCTOBER 12, 2012 WITH LOAN RANGER ACQUISITIONS, LLC TO MAXIMIZE PARKING SPACE AVAILABILITY ON THE ROOFTOP LEVEL WITHIN THE SUNDIAL GARAGE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a parking agreement was executed on October 12, 2012 ("Agreement") between Loan Ranger Acquisitions, LLC ("LRA") and the City of St. Petersburg for control of the entire rooftop level at the Sundial Garage for their employees only (currently capped at 180 access cards); and

WHEREAS, there are currently 188 total spaces on the rooftop level, which is often less than half full during peak hours due to different shifts, part-time workers and other employee absences; and

WHEREAS, downtown St. Petersburg has continued to expand with new property developments and redevelopment of existing properties, which has continued to increase overall parking demand since the execution of the Agreement; and

WHEREAS, given that the rooftop level is being underutilized, the City approached LRA and asked if it would be willing to amend the Agreement to allow up to 400 access cards for employees and public parkers to utilize the rooftop spaces on a non-reserved basis, which would enable the ability to take advantage of the potential to accommodate many more parkers than actual parking spaces; and

WHEREAS, LRA is amenable to this amendment to the Agreement knowing that this request would have a positive effect on parking within the area, help the City to effectively provide more parking at no additional construction cost, as well as help Sundial and other businesses in the area; and

WHEREAS, this amendment would allow LRA to sell the spaces to the public at market rate and forward payment to the City at the contracted rate in the Agreement (currently $25 per card per month as of January 1, 2019), which also has the potential to increase revenue for the City up to an additional $66,000 annually.
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 Baywalk Employee Parking Agreement dated October 12, 2012 with Loan Ranger Acquisitions, LLC to maximize parking space availability on the rooftop level within the Sundial Garage and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

Evan Mory, Director
Transportation and Parking
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg, to Roland Feiertag, Jr. for $13,600. [Alfred Wendler/Diane Bozich] Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 3, 2019

TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg, to Roland Feiertag, Jr. for $13,600; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate and Property Management Department received an offer from Roland Feiertag, Jr. ("Buyer") to purchase the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg ("Property"). The Buyer intends to construct a new single-family residence on the lot.

The Property was conveyed to the City via Deed in Lieu of Paying Special Assessment Liens in accordance with the Special Assessment Lien Modification Program in December 2014. The Property is unimproved with lot dimensions of 45 ft. x 127 ft. and is zoned NT-1 (Neighborhood Traditional). The Property was declared surplus real estate after appropriate City Departments were queried.

The Property is legally described as follows:

Lot 21, Block 1, DOWLING-MCNAB’S REPLAT
Parcel ID No.: 28/31/16/22338/001/0210
Approximate Street Address: 4643 – 19th Avenue South

On August 13, 2018, the Property was appraised by Scott Seaman, McCormick Seaman and Terrana, and has an estimated market value of $13,600. The contract price is $13,600, with the Buyer paying all closing costs. According to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg, to Roland Feiertag, Jr. for $13,600; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION:  N/A

ATTACHMENTS:  Illustration, Appraisal and Resolution  

APPROVALS:  

Administration:  

Budget:  N/A  

Legal:  

(As to consistency w/attached legal documents)
Approx. Address: 4643 – 19th Avenue South, St. Petersburg
**LAND APPRAISAL REPORT**

**Borrower:** N/A  
**Property Address:** 4643 16th Ave S  
**City:** St. Petersburg  
**County:** PINELLAS  
**Legal Description:** Drawing Mohan's Record Rts. 1, Let 21, P.B. 699, PG 104  
**Price:** N/A  
**Loan Term:** Actual Real Estate Taxes $0.95  
**Loan charges to be paid by seller:** N/A  
**Other sales concessions:** Property Rights Appraised  
**Occupant:** VACANT  
**Appraiser:** SCOTT W. SEAMAN, SRA  
**Address:** P.O. BOX 2842, ST. PETERSBURG, FLORIDA 33731-2842  
**Instructs to Appraiser:** [MARKET VALUE] DESKTOP APPRAISAL

**Location:** Urban  
**Built up:** Over 75%  
**Growth Rate:** Fully Dev.  
**Property Values:** Increasing  
**Demand/Supply:** Shortage  
**Time Market:** Under 3 Mos.  
**Present Land Use:** 80% 1 Family  
**Percent Vacant:** % Industrial  
**Change in Present Land Use:** Not Likely  
**Predominant Occupancy:** Owner  
**Single Family Price Range:** $30,000 to $50,000  
**Single Family Age:** 10 yrs. to 95 yrs.  
**Comments:** THE SUBJECT IS LOCATED ON THE N3 SIDE OF 19TH AVE S 232 FEET WEST OF 4TH ST S, IN ST. PETERSBURG, FL. THIS IS AN AREA OF SINGLE FAMILY PROPERTIES IN THE LOWER TO MODERATE VALUE RANGE. GENERAL MAINTENANCE IN THE AREA APPEARS TO BE AVERAGE AND ALL SUPPORTING FACILITIES ARE IN A 1 2 MILE RADIUS.

**Dimensions:** 45 X 127  
**Zoning classification:** 'NT'  
**Highest and best use:** Residential  
**Electricity:** Public  
**Gas:** Private  
**Water:** Public  
**San. Sewer:** Public  
**Underground Elect. & Tel:** Sidewalk  
**Parking:** Street Access  
**Impacts:** AT STREET GRADE  
**Drainage:** IMPERVIOUS  
**Comments:** [Favorable or unfavorable including any apparent adverse assessments, encroachments, or other adverse conditions]:

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<td>AVERAGE</td>
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<tr>
<td>Size</td>
<td>5,716 SF</td>
<td>5,264 SF</td>
<td>6,300 SF</td>
<td>6,100 SF</td>
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<td>&quot;N-T&quot;</td>
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<td>View</td>
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<tr>
<td>DMCAC</td>
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<td>0/0X</td>
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<td>Sales or Financing Concessions</td>
<td>N/A</td>
<td>CASH</td>
<td>CASH</td>
<td>CASH</td>
</tr>
</tbody>
</table>

**Net Adj. (Prior):**  
- **Net Adj. (Total):**  
- **Indicated Value of Subject:** $14,000  
- **Net 0.0%**  
- **Net 0.0%**  
- **Net 0.0%**  
- **Net 0.0%**

**Comments on Market Data:**  
- NO ADJUSTMENTS WERE MADE, BASED ON THE ABOVE NOTED SALES THE PRICES PER SQUARE FOOT RANGED FROM $1.95 PSF TO $2.66 PSF. PLACING EQUAL WEIGHT ON THE SALES, WE ESTIMATE THE VALUE OF THE SUBJECT SITE TO BE: 5,716 SF X $2.49 PSF = $13,716  
- $13,716 ROUNDED TO $13,660

**Final Reconciliation:**  
THE SALES COMPARISON APPROACH IS THE ONLY APPLICABLE APPROACH TO VALUE VACANT LAND.

**SCOTT W. SEAMAN, SRA**  
Appraiser(s): CERT GEN RZ1758

**Compliance:**  
- [ ] Did  
- [ ] Did Not Physically Inspect Property

**Form LND:** "TOTAL"  
- [ ] 1.80A  
- [ ] 1.80A  

**AUGUST 13, 2018**:  
- $13,600
USPAP Compliance Addendum

Borrower: NA
Property Address: 4843 19th Ave S
City: Saint Petersburg
County: PINELLAS
State: FL
Zip Code: 33711
Lender/Client: CITY OF ST. PETERSBURG

APPRAISAL AND REPORT IDENTIFICATION
This Appraisal Report is one of the following types:

☐ Appraisal Report
☐ Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and therefore, the information contained herein may not be understood properly without the additional information in the appraiser's workfile.

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

☐ The statements of fact contained in this report are true and correct.
☐ The report analyzes, opinions, and conclusions are limited only by the reported assumptions and are not personal, impartial, and unbiased professional analyses, opinions, and conclusions.
☐ I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
☐ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
☐ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
☐ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
☐ My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
☐ This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES
☐ I have NOT performed services, as an appraiser or in any other capacity, respecting the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
☐ I HAVE performed services, as an appraiser or in another capacity, respecting the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION
☐ I have NOT made a personal inspection of the property that is the subject of this report.
☐ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE
Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS
Additional USPAP-related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY
☐ A reasonable marketing time for the subject property is ___ days based on market conditions pertinent to the appraisal assignment.
☐ A reasonable exposure time for the subject property is ___ days.

APPRAISER

Signature: SCOTT W. SEAMAN, SRA
Date of Signature: 06/15/2018
State Certification #: CERT GEN RZ1758
State: FL
Expiration Date of Certification or License: 11/09/2018
Effective Date of Appraisal: AUGUST 13, 2018

SUPERVISING APPRAISER (ONLY IF REQUIRED)

Signature: 
Date of Signature: 
State Certification #: 
State: 
Expiration Date of Certification or License: 
Supervisory Appraiser’s Signature: ____________________________
Supervisory Appraiser’s Name: ____________________________
Supervisory Appraiser’s State License #: 
Supervisory Appraiser’s Expiration Date of Certification or License: 
Supervisory Appraiser’s State: 
Supervisory Appraiser’s Signature: ____________________________
Supervisory Appraiser’s Name: ____________________________

USPAP Compliance Addendum 2014

Form ID14EC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMCOE
Parcel ID #: 28-31-16-22338-001-0210
4643 19th Avenue South
St. Petersburg, Florida 33711
LIMITING CONDITIONS

*** The only intended user(s) of the appraisal shall be Client and those parties who are identified expressly as intended users in the report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal. The appraisal is provided for Client’s and the intended user’s benefit alone and solely for the use identified in the report. The appraisal may not, without Appraiser’s express written authorization, be used or relied on by any other party, even if that party pays all or part of the appraisal fee, or receives or sees a copy of the report. If Appraiser has granted authorization for other parties to use or rely on the appraisal, that authorization will be subject to additional terms which may be stated by Appraiser.

*** Unauthorized Use or Publication. No part of the appraisal report or the Appraiser’s opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser’s written authorization. Any party who publishes or uses the report or Appraiser’s work product without such authorization or who provides the report or Appraiser’s work product for such unauthorized use or publication agrees to indemnify and hold Appraiser harmless from and against all damages, expenses, claims and costs, including attorneys’ fees, incurred in Appraiser’s investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

*** No Third Party Beneficiaries of the Appraisal Services Agreement. Unless identified expressly in the agreement, there are no third party beneficiaries of any Appraisal Services Agreement between Client and Appraiser pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does mean that the party is a third party beneficiary of the Appraisal Services Agreement.
CERTIFICATION

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

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

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

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

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

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

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

* We have not performed services as an appraiser regarding this property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

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

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

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

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

* Scott W. Seaman, SRA inspected the subject property, analyzed the data and prepared the value conclusion.

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

Scott W Seaman, SRA
Cert Gen RZ1758
Licensed Real Estate Broker
EXHIBIT "A"

APRAISER QUALIFICATIONS
APPRAISER QUALIFICATIONS

SCOTT W. SEAMAN

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

APPRAISAL COURSES:
Law Update 2018
The Workfile: Compliance and Support
Cool Tools: Digging Your Data 2018
USPAP Update 2018
Business Practices & Ethics 2017
2016-2017 National USPAP Update Course
Managing Appraiser Liability 2016
New FHA Handbook 4000.1 2016
Florida Appraisal Laws and Regulations 2016
Avoiding Mortgage Fraud for Appraisers 2016
Business Practices and Ethics/2015
Supervisory Appraiser/Trainee Appraiser Course/2015
Real Estate Continuing Education/2014
Litigation Assignments for Residential Appraisers: Doing Expert Work
on Atypical Cases/2014
Methodology & Application of Sales Comparison/2014
Appraisal Review of Residential Properties/2014
Florida Law Update for Real Estate Appraisers/2014
National USPAP/2014
Front of House/Back of House/2013
Real Estate Continuing Education Exams 20-33/2012
Critical Issues/2012
Commercial Appraisal Productivity Seminar/2012
Loss Prevention/2011
Discounted Cash Flow Model/2011
Business Practices & Ethics/2011

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

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

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

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

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

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

SEAMAN, SCOTT WARNER
1262 DR MARTIN LUTHER KING JR ST N
ST. PETERSBURG FL 33710

ISSUED 11/15/2016 DISPLAY AS REQUIRED BY LAW
EXHIBIT “B”

CLIENT FURNISHED DATA
Resolution No. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL THE SURPLUS, UNIMPROVED CITY-OWNED PARCEL LOCATED AT APPROXIMATELY 4643 – 19TH AVENUE SOUTH, ST. PETERSBURG, TO ROLAND FEIERTAG, JR. FOR $13,600; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Real Estate and Property Management Department received an offer from Roland Feiertag, Jr. ("Buyer") to purchase the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg ("Property"); and

WHEREAS, the Property was conveyed to the City via Deed in Lieu of Paying Special Assessment Liens in accordance with the Special Assessment Lien Modification Program in December 2014; and

WHEREAS, the Property is unimproved with lot with dimensions of 45 ft. x 127 ft., is zoned NT-1 (Neighborhood Traditional), and was declared surplus real estate after appropriate City Departments were queried; and

WHEREAS, the Property is legally described as follows:

Lot 21, Block 1, DOWLING-MCNAB'S REPLAT
Parcel I.D No.: 28/31/16/22338/001/0210
Approximate Street Address: 4643 – 19th Avenue South; and

WHEREAS, on August 13, 2018, the Property was appraised and has an estimated market value of $13,600; and

WHEREAS, the contract price is $13,600, with the Buyer paying all closing costs; and

WHEREAS, the Buyer intends to construct a new single-family residence on the lot; and

WHEREAS, according to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to sell the surplus, unimproved City-owned parcel located at approximately 4643 – 19th Avenue South, St. Petersburg, as legally described above, to Roland Feiertag, Jr. for $13,600; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)

APPROVED BY:

[Signature]
Alfred Wendler, Acting Director
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: Approving a supplemental appropriation in the amount of $1,563.20 from the increase in the unappropriated balance of the Golf Course Operating Fund (4061), resulting from a donation for landscape beautification at Mangrove Bay Golf course, to the Mangrove Bay Golf Course Maintenance (6302509)
Please scroll down to view the backup material.
RESOLUTION NO. 2019 –

APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,563.20 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GOLF COURSE OPERATING FUND (4061), RESULTING FROM A DONATION FOR LANDSCAPE BEAUTIFICATION AT MANGROVE BAY GOLF COURSE, TO THE MANGROVE BAY GOLF COURSE MAINTENANCE (6302509); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an anonymous donor gave monies in the amount of $1,563.20 for landscape beautification at Mangrove Bay Golf Course; and

WHEREAS, a supplemental appropriation is necessary to purchase plants and other landscaping materials for Mangrove Bay Golf Course; and

WHEREAS, Administration recommends approval of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the increase in the unappropriated balance of the Golf Course Operating Fund (4061), resulting from a donation for landscape beautification to Mangrove Bay Golf Course, the following supplemental appropriation for FY 2019:

| Golf Course Operating Fund (4061) | Mangrove Bay Golf Course Maintenance (6302509) | $1,563.20 |

This Resolution shall take effect immediately upon its adoption.

Approvals:

[Signatures]

Legal Department
By: (City Attorney or Designee)
004185181-3-19 meeting
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 3, 2019

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

Subject: Approving a supplemental appropriation in the amount of $1,563.20 from the increase in the unappropriated balance of the Golf Courses Operating Fund (4061), resulting from a donation, to the Mangrove Bay Maintenance (6302509); and providing an effective date.

Explanation: The city received a donation in the amount of $1,563.20 for landscape beautification at Margrove Bay Golf Course. This donation was received from a resident of St. Petersburg and customer of the Mangrove Bay Golf Course who wishes to remain anonymous and desires the donation to be used for beautification of the landscaping at Mangrove Bay Golf Course.

Cost/Funding/Assessment Information: Funds to purchase landscape materials will be available after a supplemental appropriation in the amount of $1,563.20 from the increase of the unappropriated balance of the Golf Courses Operating Fund (4061) resulting from a donation to the Mangrove Bay Golf Course Maintenance (6302509).

Attachments: Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
The following page(s) contain the backup material for Agenda Item: Confirming the reappointment of regular members to the Community Planning and Preservation Commission. Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of January 3, 2019

To: Members of City Council

From: Mayor Rick Kriseman

Subject: Confirmation of Re-Appointments to the Community Planning & Preservation Commission

I respectfully request that Council confirm the following re-appointments as regular members to the Community Planning & Preservation Commission with term ending dates as shown:

<table>
<thead>
<tr>
<th>Regular Members</th>
<th>Term Ending</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Rogo</td>
<td>1/31/22</td>
<td>Re-appointment of regular member, full term</td>
</tr>
<tr>
<td>Jeffery Wolf</td>
<td>1/31/22</td>
<td>Re-appointment of regular member, full term</td>
</tr>
</tbody>
</table>

Copies of their resumes have been provided to the Council office for your information.

Attachment
cc: Elizabeth Abernethy, Planning & Development Services Director
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF REGULAR MEMBERS TO THE COMMUNITY PLANNING AND PRESERVATION COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Jeff Rogo and Jeffery Wolf as regular members to the Community Preservation Commission to serve three-year terms ending January 31, 2022.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Confirming the reappointment of Peter Ford as a regular member to the Nuisance Abatement Board to serve a three-year term ending December 31, 2021.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of January 3, 2019

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirming the reappointment of Peter Ford as a regular member to the Nuisance Abatement Board to serve a three-year term ending December 31, 2021.

I respectfully request that Council confirm the reappointment of Peter Ford as a regular member to the Nuisance Abatement Board to serve a three-year term ending December 31, 2021.

RK/cs
Attachment
cc: A. Luce, Assistant Police Legal Advisor
    E. Ledbetter, Nuisance Abatement Coordinator
A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF A REGULAR MEMBER TO THE NUISANCE ABATEMENT BOARD; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms confirm the reappointment of Peter Ford as a regular member to the Nuisance Abatement Board to serve a three-year term ending December 31, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Appointment of Chave “Steve” Aspinall to the Board of Trustees of the Police Pension Fund. Please scroll down to view the backup material.
TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: Appointment of Chave "Steve" Aspinall to the Board of Trustees of the Police Pension Fund

EXPLANATION:

Chapter 185, Florida Statutes, Section 3 of the Prior Plan, Section 22-240 of the 1970 Supplemental Police Officer’s Retirement System and Section 22-279 of the 1984 Police Officer’s Retirement System requires that the Police Pension Board be constituted in the following manner:

Two individuals who reside within the City limits appointed by City Council
Two employee-elected members
One individual chosen by a majority of the other four members

All Board members serve four year terms. Chapter 185, Florida Statutes, states that Trustees may succeed themselves. Employee-elected and City Council appointed Trustees have been selected. The Trustees have elected Chave “Steve” Aspinall to serve on the Board for a four-year term ending September 30, 2022. Mr. Aspinall previously served on the Board as an employee elected Trustee from October 1990 to July 2000 when he retired from City employment. He has been chosen by the other four members to serve as the fifth elected trustee since 2000.

Therefore, it is recommended that City Council, in its ministerial capacity, appoint Mr. Aspinall to the Board.

Attachments:

Resolution of Appointment

APPROVALS:

[Signature]
Administrative

[Signature]
Date
A RESOLUTION APPOINTING A FIFTH TRUSTEE TO THE BOARD OF TRUSTEES OF THE CITY OF ST. PETERSBURG POLICE PENSION FUND; AND PROVIDING AN EFFECTIVE DATE.

Chapter 185, Florida Statutes, Section 3 of the Prior Plan, Section 22-240 of the 1970 Supplemental Police Officer’s Retirement System and Section 22-279 of the 1984 Police Officer’s Retirement System require that the Police Pension Board ("Board") be comprised of two individuals who reside within the City limits appointed by City Council, two employee elected members and one individual chosen by a majority of the other four members; and

WHEREAS, the four trustees of the Board, two of whom were employee-elected and two of whom were appointed by City Council, elected Mr. Chave “Steve” Aspinall to continue to serve as the fifth member of the Board for a four-year term ending September 30, 2022.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council, in its ministerial capacity, appoints Chave “Steve” Aspinall to the Board for a four year term ending September 30, 2022.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Jane Wallace
Assistant City Attorney

[Date]
12-18-18
The following page(s) contain the backup material for Agenda Item: Appointment of Kenneth A. Gutierrez to the Board of Trustees of the Fire Pension Fund. Please scroll down to view the backup material.
TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: Appointment of Kenneth A. Gutierrez to the Board of Trustees of the Fire Pension Fund

EXPLANATION:

Chapter 175, Florida Statutes, Section 3 of the Prior Plan and Section 22-200 of the Supplemental Firefighter’s Retirement System require that the Fire Pension Board be constituted in the following manner:

- Two individuals who reside within the City limits appointed by City Council
- Two employee-elected members
- One individual chosen by a majority of the other four members

All Board members serve four year terms. Chapter 175, Florida Statutes, states that Trustees may succeed themselves. Employee-elected and City Council appointed Trustees have been selected. The Trustees elected Kenneth A. Gutierrez to serve on the Board for a four-year term ending September 30, 2022. Mr. Gutierrez has been chosen by the other four members to serve as the fifth elected trustee since 2014.

Therefore, it is recommended that City Council, in its ministerial capacity, appoint Mr. Gutierrez to the Board.

Attachments:

Resolution of Appointment

APPROVALS:

[Signature]
Administration

12/20/18
Date
A RESOLUTION REAPPOINTING A FIFTH TRUSTEE TO THE BOARD OF TRUSTEES OF THE CITY OF ST. PETERSBURG FIRE PENSION FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 175, Florida Statutes, Section 3 of the Prior Plan and Section 22-200 of the Supplemental Firefighter’s Retirement System require that the Board of Trustees of the City of St. Petersburg Fire Pension Fund ("Board") be comprised of two individuals who reside within the City limits appointed by City Council, two employee-elected members and one individual chosen by a majority of the other four members; and

WHEREAS, the four trustees of the Board, two of whom were employee-elected and two of whom were appointed by City Council, elected Kenneth A. Gutierrez serve as the fifth member of the Board for the four-year term ending September 30, 2022.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council, in its ministerial capacity, reappoints Kenneth A. Gutierrez as the fifth trustee to the Board of Trustees of the City of St. Petersburg Fire Pension Fund for the four-year term ending September 30, 2022.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Jane Wallace
Assistant City Attorney

12-18-18
Date
The following page(s) contain the backup material for Agenda Item: Resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.
Please scroll down to view the backup material.
St. Petersburg City Council
Consent Agenda
Meeting of January 3, 2019

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

SUBJECT: A resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: The Administration requests a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000.

The funds appropriated from the Federal Justice Forfeiture Fund (1602) in the amount of $5,000 will be used to fund Department representation during Police Week at the National Law Enforcement Officers Memorial in Washington, D.C. to memorialize fallen officers, including participation in the annual Law Enforcement United – Road to Hope.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING INFORMATION: Funds for Department participation in the annual Law Enforcement United – Road to Hope in the amount of $5,000 will be available after the approval of a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture Division (140-2858). The estimated fund balance of the Federal Justice Forfeiture Fund (1602) after this appropriation will be $71,000 and the estimated combined fund balance of all Law Enforcement Trust Funds (1601, 1602 and 1603) will be $560,000.

Attachment: Resolution
Approvals: Administration: Budget:

Page 1 of 1
Resolution No. 2019-_______

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE UNAPPROPRIATED BALANCE OF THE FEDERAL JUSTICE FORFEITURE FUND (1602) TO THE POLICE DEPARTMENT, FEDERAL JUSTICE FORFEITURE (140-2858) IN THE AMOUNT OF $5,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration has requested a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; and

WHEREAS, the funds appropriated from the Federal Justice Forfeiture Fund (1602) will be used to fund Police Department representation during Police Week at the National Law Enforcement Officers Memorial in Washington, D.C to memorialize fallen officers, including participation in the annual Law Enforcement United – Road to Hope ($5,000); and

WHEREAS, the requested appropriation is for authorized use of the Federal Justice Forfeiture Fund (1602).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the Federal Justice Forfeiture Fund (1602), the following supplemental appropriation for FY 2019:

Federal Justice Forfeiture Fund (1602)
Police Department, Federal Justice Forfeiture (140-2858) $ 5,000

; and

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

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: __________________________ Administration: __________________________

Budget: __________________________

004179938.doc v1

Page 1 of 1
The following page(s) contain the backup material for Agenda Item: Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees’ Retirement System (“Plan”).
Please scroll down to view the backup material.
TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees’ Retirement System (“Plan”)

EXPLANATION:

Sections 22-137 and 22-168 of the St. Petersburg City Code provide for an annual cost-of-living adjustment to be applied to the current pension benefits of eligible retirees and beneficiaries of the Employees’ Retirement System. Under current Code provisions, the Pension Board reviews the recommendation of the plan actuary as to the rate of increase to be granted each year and approves that recommendation, subject to approval by City Council.

The Employees’ Retirement System Pension Board annually receives a recommendation from the plan actuaries for the level of increase to be granted based on the increase in the Consumer Price Index (“CPI”), subject to a maximum adjustment equaling 2% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts. Given that the 2018 CPI reflects an inflation rate of 2.3%, the actuary recommended an increase of 2.0% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts. This recommendation was approved by the Pension Board.

The adjustment is proposed to become effective January 1, 2019 with the increase first appearing in the retirement benefit payments issued in January 2019 and will affect approximately 1,292 pension accounts. The recommended adjustment will provide an annual increase of approximately $381,636 to the eligible group.

COST/FUNDING/ASSESSMENT INFORMATION:

The cost of the adjustment is within actuarial funding projections and will not increase the current rate of City contributions to the Employees’ Retirement System.

ATTACHMENTS: (1) Resolution approving Cost-of-Living Adjustments to retirees and beneficiaries of the City Employees’ Retirement System.

APPROVALS:

Administration:

[Signature]

Date 12/18/18

Budget:

[Signature]

Date 12/26/18
A RESOLUTION AUTHORIZING THE ADJUSTMENT OF PENSION BENEFITS PAYABLE BY THE EMPLOYEES’ RETIREMENT SYSTEM AS PROVIDED BY THE CITY CODE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Code provides for an annual determination of the cost-of-living adjustment to be applied to pension benefits of the Employees’ Retirement System (“Plan”); and

WHEREAS, the Board of Trustees of the Employees’ Retirement System (“Board”) has reviewed and approved the recommendation of the plan’s actuary that said adjustment be 2.0% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council approves an annual adjustment of 2.0% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts to be applied effective January 1, 2019.

BE IT FURTHER RESOLVED that all retired accounts established prior to October 1, 2018, shall be deemed eligible for the application of said adjustment.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
City Attorney (designee)  
12-18-18  
Date
The following page(s) contain the backup material for Agenda Item: Resolution approving the agreement between the Society of St. Vincent de Paul South Pinellas, Inc. (Agency), and the City of St. Petersburg, Florida dated October 1, 2018 to provide funding for the St. Vincent de Paul CARE Center for the period of October 1, 2018 through September 30, 2019; authorizing the Mayor or his designee to execute the agreement.

Please scroll down to view the backup material.
St. Petersburg City Council

Meeting of January 3, 2019

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

SUBJECT: A resolution approving the agreement between the Society of St. Vincent de Paul South Pinellas, Inc. ("Agency"), and the City of St. Petersburg, Florida dated October 1, 2018 to provide funding for the St. Vincent de Paul CARE Center for the period of October 1, 2018 through September 30, 2019; authorizing the Mayor or his designee to execute the agreement; and providing an effective date.

EXPLANATION: The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. The Society of St. Vincent de Paul South Pinellas, Inc. ("Agency") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of $148,633 for the St. Vincent de Paul CARE Center for the period of October 1, 2018 through September 30, 2019. The St. Vincent de Paul CARE Center is a 24/7 program that includes a housing-focused night shelter and a day services program that provides case management, showers, restrooms, computers, clothing, assistance in applying for benefits, and other supportive services to assist the homeless in working towards self-sufficiency.

To effectively serve the needs of their clients, and to minimize impact on the surrounding neighborhood, the total number of people served by the CARE Center is limited to a maximum of 120 people. Guests who wish to utilize the night shelter and the Day Services Program must register and agree to the following terms:

- Completion of a VI-SPDAT assessment (Vulnerability Index/Service Prioritization Decision Assistance Tool) to determine their level of vulnerability and assess their health and social needs. The results of the VI-SPDAT are utilized by the Pinellas County Homeless Leadership Board Coordinated Entry System to determine risk, prioritization for services, and the most appropriate housing intervention.

- Work with a CARE Center Navigator on developing an individualized goal plan to achieve self-sufficiency/permanent housing. CARE Center clients meet with a staff member minimally every two weeks to review their progress in achieving housing stability and self-sufficiency. Clients must be recertified monthly for ongoing eligibility for services. To qualify for recertification, clients must demonstrate adequate progress in achieving the goals agreed to in their individualized goal plan.

For FY 2019, the City approved funding of $148,633 for the CARE Center. The $148,633 in funding for FY 2019 will be utilized by the Agency for salaries/fringe benefits and operational costs of the program.

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the St. Vincent De Paul CARE Center have been previously appropriated in the General Fund (0001), Veterans, Social and Homeless Services Department (080-2327).

ATTACHMENTS: Resolution

APPROVALS: ____________________________________________  ____________________________________________

Administrative Budget

Devis C. Fuller 12/12/18
Resolution No. 2019-

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $148,633 FOR THE SOCIETY OF ST. VINCENT DE PAUL, SOUTH PINELLAS, INC. TO OPERATE THE ST. VINCENT DE PAUL CARE CENTER FOR THE PERIOD COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY’S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Society of St. Vincent de Paul, South Pinellas, Inc. is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the St. Vincent de Paul CARE Center (“CARE Center”) is a 24/7 program that provides night shelter for up to 70 people per night, and a day services program that provides case management, rest rooms and showers, and supportive services to assist the homeless in achieving self-sufficiency; and

WHEREAS, the City has previously supported the CARE Center and desires to continue supporting the CARE Center; and

WHEREAS, funding in the amount of $148,633 for the CARE Center is available in the Fiscal Year 2019, Veterans, Social and Homeless Services Department budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul CARE Center for the period commencing October 1, 2018 and ending September 30, 2019 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City’s form grant agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

APPROVED:

[Signature]
Legal Department
04/17/28
Resolution No. 2019-_______

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $148,633 FOR THE SOCIETY OF ST. VINCENT DE PAUL, SOUTH PINELLAS, INC. TO OPERATE THE ST. VINCENT DE PAUL CARE CENTER FOR THE PERIOD COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Society of St. Vincent de Paul, South Pinellas, Inc. is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the St. Vincent de Paul CARE Center ("CARE Center") is a 24/7 program that provides night shelter for up to 70 people per night, and a day services program that provides case management, rest rooms and showers, and supportive services to assist the homeless in achieving self-sufficiency; and

WHEREAS, the City has previously supported the CARE Center and desires to continue supporting the CARE Center; and

WHEREAS, funding in the amount of $148,633 for the CARE Center is available in the Fiscal Year 2019, Veterans, Social and Homeless Services Department budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul CARE Center for the period commencing October 1, 2018 and ending September 30, 2019 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City’s form grant agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

APPROVED:

[Signature]
Legal Department
00417828
The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date. Please scroll down to view the backup material.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: The Administration requests a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000.

The funds appropriated from the Federal Justice Forfeiture Fund (1602) in the amount of $5,000 will be used to fund Department representation during Police Week at the National Law Enforcement Officers Memorial in Washington, D.C. to memorialize fallen officers, including participation in the annual Law Enforcement United – Road to Hope.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING INFORMATION: Funds for Department participation in the annual Law Enforcement United – Road to Hope in the amount of $5,000 will be available after the approval of a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture Division (140-2858). The estimated fund balance of the Federal Justice Forfeiture Fund (1602) after this appropriation will be $71,000 and the estimated combined fund balance of all Law Enforcement Trust Funds (1601, 1602 and 1603) will be $560,000.

Attachment: Resolution
Approvals:

Administration: [Signature]

Budget: [Signature]
Resolution No. 2019-_______

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE UNAPPROPRIATED BALANCE OF THE FEDERAL JUSTICE FORFEITURE FUND (1602) TO THE POLICE DEPARTMENT, FEDERAL JUSTICE FORFEITURE (140-2858) IN THE AMOUNT OF $5,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration has requested a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $5,000; and

WHEREAS, the funds appropriated from the Federal Justice Forfeiture Fund (1602) will be used to fund Police Department representation during Police Week at the National Law Enforcement Officers Memorial in Washington, D.C to memorialize fallen officers, including participation in the annual Law Enforcement United – Road to Hope ($5,000); and

WHEREAS, the requested appropriation is for authorized use of the Federal Justice Forfeiture Fund (1602).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the Federal Justice Forfeiture Fund (1602), the following supplemental appropriation for FY 2019:

Federal Justice Forfeiture Fund (1602)
Police Department, Federal Justice Forfeiture (140-2858) $ 5,000

; and

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

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: ____________________________  Administration: ____________________________

Budget: ____________________________

00417938.doc vi

Page 1 of 1
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his
designee to execute an agreement between the City of St. Petersburg, Florida, and Studio Nick
Ervinck, BVBA (“Artist”), for Artist to design, develop and install a piece of exterior art entitled
“Olnetopia” in the lawn bowl area of the City’s new St. Pete Pier™ for a total firm fixed price of
$140,000 (“Agreement”) and all other documents necessary to effectuate this transaction; exempting
and waiving the Florida Statute and City Code public construction bond requirement for the
agreement; authorizing the City Attorney to make non-substantive changes to the agreement;
approving a supplemental appropriation in the amount of $140,000 from the unappropriated balance
of the Art in Public Places fund (1901) to the Mayor’s Office, Cultural Affairs Division (020-1777);
and providing an effective date.
Please scroll down to view the backup material.
TO: The Honorable Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Studio Nick Ervinck, BVBA (“Artist”), for Artist to design, develop and install a piece of exterior art entitled “Olnetopia” in the lawn bowl area of the City’s new St. Pete Pier™ for a total firm fixed price of $140,000 (“Agreement”) and all other documents necessary to effectuate this transaction; exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement; authorizing the City Attorney to make non-substantive changes to the agreement; approving a supplemental appropriation in the amount of $140,000 from the unappropriated balance of the Art in Public Places fund (1901) to the Mayor’s Office, Cultural Affairs Division (020-1777); 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) alternatives. The Committee met on April 24, 2018 to review the finalists’ presentations of their proposals and based on the proposals presented by Nick Ervinck, the Committee selected Mr. Ervinck to fully design, fabricate and install a piece of art entitled Olnetopia in the center of the lawn bowl area in the pier head section of 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, fabricate and install Olnetopia in the center of the lawn bowl area in the pier head section of the New St. Petersburg Pier™.

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 supplemental appropriation in the amount of $140,000 from the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs division (020.1777) to provide for the design, develop and install a piece of exterior art entitled “Olnetopia” in the lawn bowl area of the City’s new St. Pete Pier™.
ATTACHMENTS:
(1) Sculpture Design Rendering
(2) Resolution
(3) Artist Agreement

APPROVALS:

[Signatures]

Administration: ____________________  Budget: ____________________
The sculpture was first sculpted in foam. For this piece, a model is then made with a silicone mold; a wax model is then extracted from that mold. The wax model will be created in bronze with a patina finish. The model is provided with an internal reinforcing structure.

This organic form is linked to hollowed rocks and the wild waters, often used in oriental horticultural art. The structure results in a spontaneous, natural erosion process. My work is inspired by macro photographic images of splashing water, and thus sculpturally interprets the encounter between nature and technology. I try to catch the sublime dynamics lurking behind a serene surface. How natural erosion processes generate irregular, complex structures (e.g. the erosion of rocks by seawater) has always fascinated me. Though inspired by natural dynamics, this sculpture is generated by the power of the virtual. I strive towards a balance in the final image between structure and complexity, figuration and abstraction, fancy and symmetry.

As the viewer moves around the sculpture, he sees how everything becomes wider and narrower. The sculpture represents the dynamic power of life and provides a warm welcome to the St. Pete Pier™. The site provides space for reflection and innovation. The gardens and the sculpture make it possible for the visitors to dream of this parallel universe. This sculpture can be seen as an animation in which organic forms, grow from the sculpture and mutate as an environmental matter. It is a sculpture that is openly in dialogue with the environment (the sea), and asks for a new look every time.
Resolution No. 2019-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND STUDIO NICK ERVINCK, BVBA ("ARTIST"). FOR ARTIST TO DESIGN, DEVELOP AND INSTALL A PIECE OF EXTERIOR ART ENTITLED "OLNETOPIA" IN THE LAWN BOWL AREA OF THE CITY’S NEW ST. PETE PIER™ FOR A TOTAL FIRM FIXED PRICE OF $140,000 ("AGREEMENT") AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; EXEMPTING AND WAIVING THE FLORIDA STATUTE AND CITY CODE PUBLIC CONSTRUCTION BOND REQUIREMENT FOR THE AGREEMENT; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $140,000 FROM THE UNAPPROPRIATED BALANCE OF THE ART IN PUBLIC PLACES FUND (1901) TO THE MAYOR’S OFFICE, CULTURAL AFFAIRS DIVISION (020-1777); 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 are given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the new 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, after having narrowed down the potential artists to six finalists, 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 Nick Ervinck of Studio Nick Ervinck, BVBA ("Artist"), one of the finalists, the Committee selected Artist to fully design, develop and install a piece of exterior art entitled "Olnetopia" in the lawn bowl area of the new St. Pete Pier™; and

WHEREAS, on May 1, 2018, the Public Arts Commission approved the Committee's selection and recommended that City Council approve an agreement for Artist to fully design, develop, and install Olnetopia at the new St. Pete Pier™ ("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 for this Agreement; and

WHEREAS, Administration, in conjunction with the Public Arts Commission, recommends approval 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 between the City of St. Petersburg, Florida, and Studio Nick Ervinck, BVBA ("Artist"), for Artist to design, develop and install a piece of exterior art entitled "Olnetopia" in the lawn bowl area of the City's new St. Pete Pier™ for a total firm fixed price of $140,000 ("Agreement") and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that Artist is exempted from executing a public construction bond for the prosecution and completion of a public work pursuant to Florida Statute 255.05.
BE IT FURTHER RESOLVED that the requirement under City Code Section 2-254(a) that the Artist obtain a public construction bond is waived pursuant to City Code Section 2-259.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the Agreement.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Art in Public Places Fund (1901), the following supplemental appropriation for FY 2019:

Art in Public Places Fund (1901)
Mayor’s Office, Cultural Affairs Division (020-1777) $140,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

Administration

City Attorney (Designee)

Budget

00416767
ARTIST AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of ____________, 2019 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and Studio Nick Ervinck, BVBA ("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 created, 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 Olnetopia which is created, designed, built, and installed by the Artist under this Agreement.

1.2 Site – The Site for Olnetopia is in the center of the lawn bowl area in the pier head section of the St. Pete Pier™ with the exact location to be designated by the City at the time of installation.

ARTICLE 2. SCOPE OF SERVICES

2.1 Artwork Described. Artist shall complete the design, development, fabrication, delivery and installation of the Artwork. The Artwork is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement.

2.2 Independent Contractor. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.3 Artist Responsibilities. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation of the Artwork and 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 (excluding the patina finish) for a period of not less than five (5) years after the City’s Final Acceptance (as hereinafter defined). The City understands that the patina finish on the Artwork may change color over time.

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”).

J. If access to the Site is required prior to the completion of the City’s 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 site 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.
2.5. **Ownership of Documents.** Upon completion of the Artwork all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

**ARTICLE 3. COMPENSATION**

3.1. **Firm Fixed Price.** City shall pay Artist a firm fixed price of one hundred forty thousand United States dollars (USD) ($140,000) ("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. **Federal Taxes.** Artist represents and warrants that Artist is entitled to an exemption from withholding of federal income taxes pursuant to the Convention between the Government of the United States of America and the Government of the Kingdom of Belgium dated November 27, 2006 (“Treaty”), and that Artist has completed and submitted to the City a true, accurate, and complete Form W-8BEN-E to document Artist’s eligibility under the Treaty for the exemption. In the event that, for any reason, it is determined by the applicable governmental authority with jurisdiction over the assessment, determination, collection, or imposition of any federal taxes (“Taxing Authority”) that Artist was not eligible for the claimed exemption from withholding of federal income taxes, Artist shall pay to the City all amounts imposed or claimed against the City by the Taxing Authority.

3.3. **Method and Schedule of Payment.** The Firm Fixed Price shall be paid in the following installments, each installment to represent full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid upon receipt of the certifications and documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.

   A. Artist shall invoice the City for twenty-eight thousand USD ($28,000) of the Fixed Firm Price within thirty (30) days after the Effective Date, and the City shall pay such invoice within thirty (30) days after receipt (provided Artist is in compliance with the terms and conditions of this Agreement). This amount is intended to cover commencement and completion of the design phase.

   B. Artist shall invoice the City for fifty-six thousand USD ($56,000) of the Firm Fixed Price to cover materials and start of fabrication, and the City shall pay such invoice within thirty (30) days after receipt, provided the Artist has provided evidence of completion of final design.

   C. Artist shall invoice the City for twenty-eight thousand USD ($28,000) of the Firm Fixed Price to finalize production, and the City shall pay such invoice within thirty (30) days after receipt.
D. Artist shall invoice the City for fourteen thousand USD ($14,000) of the Firm Fixed Price to cover transportation and installation, and the City shall pay such invoice within thirty (30) days after receipt.

E. The City shall pay Artist the remaining fourteen thousand USD ($14,000) of the Firm Fixed Price after completion and approval 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 of the Artwork pursuant to this Agreement.

3.4. **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 will appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.5. **Travel and Other Expenses.** Travel and other expenses shall not be reimbursed except as provided in this Agreement. Artist’s sole compensation shall be the Firm Fixed Price as described in this Article 3.

**ARTICLE 4. TIME OF PERFORMANCE**

4.1. **Time of Performance Described.** All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall complete and install the Artwork and submit all required documentation to the City no later than August 1, 2019.
4.2. **Extensions by City.** The City may grant Artist a reasonable extension of time in the event there is a delay on the City’s part in performing obligations under this Agreement or if conditions beyond Artist’s control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes “beyond Artist’s control.” Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.

4.3. **Special Extensions.** The City’s Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.

4.4. **Failure to Fulfill Obligations.** Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. **Presentations of Artwork While in Progress.** During the performance of this Agreement, Artist specifically grants to the City the right, at the City’s discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. **Acceptance of Artwork upon Completion.** The Artist shall provide the City with written notice of completion after the Artist completes 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 for Artist 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 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 after 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 by this Agreement. In the event Artist records Artist’s identity and address with the Copyright Office, Artist shall notify the City in writing of such recordation.

7.4. **VARA Waiver.** Nick Ervinck hereby waives, disclaims and terminates any rights he may have to prevent any intentional or accidental distortion, damage, destruction, or mutilation
of the Artwork, which would be prejudicial to his 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). This waiver 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. Notwithstanding the foregoing, Nick Ervinck may, through written notice to the City, request the City not use his name as the author of the Artwork.

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 two-dimensional 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 or Nick Ervinck requests the City to stop using Nick Ervinck’s or 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 or intentional act 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, 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 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 therefor 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 Nick Ervinck’s lifetime, to the extent practical, the City shall give Artist (i.e., Studio Nick Ervinck, BVBA) 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 and timeline for such services. If no agreement is reached as to Artist’s fee or timeline 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. **Relocation or Storage.** To the extent practical, during Nick Ervinck’s lifetime, the City shall notify Artist (i.e., Studio Nick Ervinck, BVBA) 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 Artist.

B. Disposition, Destruction, Sale, or Donation. To the extent practical, during Nick Ervinck’s lifetime, the City shall give Artist (i.e., Studio Nick Ervinck, BVBA) reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to Artist at Artist’s expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. In the event the City elects to sell the Artwork during Nick Ervinck’s lifetime, the Artist will be entitled to 2% of the resale price the City obtains from the sale.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. *Default Defined.* Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. *Termination.* In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated.

11.3. *Termination for Convenience.* This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

ARTICLE 12. NOTICE TO PARTIES

12.1. *Notice of Documents.* All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at
the address listed below, or upon the actual date of delivery if hand delivered to the address below:

TO CITY:  
City of St. Petersburg  
Attention: Lynn Goodwin  
P.O. Box 2842  
St. Petersburg, FL 33731

TO ARTIST:  
Studio Nick Ervinck, BVBA  
Kortemarkstraat 67  
8810 Lichtervelde  
Belgium  
Attn: Nick Ervinck

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. **Choice of Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Florida, not including its conflicts of laws rules but including its statutes of limitations, regardless of the legal theory upon which such matter or dispute is asserted.

13.7. **Choice of Language.** The parties hereto acknowledge and agree that the text of this Agreement, including any and all exhibits attached hereto, has been written in English. Additionally, all notices and other documents required under this Agreement shall be provided by one party hereunder to the other party in the English language. The Parties shall bear their own expenses for having text or other communications translated into English.

13.8. **Choice of Forum.** The Parties hereby agree that any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13.9. **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.

13.10. **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.

13.11. **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.
13.12. **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.

13.13. **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 this Agreement for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Print: ____________________________
Title: ____________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

_________________________
City Clerk (or designee)
(SEAL)

STUDIO NICK ERVINCK, BVBA:

Sign: ____________________________
Print: ____________________________
Address: _________________________

WITNESSES

AS TO ARTIST:

Sign: ____________________________
Print: ____________________________

NICK ERVINCK:

(AS TO SECTION 7.4)

Sign: ____________________________
Print: ____________________________
Address: _________________________

WITNESSES

AS TO NICK ERVINCK:

Sign: ____________________________
Print: ____________________________

APPROVED AS TO FORM AND CONTENT:

_________________________
City Attorney (designee)
document # - 00416750

ATTACHMENTS:
Exhibit A – Final Design and Description of Artwork
Exhibit B - Release of any person working on the Site or the Artwork
Composite Exhibit C - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation and Copyright Agreement and Assignment
Exhibit A
Final Design and Description of Artwork

The sculpture was first sculpted in foam. For this piece, a model is then made with a silicone mold; a wax model is then extracted from that mold. The wax model will be created in bronze with a patina finish. The model is provided with an internal reinforcing structure.

This organic form is linked to hollowed rocks and the wild waters, often used in oriental horticultural art. The structure results in a spontaneous, natural erosion process. I inspired my work at macro photographic images of splashing water, and thus sculpturally interprets the encounter between nature and technology. I try to catch this sublime dynamics lurking behind a serene surface. How natural erosion processes generate irregular, complex structures (e.g. the erosion of rocks by seawater) has always fascinated me. Though inspired by natural dynamics, this sculpture is generated by the power of the virtual. I strive towards a balance in the final image between structure and complexity, figuration and abstraction, fancy and symmetry.

As the viewer moves around the sculpture, he sees how everything becomes wider and narrower. The sculpture represents the dynamic power of life and provides a warm welcome to the St. Pete Pier™. The site provides space for reflection and innovation. The gardens and the sculpture make it possible for the visitors to dream of this parallel universe. This sculpture can be seen as an animation in which organic forms, grow from the sculpture and mutate as an environmental matter. It is a sculpture that is openly in dialogue with the environment (the sea), and asks for a new look every time. As a result, it will definitely not leave anyone untouched. The game with sculptural shapes brings about a kind of embrace and security.
THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this ___ day _____________, 2019, by Studio Nick Ervinck, BVBA, its heirs, successors and assigns (collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of Studio Nick Ervinck, BVBA ("Artist"), the City has agreed to purchase a work of art (herein “Artwork”) and Worker has agreed with Artist to help implement the Artwork by providing labor or other services.

WHEREAS, pursuant to the artist agreement between the Artist and the City dated _________________, 2019 (“Artist Agreement”), Worker must execute this Agreement in favor of the City prior to working on the Artwork or Site (as defined in the Artist Agreement) in order to protect the Releasees (as defined herein) from certain liabilities.

NOW, THEREFORE, in order to induce the City to fund the Artwork and allow Worker to work for Artist on the Artwork or Site and as consideration therefore, the Worker agrees as follows:

1. Worker hereby releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees, servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred to as "Releasees"), from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to attorney’s fees and costs, on account of injury to the person or property or resulting in death of the undersigned, whether arising out of or caused by the negligence of any or all of the Releasees, or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, City property, the Site or any thoroughfare while the undersigned is participating in any phase of the Artwork.

2. Worker agrees to indemnify and hold and save the Releasees harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of or in connection with the implementation of the Artwork or occasioned by an act or omission, neglect, or wrongdoing of the Worker.

3. Worker will, at Worker's own cost and expense, defend and protect the Releasees against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the implementation of the Artwork.

4. The undersigned expressly agrees personally that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
WORKER

Sign:_______________________________
Print:_______________________________
Address:____________________________

STATE OF ______________  )
COUNTY OF ___________  )

The foregoing instrument was acknowledged before me this ____ day of ___________,
201__, by _____________________, who is personally known to me or who has produced
______________________________ as identification, and who did take an oath.

NOTARY PUBLIC

Sign ______________________________________
Print ______________________________________
My Commission No.:
COMPOSITE EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Studio Nick Ervinck, BVBA, for and in consideration of the sum of one hundred forty thousand United States dollars ($140,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of bronze with a patina finish installed at the center of the lawn bowl area in the pier head section of the St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nick Ervinck, has hereunto set his/her hand and seal this ____ day of __________, 20__. 

________________________
Address: ____________________________________

________________________
STATE OF _____________    )

________________________
COUNTY OF _____________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 201__, by ______________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign________________________
Print________________________
State of ______________________
My Commission No.: _____________
My Commission expires: _____________
WARRANTY

Studio Nick Ervinck, BVBA ("Artist"), hereby warrants the work of art consisting of bronze with a patina finish installed at the center of the lawn bowl area in the pier head section of the St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nick Ervinck has hereunto set his/her hand and seal this ___ day of _______, 201__.

____________________________
Address:__________________________________

____________________________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ___ day of _______, 201__, by ____________, who is personally known to me or who has produced __________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________________
Print______________________________________
State of __________________________________
My Commission No.:________________________
My Commission expires:______________________
CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA         )
COUNTY OF PINELLAS   )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _______________________, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of _____________, 20__, between Studio Nick Ervinck, BVBA and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of bronze with a patina finish installed at the center of the lawn bowl area in the pier head section of the St. Pete Pier™, for a total price of one hundred forty thousand United States dollars ($140,000) to be paid to Studio Nick Ervinck, BVBA and that said installation is now completed and finished.

That Studio Nick Ervinck, BVBA has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of one hundred forty thousand United States dollars ($140,000) to in full satisfaction and discharge of said agreement.

_________________________
Sign:____________________________________
Address:_________________________________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of ___________, 20__, by ____________, who is personally known to me or who has produced _____________________ as identification and who did take an oath.

NOTARY PUBLIC:

_________________________
Sign____________________________________
Print____________________________________
State of __________________________________
My Commission No.:_______________________
My Commission expires:____________________
AFFIDAVIT OF NO LIENS

STATE OF _____________    )
COUNTY OF ___________    )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ______________________, who after being first duly sworn by me on oath deposes and says:

1. ______________________ is the owner of a work of art consisting of bronze with a patina finish installed at the center of the lawn bowl area in the pier head section of the St. Pete Pier™.

2. There are no liens, claims or other encumbrances on the work of art and Studio Nick Ervinck, BVBA is the sole owner and creator of said work of art.

3. Studio Nick Ervinck, BVBA has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of one hundred forty thousand United States dollars ($140,000).

______________________________
______________________________
Address:______________________________

______________________________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 201__, by ______________________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________________
Print______________________________________
State of ____________________________________
My Commission No.:__________________________
My Commission expires:______________________
APPROVAL AND ACCEPTANCE OF ARTWORK
“Olnetopia”

Studio Nick Ervinck ("Artist") has completed the work of art consisting of bronze with a patina finish ("Artwork") installed at the center of the lawn bowl area in the pier head section of the St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated ____________, 20__, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE:____________________________________

CITY OF ST. PETERSBURG, FLORIDA

BY:______________________________________

Print: _____________________________________
Address:  P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION
AND INSTALLATION
“Olnetopia”

Artist: Studio Nick Ervinck, BVBA
Artwork: Olnetopia
Location: Center of the lawn bowl area in the pier head section of the St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on ____________, 20__, by and between Studio Nick Ervinck, BVBA and the City of St. Petersburg, Florida.

Date:______________________________________

_______________________
______________________________
_________________________
COPYRIGHT AGREEMENT AND ASSIGNMENT

______________________________, for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of bronze with a patina finish installed at the center of the lawn bowl area in the pier head section of the St. Pete Pier™, which work of art (“Artwork”) is owned by Studio Nick Ervinck, BVBA, hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Studio Nick Ervinck, BVBA further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Studio Nick Ervinck, BVBA holds to the City of St. Petersburg, Florida.

Studio Nick Ervinck, BVBA further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

______________________________

Address: ________________________________

______________________________________

STATE OF _____________    )

COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 20__, by ______________________________, who is personally known to me or who has produced ______________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ________________________________

Print ________________________________

State of ________________________________

My Commission No.: ________________________________

My Commission expires: ________________________________