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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

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

1. Private-initiated ordinance amending the Future Land Use Map designation of an 0.688-acre subject property located at 1801 62nd Avenue North from I (Institutional) to R/U (Residential Urban). There are no Official Zoning Map changes proposed. (City File FLUM-53) [Quasi-Judicial]

   (a) Resolution transmitting a proposed amendment to the City of St. Petersburg Local Government Comprehensive Plan.

2. Ordinance amending Section 12-6 of the St. Petersburg City Code relating to fees charged for Planning and Development Services.
E. Public Hearings and Quasi-Judicial Proceedings - 9:00 A.M.

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.

1. Appeal of Development Review Commission (DRC) approval of a Site Plan to construct a 21-story mixed use building with 10,890 square feet of commercial space and 270-dwelling units, with requests for floor ratio bonuses at the southeast corner of 5th St. N. and 3rd Ave N. (233 5th Street North, 249 5th Street North, 420 3rd Avenue North, 442 3rd Avenue North, and 430 3rd Avenue North). (City File 18-3100016 Appeal).

F. Reports

1. St. Petersburg Police Quarterly Report

2. Approving a job order to Gibraltar Construction Company, Inc. to replace Span 4 of the 40th Ave NE Bridge (Bridge No 157154). Work is being coordinated by City Engineering & Capital Improvements, at a total contract amount of $468,320.37 (ECID Project No. 18032-110; Oracle No. 16722)
3. Approving the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for fiscal year 2019; authorizing the Mayor or his designee to execute the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement; and providing an effective date. [MOVED TO CONSENT AGENDA “B” AS ITEM CB-13]

4. Solar United Neighbors (SUN) 2018 Solar Co-op Results to Date and Outlook & Solar & Energy Loan Fund (SELF) 2018 Report and Outlook

5. Tampa Bay Water Report

6. Pier Report

   (a) Approving the First Amendment to the Lease Agreement between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. ("Lessee") dated May 24, 2018 to (i) extend the term of the lease to ten years in accordance with City Charter sub-sub-subsection 1.02(c)(4)(b); (ii) revise the parties' obligations during the pre-opening period; (iii) add general conditions for naming of the premises or portions thereof; (iv) reflect Council's approval for "Tampa Bay Watch Discovery Center presented by the Milkey Family Foundation" as the name of the premises in accordance with City Code subsection 2-512(1), (v) increase the number of parking spaces available for use by Lessee, and (vi) add a paragraph that provides for a future discussion to identify a location for Lessee's equipment (Requires Affirmative vote of at least six (6) members of City Council.)

   (b) Accepting Addendum No. 1 in an amount not to exceed $711,371 submitted by Skanska USA Building, Inc. (Skanska) to the Guaranteed Maximum Price (GMP) proposal dated November 17, 2017 for construction of the Tampa Bay Watch Discovery Center tenant improvements; accepting Addendum No. 2 in the amount of $400,000 submitted by Skanska to the GMP proposal dated November 17, 2017 to increase the owners contingency; providing that the total GMP for the Pier Project shall not exceed $39,632,058; authorizing the Mayor or his designee to execute the Fifth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 1 and Addendum No. 2 to the GMP proposal into such agreement, as amended, and further revise the project schedule; authorizing the City Attorneys office to make non-substantive changes to the Fifth Amendment; approving a supplemental appropriation in the amount of $561,731 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from additional revenues received from Tampa Bay Watch pursuant to its lease dated May 24, 2018, as amended, for the construction of the tenant improvements to the Pier Visioning Project (11988); approving a transfer in the amount of $400,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Owners contingency; authorizing a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Visioning Project (11988); and providing an effective date.

   (c) Approving the First Amendment to the Artist Agreement between the City of St. Petersburg, Florida (City) and Janet Echelman, Inc. (JEI) to extend the deadlines for JEI to commence and complete fabrication and delivery of the artwork and to modify
the payment schedule; authorizing the Mayor or his designee to execute the First Amendment; approving a transfer in the amount of $275,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayors Office Department, Office of Cultural Affairs (020-1777); approving a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Arts in Public Places Fund (1901), to the Mayors Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for fees and costs to order materials necessary for fabrication; and providing an effective date.

7. **Sewer Report**

   (d) Approving a job order to Caladesi Construction Company for the replacement of an above-ground generator fuel oil tank at the Northeast Water Reclamation Facility, at a contract amount of $181,417.48.

   (e) Authorizing the Mayor or his designee to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District for the St. Petersburg Satellite Based Potable Water Leak Detection Project for a total cost of $120,000.

   (f) Approving an increase in allocation for laboratory supplies, equipment repairs and chemicals with Hach Company for the Water Resources Department, in the amount of $100,000, for a total contract amount of $385,000.

8. **Waiving St. Petersburg City Code Section 2-244 and approving the Agreement between St. Petersburg Historical Society, Inc. (Agency) and the City of St. Petersburg, Florida (City) for the City to provide funding for the Agency to construct capital improvements at the St. Petersburg Museum of History.**

9. **Approving agreements between the city of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (Artist), for Artist to design, fabricate, and install a piece of art entitled Myth (Red Pelican) in the center of the entryway plaza area of the St. Pete Pier, for a firm fixed price of $150,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Myth (Red Pelican); rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $140,000 from the Pier Approach Project (15377); approving a transfer in the amount of $140,000 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $150,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the transfer above, to the Mayors Office, Cultural Affairs Division (020-1777); authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date.**

G. **New Business**

1. **Requesting a continued discussion regarding Summer at City Hall to include the application and admission process as referred from the Youth and Family Services Committee. (Councilmember Kornell)**
2. Requesting the Health, Energy, Resiliency, and Sustainability Committee consider the addition of building codes that would require mobile homes be elevated by two feet above base flood elevation to increase the resiliency and sustainability of new or substantially renovated mobile homes in coastal high hazard areas as identified by FEMA. (Councilmember Gabbard)

3. Referring to an upcoming Committee of the Whole (possibly February 28, 2019) for Administration to provide an update on the Tropicana Field Site. (Vice-Chair Montanari)

4. Requesting a presentation on the proposed amendments to the sign code at the March 14th Public Services and Infrastructure Committee meeting. (Councilmember Kornell)

5. Referring to the Public Services and Infrastructure Committee a discussion of Animal Control services and how we can have better response in the City of St. Petersburg. (Councilmember Kornell)

6. Requesting that an ordinance to name the Sanitation Administrative Building after Benjamin F. Shirley, Sr., pursuant to City Code section 2-512, be brought to the Public Services and Infrastructure Committee meeting on February 28, 2019. (Councilmember Kornell)

7. Requesting City Council approval of a resolution urging the Pinellas County Commission to amend the current code 14-31 titled Unlawful Restraint of Dogs and Cats to extend protections to animals kept in pens, as well as further limiting the amount of time that dogs and cats can be confined outside to two (2) to four (4) hours in a 24 hour period and not between nighttime hours or during inclement weather. (Councilmember Rice)

8. Requesting an ordinance from staff renaming that portion of 37th Street South from 38th Avenue South to 54th Avenue South which lies within the Skyway Marina District to Skyway Marina Boulevard. (Councilmember Wheeler-Bowman)

H. Council Committee Reports

1. Committee of the Whole: Council Budget Priorities (1/17/19) [DELETED]

2. Youth & Family Services Committee (1/17/19)

3. Budget, Finance & Taxation Committee (1/24/19)

   (a) Accepting the proposal and approving the award of an agreement to Strategic Planning Group, Inc. to conduct and provide a completed Nexus Study for Affordable Housing for a total amount not to exceed $40,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

4. Public Services & Infrastructure Committee (1/24/19)

5. Health, Energy, Resiliency and Sustainability Committee (1/24/19)

6. Legislative Affairs & Intergovernmental Relations Committee (1/31/19)

7. Committee of the Whole: Storefront Conservation Corridor Plan, St. Petersburg Housing Authority (1/31/19)

8. Committee of the Whole: Coastal High Hazard Areas (1/24/19)
I. Legal

J. Open Forum

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

(Procurement)
1. A resolution accepting three proposals and approving the award of a one-year agreement with three one-year renewal options to UnitedHealthcare Insurance Company to provide (i) administrative services for the medical portion of the City's group health program, (ii) pharmacy benefit management services for the prescription drug portion of the City's group health program, and (iii) health reimbursement account services, at an estimated annual cost not to exceed $1,875,674; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

2. Approving an increase in allocation to a three-year blanket purchase agreement with Air Mechanical & Services Corp., for HVAC Maintenance & Repair Services, in the amount of $1,150,000, for a total contract amount of $2,986,900.

3. Approving a three-year blanket purchase agreement with Camo Farms, Inc. for yard waste grinding services with operator for the Sanitation Department, at a total contract amount of $2,500,000.

4. Approving the renewal of blanket purchase agreements with Everingham Electric, Inc. and Riley Electric Co. for City-owned street lighting, for the Engineering and Capital Improvements Department, in the amount of $100,000, for a total contract amount not to exceed $1,014,100.

(City Development)
5. Waiving St. Petersburg City Code Section 2-244 and approving the Agreement between St. Petersburg Historical Society, Inc. (Agency) and the City of St. Petersburg, Florida (City) for the City to provide funding for the Agency to construct capital improvements at the St. Petersburg Museum of History. [MOVED TO REPORTS AS ITEM F-8]

(Leisure Services)

(Public Works)
6. Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding on a reimbursement basis in an amount up to $1,175,000 for the 7th Street Sustainable Complete Streets Improvements Project (ECID Project No. 18063-110, Oracle No. 16710) and all other documents necessary to effectuate this transaction; superseding Resolution No. 2018-603; and providing an effective date.

(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 job order to J.O. Delotto and Son’s Inc. for construction services to upgrade HVAC systems at the St. Petersburg Sanitation Operations office building, at the Joseph E. Savage Sanitation Complex. Work is being coordinated by the Engineering & Capital Improvements Department for the Sanitation Department, at a total contract amount of $257,114.19; Approving a supplemental appropriation in the amount $20,000 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Administration Department (4502237) for other project costs such as engineering services and other soft costs; and providing an effective date. (Engineering Project No. 17231-024; Oracle No. 16077).

2. Approving the renewal of blanket purchase agreements with SRT Supply Inc., Galls LLC, Signal 15, Inc., Chief Supply Corp, and Dana Safety Supply Inc., for protective body armor for the Police Department, at an estimated annual amount of $100,000, for a total contract amount of $225,000.

3. Accepting a proposal from Frontier Communications of America, Inc., a sole source supplier, for metro ethernet services for the Water Resources Department, for a two-year contract amount of $160,000.

(City Development)

4. Approving the plat of 334 St Pete, generally located between 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South; setting forth conditions for approval; and providing an effective date. (City File 17-20000008)

(Leisure Services)

5. Authorizing the Mayor or his designee to accept an Assistance Funding Purchase Order ("Order") from the Florida Fish and Wildlife Conservation Commission ("FFWCC") Gopher Tortoise Habitat Management Program for a Gopher Tortoise Habitat Management Plan Phase VII Project at Boyd Hill Nature Preserve at a maximum reimbursement amount of $15,000; and to execute all other documents necessary to effectuate the Order; approving a supplemental appropriation in the amount of $15,000 from the increase in the unappropriated balance of the General Fund (0001 ), resulting from these additional revenues, to the Parks & Recreation Boyd Hill Nature Trail (1902389) Gopher Tortoise Habitat Management Plan Phase VII Project (TBD); and providing an effective date.
6. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-01-ARC ("Task Order"), as revised, to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. (A/E), dated December 23, 2015, for A/E to provide additional design, bidding, and construction administration services related to the fire protection engineering design services for a fire sprinkler system for the Cue House in an amount not to exceed $6,380; providing that the total Task Order, as revised and amended, shall not exceed $68,580; (ECID Project No. 11201-117 and Oracle No. 12868); and providing an effective date.

(Appointments)

7. Confirming the reappointment of Ms. Deborah Figgs-Sanders and Dr. Jason Shedrick to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area.

8. Confirming the appointment of Virginia Littrell, and Sally Everett as regular members to the Arts Advisory Committee to serve an unexpired three-year term ending September 30, 2021. Confirming the reappointment of Michele Tuegel, Sherry Powell, Jennifer Lovelady, Judith Powers, Andrew Schlauch, Sterling Powell, and Ashley Burke as regular members to the Arts Advisory Committee to serve a three-year term ending September 30, 2021.

9. Confirming the appointment of Stephanie Lawler-Ellington and Lucinda Johnston as regular members to the City Beautiful Commission to serve a three-year term ending December 31, 2021.

(Miscellaneous)

10. Approving agreements between the city of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (Artist), for Artist to design, fabricate, and install a piece of art entitled Myth (Red Pelican) in the center of the entryway plaza area of the St. Pete Pier, for a firm fixed price of $150,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Myth (Red Pelican); rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $140,000 from the Pier Approach Project (15377); approving a transfer in the amount of $140,000 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $150,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the transfer above, to the Mayors Office, Cultural Affairs Division (020-1777); authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date. [MOVED TO REPORTS AS ITEM F-9]

11. Approving the minutes of the November 1, November 15, and November 29 City Council meetings.

12. Approving the minutes of the December 3 and December 13 City Council meeting.

13. Approving the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for fiscal year 2019; authorizing the Mayor or his
designee to execute the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement; and providing an effective date.

14. Authorizing the Mayor or his designee to execute the In-Building Agreement with Verizon Wireless for Verizon Wireless to install, operate and maintain equipment in the new Police Headquarters at no costs to the City.
Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

**CRA / Agenda Review**  
Thursday, January 31, 2019, 11:30 a.m., Room 100

**Legislative Affairs & Intergovernmental Relations Committee**  
Thursday, January 31, 2019, 1:00 p.m., Room 100

**Committee of the Whole: Storefront Conservation Corridor Plan, St. Petersburg Housing Authority**

**Budget, Finance & Taxation Committee**  
Thursday, February 14, 2019, 8:00 a.m., Room 100

**Public Services & Infrastructure Committee**  
Thursday, February 14, 2019, 9:25 a.m., Room 100

**Health, Energy, Resiliency & Sustainability Committee**  
Thursday, February 14, 2019, 10:50 a.m., Room 100

**CRA/Agenda Review**  
Thursday, February 14, 2019, 1:30 p.m., Room 100

**City Council Meeting**  
Thursday, February 14, 2019, 3:00 p.m., Council Chamber

**Co-Sponsored Events Committee**  
Thursday, February 21, 2019, 1:30 p.m., Room 100

**City Council Meeting**  
Thursday, February 21, 2019, 3:00 p.m., Council Chamber
City Beautiful Commission
  4 Regular Members
  ((Term expires 6/30/20))

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

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

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

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

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

3. Reading of the Title of the Ordinance(s).

4. 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.

5. 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.

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

7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponent(s).
   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: Private-initiated ordinance amending the Future Land Use Map designation of an 0.688-acre subject property located at 1801 62nd Avenue North from I (Institutional) to R/U (Residential Urban). There are no Official Zoning Map changes proposed. (City File FLUM-53) [Quasi-Judicial]
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 7, 2019

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

SUBJECT: City File: FLUM-53: A private application requesting to amend the Future Land Use Map designation for a 0.688-acre portion of a parcel owned by Hope Lutheran Church of St. Petersburg, generally located at 1801 62nd Ave N.

REQUEST: ORDINANCE ______-L, amending the Future Land Use Map designation from Institutional (I) to Residential Urban (RU).

A detailed analysis of the 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 January 8, 2019, the CPPC held a public hearing regarding this matter and voted 7 to 0 to recommend APPROVAL.

Recommended City Council Action:
1) CONDUCT the first reading of the attached proposed ordinance; AND
3) SET the second reading and adoption public hearing for February 21, 2019.

Attachments: Ordinance, draft CPPC Minutes and Staff Report.
ORDINANCE NO. ___-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION FOR A PORTION OF PROPERTY GENERALLY BOUNDED ON THREE SIDES BY 18TH WAY N (WEST), 64TH AVE N (NORTH), 18TH ST N (EAST), FROM INSTITUTIONAL (I) TO RESIDENTIAL URBAN (RU); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the proposed amendment to the Countywide Future Land Use Map which has been initiated by the City; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

The following property currently designated as Residential Urban (RU), and as shown on “Attachment A”:

Begin at the Northwest corner of Lot 1, Block 1, MEADOW LAWN SEVENTEENTH ADDITION, as recorded in Plat Book 76, Page 73, of the Public Records of Pinellas County, Florida; thence run S 89°44'27" E, 150.00 feet along the South right-of-way of 64th Avenue North; thence along the Arc of a Curve to the right, having a Radius of 25.05 feet, Arc of 39.29 feet, Chord of 35.39 feet and Chord Bearing S 44°48'12" E; thence S 00°08'13" W, 167.37 feet along the West right-of-way of 18th Street North; thence N 89°44'27" W, 200.58 feet; thence along a Curve to the Left, having a Radius of 85.00 feet, Arc of 9.92 feet, Chord of 9.91 feet, Chord Bearing N 03°28'43" E along the East right-of-way of 18th Way North; thence N 00°08'13" E, 157.47 feet along said East right-of-way; thence along a Curve to the right, having a Radius of 24.95 feet, Arc of 39.24 feet, Chord of 35.32 feet and Chord Bearing N 45°11’53” E to the Point of Beginning.
Land Use Category

From: INSTITUTIONAL (I)
To: RESIDENTIAL URBAN (RU)

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

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as set forth above.

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-53
(Land Use)

1-22-19

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

12/19/19

ASSISTANT CITY ATTORNEY

12/19/19
RESOLUTION NO. 2019-____

A RESOLUTION TRANSMITTING A
PROPOSED AMENDMENT TO THE CITY OF
ST. PETERSBURG LOCAL GOVERNMENT
COMPREHENSIVE PLAN; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council has held the requisite public hearing in consideration of a request to amend the Local Government Comprehensive Plan; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg Comprehensive Plan amendment, and determined it to be consistent with the Countywide Plan.

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

That the City Council of St. Petersburg does hereby transmit the proposed amendment to the Local Government Comprehensive Plan to the Pinellas Planning Council (PPC) for a consistency review with the Countywide Plan.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:  
City File FLUM-53

Signed:  
PLANNING & DEVELOPMENT SERVICES DEPARTMENT  
DATE 1-24-19

Signed:  
ASSISTANT CITY ATTORNEY  
DATE 1-24-19
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 on Tuesday, January 8, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

According to Planning and Development Services records, no Community Planning & Preservation Commission members reside, or own property located within 2,000 feet of the subject property. All other possible conflicts should be declared upon announcement of the item.

City File: FLUM-53
Hope Lutheran Church, 1801 62nd Ave. N

This is a private initiated application requesting the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), to make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the following Future Land Use Map amendment from Institutional (I) to Residential Urban (RU) for only the northern portion of the Hope Lutheran Church property.

APPLICANT INFORMATION

APPLICANT: Hope Lutheran Church of St. Petersburg, Inc
1801 62nd Ave N
St. Petersburg, Florida 33702

AGENT: Joseph Nix
1313 Murok Way South
St. Petersburg, FL 33705

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

The purpose of the proposed Future Land Use Map amendment from Institutional (I) to Residential Urban (RU) is to allow for single-family residential development. The proposed map amendment is applicable to only the northern undeveloped portion of the Hope Lutheran Church property, the southern developed portion will remain as an operational church designated as Institutional (I) on the Future Land Use map. The amendment
boundary was determined with the legal description produced from the attached preliminary plat (submitted with the application materials) that depicts four (4) subdivided single-family parcels in conformance with the NS-1 zoning district.

### SITE DESCRIPTION

| Street Address: | 1801 62nd Ave N, St. Petersburg, FL 33702 |
| Parcel ID Number: | 36-30-16-56885-001-0010 (portion of) |
| Acreage: | 0.688 acres |
| Zoning: | Neighborhood Suburban Single Family – 1 (NS-1) |
| Existing Future Land Use: | Institutional (I) |
| Proposed Future Land Use: | Residential Urban (RU), allowing up to 7.5 du/acre |
| Existing Countywide Plan Map: | Public/Semi-Public (PSP) |
| Proposed Countywide Plan Map: | Residential Low Medium (RLM) |
| Existing Use: | Vacant – Undeveloped |
| Surrounding Uses: | North, East and West – Single Family Residential South – Hope Lutheran Church |
| Neighborhood Association: | Meadowlawn Marlene Murray, President No Neighborhood Plan |

### BACKGROUND

The subject property’s current zoning designation of Neighborhood Suburban Single Family – 1 (NS-1) has been in place since September 2007, following the implementation of the City’s Vision 2020 Plan, the Citywide rezoning and update of the Land Development Regulations (LDRs). From 1977 to 2007, the subject property was zoned RS-75. A concurrent rezoning is not needed in this circumstance since the current NS-1 zoning is compatible with the requested Residential Urban (RU) Future Land Use category as outlined in LDR Section 16.10.020.2 — Matrix: Zoning districts and compatible future land use categories.

In support of subdividing the northern undeveloped portion of the Hope Lutheran Church site into four (4) single-family home parcels, the applicant has submitted two other concurrent applications: a preliminary plat and a modification to the existing Special Exception (SE) use for a House of Worship, which proposes an amendment to the church site boundary. In review of these applications, it was determined that the current land use category of Institutional (I) was inconsistent with the proposed residential development and required a Future Land Use Map amendment to Residential Urban (RU) prior to plat and SE modification approval. Under the Institutional land use designation, residential use is only allowed as accessory to the primary institutional use.

The Hope Lutheran Church of St. Petersburg has road frontage on the north side of 62nd Ave N, directly opposite of the Town Plaza commercial retail development. The northern rear of the church property proposed for amendment encroaches into the Meadowlawn neighborhood with single-family homes on all three sides.

### CONSISTENCY AND COMPATIBILITY

The primary issues associated with this private application are consistency and compatibility of the requested designation with the established surrounding land use and zoning patterns and provisions of adequate public services and facilities.

The applicant’s proposal to create four (4) single family lots to be conveyed separately for ownership and construction of single-family homes as a principal use is not consistent with the current Institutional (I) Future Land Use Map designation. The Institutional (I) designation reflects the ownership and use of the property as a house of worship. As set forth in the Comprehensive Plan, the Institutional designation is “limited to the designation of federal, state and local public buildings and grounds, cemeteries, hospitals, churches and religious institutions, and educational uses.” The Institutional designation allows residential uses only as accessory to the primary institutional use. The proposed Future Land Use Map amendment to Residential
Urban (RU) allowing up to 7.5 dwelling units per acre will allow for the proposed four (4) lots with a land use designation and density consistent with the surrounding Meadowlawn neighborhood.

The requested designation is also consistent with Policy LU3.6 which states that land use planning decisions shall weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated and Policy LU3.7 which states that land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions. The established character of the immediate area is dominated by single-family residential development within the Meadowlawn Neighborhood Association. The proposed amendment would bring the subject property into conformance with the character of the surrounding area, see attached map series showing the single-family residential uses, zoning and future land use designation on the north, east and west sides of the subject property. The proposed lot sizes are also substantially similar to the surrounding lots.

Policy LU3.8 of the City’s Comprehensive Plan seeks to protect existing residential uses from incompatible uses and other intrusions that may detract from an area’s long-term desirability. If approved, the requested designation will result in less of an intrusion into the surrounding single-family neighborhood than if developed at its current Institutional (I) land use designation. The remaining Church property will continue to allow for a compatible land use transition from the low intensity single-family uses to the higher intensity commercial development to the south side of 62nd Ave N.

RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

1. Compliance of the proposed use with the goals, objectives, policies and guidelines of the Comprehensive Plan;

   The following policies and objectives from the Comprehensive Plan are applicable:

   LU3.1(D)(2) Institutional (I) - Limited to designation of federal, state and local public buildings and grounds, cemeteries, hospitals, churches and religious institutions and educational uses. Residential uses having a density not to exceed 12.5 dwelling units per acre, are also allowed. Residential equivalency uses are not to exceed 3 beds per dwelling unit. Non-residential uses permitted in the land development regulations are not to exceed a floor area ratio of 0.55.

   LU3.1(2) Residential Urban (RU) - Allowing low density residential uses not to exceed 7.5 dwelling units per net acre; Residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.40. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

   LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

   LU3.5 The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.
LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

LU3.7 Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

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.

LU3.17 Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.

LU4(1) Residential—the City shall provide opportunities for additional residential development where appropriate.

LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for the listed species as defined by the conservation element of the Comprehensive Plan;

The subject property is an improved vacant lot, consisting of open maintained lawn and perimeter tree canopy. Based on aerial photographs, the area has been used for grass parking. 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.

3. Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units;

The proposed change will not significantly alter the City’s population. The proposed change will allow for four single-family homes with an estimated occupancy of 2.5 people per home. Thus, the proposal is estimated to support an additional population of 10 people.

4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS;

The below LOS impact analysis concludes that the proposed FLUM amendment from Institutional (I) to Residential Urban (RU) will not have a significant impact on the City’s adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management. Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner must comply with all laws and ordinances in effect at the time development permits are requested.

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Page 4
POTABLE WATER
Under the existing inter-local agreement with Tampa Bay Water (TBW), the region’s local governments are required to project and submit, on or before February 1st of each year, the anticipated water demand for the following year. TBW is contractually obligated to meet the City’s and other member government’s water supply needs. The City’s adopted LOS standard is 125 gallons per capita per day (gpcd), while the actual current usage equates to approximately 81 gpcd. The City’s overall potable water demand is approximately 29 million gallons per day (mgd), while the systemwide capacity is 68 mgd. Therefore, there is excess water capacity to serve the amendment area.

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

SOLID WASTE
Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year. The County currently receives and disposes of municipal solid waste generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted or buried at the Bridgeway Acres sanitary landfill. The City and County’s commitment to recycling and waste reduction programs, and the continued participation of residents and businesses in these programs, have assisted in keeping down the actual demand for solid waste disposal, which continues to extend the life span of Bridgeway Acres Sanitary Landfill. The landfill is expected to remain in use for approximately 84 years, based on current design (grading) and disposal rates. Thus, there is excess solid waste capacity to serve the amendment area.

TRAFFIC
The subject property is located north of 62nd Avenue North, which is a four-lane, minor arterial that is maintained by Pinellas County. Based on the Forward Pinellas 2017 Level of Service Report, the level of service for 62nd Avenue North from US 19 to 16th Street is “C.” This level of service is based on the 2016 average annual traffic (AADT) volume of 19,498. The volume-capacity ratio for this road segment is 0.637, so there is spare capacity to accommodate new vehicular trips. The roads adjacent to the subject property are local roads that are maintained by the City. The proposed change from Institutional to Residential Urban represents a decrease of estimated P.M. peak hour trips.

The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state-mandated transportation concurrency, the Pinellas County Metropolitan Planning Organization, now known as Forward Pinellas, formed the multi-jurisdictional Mobility Plan Task Force. The Task Force’s goal was to develop a countywide approach to managing the transportation impacts associated with development through the site plan review process. The efforts of the Task Force resulted in the City adopting the Pinellas County Mobility Plan, which amended the Land Development Regulations and eliminated transportation concurrency requirements. The City continues to monitor the LOS for motor vehicles on major roadways and the availability of transit service for site impact review and transportation planning purposes.

MASS TRANSIT
The Citywide LOS for mass transit will not be affected. The closest PSTA local transit service is Route 75 providing service from Tyrone Square Mall to Gateway Mall with 60-minute headways. The subject property is not located within a ¼ mile of a transit stop.
RECREATION
The City's adopted LOS for recreation and open space is 9 acres per 1,000 population, the actual LOS City-wide is estimated to be 21.3 acres per 1,000 population. If approved, there will be no noticeable impact on the adopted LOS standard for recreation and open space.

STORMWATER MANAGEMENT
The level of service standard for drainage is implemented by the City through the review of drainage plans for new development and redevelopment. Prior to development of the subject property, site plan approval will be required. At that time, City Code and SWFWMD site requirements for stormwater management criteria will be implemented. Per City Code 16.40.030.6, a proposed residential development of up to four dwelling units which is not part of a larger unified plan of development, is exempt from the water quality and water quantity requirements of the City's Drainage and Surface Water Management Ordinance.

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions;

The land area is both appropriate and adequate for the anticipated single-family residential use of the subject property. The property conforms with the lot dimension requirements of the existing NS-1 zoning to allow for the anticipated four (4) individual lots.

6. The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties;

The City has limited vacant land available for single-family residential development. The contiguous neighborhood of Meadowlawn is entirely built-out.

7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;

The requested Residential Urban (RU) land use designation and anticipated single-family development is consistent with the surrounding established single-family land use pattern to the north, east and west. The proposed lots are approximately 8,000 square feet each, consistent with existing neighborhood lot sizes.

8. Whether the exiting district boundaries are logically drawn in relation to existing conditions on the property proposed for change;

The purpose of the proposed land use category change to Residential Urban (RU) is to allow redevelopment of a portion of the existing church for four single-family homes. The subject property boundary is logically drawn to allow for the four (4) proposed single-family lots, as depicted in the preliminary plat submitted with the application.

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

Not applicable.

10. Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan;

The subject property is outside of the 100-year floodplain and coastal high hazard areas.
11. Other pertinent facts.

The Community Planning and Preservation Commission and City Council may bring up other pertinent information as necessary.

**CONSISTENCY with the COUNTYWIDE PLAN:**

The subject property is categorized on the Countywide Plan Map as Public/Semi-Public (P/SP). This plan category is intended to recognize institutional and transportation/utility uses that serve the community or region. To achieve consistency with the Countywide Plan Map, an amendment to Residential Low Medium (RLM) is required and shall be requested through Forward Pinellas.

**PUBLIC NOTICE**

Mail notices were sent to affected neighbors within 200 feet of the subject property and the Meadowlawn Neighborhood Association.

**PUBLIC HEARING PROCESS**

The proposed ordinance associated with the Comprehensive Plan Future Land Use Map amendment requires one (1) public hearing before the Community Planning & Preservation Commission (CPPC) and one (1) City Council public hearing. Forward Pinellas (formerly known as Pinellas Planning Council) will review the Comprehensive Plan Future Land Use Map amendment for consistency with the Countywide Rules.

**SUMMARY**

Based upon the analysis contained in this report, City staff finds that the proposed Future Land Use Map amendment from Institution (I) to Residential Urban (RU) is consistent with the Comprehensive Plan. The proposed amendment furthers Comprehensive Plan Policy LU3.6 by bringing the subject property into conformance with the established character of the surrounding single-family residential neighborhood, while the remaining church property will continue to function as a compatible land use transition, buffering the residential uses from the higher intensity commercial uses to the south.

**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 Future Land Use Map amendment described herein.

**ATTACHMENTS**

1. Legal Description
2. Maps
3. Application
ATTACHMENT NO. 1

Legal Description

Begin at the Northwest corner of Lot 1, Block 1, MEADOW LAWN SEVENTEETH ADDITION, as recorded in Plat Book 76, Page 73, of the Public Records of Pinellas County, Florida; thence run S 89°44'27" E, 150.00 feet along the South right-of-way of 64th Avenue North; thence along the Arc of a Curve to the right, having a Radius of 25.05 feet, Arc of 39.29 feet, Chord of 35.39 feet and Chord Bearing S 44°48'12" E; thence S 00°08'13" W, 167.37 feet along the West right-of-way of 18th Street North; thence N 89°44'27" W, 200.58 feet; thence along a Curve to the Left, having a Radius of 85.00 feet, Arc of 9.92 feet, Chord of 9.91 feet, Chord Bearing N 03°28'43" E along the East right-of-way of 18th Way North; thence N 00°08'13" E, 157.47 feet along said East right-of-way; thence along a Curve to the right, having a Radius of 24.95 feet, Arc of 39.24 feet, Chord of 35.32 feet and Chord Bearing N 45°11'53" E to the Point of Beginning.
ATTACHMENT NO. 2
Maps
EXISTING ZONING

CITY FILE

FLUM-53

SCALE: 1" = 203'

NS-1 (Neighborhood Suburban Single Family - 1)

SUBJECT AREA
Unincorporated Pinellas County

FUTURE LAND USE

From: INS (Institutional)
To: RU (Residential Urban)

CITY FILE

FLUM-53

SCALE: 1" = 203'
ATTACHMENT NO. 3

Application
All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

APPLICATION

Date of Submittal: 11/21/18
Street Address: 1801 G2 nd Ave N
Parcel ID or Tract Number: 36-30-16-5685-001-0010
Zoning Classification: Present: F Proposed: R/ U
Future Land Use Plan Category: Present: D/ P Proposed: R/ L

NAME of APPLICANT (Property Owner):

West Fla Developers Group Inc (Joe Nk)

Street Address: 2832 W U. V. Del Mar Blvd
City, State, Zip: St. Pete Beach FL 33706
Telephone No: 727-687-8555
Email Address: JNIX @BHISFLPG.com

NAME of any others PERSONS (Having ownership interest in property):

Specify Interest Held: Hope Lutheran - Edmund LaFrance
Is such interest Contingent or Absolute: ABSOLUTE
Street Address: 1801 G2 nd Ave N
City, State, Zip: St. Petersburg
Telephone No: 727-658-6290
Email Address: ELPFRANL2 TAMPABAY.RR.COM

NAME of AGENT OR REPRESENTATIVE: Robert Bresemann

Street Address: 1801 G2 nd Ave N
City, State, Zip: St. Petersburg
Telephone No: 727-658-6290
Email Address: BOBBRESEMANN @GMAIL.COM

AUTHORIZATION

Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map $2,400.00
Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map $2,000.00
Rezoning only
Cash or credit card or check made payable to the "City of St. Petersburg"

The UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with the application. Further, this application must be complete and accurate, before the public hearings can be advertised, with attached justification form completed and filed as part of this application.

Signature: ____________________________ Date: 11-21-18

Must be signed by title holder(s), or by an authorized agent with letter attached.
PROPERTY INFORMATION:

Street Address: 1801 62nd Ave N
Parcel ID or Tract Number: 36-30-16-56885-001-0010
Square Feet: 30,000 SF
Acreage: .688

Proposed Legal Description: Future land use map to be changed from I (institutional) to R/U (Residential Urban). The countywide plan map to be changed from R/SP to R/SM

Is there any existing contract for sale on the subject property: YES
If so, list names of all parties to the contract: EDMUND LA FRANCE, HOPE LUTHERAN
Is contract conditional or absolute: ABSOLUTE

Are there any options to purchase on the subject property: NO
Is so, list the names of all parties to option: None

REQUEST: Change from I to R/U

The applicant is of the opinion that this request would be an appropriate land use and / or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

THE LAND IS OF NO USE TO THE SELLER (HOPE LUTHERAN) and is a prime site for Residential Housing. The lots will be 7500 SF meeting the Res Zoning. The site has existing Roadways. The new proposed homes will be conforming to the neighborhood.
I am (we are) the owner(s) and record title holder(s) of the property noted herein.

Property Owner's Name: Hope Lutheran Church of St. Petersburg INC

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

Property Address: 1401 62nd Ave N

Parcel ID No: 36-30-16-56865-001-0010

Request: Divide vacant adjoining land into 4 buildable lots

Modification to existing special exception. Subdividing the northern portion of the property and establishing a new property line for the church.

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): JOE NIX

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): EDWARD J. LAFRANCE

Sworn to and subscribed on this date

Identification or personally known: FL Driver License

Notary Signature: Andew Blackman

Commission Expiration (Stamp or date): 2-9-18

City of St. Petersburg - One 4 Street North - PO Box 2842 - St. Petersburg, FL 33731-2842 - (727) 893-7441
The following page(s) contain the backup material for Agenda Item: Ordinance amending Section 12-6 of the St. Petersburg City Code relating to fees charged for Planning and Development Services.
Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, City Council Chair, and Members of City Council

SUBJECT: Proposed Fee Increases for Land Development Regulation Services.

REQUEST: Approval of an Ordinance Increasing and Modifying Fees as Recommended in the FY18 Budget

BACKGROUND:
The Planning and Development Services Department includes three divisions: Urban Planning and Historic Preservation, Development Review Services and Construction Services and Permitting. All of these divisions provide a number of fee-based services to citizens, property owners, businesses and professionals (architects, contractors, etc.) primarily for administration of the Land Development Regulations (LDRs) and the Florida Building Code (FBC). As part of the FY18 budget preparation process, Staff preliminarily identified selected LDR related fees that could be increased to partially offset the costs to the general fund of proposed staffing increases for the Development Review Services Division (DRS). The proposed DRS staffing increase was included in the adopted FY18 Budget and the position has been filled.

The reason for the additional position was, and remains, the ongoing increase in demand for DRS services related to the administration of the LDRs, as should be expected with the ongoing development boom in St. Petersburg. For example, the average daily number of customers visiting the Zoning Counter has increased steadily from 32.24 in FY12 to 58.2 in FY18. Increased DRS reviews of building permit applications and site inspections also show the impacts of growth on the demand for the Division’s services (tables attached).

Fee revenues are an important part of funding the DRS operations. Currently fee revenues are estimated to cover: 43% of DRS operational costs (FY18 revenues of $416,903.50 vs. FY19 budgeted costs of approximately $952,116). The remainder of DRS operational costs (57%) are subsidized through general fund revenues.

LDR administration fees, as listed in Chapter 12 of the City Code, were last modified in 2012. Included in that fee modification request and updated for the current request is a review and comparison of LDR administration fees in other Tampa Bay region communities. The comparison
reveals that St. Petersburg LDR fees are generally comparable and often significantly less than that of our peer communities (table attached). The fee increases proposed herein are intended to cover more of the costs of DRS operations while allowing the city, in terms of the zoning services fee structure, to remain competitive.

PROPOSAL:
The fees proposed for change are summarized in the attached Table “Proposed LDR Fee Changes FY19.” There are three types of changes proposed:

- Select fee increase (no color)
  - Significant undercharge (in some cases no current charge) for current services
- Proposed new fee (orange)
  - New regulation not previously assigned a specific fee
- Reduced fee (light blue)
  - Support affordable housing and independent small businesses
  - Eliminate overcharge for temporary signs

Included in the Table is an annual additional revenue generation estimate of just under $130,000. The revenue estimate is based on the last three years of service/application demand. As previously mentioned, the fee increases are within the range of fees charged by other local governments in the area.

BFT COMMITTEE REVIEW:
On November 29, 2018, the BFT Committee received a presentation on the proposed fee modifications. The Committee, with minor changes (elimination of an increase to the grand tree trimming fee) and some additional information (included in this memo and an email from Liz Abernethy sent to the Committee on December 3, 2018 - attached), supported moving the proposal to the full Council.

RECOMMENDATION:
The Administration recommends APPROVAL of the attached fee modification ordinance.

Recommended City Council Action:

1. CONDUCT the first reading of the proposed ordinance; and
2. SET the public hearing for February 21, 2019

Attachments (6): Ordinance, Table of Proposed LDR Fee Increases FY19, Local Government Fee Comparison Table, DRS Permit Reviews and Site Inspection Tables (2), and DRS Zoning Counter Customer Demand, December 3, 2018 email from Elizabeth Abernethy to the BFT and others
ORDINANCE NO. ___

AN ORDINANCE AMENDING SECTION 12- 6
OF THE ST. PETERSBURG CITY CODE
RELATING TO FEES CHARGED FOR
PLANNING AND DEVELOPMENT SERVICES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Development Services Department includes three divisions: Urban Planning and Historic Preservation, Development Review Services and Construction Services and Permitting; and

WHEREAS, these three divisions provide fee-based services to citizens, property owners, businesses and professionals primarily for the administration of the City’s Land Development Regulations and Building Code; and

WHEREAS, the fees charged for services related to the administration of the City’s Land Development Regulations were last amended in 2012; and

WHEREAS, since 2012, the number of “cases” (or items) processed by the Planning and Development Services Department has substantially increased and the cost of providing services has increased; and

WHEREAS, currently, the Planning and Development Services Department is recovering only forty-three percent of its costs for services; and

WHEREAS, the unrecovered costs represent a General Fund subsidy; and

WHEREAS, to reduce the General Fund subsidy, increase revenue, and help cover costs associated with hiring additional staff, City administration has proposed implementing new fees and increasing selected fees in Subsection 12-6 (8) of the City Code; and

WHEREAS, the proposed new fees and fee increases would also help capture the cost of services not currently addressed in the Code, shift the cost burden to those utilizing the services, and ensure St. Petersburg remains competitive with its neighboring communities; and

WHEREAS, City administration has also identified selected fees that are appropriate for modification to better align with City objectives related to affordable housing, independent business development and tree preservation.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Subsection 12-6 (8) of the St. Petersburg City Code is hereby amended to read as follows:

(8) Land development regulation services fees.
Adult use permit:
   New Application $1,000.00
   Renewal $150.00
Airport obstruction permit $300.00
Alcoholic beverage establishments:
   Off-site consumption $100.00
   On-site consumption $200.00
Appeal decision of:
   Commission $300.00
   POD $250.00
Change of use:
   Involving grandfathered or nonconforming uses $200.00
   Involving only permitted uses $20.00
Community garden permit:
   New application $100.00
   Renewal $50.00
Dock permit $40.00
Dog dining permit $10.00
Driveway permit $20.00
Extensions:
   Of staff approval $50.00
   Of commission approval $250.00
FEMA - Historic flood info and letter:
   First hour of research $60.00
   Additional time billed in one-hour increments $50.00
   per hour
Food truck rally permit:
   Letter prepared by zoning official (no bldg. permit) $40.00
Approved over zoning counter (with bldg. permit) $10.00

Lot line adjustment:
  Administrative review $200.00
  Commission review $300.00

Lot line splitting:
  Administrative review $200.00
  Commission review $300.00

Lot refacing:
  Administrative review $300.00
  Commission review $500.00

Mobile food establishment permit:
  New application $170.00
  Renewal $85.00

Property card interpretations (PCI):
  First hour of research $60.00
  Additional time billed in one-hour increments $50.00

Pushcart vending permit:
  New application $170.00
  Renewal $85.00

Redevelopment plan review $500.00

Reduced setback/Increased FAR Request $100.00

Rehearing request of Commission public hearing action $250.00

Reinstatement review:
  Administrative review $200.00
  Commission review $500.00

Roadside vending market permit:
  New application $100.00
Renewal $50.00

Sidewalk café permit:
Application to establish $35.00
   Plus First year cost per chair $20.00
Annual renewal cost per chair (on time) $10.00  $15.00
Annual renewal cost per chair (late)  $15.00  $20.00

Sidewalk retail display permit:
Application to establish $35.00
Annual renewal (on time) $10.00
Annual renewal (late)  $15.00

Sign permit - included in zoning review of building permit
Sign, temporary $20.00

Site plan review:
   General application, by commission $1,000.00  $1,250.00
   General application, by POD $500.00
   General application, related to special exception $0.00
   Modification, by Commission $500.00
   Modification, By POD $250.00

Special exception request:
   General application $1,000.00  $1,250.00
   Modification $500.00

Street closure:
   Permanent $1,000.00
   Temporary $1,000.00

Street name change $1,000.00

Subdivision/replat, preliminary:
   No variances $650.00
With variances $1,000.00

Subdivision/replat, final $850.00

Temporary parking lots, stadium and non-stadium:
  Application to establish $400.00
  Annual renewal per lot $40.00

Temporary use permit:
  Letter prepared by zoning official (no bldg. permit) $40.00
  Approved over zoning counter (with bldg. permit) $10.00

Tree removal permit:
  One- and two-unit application and evaluation $40.00 $25.00
  One- and two-unit removal permit issuance $25.00

  3 or more units and nonresidential application and evaluation (first 2 trees) $60.00 $25.00

  3 or more units and nonresidential removal permit issuance (first two trees) $45.00

  3 or more units and nonresidential removal permit issuance (each add. tree) $10.00

  3 or more units and nonresidential (replant inspection and reinspection(s) - each) $25.00

After-the-fact, removal without prior approval:
  One- and two-unit (per tree):
    Per tree, first 12" $150.00
    Per tree, plus $50.00 per inch exceeding 12", not to exceed $500.00
    Per tree, stump removed, no. of inches unknown $500.00

  3 or more units & nonresidential (per tree):
    Per tree, first 12" $100.00
    Per tree, plus $100.00 per inch exceeding 12", not to exceed $1,000.00
    Per tree, stump removed, no. of inches unknown $1,000.00

Grand tree trimming and removal permits (all per tree):
Tree Trimming permit, grand tree, per tree $40.00
Removal, one and two-family, permit issuance $75.00
Removal, 3+ units and nonresidential, permit issuance $125.00
After-the-fact removal, one and two-units $1,000.00
After-the-fact removal, 3+ and nonresidential $2,000.00

Vacation:
- Air rights $1,000.00
- Easements $500.00
- Pedestrian walkway $400.00
- Rights-of-way $1,000.00

Variances:
- Adult use (to distance requirements) $1,000.00
- After-the-fact $500.00
- Alcoholic beverage (to distance requirements) $500.00
- Design $200.00
- Docks $400.00
- Flood elevation $300.00
- One- and two-unit (1st variance) $300.00 $350.00
- One- and two-unit (each addl. variance) $100.00
- 3 or more units and nonresidential (1st variance) $300.00 $350.00
- 3 or More Units and nonresidential (each addl. variance) $100.00
- Redevelopment plan $100.00
- Reinstatement $100.00
- Signs $500.00
- Any variance w/SE or SPR application $200.00

Workforce housing density bonus $60.00

Zoning review of bldg. permit applications:
Building permit incl. inspection:

One and two-unit < or = 1,400 sqft\0.00
One- and two-unit > 1,400 sqft\15.00 30.00
One and two-unit revision > 1,400 sqft\25.00
One and two-unit reinspection >1,400 sqft\25.00
3 or more units and nonresidential\30.00 50.00
3 or more units and nonresidential revision\40.00
3 or more units and nonresidential reinspection\75.00
New construction multi-tenant commercial shell build-out < or = to 3,000 sqft\0.00
Change of use existing multi-tenant commercial building build-out < or = to 3,000 sqft\0.00

Landscaping and parking paving incl. inspection:

One- and two-unit\15.00
3 or more units and nonresidential\50.00

Signs\40.00
Zoning (verification and rebuild) letters\40.00
Zoning permit (general):

Application fee\50.00
Permit fee\50.00

URBAN PLANNING:

Map amendment:

Future land use (Countywide FLUM) & rezoning\2,400.00
Future land use (City FLUM) & rezoning\2,000.00
Rezoning only\2,000.00
Mod. or removal of cond. related to an ord. of rezoning\2,000.00

Street naming and co-naming\500.00

Text amendment:
Comprehensive plan $2,000.00

Land development regulations $2,000.00

Development agreement:
Initial application $2,000.00
Modification $2,000.00

HISTORIC PRESERVATION:
Ad valorem tax exemption $0.00
After-the-fact applications twice the initial fee
Certificate of appropriateness (COA):
Commission review:
Additions $300.00
Appeal $250.00
Alterations and repair $300.00
Demolition (primary building) $1,000.00
Demolition (accessory structure) $500.00
New construction $300.00
Relocation $500.00
Staff review:
General application $50.00
Appeal $250.00
Revision of previously approved COA $\frac{1}{2}$ orig. fee

Historic designation:
Third party - Owner opposed $200.00
Third party - Owner supports $200.00
Owner is applicant $200.00

Historic district designation:
Base fee $200.00
Section 2. Subsection 12-6 (9) of the St. Petersburg City Code is hereby amended to read as follows:

(9) Other service fees.

Convenience fees for online and telephone payments \$2.00

Special assessment lien recording and releasing fee (if this fee is included in a special assessment and if the special assessment is paid in full prior to recordation, this fee shall be deducted from the total; if this fee was not included in a recorded special assessment, it shall be added to the amount of the final payment) \$35.00

Lien research fees \$55.00

Amendments to a redevelopment plan approved by the CRA \$2,000.00

Developments of regional impact:

Initial application \$1,000.00

Notice of proposed change \$1,500.00

Substantial deviation application \$2,500.00

Annual report \$150.00

Appeal of denial of moving permit \$100.00

Codes inspection of a property \$50.00

Code lien release requests, per property:

By property owner \$50.00

By any other entity (e.g. mortgage company) \$100.00

Each successive lien release request by the same entity for the same property \$100.00

Public vehicle certificate \$95.00
Sewer and water services fees:

To be assessed in accordance with Chapter 27

Special projects fee: A fee charged for special services requiring staff research, inspections, document preparation and other assistance that is beyond the scope of services routinely provided by a department. The fee will be calculated based on actual staff time and other related costs that are incurred in order to complete the request.

Minimum fee $30.00

Transportation Multimodal impact fee:

To be assessed in accordance with Pinellas County Ordinance 85-43, as amended, except as additionally required in the Gateway Areawide Development of Regional Impact.

Requests for City staff to appear and speak before other agencies, hourly charge based on labor plus materials and other costs.

Research fees not related to above enumerated applications and not related to public records requests, hourly charge based on labor plus materials and other related costs.

Section 3. Coding. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

Section 4. 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 5. 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
00425997
### Case Type Fees

<table>
<thead>
<tr>
<th>Case Type</th>
<th>2012 Fee</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Difference</th>
<th>% Change</th>
<th>Average # Cases FY15-18</th>
<th>Projected Annual Revenue Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Docks</td>
<td>$40</td>
<td>$40</td>
<td>$50</td>
<td>$10</td>
<td>25%</td>
<td>360</td>
<td>$3,600</td>
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<tr>
<td>Sidewalk Café - renewal per chair OL</td>
<td>$10</td>
<td>$10</td>
<td>$15</td>
<td>$5</td>
<td>50%</td>
<td>2264</td>
<td>$11,320</td>
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<tr>
<td>Sidewalk Café - renewal per chair late</td>
<td>$10</td>
<td>$15</td>
<td>$20</td>
<td>$5</td>
<td>33%</td>
<td>483</td>
<td>$2,415</td>
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<tr>
<td>Site Plan Review - by commission</td>
<td>$500</td>
<td>$1,000</td>
<td>$1,250</td>
<td>$250</td>
<td>25%</td>
<td>6</td>
<td>$1,500</td>
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<tr>
<td>Special Exception - general app</td>
<td>$900</td>
<td>$1,000</td>
<td>$1,250</td>
<td>$250</td>
<td>25%</td>
<td>14</td>
<td>$3,500</td>
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<tr>
<td>Subdivision Plat/Replat Final</td>
<td>NA</td>
<td>NA</td>
<td>$850</td>
<td>NA</td>
<td>NA</td>
<td>14</td>
<td>$11,900</td>
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<tr>
<td>Temporary Signs</td>
<td>$40</td>
<td>$40</td>
<td>$20</td>
<td>-$20</td>
<td>-50%</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Tree Removal 1 &amp; 2 units - permit^1</td>
<td>$20</td>
<td>$40</td>
<td>$50</td>
<td>$10</td>
<td>25%</td>
<td>970</td>
<td>$9,700</td>
</tr>
<tr>
<td>Tree Removal 3+ units &amp; non residential - permit^1</td>
<td>$35</td>
<td>$60</td>
<td>$70</td>
<td>$10</td>
<td>17%</td>
<td>116</td>
<td>$1,160</td>
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<tr>
<td>Tree Removal - inspection fee - no permit issued</td>
<td>NA</td>
<td>NA</td>
<td>$25</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>TR Grand Tree 1 &amp; 2 unit</td>
<td>NA</td>
<td>$40</td>
<td>$100</td>
<td>$60</td>
<td>150%</td>
<td>57</td>
<td>$3,420</td>
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<tr>
<td>TR Grand Tree 3+ units &amp; non residential</td>
<td>NA</td>
<td>$60</td>
<td>$150</td>
<td>$90</td>
<td>150%</td>
<td>0</td>
<td>0</td>
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<tr>
<td>TR ATP Grand Tree 1 &amp; 2 unit</td>
<td>NA</td>
<td>$500</td>
<td>$1,000</td>
<td>$500</td>
<td>100%</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>TR ATP Grand Tree 3+ units &amp; non residential</td>
<td>NA</td>
<td>$1,000</td>
<td>$2,000</td>
<td>$1,000</td>
<td>100%</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Grand Tree Trimming</td>
<td>NA</td>
<td>$40</td>
<td>$100</td>
<td>$60</td>
<td>150%</td>
<td>15</td>
<td>$900</td>
</tr>
<tr>
<td>Variance - design</td>
<td>NA</td>
<td>NA</td>
<td>$200</td>
<td>NA</td>
<td>NA</td>
<td>19</td>
<td>$3,800</td>
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<tr>
<td>Variance - reduced setback</td>
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<td>NA</td>
<td>$350</td>
<td>$350</td>
<td>17%</td>
<td>57</td>
<td>$2,850</td>
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<tr>
<td>Workforce housing density bonus</td>
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<td>NA</td>
<td>$60</td>
<td>NA</td>
<td>NA</td>
<td>7</td>
<td>$700</td>
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<tr>
<td>ZRBPA - 1 &amp; 2 unit res &lt;or= 1400 sf &amp; accessory unit^2</td>
<td>$0</td>
<td>$15</td>
<td>$0</td>
<td>-$15</td>
<td>-100%</td>
<td>165</td>
<td>-$2,475</td>
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<tr>
<td>ZRBPA - 1 &amp; 2 unit res incl 2 inspections &gt; 1400 sf^2</td>
<td>$0</td>
<td>$15</td>
<td>$30</td>
<td>$15</td>
<td>100%</td>
<td>2820</td>
<td>$42,300</td>
</tr>
<tr>
<td>ZRBPA - 1 &amp; 2 unit res revision (each add.) &gt; 1400 sf^2</td>
<td>NA</td>
<td>NA</td>
<td>$25</td>
<td>NA</td>
<td>NA</td>
<td>312</td>
<td>$7,800</td>
</tr>
<tr>
<td>ZRBPA - 1 &amp; 2 unit res add. reinspec. (each add.) &gt;1400 sf^2</td>
<td>$0</td>
<td>$15</td>
<td>$25</td>
<td>$10</td>
<td>67%</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>ZRBPA - &lt; or = to 3,000 sqft. change of use/build-out</td>
<td>$0</td>
<td>$30</td>
<td>$0</td>
<td>-$30</td>
<td>-100%</td>
<td>NA</td>
<td>TBD</td>
</tr>
<tr>
<td>ZRBPA - 3+ unit &amp; non res incl 2 inspections^2</td>
<td>$0</td>
<td>$30</td>
<td>$50</td>
<td>$20</td>
<td>67%</td>
<td>906</td>
<td>$18,120</td>
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<tr>
<td>ZRBPA - 3+ unit &amp; non res revision (each additional)^2</td>
<td>NA</td>
<td>NA</td>
<td>$40</td>
<td>NA</td>
<td>NA</td>
<td>204</td>
<td>$8,160</td>
</tr>
<tr>
<td>ZRBPA - 3+ unit &amp; non res reinspec. (each add.)</td>
<td>$0</td>
<td>$50</td>
<td>$75</td>
<td>$25</td>
<td>50%</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$130,730</strong></td>
<td></td>
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</tbody>
</table>

**Key - Proposed new fee**

- **Reduced fee**

**Notes:**
1. Current tree removal permit allows for fee payment only if tree removal is approved.
2. Proposed fees require an initial inspection fee in addition to a permit fee, if tree(s) is approved for removal.
3. Assumes 5.5% SFR are less than 1,400 s.f. based on 2007-2016 data.

Prepared by Planning & Development Services Department
Updated 11/21/18
Zoning Counter  DRS Service Demand

Average Per Day

<table>
<thead>
<tr>
<th>Month</th>
<th>FY 2012</th>
<th>FY 2013</th>
<th>FY 2014</th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct</td>
<td>30</td>
<td>31</td>
<td>33</td>
<td>36</td>
<td>40</td>
<td>45</td>
<td>95</td>
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<tr>
<td>Nov</td>
<td>33</td>
<td>33</td>
<td>32</td>
<td>35</td>
<td>42</td>
<td>48</td>
<td>66</td>
</tr>
<tr>
<td>Dec</td>
<td>30</td>
<td>27</td>
<td>31</td>
<td>36</td>
<td>41</td>
<td>42</td>
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<tr>
<td>Jan</td>
<td>35</td>
<td>34</td>
<td>35</td>
<td>37</td>
<td>42</td>
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<tr>
<td>Feb</td>
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<td>36</td>
<td>40</td>
<td>42</td>
<td>47</td>
<td>52</td>
<td>53</td>
</tr>
<tr>
<td>Mar</td>
<td>36</td>
<td>34</td>
<td>39</td>
<td>45</td>
<td>48</td>
<td>48</td>
<td>62</td>
</tr>
<tr>
<td>Apr</td>
<td>38</td>
<td>37</td>
<td>37</td>
<td>46</td>
<td>44</td>
<td>52</td>
<td>59</td>
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<tr>
<td>May</td>
<td>31</td>
<td>32</td>
<td>39</td>
<td>43</td>
<td>49</td>
<td>48</td>
<td>58</td>
</tr>
<tr>
<td>Jun</td>
<td>34</td>
<td>33</td>
<td>37</td>
<td>44</td>
<td>44</td>
<td>49</td>
<td>53</td>
</tr>
<tr>
<td>Jul</td>
<td>30</td>
<td>34</td>
<td>35</td>
<td>38</td>
<td>44</td>
<td>44</td>
<td>50</td>
</tr>
<tr>
<td>Aug</td>
<td>29</td>
<td>32</td>
<td>34</td>
<td>37</td>
<td>40</td>
<td>46</td>
<td>54</td>
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<tr>
<td>Sep</td>
<td>27</td>
<td>34</td>
<td>40</td>
<td>42</td>
<td>46</td>
<td>24</td>
<td>54.25</td>
</tr>
<tr>
<td>Yearly Average</td>
<td>32.24</td>
<td>33.07</td>
<td>35.95</td>
<td>40.14</td>
<td>43.85</td>
<td>45.94</td>
<td>58.20</td>
</tr>
</tbody>
</table>

Difference over previous year | 0.83 | 2.88 | 4.19 | 3.71 | 2.09 | 12.26 |

% Increase over previous year | 2.57% | 8.72% | 11.66% | 9.24% | 4.76% | 26.69% |

Per hour | 4.03 | 4.13 | 4.49 | 5.02 | 5.48 | 5.74 | 7.28 |

Note: September 2017 impacted by closure due to Hurricane Irma
### Zoning Reviews & Inspections

#### Zoning Reviews for Permits

<table>
<thead>
<tr>
<th>FY</th>
<th>TOTAL</th>
<th>Diff over previous year</th>
<th>% Diff over previous year</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY12</td>
<td>169</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY13</td>
<td>1242</td>
<td>1073</td>
<td>634.91%</td>
</tr>
<tr>
<td>FY14</td>
<td>2862</td>
<td>1620</td>
<td>130.43%</td>
</tr>
<tr>
<td>FY15</td>
<td>5232</td>
<td>2370</td>
<td>82.81%</td>
</tr>
<tr>
<td>FY16</td>
<td>5792</td>
<td>560</td>
<td>10.70%</td>
</tr>
<tr>
<td>FY17</td>
<td>6773</td>
<td>981</td>
<td>16.94%</td>
</tr>
<tr>
<td>FY18</td>
<td>7607</td>
<td>834</td>
<td>12.31%</td>
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</tbody>
</table>

**Average Per Day*** 30.43

---

### DRS Service Demand

#### Zoning Inspections

<table>
<thead>
<tr>
<th>FY</th>
<th>TOTAL</th>
<th>Diff over previous year</th>
<th>% Diff over previous year</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY12</td>
<td>167</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY13</td>
<td>197</td>
<td>1073</td>
<td>634.91%</td>
</tr>
<tr>
<td>FY14</td>
<td>350</td>
<td>153</td>
<td>77.66%</td>
</tr>
<tr>
<td>FY15</td>
<td>161</td>
<td>-189</td>
<td>-54.00%</td>
</tr>
<tr>
<td>FY16</td>
<td>175</td>
<td>14</td>
<td>8.70%</td>
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<tr>
<td>FY17</td>
<td>277</td>
<td>102</td>
<td>58.29%</td>
</tr>
<tr>
<td>FY18</td>
<td>436</td>
<td>159</td>
<td>57.40%</td>
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</table>

**Average Per Day*** 1.74

---

*Per Day = (52 weeks X 5-days week)-10 holidays = 250 days
<table>
<thead>
<tr>
<th>Month</th>
<th>Total Customers Served</th>
<th>*Average Wait Time</th>
<th>Average Queue Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct, 2016</td>
<td>943</td>
<td>4.90</td>
<td>2.08</td>
</tr>
<tr>
<td>Nov, 2016</td>
<td>909</td>
<td>6.47</td>
<td>2.11</td>
</tr>
<tr>
<td>Dec, 2016</td>
<td>849</td>
<td>5.87</td>
<td>2.08</td>
</tr>
<tr>
<td>Jan, 2017</td>
<td>1056</td>
<td>8.15</td>
<td>2.37</td>
</tr>
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<td>Feb, 2017</td>
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Prepared by Planning & Development Services Department
Updated 11/21/18
The following page(s) contain the backup material for Agenda Item: Appeal of Development Review Commission (DRC) approval of a Site Plan to construct a 21-story mixed use building with 10,890 square feet of commercial space and 270-dwelling units, with requests for floor ratio bonuses at the southeast corner of 5th St. N. and 3rd Ave N. (233 5th Street North, 249 5th Street North, 420 3rd Avenue North, 442 3rd Avenue North, and 430 3rd Avenue North). (City File 18-31000016 Appeal). Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, City Council Chair, and Members of City Council

SUBJECT: Appeal of the Development Review Commission (DRC) approval of a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270-dwelling units, with Floor Area Ratio bonuses at the southeast corner of 5th Str. N. and 3rd Ave N. (233 5th Street North, 249 5th Street North, 420 3rd Avenue North, 442 3rd Avenue North, and 430 3rd Avenue North). (City File 18-31000016 Appeal).

RECOMMENDATION: Staff recommends that the appeal be DENIED thereby UPHOLDING the Development Review Commission’s APPROVAL of the application and associated Site Plan with special conditions of approval.

INTRODUCTION: The subject property is located at the southeast corner of 3rd Avenue North and 5th Street North in the Downtown St. Petersburg National Register District. The subject property is currently developed with seven (7) apartment buildings ranging from one-to-three stories in height, built between 1916 and 1921. The structures contain a total of ninety-seven (97) apartments. Four of the seven structures were considered contributing to the Downtown St. Petersburg National Registered District. None of the structures have been locally designated or are considered potentially eligible to be designated. Within 200-feet of the subject property there are twelve (12) contributing properties, four (4) potentially eligible structures and three (3) local landmarks. None of these structures are intended to be impacted. The item was heard at the December 5th, 2018 DRC. After hearing testimony from staff, the applicant’s agent (R. Donald Mastry), the registered opponent (Lynn J. Merhige) and the public, the DRC made a motion to approve the site plan application. The motion to approve passed by a vote of 7 to 0. A copy of the DRC staff report and accompanying memo by the Urban Preservation Manager, Derek Kilborn are attached as Exhibit A. An appeal to the DRC decision was filed at 4:45 on December 17, 2018 by Mr. Peter Belmont, representing Preserve the ‘Burg, see Exhibit B.
BACKGROUND: The property had a previously approved site plan that was approved on November 2, 2005. The plan called for a 25-story mixed-use building with 6,000 square feet of office space, 196 dwelling units and 307 parking spaces in six levels of structured parking, under the previous CBD-2 zoning designation. (Case #05-31000050). This previous approval expired on September 9, 2016.

CURRENT PROPOSAL: The applicant is seeking to construct a 21 story, mixed-use building with 10,890 square feet of commercial space and 270 dwelling units. The applicant is requesting, and is eligible for, floor area ratio bonuses. The applicant originally anticipated the project to take advantage of the streamline approval criteria, as no variance is being requested. This streamline approval criteria includes the fact that all submittal criteria, that is found in the Land Development Regulations has been considered. However, upon staff's review of the proposed site plan and the 16 criteria that staff is charged with reviewing the project against; staff found that the applicant complied with all site plan review criteria, except possibly with criterion number 14, which states: “Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts.” Since the application did not clearly comply with all 16 criteria, staff could not approve the site plan as a streamline application.

DRC REVIEW AND DECISION: The DRC considered the application during the public hearing on December 5th, 2018. The DRC heard testimony from City staff, the applicant, the registered opponent and six members of the general public all opposed to the application. Staff also received approximately thirty-two (32) emails that were in opposition to the project, these are attached in Exhibit C. The details of the testimony are provided in the attached meeting minutes, see Exhibit C. After considering all the information provided and the testimony given, the DRC made a motion to approve the site plan with special conditions, which passed unanimously by a vote of 7-0, see Exhibit D for Approval letter with special conditions and vote record.

THE APPEAL: As previously noted, the City Clerk’s office received one appeal. Staff’s analysis of the appeal is addressed in this report. The Appellant “contends that the DRC erred in finding the proposed development to be consistent with the city code’s compatibility criteria contained within sec. 16.70.040.1.4(D).” The Appellant also contends that the application is inconsistent with the following Comprehensive Plan provisions: Objective V1, Policy V1.1, Section 1.7, Goal-Land Use, Objective LU 3.1, Policy LU 3.1, Policy LU 3.6, Policy LU 3.8, Policy H7.3 and Policy HP2.11.

PROCEDURES: Pursuant to Chapter 16, Section 16.70.010.6., appeals require a supermajority vote of the City Council to overturn the DRC’s decision. The standard of review for the appeal is de novo, which means that City Council may hear new evidence and may substitute its judgment for that of the DRC. City Council may decide to retain, eliminate, or further amend any of the conditions of approval, as amended. Adding new conditions of approval is also permissible. The burden of proof for all appeals is on the Appellant. The relevant legal criteria for this appeal of a Site Plan approval are found in Chapter 16, Section 16.70.040.1.4.D. and are noted below. It is
the responsibility of the Council to evaluate and weigh these criteria in making their determination.

16.70.040.1.4
D. Standards for review. In addition to the standards of review for a zoning and planning decision generally, a decision shall be guided by the following factors:

1. The use is consistent with the Comprehensive Plan;
2. The property for which a site plan review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;
3. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on state and county roads shall be based on the latest access management standards of FDOT or the county, respectively;
4. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;
5. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;
6. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval of a drainage plan as required by City ordinance, county ordinance, or SWFWMD;
7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;
8. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;
9. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;
10. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;
11. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

12. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;

13. Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;

14. Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;

15. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;


STAFF ANALYSIS: The following analysis provides an overview of the contentions by the Appellant.

Issue #1 – The DRC erred in finding the proposed development to be consistent with the City code’s compatibility criteria contained within sec. 16.70.040.1.4(D).

Response: The Land Development Regulations indicate in section 16.70.040.1(E.) that as part of the standards of review in reviewing for planning and zoning decisions that the deciding board shall consider whether the proposed amendment is consistent with and furthers the purpose of the Land Development Regulations and other City ordinances and actions designed to implement the plan. The staff planner reviewed the criteria in 16.70.040.1.4(D) (outlined above) and provided responses during his presentation to the DRC and in the Staff Report (Exhibit A). In addition, Mr. Derek Kilborn, Manager of the City’s Historic Preservation Division, wrote a memo dated November 2, 2018 in which he stated on page 8 of 12 that “the proposal is not consistent with Criterion No. 14 because it will result in the demolition of four contributing resources to the Downtown St. Petersburg National Register District. Despite this obvious conclusion, the applicant has demonstrated sensitivity toward adjacent historic resources using the building orientation and design elements...” The DRC considered testimony from staff, the applicant, the registered opponent and the public and then discussed the criteria at length, asking questions of staff, before reaching their conclusion that the project met the criteria, see attached minutes included in Exhibit D.

Issue #2 The Appellant contends that the plan is inconsistent with Comprehensive Plan Objective V1 which states: “When considering the probable use of land in the development application, the principles and recommendations noted in the Vision Element should be considered when applicable.”
Response: When analyzing Objective V1 from the 2020 Comprehensive Plan, one must look at two things; the formulation of the Vision Statement and the zoning district that the proposed project is located in.

The 2020 Vision Statement was developed based on the Citywide Plan of 1974. This Conceptual Plan reflected the desire to alter many of the negative construction practices of the 1950’s era such as the small, poorly constructed, and mass-produced housing stock built shortly after World War II. During the formulation of the Vision Statement, the project approach was born from concern by neighborhood activists, Planning Commissioners, City Council, City staff and the development community over construction and renovation activities that were difficult and often yielded unsatisfactory results. The Vision statements in the 2020 Plan were created by Citizen Delegates and looked forward to the year 2020. The Plan took a powerful new approach to planning the future based on an extensive public process. This effort resulted in the following Mission Statement:

“St. Petersburg is a vibrant, cosmopolitan community in which to live, play, learn and work. All of its citizens, neighborhoods and businesses collaborate in its development. St. Petersburg maintains its unique sense of place and economic vitality while preserving its history, diversity and lush natural beauty. St. Petersburg provides a safe, clean sustainable environment with spectacular waterfront to be enjoyed by all of its residents and visitors.”

To maintain the City’s cosmopolitan community, new and attractive housing would need to be provided that would allow new residents to move in alongside of longtime residents providing a community of inclusiveness. The proposed project supports the statement of providing for a unique sense of place and economic vitality by providing a uniquely designed architectural form that will allow for safe, clean access to the downtown area that will be enjoyed by all that call St. Pete home.

The zoning district for the project is DC-1. The Land Development Regulations, that were put in place to implement the City’s Comprehensive Plan, state that:

16.20.120.3.2. Downtown Center-1 (DC-1).This district provides for intense mixed-use development which creates a strong mixture of uses that enhance and support the core. Office and other employment uses are highly encouraged. Development in this district provides appropriate pedestrian amenities, pedestrian linkages, ground level retail, and cultural activities. Buildings and streetscaping (both hardscape and landscape improvements) are designed in a manner that promotes a successful people-oriented downtown area as exemplified and defined in the intown and intown west redevelopment plans.

The proposed project is consistent with the above described intent. The Land Development Regulations provide that development in the DC-1 zoning district shall be for intense mixed-use development. The project is proposing 270 residential dwelling units and 10,890 square feet of...
commercial space and 295 structured parking spaces. In addition, the first and second floors of the building along 3rd Avenue North and 5th Street North have been designed to incorporate traditional urban design elements; this inclusion demonstrates sensitivity to the surrounding neighborhood and creates a pedestrian scale environment at the sidewalk level. The proposed project will displace approximately 95 existing residential units and replace it with 270 units; this increase in the number of units is also consistent with the intent of the district as it is intended to be a highly urbanized area.

**Issue #3** The Appellant contends that the plan is not consistent with Comprehensive Plan Policy V1.1 which states: “Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles.

*Response:* The Vision Element, as discussed previously, was formulated through the contributions of approximately 350 lay leaders and residents along with staff support. The Element for the Vision 2020 resulted in one overall Mission Statement which was written by Citizen Delegates and was based on 15 Citizen Based Themes that would produce the desired outcomes for the future growth of the City. These 15 themes are: Quality of Life, Appearance, Neighborhoods, Education, Economic Development, Arts and Culture, Transportation, Social Equity, Human and Social Services, Parks and Leisure, Natural Environment, Governance, Partnerships and Citizen Based Communication. All of these theme’s Mission Statements were developed in order to ensure that the planning work that had been completed through Vision 2020 would accomplish the desired outcomes. This “qualitative approach based on Values and Themes, proactively directs decisions toward the desired outcomes of place. The relationship between decisions and results become clear as every action can be evaluated against indicators of success – does this action support the Themes?” The evaluation of the project against these themes follows.

*Quality of Life Mission Statement:* “St Petersburg will ensure its future as an outstanding community to live, work, play and learn. The qualitative approach will form a model sustainable city that achieves social, environmental and economic fairness and mutual success. The best traditions of the City shall be preserved and enhanced while creating new traditions and strengthened quality of life for all.”

*Response:* The proposed project meets the standard of this statement as the project is providing greater accessibility for residents to enter into the City of St. Petersburg lifestyle. The project also supports the best traditions of the City. The project is not affecting the locally designated or potentially eligible properties.

*Appearance Mission Statement:* “St. Petersburg is a beautiful subtropical city. Our streets and public spaces are our shared public space. Future development will result in quality and function of architecture, landscape, signage, lighting, streets and street furniture. All members of our community shall take pride in maintaining their property and share in creating a pleasing visual environment.”
Response: The proposed projects meet the standard of this statement as it is providing an enhanced streetscape experience along 5th St. N and 3rd Ave N., while developing with a sensitivity to the surrounding structures and activating the public realm.

Neighborhoods Mission Statement: “St. Petersburg will have beautiful, strong, healthy and safe neighborhoods. The neighborhood unity shall be the basic building block for social equity and shared enjoyment of St. Petersburg’s unique quality of life. The district character of each neighborhood shall be recognized, and each neighborhood shall have a voice and be protected and enhanced as the city continues to evolve.”

Response: The proposed project is consistent with this statement as this District is intended to be an intense mixed-use district. This neighborhood is intended to be the City’s most intense residential area, to reach the Vision goal of a highly urbanized area.

Education Mission Statement: St. Petersburg will be a community of life-long learning. Schools shall be the centers of neighborhood life, providing parks, recreation, community center, day care, mentoring, and high-quality learning opportunities for all. Educational facilities are viewed as social assets to which citizens feel positively connected.
Response: The proposed project supports this mission statement as the project could provide additional housing for the higher learning institutions that are in close proximity to the project.

Economic Development Mission Statement: “St. Petersburg shall be a community of economic diversity, strength and self-sufficiency, resulting in a growth economy. Mixed use centers shall be vital with service, professional and technology businesses that provide economic stability. All areas of the city make meaningful and stable economic contributions as well as manifesting a beautiful built environment. Economic initiatives shall be prioritized and executed based on creating partnerships and social equity.”

Response: The proposed project supports this statement as the project will bring additional jobs to the area through the incorporation of 10,890 sf of commercial space. The project will also support other businesses in the area with 270 units.

Arts and Culture Mission Statement: “St. Petersburg is a city where arts and culture are integral to the daily lives of residents and visitors. The arts are experienced in public spaces throughout the City and are integral to planning, design, zoning, infrastructure, transportation and other development. The City is committed to the development of art activities, experiences, and communities. The City is committed to the expansion and support of its library system as a cultural resource.”

Response: The proposed project meets this Mission Statements expectation as it provides for more people to experience and contribute to the arts movement of the City.
Transportation Mission Statement: “St Petersburg will have a livable balance of connected transportation options for all of its citizens. Pedestrian and bicycle facilities shall be designed, encouraged and celebrated as indicators of a healthy city. Public transit shall be sensitive to the context of neighborhoods and integrated into future economic and development plans.”

Response: The proposed project is consistent with this Mission Statement as the project has incorporated code compliant levels of off street parking and wider accessible sidewalks surrounding the project.

Social Equity Mission Statement: “St. Petersburg will achieve fairness and equality for its citizens. All races and cultures will be celebrated, enjoying their diversity, and participating and claiming ownership in the process of building community. All citizens shall have an equal opportunity to enjoy the physical, social and economic benefits of St. Petersburg; and there shall be a relationship of trust and respect between all citizens and their governance structures.

Response: The proposed project is not inconsistent with this mission statement as the opportunity to allow a greater number of citizens to take advantage of urban living in this intensive district. The displacement of the current residents does not eliminate the ability to continue to access housing within the City. The current City initiatives will enhance this ability in the future.

Human and Social Services Mission Statement: “St. Petersburg will be a community of physical, mental, and spiritual well-being. All members of the community will have community systems they can access to help themselves find stability and improve their situation. No person shall be without hope.”

Response: The proposed project is not in conflict with the Mission Statement but instead as discussed previously, providing greater opportunity for increased community in the area and the potential for increased services supports the statement.

Parks and Leisure Mission Statement: “St. Petersburg will be a community of parks dedicated to the purposes of rest, reflection, recreation and social interaction. Parks shall be easily accessible to everyone and they shall be interlinked through a system of tree canoped sidewalks, bikeways, greenways, waterways when present, and trails that provide connectivity and a sense of place and identity to all areas of the city. The park system shall promote responsiveness to each neighborhood and citizen need, and shall provide beauty and meaning through art, ornament, education, environmental demonstration, and well-maintained garden architecture and recreational facilities.”

Response: The proposed project supports this Mission Statement as it enhances the pedestrian realm and vegetative streetscape links to the public spaces in the area adding to the ease of access.
Natural Environment Mission Statement: “St. Petersburg will be a model of sustainable living. St. Petersburg will protect and enhance the natural systems that provide the resources of land, air, water, and vegetation. St. Petersburg will reflect an awareness of ourselves as part of a larger system upon which we are dependent for our mental, physical spiritual and economic well-being.”

Response: The proposed project is consistent with this mission statement as with new development comes new products that are incorporated into the facility. These new products have the ability to conserve our precious natural resources that outdated fixtures do not. The increased intensity/density also conserves land resources that sprawl development can result in.

Governance Mission Statement: “St. Petersburg will have governance structures that facilitate the successful implementation of shared community values and important public interests through concise, effective and understandable laws and regulations. These facilitate maximum political access, empowerment to its citizens and seek to include the voices of those who are not easily heard.”

Response: The proposed project allows for this Mission Statement to be implemented through this appeal process.

Partnership Mission Statement: “St. Petersburg will be a community of partnerships seeking opportunities for multiple use and multiple benefits. The city of partnerships takes ownership and active participation in all fundamental community values and systems. These partnerships facilitate maximum community benefit from the significant public and private investments and initiatives.”

Response: The proposed project seeks to support this Mission Statement by proposing a project consistent with the City codes to achieve the highest and best use for the property consistent with the City’s guiding documents.

Citizen Based Communication Mission Statement: “St. Petersburg will facilitate citizen involvement and public discussion in building its community. All neighborhoods and business associations will take ownership in their city and participate in useful and constructive dialogue regarding the broad vision and specific decisions. Everyone will feel connected to local representatives and welcomed and encourage to participate. Citizens will know that they are being heard.”

Response: The proposed project’s leadership has reached out to engage in citizen input. The architecture of the structure has significantly evolved and responded to concerns. The project has also engaged in an open forum process through the DRC hearing and this appeal.

The above responds to the allegation that the proposed project is inconsistent with Policy V1.1, Staff sees no evidence to affirm that allegation. The Vision 2020 plan was formulated to foster
partnerships in redeveloping the City to attain quality development, which protects the unique sense of Place and Spirit that defines St. Petersburg. The conclusion of the Vision exercise for the downtown recommendation states that “where existing buildings are replaced, quality redevelopment shall occur which is consistent with the context of St. Petersburg. Architecture which is generic or utilitarian should be discouraged. The DC-1 zoning district is intended to support the higher intensity core of the Downtown which is generally considered a sound planning practice.

**ISSUE #4** The Appellant contends that the proposed project is inconsistent with Section 1.7 Definitions, with respect to the definition of compatibility, which states “Compatible - Not having significant adverse impact. With limited variation from adjacent uses in net density, in type and use of structures (unless highly complementary), and with limited variation in visual impact on adjacent land uses. In the instance of certain adjacent or proximate uses, compatibility may be achieved through the use of mitigative measures.” and the definition of Historic Resources which states “Historic Resources – All areas, districts or sites containing properties listed on the Florida master File, the National Register of Historic Places, or designated by the City as historically, architecturally or archaeologically significant.”

*Response:* the project is consistent with the goals of the zoning district and future land use. The proposed project has made considerable effort to include mitigative measures that respond to the structures that will remain in the district that are locally designated. The project has incorporated elements into the base of the structure that replicate the existing structures in mass and form and has placed the tower component as an increased set-back. An existing building to the northwest of the proposed development, located at 440 4th Ave. N. is a residential tower that has 16 floors, a density of 169 units per acre with a FAR of 4.53. This existing structure demonstrates the compatibility of higher intensity structures within the DC-1 District.

**ISSUE #5** The Appellant contends that the proposed project is inconsistent with the Goal of the Land Use Element, which states that it “is the primary guide to the physical development of St. Petersburg. It outlines the amount, type, intensity/density and spatial arrangement of the City’s land uses.” And per 3.2 “The land use plan shall direct and manage the type, distribution, density and intensity of development and redevelopment in order to:

1. Protect the public health safety, and general welfare;
2. Protect and enhance the fabric and character of neighborhoods;
3. Protect and enhance resources and amenities;
4. Assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand;
5. Attain the highest of economic well-being possible for the city and its citizens.”

*Response:* The proposed project provides for an enhanced public health, safety and welfare as it provides for a new structure that will not displace a locally designated or potentially eligible structure. The project will have larger pedestrian connectivity, in addition to new state of the art living facilities. The project will enhance the fabric of the downtown district that the project is
located in, by providing additional business opportunities with ground floor development that will create a vibrant street level experience. The project should enhance and protect resources and amenities by providing new and modern fixtures that will save our natural resources, providing new residents to aid in the support of the existing development and resources that are present in the downtown vicinity. The applicant is proposing to provide all services concurrent with the development. The proposed project will attain the highest level of economic well-being as the new residents will be available to engage in the many offerings that downtown St. Petersburg has to offer.

ISSUE #6: The Appellant contends that the project is inconsistent with Policy LU 3.1. which outlines the categories of Future Land Use.

Response: The proposed project has a future land use of Central Business District (CBD) This land use allows for a mixture of higher intensity retail, Office, industrial, service and residential uses up to a floor area ratio (F.A.R.) of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations, which is 3.0 F.A.R. with none of the provided bonuses for the District. The project also sits within the In-town Activity Center category which states that these areas are intended for concentrated commercial and mixed-use centers suited to a more intensive and integrated pattern of development. These categories are slated for intense development, which the proposed project is consistent with.

ISSUE #7: The Appellant contends the proposed project is inconsistent with LU3.6 which states “Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

Response: This policy is not applicable as the applicant is not requesting a land use change. The preface of this comp plan section states “The following policies shall be applied when implementation of the categories is considered either by plan amendment or general plan update and revision." The existing land use is already consistent with the proposed project, as previously discussed.

ISSUE #8 The Appellant contends that the proposed project is inconsistent with Policy LU 3.8, which states: “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.”

Response: The proposed project is allowing for residential development consistent with the zoning district and future land use category. The LDR criteria for review of Site Plans incorporates all of these elements for consideration.

ISSUE #9 The Appellant contends that the proposed project is inconsistent with Policy H6.1 which states: “Assure that reasonable located, standard housing at affordable costs is available to all persons displaced through public action prior to displacement.”
Response: This policy implements the preceding Objective H6B, which states that “The City shall implement and enforce the provisions of the City’s Relocation Assistance Plan, where City funds are used.” as it relates to infrastructure construction and expansion projects, such as a roadway widening. Therefore, this policy is not applicable, as there is no infrastructure project necessitating the relocation of residents.

ISSUE #10 The Appellant contends that the proposed project is inconsistent with Policy H7.3 which states: “To protect and preserve the City’s historically significant housing stock, the City shall incorporate policies in the Land Development Regulations which discourage the demolition of historic resources in districts which are listed, or eligible for listing, in the National Register of Historic Places or the St. Petersburg Register of Historic Places.

Response: The City has incorporated such policies in the Land Development Regulations. This policy does not relate to review of individual development projects.

ISSUE #11 The Appellant contends that the proposed project is inconsistent with Policy HP2.11 which states: “The Development Review Commission site review criteria will continue to include criteria that ensure sensitivity and protection to adjacent historic resources related to scale and mass.”

Response: The land development regulations do include such a criteria, 16.70.040.1.4D.9. as follows “Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City’s Comprehensive Plan”.

SUMMARY: The DRC considered all of the information provided in the staff report and the information presented at the public hearing. They then weighed the criteria in making the unanimous decision to approve the site plan with these recommended special conditions. Staff has received eight (8) additional emails of correspondence and those are provided in Exhibit D. Staff recommends that the appeal of the DRC decision be denied, thereby affirming the decision and upholding the approval.

RECOMMENDATION: Staff recommends that the City Council DENY the appeal thereby UPHOLDING the decision of the DRC to approve the application and thereby approving the site plan with special conditions.

List of Exhibits:
Exhibit A: DRC staff report including Historic Preservation Memo,
Exhibit B: Appeal dated December 17, 2018
Exhibit C: Approval Letter, Meeting Minutes and Vote Record, DRC Correspondence
Exhibit D: Additional Correspondence
EXHIBIT A
SITE PLAN REVIEW
PUBLIC HEARING

According to Planning & Economic Development Department records, Commissioner Samuel 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.: 18-31000016
PLAT SHEET: F-4
REQUEST: Approval of a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270-dwelling units. The applicant is requesting Floor Area Ratio (F.A.R.) bonuses.

OWNER: Cara FL Properties, LLC
430 3rd Avenue North
Saint Petersburg, Florida 33701

AGENT: R. Donald Mastry
200 Central Avenue, Suite 1600
Saint Petersburg, Florida 33701

ADDRESSES AND PARCEL ID NOS.: 233 5th Street North; 19-31-17-21006-000-0060
232 ½ 4th Street North; 19-31-17-21006-000-0080
249 5th Street North; 19-31-17-21006-000-0040
420 3rd Avenue North; 19-31-17-21006-000-0010
442 3rd Avenue North; 19-31-17-21006-000-0030

LEGAL DESCRIPTION: On File

ZONING: Downtown Center-1 (DC-1)
SITE AREA TOTAL: 41,249 square feet or 0.95 acres

GROSS FLOOR AREA:
Existing: 50,731 square feet 1.23 F.A.R.
Proposed: 288,705 square feet 7.0 F.A.R.
Permitted/bonuses: 288,743 square feet 7.0 F.A.R.

BUILDING COVERAGE:
Existing: 17,724 square feet 43% of Site MOL
Proposed: 36,773 square feet 89% of Site MOL
Permitted: 39,186 square feet 95% of Site MOL

IMPERVIOUS SURFACE:
Existing: 20,678 square feet 50% of Site MOL
Proposed: 38,438 square feet 93% of Site MOL
Permitted: N/A

OPEN GREEN SPACE:
Existing: 19,788 square feet 48% of Site MOL
Proposed: 2,811 square feet 7% of Site MOL

PAVING COVERAGE:
Existing: 3,737 square feet 9% of Site MOL
Proposed: 1,665 square feet 4% of Site MOL

PARKING:
Existing: 0;
Proposed: 300; including 7 handicapped spaces
Required 293; including 7 handicapped spaces

BUILDING HEIGHT:
Existing: 50 feet
Proposed: 250 feet
Permitted: 300 feet

APPLICATION REVIEW:

I. PROCEDURAL REQUIREMENTS: The applicant has met and complied with the procedural requirements of Section 16.10.020.1 of the Municipal Code for a mixed-use development which is a permitted use within the DC-1 Zoning District.

II. DISCUSSION AND RECOMMENDATIONS:

Background:
The subject property is located at the southeast corner of 3rd Avenue North and 5th Street North in the Downtown St. Petersburg National Register District. The subject property is developed with seven (7) apartment buildings ranging from one-to-three stories in height, built between 1916 and 1921 and containing a total of 97 apartments. Four of the seven buildings are considered contributing to the Downtown St. Petersburg National Registered District. Within 200-feet of the subject property there are 12 contributing properties, four potentially eligible
structures and three local landmarks. The first landmark is located directly to the west, First Congregational Church (1923), the second is located to the northeast, Pennsylvania Hotel (1926) and the third is located to the west, Carnegie Library (1914).

The property was previously approved on November 2, 2005, for a 25-story mixed-use building with 6,000 square feet of office space, 196 dwelling units, and 307 parking spaces in six levels of structured parking, under the previous CBD-2 zoning designation. (Case #05-31000050). This approval expired on September 9, 2016.

Request:
The applicant seeks approval of a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270 dwelling units. The applicant is requesting floor area ratio bonuses. The applicant designed the project to be within the streamline approval process. However, staff’s review of the proposed site plan found that the applicant complied with all site plan review criteria, except criterion number 14, which states, “Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts.” Since the proposed development did not comply with all 16 criteria, staff does not have the authority to approve the site plan as a streamline. The Development Review Commission (DRC) is tasked with reviewing the proposed application and determining if the site plan complies with the site plan review criteria. Commissioners shall review the application against all 16 criteria and determine which criteria are relevant to the project, Commissioners may give more weight to some criteria than others and shall base their decision on those findings.

Current Proposal:
The proposed building will consist of an 18-story “U” shaped tower sitting on top of a three-story base. The first floor of the building will consist of 5,445 square feet of commercial space, residential lobby, fitness center, building services and mechanical areas, loading and dumpster compound and parking. The second floor of the building will include 5,445 square feet of commercial space and parking. Floors three and four are devoted towards parking. The fifth floor will consist of 15 residential units, mechanical areas, pool, and amenity space. Floors six through 21 will consist of 255 residential units.

Vehicular access to the parking garage will be from 3rd Avenue North. Access to the upper levels of parking will be from a traditional ramp. A loading area will be located abutting the vehicular entrance into the building and a secondary loading area will be located outside of the building adjacent to the indoor loading area. Both loading areas are accessed from 3rd Avenue North. The dumpster area will be located at the rear of the building and accessed from the existing 20-foot-wide east-west alley. Pedestrian access to the residential lobby will be from 3rd Avenue North. Pedestrian access to the commercial space will be from 5th Street North.

The proposed architectural style of the building will be contemporary. The first and second floors of the building along 3rd Avenue North and 5th Street North have been designed to incorporate traditional urban design elements. These elements include: large storefront windows that span the first two-floors of the building with equally spaced columns that break up the expansive amount of glass. The first and second story of the building is capped with a continuous cornice feature. The proposed design creates a two-story base, which is very typical of buildings built in an urban setting in the early to mid-1900s. The two-story base also screens the parking garage from the abutting streets. The third floor of the building is set back from the abutting streets and incorporates the same design elements as the base of the building. The “U” shaped tower has less detail than the base of the building, but the entire building has a
The tower utilizes an extensive amount of glazing, a smooth stucco finish and projecting balconies with glass railings. The tower is capped with architectural eye brow features and roof overhangs. These architectural elements have been incorporated on the building to help break down the overall mass of the building. The applicant worked with the City's Urban Planning and Historic Preservation Division to ensure the design of the proposed building was compatible with the abutting potentially eligible and locally designated landmarks, which are located within 200 feet of the subject property.

Pursuant to City Code Section 16.70.040.1.4.D., a Site Plan shall be guided by 16 review criteria. The applicant provided responses to all 16 review criteria (applicant's narrative attached). As part of staff's review of the Site Plan, the proposed site plan was routed to the Urban Planning and Historic Preservation Division. Staff found that the project did not fully comply with criterion number 14, which states, "Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts" (refer to attached memorandum). Staff does not object to the redevelopment of the subject property due to the fact that the subject property was previously approved for a development that was larger than the proposed building and the placement and design of the proposed building takes into consideration the existing contributing structures that are located on the subject property; as well as, the designated, potentially eligible and contributing buildings that are located within 200 feet of the subject property. The City's Urban Planning and Historic Preservation Division has included multiple conditions of approval on the Site Plan.

**FLOOR AREA RATIO BONUSES:**
The base Floor Area Ratio (FAR) within the DC-1 district is 3.0. The applicant is requesting a bonus of 4.0 FAR for a total FAR of 7.0, which can be granted administratively upon demonstration that the project qualifies for the bonuses.

The applicant is requesting approval of the following bonuses:

1. **1.0 FAR** - Make structured parking not visible from streets (not alleys) with a liner that provides uses for a minimum of the first two stories and provide an architecturally compatible design above the two-story base to create an attractive and architectural screen to structured parking.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.0. To qualify for the bonus, the applicant will be required to screen the first two stories of the parking garage along 5th Street North and 3rd Avenue North with a liner building and an architecturally compatible design above the second floor. The first two levels of the garage will be screened by two levels of commercial space along 5th Street North and a two levels of amenity space along 3rd Avenue North. The criterion has been satisfied.

2. **1.5 FAR** - Provide public art as an integral part of the pedestrian-level sidewalk area or required ground level open space, or as a decorative crown element of a building that includes night lighting. The value of such feature shall be equal to one-quarter of one percent or more of the total construction cost per 0.5 of FAR bonus. All public art shall be visually accessible to the public.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.5. The total construction cost of the project is approximately 63 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 1.5, the applicant will be required to provide
three quarters of one percent of the total construction cost towards art. Based on the estimated construction cost, a minimum of $472,500 shall be allocated towards art. The applicant proposes to install art along the pedestrian level of the building. The proposed art shall be approved by the City prior to the release of building permits. A condition has been added to this report to address this.

3. **1.0 FAR - Use transfer of development rights from a locally designated landmark or landmark site.**

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.0. To qualify for the bonus, the applicant will be required to purchase 41,249 square feet of transfer of development rights (TDRs) from a locally designated landmark or landmark site who have TDRs available. Currently, there are five landmarks that the applicant can purchase TDRs from. The holder of the TDRs will be required to obtain approval from the City’s Urban Planning and Historic Preservation Division to transfer any rights to the applicant.

4. **0.5 FAR - Provide financial support to the City's Housing Capital Improvements Projects (HCIP) Trust Fund or its successor fund equal to one-quarter of one percent or more of the total construction cost per each 0.5 of FAR bonus.**

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 0.5. The total construction cost of the project is approximately 63 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 0.5, the applicant will be required to provide one quarter of one percent of the total construction cost to the Housing Capital Improvements Projects (HCIP) Trust Fund. Based on the estimated construction cost, a minimum of $157,500 shall be paid to the HCIP Trust Fund. The applicant shall provide the funds to the City prior to the release of building permits. A condition has been added to this report to address this.

**Public Comments:**

Staff has received a few phone calls and emails concerning the proposed development, but no objections were expressed.

III. **RECOMMENDATION:**

A. Staff recommends the following:
   1. Approval of the floor area ratio bonuses; and
   2. Approval of the site plan, subject to the conditions in the staff report.

B. **SPECIAL CONDITIONS OF APPROVAL:**

1. The structured parking shall be screened from 3rd Avenue North and 5th Street North with a linear that provides a use for a minimum of the first two stories, and provide an architecturally compatible design above the two story base as required to receive the F.A.R. bonus. The final design shall be subject to approval by staff.
2. The applicant shall provide one-quarter of one percent or more of the total construction cost to the HCIP Trust Fund. The funds shall be provided to the City prior to the release of building permits.
3. City Staff shall approval the transfer of Historic Transfer of Development Rights prior to the release of building permits.
4. The applicant shall allocate three-quarters of one percent or more of the total construction cost towards public art. The proposed art shall be approved by the City prior to the release of building permits.
5. The plans submitted for permitting shall be modified as necessary to comply with the conditions of approval that are included in Urban Planning and Historic Preservation memorandum dated November 2, 2018.

6. The public sidewalk abutting the subject property shall be widened to a minimum of 10-feet prior to the issuance of the certificate of occupancy.

7. Landscaping shall be installed in the public right-of-way as required by Section 16.40.060.

8. The final streetscape and hardscape plan for the abutting streets shall be approved by Staff.

9. Building materials at the street level shall include materials such as metal, stone, brick, precast masonry, glass, stucco or other similar hard surface material. The use of dryvit, EIFS, or other artificial material shall not be permitted.

10. Bicycle parking shall be provided as required by Section 16.40.090.

11. Exterior lighting shall comply with Section 16.40.070.

12. Mechanical equipment shall be screened from the abutting rights-of-way.

13. Construction of piers and/or caissons shall be by auger method unless geotechnical data supports a finding that such a method is impractical or impossible.

14. The site plan shall be modified as necessary to comply with the comments in the Engineering Department’s Memorandum dated November 28, 2018.

C. STANDARD CONDITIONS OF APPROVAL

(All or Part of the following standard conditions of approval may apply to the subject application. Application of the conditions is subject to the scope of the subject project and at the discretion of the Zoning Official. Applicants who have questions regarding the application of these conditions are advised to contact the Zoning Official.)

ALL SITE PLAN MODIFICATIONS REQUIRED BY THE DRC SHALL BE REFLECTED ON A FINAL SITE PLAN TO BE SUBMITTED TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT BY THE APPLICANT FOR APPROVAL PRIOR TO THE ISSUANCE OF PERMITS.

Building Code Requirements:

1. The applicant shall contact the City’s Construction Services and Permitting Division and Fire Department to identify all applicable Building Code and Health/Safety Code issues associated with this proposed project.

2. All requirements associated with the Americans with Disabilities Act (ADA) shall be satisfied.

Zoning/Planning Requirements:

1. The applicant shall submit a notice of construction to Albert Whitted Field if the crane height exceeds 190 feet. The applicant shall also provide a Notice of Construction to the Federal Aviation Administration (FAA), if required by Federal and City codes.
2. All site visibility triangle requirements shall be met (Chapter 16, Article 16.40, Section 16.40.160).

3. No building or other obstruction (including eaves) shall be erected and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery, and hedges of a type approved by the City.

4. The location and size of the trash container(s) shall be designated, screened, and approved by the Manager of Commercial Collections, City Sanitation. A solid wood fence or masonry wall shall be installed around the perimeter of the dumpster pad.

**Engineering Requirements:**

1. The site shall be in compliance with all applicable drainage regulations (including regional and state permits) and the conditions as may be noted herein. The applicant shall submit drainage calculations and grading plans (including street crown elevations), which conform with the quantity and the water quality requirements of the Municipal Code (Chapter 16, Article 16.40, Section 16.40.030), to the City's Engineering Department for approval. Please note that the entire site upon which redevelopment occurs shall meet the water quality controls and treatment required for development sites. Stormwater runoff release and retention shall be calculated using the rational formula and a 10-year, one-hour design storm.

2. As per Engineering Department requirements and prior to their approval of any permits, the applicant shall submit a copy of a Southwest Florida Water Management District (or Pinellas County Ordinance 90-17) Management of Surface Water Permit or Letter of Exemption to the Engineering Department and a copy of all permits from other regulatory agencies including but not limited to FDOT and Pinellas County required for this project.

3. A work permit issued by the Engineering Department shall be obtained prior to commencement of construction within dedicated rights-of-way or easements.

4. The applicant shall submit a completed Storm Water Management Utility Data Form to the City's Engineering Department for review and approval prior to the approval of any permits.

5. Curb-cut ramps for the physically handicapped shall be provided in sidewalks at all corners where sidewalks meet a street or driveway.

**Landscaping Requirements:**

1. The applicant shall submit a revised landscape plan, which complies with the plan approved by the DRC and includes any modifications as required by the DRC. The DRC grants the Planning & Economic Development Department discretion to modify the approved landscape plan where necessary due to unforeseen circumstances (e.g. stormwater requirements, utility conflicts, conflicts with existing trees, etc.), provided the intent of the applicable ordinance(s) is/are maintained. Landscaping plans shall be in accordance with Chapter 16, Article 16.40, Section 16.40.060 of the City Code entitled "Landscaping and Irrigation."

2. Any plans for tree removal and permitting shall be submitted to the Development Services Division for approval.
3. All existing and newly planted trees and shrubs shall be mulched with three (3) inches of organic matter within a two (2) foot radius around the trunk of the tree.

4. The applicant shall install an automatic underground irrigation system in all landscaped areas. Drip irrigation may be permitted as specified within Chapter 16, Article 16.40, Section 16.40.060.2.2.

5. Concrete curbing, wheelstops, or other types of physical barriers shall be provided around/within all vehicular use areas to protect landscaped areas.

6. Any healthy existing oak trees over two (2) inches in diameter shall be preserved or relocated if feasible.

7. Any trees to be preserved shall be protected during construction in accordance with Chapter 16, Article 16.40.060.5 and Section 16.40.060.2.1.3 of City Code.

IV. CONSIDERATIONS BY THE DEVELOPMENT REVIEW COMMISSION FOR REVIEW (Pursuant to Chapter 16, Section 16.70.040.1.4 (D)):

A. The use is consistent with the Comprehensive Plan.

B. The property for which a Site Plan Review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;

C. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and County roads shall be based on the latest access management standards of FDOT or Pinellas County, respectively;

D. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;

E. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;

F. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval, of a drainage plan as required by city ordinance, County ordinance, or SWFWMD;

G. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;

H. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;
I. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;

J. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;

K. Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood;

L. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

M. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;

N. Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;

O. Sensitivity of the development to on-site and adjacent (within two-hundred (200) feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;

1. The site is not within an Archaeological Sensitivity Area (Chapter 16, Article 16.30, Section 16.30.070).

2. The property is not within a flood hazard area (Chapter 16, Article 16.40, Section 16.40.050).

P. Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;

Q. Meets adopted levels of service and the requirements for a Certificate of Concurrency by complying with the adopted levels of service for:

   a. Water.
   b. Sewer (Under normal operating conditions).
   c. Sanitation.
   d. Parks and recreation.
   e. Drainage.

The land use of the subject property is: Central Business District

The land uses of the surrounding properties are:

North: Central Business District
South: Central Business District and Institutional
East: Central Business District
West: Institutional
The proposed project consists of the redevelopment of five parcels of land approximately 41,249 square foot in total site area located at 233 5th St N, 249 5th St N, 442 3rd Ave N, 430 3rd Ave N, and 3rd Ave N. The site is bounded by 3rd Ave N to the north, a church to the east, an alley to the south, and 5th St N to the west. The site includes a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Ave N and east of 5th St N and north of the 20-foot east/west alley in the block which have both been vacated and preliminary plat approved (City File No.: 17-33000014). The project is located within the DC-1 zoning district and is designed to be consistent with the goals of the Land Development Regulations. The site includes existing multi-family residential developments of one, two, and three-story frame buildings erected in the 1920s, brick and concrete paving, and minimal green space. There is no existing off-street parking for the existing developments. The existing buildings will be demolished and the site cleared.

The proposed project is a 21-story mixed-use building with parking within the building envelope. Levels 1 and 2 include 5% of non-residential uses comprised of parking and office space. Level 1 is also comprised of entry lobby, building services, mechanical areas, loading, and refuse/recycling collection. Levels 2 through 4 include parking. Level 5 includes residential units, mechanical areas, a swimming pool, and interior and exterior amenity space for the residential units above. Levels 6 through 21 include multi-family residential use for a total of 270 units. The building is served by three elevators and two stairs. Pedestrian entry for the residential units occurs on 3rd Ave N. Vehicular traffic entry and exit occurs on 3rd Ave N and the south alley. A loading zone is proposed off of 3rd Ave N. On street parking is proposed on 5th St N and 3rd Ave N. Trash receptacles are planned to be rolled to a concrete pad on the southeast corner of the site for curbside collection by sanitation vehicles.

The building height is 250 feet which is below the 300 feet maximum base height allowable under Base approval. The building exceeds the height limitation of the Albert Whitted Airport “Horizontal Zone” and requires a determination by the FAA. The project team has filed a “Notice of Proposed Construction or Alteration – Off Airport” with the FAA with the end goal to obtain a “Determination of No Hazard” which will, in turn, be submitted to the Department of Transportation and regulatory agencies as required. Please refer to the Appendix for FAA case summary and documents.

In November of 2005 the City approved a proposal for a 25-story building on the same project site. The approval expired two years ago. The building was 341 feet above ground level (375 feet above mean sea level) and was issued a Letter of No Hazard by the FAA.

A traffic impact report has not been included with this application as per the list of required submittals for SPR. The project team was advised by the Zoning department that a report would not be required for this application.

The project site is located in the Downtown Neighborhood Association. The project team contacted the association on September 17, 2018 and has continued to be proactive by contacting them several times throughout the application process and providing application documents for their review. A neighborhood meeting has not been held for this project.

**Historic Context**
The proposed building is not located within a local historic district. The design team studied the historic structures in the area and reviewed the List of Potentially Eligible Properties published by the City of St Petersburg's Urban Planning and Historic Preservation Division for relevant properties that could inform the proposed design as well as be impacted by the proposed building and has developed design solutions to support the existing character of the neighborhood.
Historic and potentially eligible structures in closest proximity to the proposed building are highlighted in this narrative as follows.

The Poulsen Apartments located at 215 5th St N were erected circa 1921 and are situated adjacent to the proposed building, directly across from the alley. The apartment building is a 3-story brick masonry structure with the third story clad with horizontal siding although it is not clear if the siding is original to the building. The first story is elevated approximately 3ft above grade and one enters the building on 5th St N. The building includes several screened in porches on its front façade and air conditioning units along its rear and side facades. The building has a hip roof with a cornice line projecting 2-3 feet beyond the face of the building.

The northeast corner of the block is occupied by a former church and its support buildings erected circa 1923. The former church is a 1-story concrete block structure with a gable roof with a ridge that rises to approximately the equivalent of a 5-story building. Although the building has entries on 4th St N and 3rd Ave N, it anchors the corner and its main façade is on 4th St N. This is evident by the corner steeple and east/west nave orientation. The building is no longer occupied or used for any religious purpose. There are two other buildings on the block to remain that have not been identified as potentially eligible structures.

The Courtyard hotel (formerly the Pennsylvania Hotel) on the southeast corner of 3rd Ave N and 4th St N is a 8-story brick masonry structure erected in 1926. Similar to the former church to the south of the hotel, the building’s primary frontage and approach is on 4th St N. the building spans the half block from 3rd Ave N to an alley and has no stepbacks.

The St Petersburg Mirror Lake Library is located to the northwest of the project site and across 5th St N. The library is bounded by 5th St N to the east, Mirror Lake Dr N to the north, Mirror Lake to the west, and 5th St N and paved parking to the south. The library is the terminus of the axis marked by 3rd Ave N, is buffered from the streets by landscaping and trees, and is situated atop a knoll. Due to its location, the library commands its place as the centerpiece of Mirror Lake and will not be negatively impacted by the proposed building.

Design Concept Within the Historical Context
From initial concept to the current design, the building is designed to be sensitive to the surrounding structures, neighborhood, and the historic streetscapes of the area in respect to their scale, mass, building materials, as well as other impacts.

The basic configuration of the building is a 17-story residential “U-shaped” tower on a 4-story parking and mixed-use base. To be sensitive to the surrounding structures and the 5th St streetscape, the building’s base follows the 3-story design of the adjacent residential building to the south. The adjacent residential building is a 3-story structure with the first two stories being enclosed, brick structured porches, and the third story a siding-faced wall with simple window openings. The base of our proposed building follows the vertical breakdown of the adjacent building with a 2-story office façade wrapping the garage along 5th St and the residential entry and amenity on 3rd Ave. The first two stories also follow the basic design concept of the historic hotel, the Courtyard, on 4th St and 3rd Ave in that both buildings include a base at street level and a residential tower on top with a formal rhythm of punched openings. Both buildings include a change of material between the base and the tower and each is treated with generously sized windows to create a strong connection to the street.

The third and fourth stories of the building are designed as an architectural screen shielding the parking. This screen appears as a windowed façade, set back from the lower portion of the façade. The base design maintains the overall 3 to 4-story streetscape along 5th St. Further, our design provides for foundation landscaping along the 5th St frontage.
This design concept continues on along 3rd Ave. Our building responds to the scale of the former church directly to the east, again in maintaining the 3 to 4-story scale of the 3rd Ave street frontage. To further draw on the character of the surrounding structures, we are using the gray tones of the stone on the church façade and Courtyard hotel for the facing materials and colors of our building’s base and tower.

In contrast to the proposed buildings base, the tower is designed to recede in importance, especially along the 3rd Ave and 5th St streetscapes. Along 3rd Ave, the residential stories step back from the base an additional 10 feet above the 4th story. On the 5th St frontage the residential stories step back significantly, 30 feet at the closest and over 80 feet at the south end. The farthest point of the “U-shaped” tower is nearly 120 feet from the 5th St façade.

On the interior property line and alley sides, the proposed building also steps back to respect the adjacencies of the church and the potentially historic residential building. On the church side, our proposed building has a 15 foot setback at the base and then steps back another 15 feet for the residential tower above. This is a significant improvement to the area as the existing buildings are set on the property line. On the alley side, the proposed building base steps back a few feet while the tower steps back 30 feet from the centerline of the alley.

In relation to the Mirror Lake Library, the impact of our proposed building is greatly mitigated by the distance from the library, the lowest portions of our building facing the Library, and the library’s direct frontage on 3rd Ave. The proposed building fronts the library’s parking across 5th St rather than the historic structure itself.

As described in this narrative, the design effectively maintains the scale and massing of the existing and adjacent structures at the streetscape. The effect of the tower portion of the building is minimized by the significant setbacks from the street fronts, especially along the 5th St frontage, and the base and tower façade designs draw on the historic architecture, materiality, and color palette of the buildings in the neighborhood.

BuildingEnvelope

The project complies with all setback and height requirements. The building is designed in a modern architectural style. The primary exterior building cladding materials include cement plaster, sealed concrete, and aluminum framed storefronts and windows. Accent decorative elements include fiber cement panel clad street level overhangs and column enclosures. The parking levels will be screened. The first two parking levels are screened on the two street fronts by office space and the upper two levels with residential uses and decorative pre-finished screens. Aluminum and glass railings are proposed for unit balconies and the terraces at the amenities level.

Vehicle and Bicycle Parking

All vehicle parking for the building occurs inside the parking structure. The parking provides 295 spaces on 4 levels which exceeds the minimum required 293 spaces. Self parking is proposed on all levels. Parking meets ADA requirements.

Short-term bicycle parking is proposed on grade and level two for both commercial and residential uses. Bicycle racks are designed near the entry and away from the sidewalks to not obstruct pedestrian flow. Long-term bicycle parking is proposed in enclosed garage spaces on levels two, three, and four.

Landscaping and Exterior Conditions

Landscaping is proposed on 3rd Ave N and 5th St N street fronts as well as within the east building setback.
Bonuses
The building design aims to maximize the FAR under the Streamline bonus approval procedure. The maximum intensity allowable for buildings in the DC-2 zoning district east of Dr. Martin Luther King, Jr. St is 3.0 through the Base approval process and up to 7.0 through the Streamline process. The following are the anticipated FAR bonuses to reach an FAR of 7.0. The project team will meet with the City to discuss these items and finalize the bonus category and bonus quantity.

1. 1.0 bonus FAR is proposed by making structured parking not visible from streets for the first two levels.
2. 1.5 bonus FAR is proposed by providing public art visually accessible to the public. The project proposes a sculpture or series of sculptures located along a street frontage between levels 1 and 2. An artist will be selected whose portfolio will be submitted to the City for review.
3. 0.5 bonus FAR is proposed by supporting workforce housing by providing financial support to the City's fund or designating workforce housing units within the building.
4. 1.0 bonus FAR is proposed by supporting the preservation of landmarks and landmark sites by the use of transfer of development rights (TDRs) from a locally designated landmark or landmark site.

End of Narrative
SUPPLEMENTAL NARRATIVE FOR SITE PLAN APPROVAL REQUEST

The applicant is Cara FL Properties LLC (the "Applicant") and it owns 5 adjacent parcels totaling approximately 41,249 square feet which are located in downtown St. Petersburg, Florida on the Southeast corner of 5th Street North and 3rd Avenue North (the "Subject Property").

The Subject Property is located in the DC-1 zoning district. The Applicant is requesting a site plan approval for a proposed 21-story mixed-use development ("the Project").

The Project will include a 4-story, mixed use podium parking garage that is compatible to the heights of the immediate surrounding properties on the block. The parking garage will be lined with 2 stories of commercial space for all street facing facades at the ground floor, and it will contain a mixture of bicycle storage uses and aluminum screening for floors 3-4.

The Project will additionally have two connected residential towers for floors 5-21 that will give the Project a total of 270 units. In order to maintain compatibility with the neighborhood, on street facing
frontages the Project will include additional step backs beyond the 4-story mixed use parking garage to show an articulation and focus on the mixed use parking garage at the ground level. On 5th Street N., the Project’s primary street façade, the 5-21 story step back will range from 25' to 121' beyond the 4 story mixed use parking garage frontage. On 3rd Avenue N., the Project’s secondary street façade, the step back will be 10' beyond the parking garage. A drawing of the setback lines is attached as “Exhibit A.”

This offset concept of setting back the residential towers on the Project’s primary street is similar to many of the high rise buildings that were developed on Beach Drive. However, this additional step back is required for taller buildings on Beach Drive in the DC-3 zoning district and it is not required by the Subject Property’s DC-1 zoning district. The Applicant is voluntarily creating these additional step backs to ensure that the Project is compatible with the surrounding buildings.

**EXISTING USE**

The Subject Property is primarily used for residential purposes. It is underdeveloped and it only includes 100 units scattered throughout
multiple buildings. Many of these buildings are beyond useful life, do not have central air conditioning, and are of poor living standard quality. These buildings are also not energy efficient to meet today's new construction standards.

SITE HISTORY

In November, 2005, the Subject Property was previously approved for a 25-story building. That site plan expired on September 9th, 2016. The previous approval was at a height of 341 feet which is 91 feet taller than the proposed Project.

Additionally, according to conversations with City staff, the existing buildings on the Subject Property were previously analyzed to be added to the List of Eligible Properties list for historic designation in 2005. It was determined by the City that the Subject Property and its existing buildings do not meet the criteria for designation.

SURROUNDING USES

The Subject Property is located within downtown St. Petersburg within the DC-1 zoning district. The DC-1 zoning district is the 2nd most intense zoning district in the City and it is where tall buildings
are to be located. This is what is contemplated in the City of St. Petersburg Comprehensive Plan and Vision 2020.

Within the boundaries of downtown St. Petersburg there are multiple examples of mixed-use developments that far exceed the height of the Project. They include:

- Parkshore Plaza – A 29 story building located North of the Subject Property.
- 400 Beach – A 29 story building located North of the Subject Property.
- Signature Place – A 36 story building located South of the Subject Property.
- The Ovation – A 26 story building located South of the Subject Property.
- The One – A 41 story building located South of the Subject Property.

Additionally, the Project is 50 feet less than the maximum height allowed by the DC-1 zoning district the Subject Property is located in.
NEIGHBORHOOD ASSOCIATION

The parcel is located within the Downtown Neighborhood Association ("St. Pete DNA") district. The proposed site plan has been provided to the St. Pete DNA and the St. Pete DNA is not opposed to site plan approval for the Project.

AFFORDABILITY

The Applicant's Project will create much needed increases in apartment supply in downtown St. Pete. The Project will grow the supply of net units by 170 units.

Additionally, Provision LU3.5 of the City of St. Petersburg Comprehensive Plan states: *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.*

The Subject Property is currently assessed at a total valuation of $2.6 million that netted the City of St. Petersburg $17,585 in total property taxes in 2017. It is estimated that the Project will increase the tax value to be over $69,000,000 (construction costs). At a millage of 6.7550, it is estimated that the Project should yield $466,095 in annual
City property taxes, which gives a $448,510 net increase in annual City property taxes collected. The Project has the potential to fund the affordable housing development fund by approximately $450,000 per year in additional property tax revenue, which will almost double the City's existing affordable housing fund ($250,000 allocated for 2018).

RESPONSES TO RELEVANT FACTORS FOR SITE PLAN APPROVAL:

1. The use is consistent with the Comprehensive Plan:

   The following policies and objectives from the Comprehensive Plan are applicable:

   **LU2.2** The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.

   **LU2.3** To attract large scale quality development and assure the proper coordination, programming and timing of City services in the activity centers the City shall continue to develop, evaluate and implement appropriate activity center development incentives.

   **LU2.5** The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing
new development to infill and redevelopment locations where excess capacity is available.

**LU3.2** Development shall not exceed densities and intensities established within this Future Land Use Element except where allowed by the land development regulations.

**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.

**LU3.8** 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.

**LU3.15** The Land Use Plan shall provide housing opportunity for a variety of various age, sex, race, and income by providing a diversity of zoning categories with a range of densities and lot requirements.

**LU3.18** All retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets.
without impairing the efficiency of operation of these streets, and with proper facilities for pedestrian convenience and safety.

**LU5.3** The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

**LU11.2** The need for redevelopment should be assessed based on the following factors; 1) building conditions, 2) socio/economic characteristics, 3) land to improvement value ratios, 4) non-conforming uses and 5) potential for private investment.

2. **The property for which a site plan review is requested shall have valid land use and zoning for the proposed use prior to the public hearing:**

   The subject property has a valid land use, Central Business District (with Activity Center Overlay), along with Downtown Center-1 zoning.

3. **Ingress and egress of the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and**
control, provision of services and serving of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and county roads shall be based on the latest access management standards of FDOT or the county, respectively:

The Project will meet all City Code requirements when constructed.

4. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping:

The Project will meet all Code requirements. It will provide bike storage on floors 2, 3, and 4 of the parking garage, and biking racks are provided near entry points and away from sidewalks.

5. Traffic impact report describing how this Project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the Project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts:

The Project will meet all Code requirements. A majority of the automobile traffic generated will be from residential use, which is much less intensive than office and other commercial uses.
6. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of the on-site retention systems. The Commission may grant approval of a drainage plan as required City ordinance, county ordinance, or SWFWMD:

The Project will meet all City Code requirements when constructed.

7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties:

The Project will meet all City Code requirements when constructed.

8. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape:

All open space will be located at the edge of the property and will maintain the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape. The sidewalk orientation will be similar to the existing use.

9. Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan:
The former church property to the immediate east of the Subject Property is used for residential purposes and there are plans to develop the former church sanctuary to commercial use. To the south of the Subject Property, St. Petersburg City Hall is primarily used for office purposes. The Pennsylvania Hotel, near the Subject Property is used for a hotel. The nearby Carnegie Mirror Lake Library will be benefited from additional nearby residents and office tenants.

The Project's nonresidential and residential uses are compatible with the surrounding historic sites.

10. **Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood:**

The Project will have a positive impact on property values in the neighborhood. As mentioned above, the Project is consistent with LU3.5 which states: *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.* The Subject Property is currently only assessed at a total valuation of $2.6 million. If the Project is assessed at
estimated construction costs upon completion, the new taxable value of the Subject Property will be $69 million.

11. **Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood:**

   The Project will have a positive impact on the living and working conditions of the Subject Property, as well as the neighborhood.

12. **Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances:**

   The Project meets all City Code requirements and is separated from buildings by alleys or streets on three sides of the building (North, South, and West). The former church property directly East of the Subject Property and the Project back up to each other at the rear of each site. The proposed site plan creates a 15 foot buffer at the ground level and a 30 foot setback above four stories of the project. There will be much more separation between the former church site and the Project than what currently exists with the existing buildings on the Subject Property today. The former church has not been used as a church since 1988. The application and the exhibits have been provided
to the owner of the former church property. It is our understanding that the owner of the former church property supports this application.

All of the other properties to the South of the former church property and the immediately East of the Subject Property are not on the shared lot line. They are separated from the Subject Property by a much greater distance than the former church. There will have be no adverse impacts on these properties from the development of the Project.

13. Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof:

The Project will meet all City Code requirements when constructed.

14. Landscaping and preservation of natural and manmade features of the site including trees, wetlands, and other vegetation:

The Project will meet all City Code requirements when constructed

15. Sensitivity of the development to on-site and or adjacent (within 200 feet) historic or archaeological and resources related to scale, mass, building materials, and other impacts:
The Subject Property is not in a local historic district. The Project is within 200 feet of the Carnegie Mirror Lake Library and the Pennsylvania Hotel, both of which are designated as local landmarks and the Paulsen Apartments to the south at 225 5th Street N is on the List of Eligible Properties and the Orange Blossom Catering is on the List of Eligible Properties. Each of these buildings are separated from the Project by a public right of way, 3rd Avenue, 5th Street, or the east-west alley between 2nd and 3rd Avenues. In fact, the entire Project will be surrounded by either alleys, streets, or minimum buffers of 15' (30' for floors 5-21) to the East to minimize impact on all other buildings in the nearby vicinity. Additionally, none of the historic properties are oriented towards the Project, except for the Carnegie Mirror Lake Library.

Throughout the downtown area there are tall buildings located across public right of ways from designated buildings. Some examples are The One condominium across the street from the Ponce de Leon Hotel, BB&T building across the street from the Snell Arcade building, One Progress Center across the street from the Detroit Hotel, and the 15-story Peterborough Apartments across the street from the Trinity
Lutheran Church at 467 4th Avenue N which is on the List of Eligible Properties. All of these designated buildings are existing and thriving even though they are within 200 feet of tall buildings. Given these examples, there is no reason to conclude the Project will adversely affect the historic buildings it will be near to.

Additionally, as mentioned above, the Project is designed to be sensitive to impacts on the surrounding buildings and the surrounding neighborhood. The Project is 50 feet below the maximum height allowed in the DC-1 zoning district and it is massed and scaled appropriately for the DC-1 zoning district. The mixed use parking garage is designed to be 4 stories which is compatible with the adjacent buildings and the Project is also designed to have a greater 5th story step back. On the Project’s primary street façade on 5th Street, the towers will be stepped back from a range of 25’ feet to 128’ feet from the parking garage street frontage. At the ground level, the mixed use parking garage will draw the attention of the pedestrian. This is very similar to what the City Code requires in the DC-3 zoning district for Beach Drive. This level of step back is not required in the DC-1 zoning district, however the Applicant is voluntarily designing the Project in
this manner to make the Project compatible with the surrounding buildings.

16. **Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones:**

   Not applicable, the Subject Property is not in the Pinellas County Hurricane Evacuation Zone.

17. **Meets adopted levels of service and the requirements for a certificate of concurrency by complying with the adopted levels of service for:**


   This project will not result in the City not meeting its adopted levels of service for water, sewer, sanitation, parks and recreation, and drainage.

   The Project will meet all City Code requirements when constructed.
To: Jennifer Bryla, Zoning Official, Development Review Services Division
From: Derek S. Kilborn, Manager, Urban Planning and Historic Preservation Division
Date: November 2, 2018
Subject: Application Case No. 18-31000016
440 3rd Avenue North, St. Petersburg, Florida 33701

Pursuant to City Code Section 16.70.040.1.4.D, a Site Plan Review ("SPR") decision shall be guided by more than 16 factors, described alternatively as criterion. Criterion No. 14 states:

"Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts."

The purpose of this memorandum is to provide a detailed response relating to historic preservation and any impacts that may extend from this development proposal.

Introduction

The City of St. Petersburg values historic preservation through the Historic Preservation Element of the St. Petersburg Comprehensive Plan and the St. Petersburg City Code, Chapter 16, Section 16.30.070 titled, "Historic and Archaeological Preservation Overlay."

Historic preservation is recognized through listing in the National Register of Historic Places ("NRHP") and local landmark designation and listing in the St. Petersburg Register of Historic Places ("SPHP"). In addition to listing in the National and St. Petersburg Register of Historic Places, select historic properties may also be listed as potentially eligible for local landmark designation ("PEL") meaning they have been identified as potentially eligible for local landmark designation but have not been formally processed and approved for listing in the St. Petersburg Register of Historic Places. Inclusion on the potentially eligible list requires a 30-day stay of demolition and public notification, when an application for demolition permit is formally submitted. If a third-party designation application is received during the 30-day stay, then the designation application must be resolved before the demolition permit may be released.
**Property Information**

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- Code = Lot code labelled on Sheets C02.1, C02.2, C02.3, and C02.4
- Parcel = Parcel code labelled on Sheet C02.2

The subject property was historically subdivided with eight (8) platted lots, now existing as five (5) distinct parcels supporting seven (7) buildings ranging from one- to three-stories.

**National Register of Historic Places**

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</tr>
<tr>
<td>233 5th St. No.</td>
<td>1931172100600000060</td>
<td>Bldg. 1: Devoe Apartments</td>
<td>1920</td>
<td>PH0500</td>
<td>Contributing</td>
</tr>
<tr>
<td>233 5th St. No.</td>
<td>1931172100600000060</td>
<td>Bldg. 2: (No Historic Name)</td>
<td>1920</td>
<td>-</td>
<td>Contributing</td>
</tr>
</tbody>
</table>

1. FMSF = Florida Master Site File (formerly Historic Structure Form), see Attachment A
2. DTSP-NR = Downtown St. Petersburg National Register District

The Downtown St. Petersburg National Register District was established in 2004 and includes a diverse collection of buildings constructed between 1888 and 1954. Apartment buildings distributed throughout the district and featured on the subject property were built mainly to house seasonal residents. This building type first appears on 1913 Sanborn maps and becomes very common within the district during the 1920s.

Apartment buildings were both frame and masonry construction, rectangular in plan, and generally 2- to 4-stories high. Access to living units was typically through central hallways or by way of exterior porches and stairs. In style, these buildings were range from cheaply constructed Frame Vernacular buildings to elegant, masonry Mediterranean Revival buildings. The Hunt Apartments, located at 442 3rd Avenue North, is identified in the district narrative as, “…a striking example of the Mission style…” and the neighboring Poulson Apartments, located at 215 5th Street North is described in the district narrative as one of the largest.
The subject property includes four (4) contributing buildings and three (3) noncontributing buildings to the Downtown St. Petersburg National Register District. Consequently, the proposed development will require elimination of four (4) contributing buildings in the National Register district thereby compromising its ability to satisfy Criterion No. 14, noted above.

Within 200-linear feet of the subject property, there are an additional 12 contributing properties and five (5) non-contributing properties in the National Register district. These are identified on the map included as Attachment B.

St. Petersburg Register of Historic Places

The subject property does not include any local landmarks nor is it located within a local historic district.

Within 200-linear feet of the subject property, there are three (3) local landmarks. These are listed below and included as Attachment B.

<table>
<thead>
<tr>
<th>Address</th>
<th>Parcel ID</th>
<th>Building Name</th>
<th>Built</th>
<th>FMSF</th>
<th>SPHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>236 4th St. No.</td>
<td>193117744660180020</td>
<td>First Congregational Church</td>
<td>1923</td>
<td>P10495</td>
<td>Individual</td>
</tr>
<tr>
<td>300 4th St. No.</td>
<td>19311774466090130</td>
<td>Pennsylvania Hotel</td>
<td>1926</td>
<td>P100282</td>
<td>Individual</td>
</tr>
<tr>
<td>280 5th St. No.</td>
<td>19311758210010010</td>
<td>Carnegie Library</td>
<td>1914</td>
<td>P100285</td>
<td>Individual</td>
</tr>
</tbody>
</table>

1. FMSF = Florida Master Site Form (formerly Historic Structure Form). see Attachment A
2. SPHP = St. Petersburg Register of Historic Places

Potentially Eligible List (“PEL”)

The identification and listing of property as potentially eligible means that, based on a preliminary assessment, the subject property likely qualifies for designation as a local landmark. It does not mean that a listed property is, or will shortly become, a designated local landmark. The process for becoming a designated local landmark is very specific, includes at least two (2) public hearings, the participation of the property owner, and approval of an ordinance by the City Council.

The original PEL was first conceived in 2005 at the request of then-Mayor Rick Baker. Following a public meeting with the then-named Historic Preservation Commission on December 6, 2005, the PEL was approved by the Mayor and formally established on January 3, 2006. A recent effort in 2016 to update the PEL was deferred by the City’s Community Planning and Preservation Commission (“CPPC”) and was only recently scheduled for a new review on December 11, 2018.

The subject site does not include any properties listed in the 2006 PEL. Further, the subject site does not include any properties listed in the proposed 2016 update. The 2016 update was a conservative effort based almost exclusively on previously recorded Historic Structure forms, now known as Florida Master Site File forms.
In 2001, *Historic Structure forms* were completed for the subject site by Pan-American Consultants, Inc., a private firm specializing in historic property assessment. (These forms are identified by their FMSF number, for e.g. P110406, and attached.) Each form includes a section titled “Surveyor’s Evaluation of Site” and answers several questions including: 1) Potentially eligible for local designation; 2) Individually eligible for National Register; and 3) Potential contributor to National Register District. The answers to these questions were the basis for determining whether buildings should be included in the 2016 update.

<table>
<thead>
<tr>
<th>Address</th>
<th>Building Name</th>
<th>FMSF</th>
<th>Potent. Elig.</th>
<th>Individually Elig. for NR</th>
<th>Potent. Contrib. NR</th>
</tr>
</thead>
<tbody>
<tr>
<td>420 3rd A/N</td>
<td>Bldg. 1: Lucerne Apartments</td>
<td>P110410</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>420 3rd A/N</td>
<td>Bldg. 2: Lucerne Apartments</td>
<td>P110410</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>430 3rd A/N</td>
<td>Baywalk Apartments</td>
<td>P110408</td>
<td>Ineligible</td>
<td>Ineligible</td>
<td>Contributor</td>
</tr>
<tr>
<td>430 3rd A/N</td>
<td>(Vacant)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>442 3rd A/N</td>
<td>Hunt Apartments</td>
<td>P110407</td>
<td>Ineligible</td>
<td>Ineligible</td>
<td>Contributor</td>
</tr>
<tr>
<td>249 S/N</td>
<td>Parkview Apartments</td>
<td>P110406</td>
<td>Ineligible</td>
<td>Ineligible</td>
<td>Contributor</td>
</tr>
<tr>
<td>233 5th S/N</td>
<td>Bldg. 1: Devoe Apartments</td>
<td>P110500</td>
<td>No Determination</td>
<td>No Determination</td>
<td>Contributor</td>
</tr>
<tr>
<td>233 5th S/N</td>
<td>Bldg. 2: (No Historic Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

1. FMSF = Florida Master Site Form (formerly Historic Structure Form), see Attachment A
2. Not noted on form but eventually registered as "contributing"

Despite the noted “ineligibility” of several structures for local landmark designation in 2001, the continued loss of three-story apartment buildings, designed in the configuration of the Parkview Apartments and Devoe Apartments, elevates their historic relevance and may now qualify them for consideration as extant examples of early frame apartment buildings downtown.

Within 200-linear feet of the subject property, there are four (4) potentially eligible properties. These are listed below and included as Attachment B.

<table>
<thead>
<tr>
<th>Address</th>
<th>Parcel ID</th>
<th>Building Name</th>
<th>Built</th>
<th>FMSF</th>
<th>PEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>232 4th St. No.</td>
<td>193117744660180021</td>
<td>Cohum Apartments</td>
<td></td>
<td>P110494</td>
<td>Individual</td>
</tr>
<tr>
<td>220 4th St. No.</td>
<td>193117744660180151</td>
<td>Orange Blossom Catering</td>
<td></td>
<td>P103045</td>
<td>Individual</td>
</tr>
<tr>
<td>200 4th St. No.</td>
<td>193117744660180152</td>
<td>Randolph Hotel</td>
<td></td>
<td>P103046</td>
<td>Individual</td>
</tr>
<tr>
<td>215 5th St. No.</td>
<td>193117744660180080</td>
<td>Poulsen Apartments</td>
<td></td>
<td>P110490</td>
<td>Individual</td>
</tr>
</tbody>
</table>

1. FMSF = Florida Master Site Form (formerly Historic Structure Form), see Attachment A
2. PEL = Potentially Eligible List

**Previously Approved Site Plan, 2005 (Case No. 05-31000050, La Vista)**

On November 2, 2005, the City’s Environmental Development Commission (“EDC”), now known as the Development Review Commission, approved a proposed site development plan for a 25-story (341 feet above ground level) mixed-use building with 6,000 square feet of office space, 196 dwelling units, and six-levels of structured parking.
The 2005 approved plan included a building height significantly higher than the proposed plan. The approved plan was for 341-feet above ground level and 375-feet above mean sea level. The proposed plan is for 250-feet above ground level, a difference of 91-feet and reduction of 27 percent (%). The approved plan also included a base height significantly higher than the proposed base height. Most significantly, the approved plan situated the tower element along the front streetscape making it much less contextual than the proposed plan under review.

According to the city records, there were no public comments relating to historic preservation. The staff report noted receipt of several public comments, each supporting the approved plan. Two (2) conditions of approval protecting granite curbs, the brick alley, and hex-shaped sidewalk pavers were added by City Staff.

Current Site Plan Proposal

On balance, the proposed site development plan is sensitive to development on adjacent sites:

- **Overall Building Height.** According to the applicant's submission, the overall building height is 250-feet. As previously noted, this proposed plan is 91-feet shorter (27 percent) than the previously approved plan. Compared to adjacent buildings, the proposed overall building height is substantially taller than the existing 2- to 4-story buildings located north (across 3rd Avenue North), south (across public alley), and east. However, the overall building height is mitigated by use of a building pedestal and alignment of the tower element at the easternmost property line.

- **Base (Pedestal) Height.** According to the applicant's submission, the base (pedestal) height is approximately 40 feet. While the proposal slightly exceeds the height of adjacent buildings along 3rd Avenue North and 5th Street North, the design team has considered horizontal continuity with the height of surrounding buildings. Furthermore, the facade includes certain design elements that further reduce the perception of height by: 1) articulating the top level through incorporation of a small setback along 5th Street North; 2) articulating the top level through variation in fascia design and color; 3) incorporation of a heavy, horizontal band and cornice detail throughout both street-facing facades; and 4) installation of awnings. These design elements will help minimize the visual impact of the base (pedestal) height and overall building.
While the following comment does not equal or substitute for the irreplaceable value of preserving the existing buildings on site, the applicant's proposal appears to replicate the current building configurations demonstrating a two-story base, with articulated third story.
• **Tower Setback.** The proposed site development plan aligns the tower element at the easternmost property line. This position minimizes the visual impact upon the park-like setting of the 5th Street North corridor. The tower is further obscured by the building pedestal, which contributes to the more pedestrian design and experience of this high-rise building.

![Tower setback minimizes impact on park-like setting of 5th Street North](image1)

![Pedestrian line-of-sight from 5th Street North](image2)

• **Visibility to Character Defining Elements.** With any proposal, a primary concern is whether the new construction will obscure visibility to character defining elements of the neighboring local landmark and potentially eligible properties. In this instance, the proposal does not obscure character-defining elements of the First Congregation Church (Local Landmark, 256 4th Street North) and Poulsen Apartments (Potential Eligible, 215 5th Street North).
Vehicle Access. Vehicle access is proposed along 3rd Avenue North. This is the preferred location for several reasons: 1) 5th Street North has excellent walkability that compliments the park-like setting of Carnegie Library, west of the corridor; and 2) the proposed location is immediately adjacent to an existing curb cut and garage at the First Congregation Church, a designated local landmark.

Conclusions

Based on the information provided, the City’s Urban Planning and Historic Preservation Division finds that the proposal is not consistent with City Code Section 16.70.040.1.4.D, Criterion No. 14:

"Sensitivity of the development to on-site and or adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts."

The proposal is not consistent with Criterion No. 14 because it will result in demolition of four (4) contributing resources to the Downtown St. Petersburg National Register District. Despite this obvious conclusion, the applicant has demonstrated sensitivity toward adjacent historic resources using the building orientation and design elements described above.

Recommended Conditions of Approval

If the SPR 18-31000016 is approved, historic preservation staff recommends the following conditions of approval:

1. Brick and Granite Curbing.

   Brick and granite curbing in the vacated alley(s) are protected by City ordinance and shall remain the property of the City of St. Petersburg.
   a. Brick and granite curbing shall be neatly stacked, palletized, and delivered to the City’s general maintenance yard located at 1635 - 3rd Avenue North.
   b. Prior to removal of brick and granite curbing, contact Robert “Bob” Taylor, 727-892-5077, Stormwater, Pavement, & Traffic Operations, to arrange a site visit. The purpose of the site visit is to verify quantities of materials to be removed and to arrange a time when the City will accept the materials delivery and provide written verification of quantities of materials delivered to the City by the contractor.
   c. The applicant shall provide Staff with written confirmation that the materials have been delivered prior to issuance of a Certificate of Occupancy.
   d. Where proposed curb cuts intersect with existing, granite curbing, the granite curbing shall be retained and lowered flush with the curb cut grading.
2. **Hex-Shaped Sidewalk Pavers.**

Hex-block sidewalks in the public rights-of-way are protected by City ordinance.

a. The property owner [applicant or successors] shall be solely responsible for the protection, removal, and reconstruction of any adjacent hex-block sidewalks and granite curbing within the public rights-of-way.

b. A right-of-way permit shall be obtained prior to the commencement of any site work.
c. Prior to the commencement of demolition on-site, hex-shaped sidewalk pavers shall be neatly stacked, palletized, and delivered to the City’s general maintenance yard located at 1635 - 3rd Avenue North.

d. Prior to removal of hex-shaped sidewalk pavers, contact Jimmy Lewis, 727-893-4158, Stormwater, Pavement, & Traffic Operations, to arrange a site visit. The purpose of the site visit is to verify quantities of materials to be removed and to arrange a time when the City will accept the materials delivery and provide written verification of quantities of materials delivered to the City by the contractor.

e. Hex-shaped sidewalk pavers shall be returned to the public right-of-way along 3rd Avenue North and added along 5th Street North. The hex-block sidewalk shall replicate the historic two-tone color pattern of intermittent dark-gray pavers.
3. **Salvage Historic Wood Windows.**

Prior to demolition, the property owner [applicant or successors] shall deconstruct by carefully removing the historic wood windows and making the window materials available for salvage or donation. City of St. Petersburg’s historic preservation staff will help facilitate vendor connections, if needed. Please note, the required deconstruction may qualify for certain tax benefits, previewed in this Washington Post article dated August 25, 2016: https://wapo.st/2JBvhpv.
4. **Demolition and Building Permit(s).**

Final approval and release of a demolition permit shall be conditioned on the submission of a complete set of construction drawings for new construction. The submission shall first be determined complete by the Building Official or person officially designated for making such determinations. While not an official COA, historic preservation staff will review the demolition and building permit for new construction to confirm compliance with the above conditions.
**HISTORICAL STRUCTURE FORM**

**Site #8: P110406**

First site form recorded for this site? *Original documentation, site not recorded at FSF*

Identifying code (field date): 200101

Field Date: 01/18/2001

Form Date: 02/21/2001

Site name(s): PARK VIEW APARTMENTS

[Other name(s)]: **blank**

Mult. list #: **blank**

Survey names: ST. PETERSBURG PRESERVATION INC. SURVEY

Survey #: **blank**

National register category: Building(s)

**LOCATION & IDENTIFICATION**

Street Number/Direction/Name/Type/Suffix Direction: 2491/5TH/Street/North

Cross streets nearest/between: CORNER OF 5TH STREET AND 3RD AVE N

City/town: ST. PETERSBURG

In current city limits? Definitely within the limits of city

County: PINELLAS

Tax parcel #: **blank**

Subdivision name: **blank**

Block: **blank**

Lot no.: **blank**

Ownership type: Private-corporate-for profit

Name of substract (e.g., park): **blank**

Route to (or vicinity of): EAST ON 4TH AV N, TURN ON 5TH ST N, CROSS 3RD AVE N, ON E SIDE OF ST

**MAPPING**

USGS map name/year of publication or revision: ST. PETERSBURG/1956

Township/Range/Section/Qtr: 31 South/17 East/19/**

Irregular section: **blank**

Landgrant: **blank**

UTM Zone/Easting/Northing: 12/338420/3073100

Plat or other map (map's name, location): **blank**

**DESCRIPTION**

Style: Frame Vernacular. Any date

[Other style]: **blank**

Exterior plan: Rectangular

[Other exterior plan]: **blank**

No. stories: 3

Structural system(s): Wood frame

[Other structural system(s)]: **blank**

Foundation types: Piers

[Other foundation type]: **blank**

Foundation materials: Brick

[Other foundation materials]: PIERCED BRK & CONC INFIL

Exterior fabrics: Vinyl, Stucco, Shingles, unspecified or asphalt composition

[Other exterior fabrics] **blank**

Roof types: Gable

[Other roof types]: **blank**
Roof materials: Composition shingles
[Other roof materials]: ** blank **
Roof secondary structures (dormers etc): ** blank **
[Other roof secondary structures]: ** blank **
Chimney no.: ** blank **
Chimney materials: ** blank **
[Other chimney materials]: ** blank **
Chimney locations: ** blank **
Windows (types, materials, etc.): WOOD DHS / JU WITH ALUMINUM FRAME SCREENS
Main entrance (stylistic details): CENTER PORCH, STEPS, RUSTICATED BLOCK, TRANSOM/SIDE LIGHTS, BALCONY
# of open porches: 1
# of closed porches: ** blank **
# of incised porches: ** blank **
Porch locations: FRONT
Porch roof types: FLAT ROOF
Exterior ornament: 3-SIDED BAY WINDOW ON 2ND FLOOR, BRACKETS, RAILING ON BALCONY
Interior plan: ** blank **
[Other interior plan]: ** blank **
Condition: Good
Narrative description: ** blank **
Commercial surroundings (proportion): Some cultural resources show quality (>10%-<50%)
Residential surroundings (proportion): Some cultural resources show quality (>10%-<50%)
Institutional surroundings (proportion): Some cultural resources show quality (>10%-<50%)
Undeveloped surroundings (proportion): No/few cultural resources show quality (<10%)
Ancillary features (no., outbuildings, etc.): ** blank **
Artifacts or other remains: ** blank **
FMSF Archaeological form completed? No. Archaeological Form not done

HISTORY

Construction year (e.g. C1933, 1936+, 1936-): 1916
Architect (last name first): ** blank **
Builder (last name first): ** blank **
Change status/year changed/date noted/nature: Altered not according to the Secretary's standards/**/**/**
Original, intermediate, present uses/year started/year ended: Commercial and apartments/**/**: Commercial and apartments/**/**
[Other uses]: ** blank **
Ownership history (esp. original owners): ** blank **

RESEARCH METHODS

Research methods: Florida Site File search for this property, Windshield**
[Other research methods]: ** blank **

SURVEYOR'S EVALUATION OF SITE

Potentially eligible for local designation? Ineligible for a local register of important sites
Local register eligible for: ** blank **
Individually eligible for Nat. Register? Ineligible for NR, considered independently
Potential contributor to NR district? Potential contributor, National Register district
Area(s) of historical significance: ** blank **
[Other historical associations]: ** blank **
Explanation of evaluation: Potential contributor to district because of time period of construction in the neighborhood.

DOCUMENTATION (PHOTOS, PLANS, ARTIFACTS)

Repositories: Collection/Housed/ACC#/Describe ** blank **
Recorder name (last name first): PANAMERICAN CONSULTANTS, INC.
Recorder address and phone: 1207 N. Himes, Suite 5, Tampa, FL 33607
Recorder affiliation: **blank**
[Other affiliation]: **blank**
Is text-only supplement file attached? **blank**
HISTORICAL STRUCTURE FORM

Site #8: P110407
First site form recorded for this site? Original documentation, site not recorded at FSF
Identifying code (field date): 200101
Recorder #: ** blank **
Field Date: 01/18/2001
Form Date: 02/21/2001
Site name(s): HUNT APARTMENTS
[Other name(s)]: ** blank **
Mult. list #: ** blank **
Survey names: ST. PETERSBURG PRESERVATION INC. SURVEY
Survey #: ** blank **
National register category: Building(s)

LOCATION & IDENTIFICATION

Street Number/Direction/Name/Type/Suffix Direction: 442-446/**3RD/Avenue/North
Cross streets nearest/between: CORNER OF 5TH STREET AND 3RD AVE N
City/town: ST. PETERSBURG
In current city limits? Definitely within the limits of city
County: PINELLAS
Tax parcel #: ** blank **
Subdivision name: ** blank **
Block: ** blank **
Lot no.: ** blank **
Ownership type: Private, corporate, for profit
Name of subtract (e.g., park): ** blank **
Route to (or vicinity of): EAST ON 4TH AV N, TURN S ON 5TH ST N W CORNER OF 5TH ST AND 3RD AV N

MAPPING

USGS map name/year of publication or revision: ST. PETERSBURG/1956
Township/Range/Section/Qtr: 31 South/17 East/19/**
Irregular section: ** blank **
Landgrant: ** blank **
UTM Zone/Easting/Northing: 17/338440/3073140
Plat or other map (map's name, location): ** blank **

DESCRIPTION

Style: Mission
[Other style]: ** blank **
Exterior plan: ** blank **
[Other exterior plan]: ** blank **
No. stories: 3
Structural system(s): Wood frame
[Other structural system(s)]: ** blank **
Foundation types: Not specified by person completing the form
[Other foundation type]: ** blank **
Foundation materials: Brick
[Other foundation materials]: ** blank **
Exterior fabrics: Brick, Stucco
[Other exterior fabrics] ** blank **
Roof types: Flat
[Other roof types]: ** blank **
Roof materials: **blank**
[Other roof materials]: **blank**
Roof secondary structures (dormers etc): Other
[Other roof secondary structures]: PARAPET, BALUSTRADE
Chimney no.: **blank**
Chimney materials: **blank**
[Other chimney materials]: **blank**
Chimney locations: **blank**
Windows (types, materials, etc.): WOOD DHS 1/1 WITH ORIGINAL SCREENS, JALOUSIE WINDOWS IN OFFICE
Main entrance (stylistic details): **blank**
# of open porches: 2
# of closed porches: **blank**
# of incised porches: **blank**
Porch locations: FRONT AND BACK
Porch roof types: 1ST FLOOR
Exterior ornament: BALUSTRADE ON PARAPET, SOME COLUMNS REPLACED WITH CONC BLK, STUCCO CORBELS ON FRONT PORCH, STUCCO ORNAMENTATION
Interior plan: **blank**
[Other interior plan]: **blank**
Condition: Fair
Narrative description: DUE TO SOME DETERIORATION AND ALTERATION TO THE ORIGINAL STRUCTURE
Commercial surroundings (proportion): Some cultural resources show quality (>10%<50%)
Residential surroundings (proportion): Some cultural resources show quality (>10%<50%)
Institutional surroundings (proportion): Some cultural resources show quality (>10%<50%)
Undeveloped surroundings (proportion): No/ few cultural resources show quality (<10%)
Ancillary features (no., outbuildings, etc.): HEX SIDEWALK BLOCKS (1937)
Artifacts or other remains: **blank**
FMSF Archaeological form completed? No: Archaeological Form not done
HISTORY
Construction year (e.g. C1933, 1936+): 1916
Architect (last name first): **blank**
Builder (last name first): **blank**
Change status/year changed/date noted/nature: **blank**
Original, intermediate, present uses/year started/year ended: Commercial and apartments/***/**: Commercial and apartments/***/**
[Other uses]: **blank**
Ownership history (esp. original owners): **blank**
RESEARCH METHODS
Research methods: Florida Site File search for this property, Windshield**
[Other research methods]: **blank**
SURVEYOR'S EVALUATION OF SITE
Potentially elig. for local designation? Ineligible for a local register of important sites
Local register eligible for: **blank**
Individually elig. for Nat. Register? Ineligible for NR, considered independently
Potential contributor to NR district? Potential contributor, National Register district
Area(s) of historical significance: **blank**
[Other historical associations]: **blank**
Explanation of evaluation: POTENTIAL CONTRIBUTOR TO DISTRICT BECAUSE OF TIME PERIOD OF CONSTRUCTION IN THE NEIGHBORHOOD.
DOCUMENTATION (PHOTOS, PLANS, ARTIFACTS)
Repositories: Collection/Housed/ACC#/ Describe **blank**

RECORDER

Recorder name (last name first): PANAMERICAN CONSULTANTS, INC.
Recorder address and phone: 1207 N. HIMES, SUITE S, TAMPA, FL 33607
Recorder affiliation: **blank**
[Other affiliation]: **blank**
Is text-only supplement file attached? **blank**
Site #8: P110408
First site form recorded for this site? Original documentation, site not recorded at FSF
Identifying code (field date): 200101
Recorder #: ** blank **
Field Date: 01/18/2001
Form Date: 02/21/2001
Site name(s): BAYWALK APARTMENTS
[Other name(s)]: ** blank **
Mult. list #: ** blank **
Survey names: ST. PETERSBURG PRESERVATION INC. SURVEY
Survey #: ** blank **
National register category: Building(s)

LOCATION & IDENTIFICATION
Street Number/Direction/Name/Type/Suffix Direction: 430/*3RD/Avenue/North
Cross streets nearest/between: CORNER OF 5TH STREET AND 3RD AVE N
City/town: ST. PETERSBURG
In current city limits? Definitely within the limits of city
County: PINELLAS
Tax parcel #: ** blank **
Subdivision name: ** blank **
Block: ** blank **
Lot no.: ** blank **
Ownership type: Private-corporate-for profit
Name of sub tract (e.g., park): ** blank **
Route to (or vicinity of): EAST ON 4TH AV N. TURN S ON 5TH ST N. TURN E ON 3RD AVE N. ON S SIDE OF AVE

MAPPING
USGS map name/year of publication or revision: ST. PETERSBURG/1956
Township/Range/Section/Qtr: 31 South/17 East/10/ **
Irregular section: ** blank **
Landgrant: ** blank **
UTM Zone/Easting/Northing: 17338460/3073120
Plat or other map (map's name, location): ** blank **

DESCRIPTION
Style: Frame Vernacular: Any date
[Other style]: ** blank **
Exterior plan: Irregular
[Other exterior plan]: ** blank **
No. stories: 3
Structural system(s): Wood frame
[Other structural system(s)]: ** blank **
Foundation types: Piers
[Other foundation type]: ** blank **
Foundation materials: Brick
[Other foundation materials]: ** blank **
Exterior fabrics: Stucco; Beaded weatherboard
[Other exterior fabrics] ** blank **
Roof types: Flat; Gable
[Other roof types]: GABLE ON REAR AND SIDE
Roof materials: **blank**
[Other roof materials]: **blank**
Roof secondary structures (dormers etc): Other
[Other roof secondary structures]: PARAPET
Chimney no.: 1
Chimney materials: Brick
[Other chimney materials]: **blank**
Chimney locations: REAR CORNER
Windows (types, materials, etc.): Jalousie, Aluminum DHS, Wood DHS III, Plate Glass
Main entrance (stylistic details): **blank**
# of open porches: *
# of closed porches: **blank**
# of incised porches: **blank**
Porch locations: FRONT
Porch roof types: **blank**
Exterior ornament: Ornamental Grillwork on Front, False Stucco Front Facade (1930-1935)
Interior plan: **blank**
[Other interior plan]: **blank**
Condition: Fair
Narrative description: DUE TO SOME DETERIORATION AND ALTERATION TO THE ORIGINAL STRUCTURE
Commercial surroundings (proportion): Some cultural resources show quality (>10%<50%)
Residential surroundings (proportion): Some cultural resources show quality (>10%<50%)
Institutional surroundings (proportion): Nature of quality not specified on form
Undeveloped surroundings (proportion): Nofew cultural resources show quality (<10%)
Ancillary features (no., outbuildings, etc.): **blank**
Artifacts or other remains: **blank**
FMSF Archaeological form completed? No: Archaeological Form not done
HISTORY
Construction year (e.g. C1933, 1936+, 1936-): 1916
Architect (last name first): **blank**
Builder (last name first): **blank**
Change status/year changed/date noted/nature: Altered not according to the Secretary's standards/**/**/**
Original, intermediate, present uses/year started/year ended: Commercial and apartments/**/**: Commercial and apartments/**/**
[Other uses]: **blank**
Ownership history (esp. original owners): **blank**
RESEARCH METHODS
Research methods: Florida Site File search for this property: Windshield**
[Other research methods]: **blank**
SURVEYOR'S EVALUATION OF SITE
Potentially elig. for local designation? Ineligible for a local register of important sites
Local register eligible for: **blank**
Individually elig. for Nat. Register? Ineligible for NR, considered independently
Potential contributor to NR district? Potential contributor, National Register District
Area(s) of historical significance: **blank**
[Other historical associations]: **blank**
Explanation of evaluation: POTENTIAL CONTRIBUTOR TO DISTRICT BECAUSE OF TIME PERIOD OF CONSTRUCTION IN THE NEIGHBORHOOD.
DOCUMENTATION (PHOTOS, PLANS, ARTIFACTS)
Repositories: Collection/Housed/ACC#/Describe **blank**
Recorder name (last name first): PANAMERICAN CONSULTANTS, INC.
Recorder address and phone: 1207 N. HIMES, SUITE 5, TAMPA, FL 33607
Recorder affiliation: **blank**
[Other affiliation]: **blank**
Is text-only supplement file attached? **blank**
Savannah Historic District
Georgia
HISTORICAL STRUCTURE FORM

Site #8: P110300
First site form recorded for this site? Original documentation, site not recorded at FSF
Identifying code (field date): 200104
Recorder #: ** blank **
Field Date: 04/06/2001
Form Date: 04/20/2001
Site name(s): DEVOE APARTMENTS
[Other name(s)]: ** blank **
Mult. list #: ** blank **
Survey names: ST. PETERSBURG PRESERVATION INC. SURVEY
Survey #: ** blank **
National register category: Building(s)

LOCATION & IDENTIFICATION

Street Number/Direction/Name/Type/Suffix/Direction: 233/**/5TH/Street/North
Cross streets nearest/between: BETWEEN 2ND & 3RD AVENUE NORTH
City/town: ST. PETERSBURG
In current city limits? Definitely within the limits of city
County: PINELLAS
Tax parcel #: ** blank **
Subdivision name: ** blank **
Block: ** blank **
Lot no.: ** blank **
Ownership type: ** blank **
Name of park (e.g., park): ** blank **
Route to (or vicinity of): EAST ON 4TH AV. TURN S ON 1ST ST N ON WEST SIDE OF 1ST ST N

MAPPING

USGS map name/year of publication or revision: ST. PETERSBURG/1956
Township/Range/Section/Qtr: 31 South/17 East/19**
Irregular section: ** blank **
Land grant: ** blank **
UTM Zone/Easting/Northing: 17335000/3073070
Plat or other map (map's name, location): ** blank **

DESCRIPTION

Style: Masonry Vernacular: Brick, block, stone, any date
[Other style]: WOOD FRAME
Exterior plan: Rectangular
[Other exterior plan]: ** blank **
No. stories: 3
Structural system(s): Masonry: don't use, specify brick, block, or stone, Wood frame
[Other structural system(s)]: ** blank **
Foundation types: Continuous
[Other foundation type]: ** blank **
Foundation materials: ** blank **
[Other foundation materials]: CONCRETE
Exterior fabrics: Brick, Drop siding
[Other exterior fabrics] ** blank **
Roof types: Flat
[Other roof types]: ** blank **
Roof materials: *Built-up roof*

[Other roof materials]: **Blank**

Roof secondary structures (dormers etc): **Blank**

[Other roof secondary structures]: **Blank**

Chimney no.: **Blank**

Chimney materials: **Blank**

[Other chimney materials]: **Blank**

Chimney locations: **Blank**

Windows (types, materials, etc.): *6 OVER 6 DOUBLE HUNG SASH, WOOD* (LARGE CENTER LIGHT), *6 OVER 6 METAL CASEMENT, JALOUIE WINDOWS ON FRONT ENTRANCE*

Main entrance (stylistic details): *SINGLE WOOD DOOR W/ 10 LIGHTS 5 OVER 5, SIDE LIGHTS 4 OVER 4*

# of open porches: 1

# of closed porches: **Blank**

# of incised porches: **Blank**

Porch locations: *WEST SIDE*

Porch roof types: *AWNING*

Exterior ornament: *BRICK FACED COLUMNS, 3RD FLOOR HAS T-TYPE ROOF*

Interior plan: *Irregular*

[Other interior plan]: **Blank**

Condition: *Good*

Narrative description: **Blank**

Commercial surroundings (proportion): *Some cultural resources show quality (>10% - <50%)*

Residential surroundings (proportion): *Some cultural resources show quality (>10% - <50%)*

Institutional surroundings (proportion): *No/ Few cultural resources show quality (<10%)*

Undeveloped surroundings (proportion): *No/ Few cultural resources show quality (<10%)*

Ancillary features (no., outbuildings, etc.): **Blank**

Artifacts or other remains: **Blank**

FMSF Archaeological form completed? *No: Archaeological Form not done*

**HISTORY**

Construction year (e.g. C1933, 1936+, 1936-): *C1920*

Architect (last name first): **Blank**

Builder (last name first): **Blank**

Change status/year changed/date noted/nature: **Blank**

Original, Intermediate, present uses/year started/year ended: *Apartment***

[Other uses]: **Blank**

Ownership history (esp. original owners): **Blank**

**RESEARCH METHODS**

Research methods: *Florida Site File search for this property; Windshield***: *Local tax records only*

[Other research methods]: **Blank**

**SURVEYOR'S EVALUATION OF SITE**

Potentially eligible for local designation? **Blank**

Local register eligible for: **Blank**

Individually eligible for Nat. Register? **Blank**

Potential contributor to NR district? **Blank**

Area(s) of historical significance: **Blank**

[Other historical associations]: **Blank**

Explanation of evaluation: **Blank**

**DOCUMENTATION (PHOTOS, PLANS, ARTIFACTS)**

Repositories: *Collection/Housed/ACC#/Describe** Blank**
Recorder name (last name first): PANAMERICAN CONSULTANTS, INC.
Recorder address and phone: 1207 N. HIMES, SUITE S, TAMPA, FL 33607
Recorder affiliation: **blank**
[Other affiliation]: **blank**
Is text-only supplement file attached? **blank**
National Register Map

Local Landmark Map

Potentially Eligible List Map
TO: Iris Winn, Administrative Clerk, Development Services Department  
Jennifer Bryla, Planning & Development Services Zoning Official, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: November 28, 2018
SUBJECT: Site Plan
FILE: 18-31000016

LOCATION 233 5th Street North; 19/31/17/21006/000/0060  
232 1/2 4th Street North; 19/31/17/21006/000/0080  
249 5th Street North; 19/31/17/21006/000/0040  
420 3rd Avenue North; 19/31/17/21006/000/0010  
442 3rd Avenue North; 19/31/17/21006/000/0030
ATLAS: F-4  
ZONING: DC-I
PROJECT: 440 3rd Avenue North, Cara FL Properties LLC
REQUEST: Approval of a Site Plan to construct a 21-story mixed-use building with 10,890 sf of commercial space and 270- dwelling units. The applicant is requesting floor area ratio bonuses.

The Engineering Department has no objection to the proposed site plan with the following special conditions and standard comments which must be addressed as plans are developed for the issuance of construction permits:

SPECIAL CONDITIONS:
1. The on-street parallel parking shall be designed & constructed in conformance with City, State, and Federal regulations. A detailed review of the on-street parking design will be performed at the time of civil plan submittal for review and permitting.

2. The project is located within Downtown National Historic District. Within the historic district existing hexblock sidewalk, brick and granite curb within the City right-of-way must be maintained as part of redevelopment. The existing hexblock sidewalk and granite curb within the 3rd Avenue North right-of-way and granite curb & brick within the alley right-of-way along the south side of the project must be maintained as a part of this redevelopment. The developer is required to protect existing hexagon block sidewalks and granite curbing from damage by construction or other activities. Hexagon block sidewalks should not be traversed by construction vehicles or equipment and should not be used as locations for material storage. Hexagon block sidewalks shall be temporarily removed and replaced when required to allow equipment or vehicular access to the site. It is the responsibility of the developer to protect and keep safe from theft and/or damage all hexagon blocks, granite curbing and/or street or alley brick which may be temporarily removed to facilitate construction.

3. Any existing brick and granite curb within the vacated north/south alley right-of-way shall remain the property of the City of St. Petersburg and shall be returned to the City. Removed brick and granite curb shall be neatly stacked, palletized and delivered to the City Maintenance yard. Prior to the demolition the applicant must contact Jimmy Lewis (phone 727-479-2932) of the City Pavement Maintenance division to inspect and to verify quantities of material to be removed. The City will accept materials delivery and provide a written verification of quantities of materials delivered to the City by the contractor.
4. Per the conditions of the alley vacation file #18-33000014, the existing public sanitary sewer within the north/south 10-foot wide alley to be vacated, will be abandoned to the ownership of the applicant. If the existing 6" sanitary sewer pipe is not used for the new project, it must be removed from the public manhole structure within the alley south of the property per City standards. If it is the intent to use the existing 6" sanitary sewer pipe in the north/south vacated alley for the new development the Engineer of Record must first provide adequate verification of pipe capacity and condition; if the existing 6 pipe is VCP it may not be used for the redevelopment and must be removed from service.

5. All existing redundant sanitary sewer service laterals on the City sewer main located in alley south of the project must be abandoned per City standards. For the full length of the alley adjacent to the project limits, each existing sewer service lateral must be located, cut & removed, and properly plugged at the main per current City Engineering standards and specifications.

6. All existing redundant (abandoned) driveway approaches or drop curbing which exist within the public right-of-way around the perimeter of the project redevelopment shall be removed as part of the project. Pavement surfaces associated with these approaches shall be completely removed from within the right-of-way and any existing drop curbing shall be removed and replaced with a raised curb to match existing curb type.

7. Parking garage entrances/exit shall meet requirements as mandated by the City of St. Petersburg Land Development Code Section 16.40.090.3.5. Garage security gates with controlled access must be designed to meet the minimum vehicle stacking requirements identified in Section 16.40.090.3.5(g) without encroachment into the public sidewalk, roadway, or alley. Any proposed card access readers shall be located within private property boundaries. An automatic warning system must be installed at the garage exits which activates an audible and visible signal sufficient to warn pedestrians or vehicles exiting the garage and to require all vehicles to yield to pedestrians. The final plan must include adequate signage, warning lights and wiring as required for public safety.

STACKING:
Minimum vehicle stacking requirements at entry points shall be in compliance with City Code Section 16.40.090.3.5(g).
(1) Free flow entries means an entry into a parking garage without controls, such as attendants or automatic ticket dispensing controls: one vehicle space per entry lane.
(2) Automatic ticket dispensing entries means an entry into a parking garage controlled by a machine dispensing tickets for garage use: two vehicle spaces per entry lane.
(3) Manual ticket dispensing entries means an entry into a parking garage controlled by a person manually dispensing tickets for garage use: four vehicle spaces per entry lane.
(4) Manual key card entries means an entry into a parking garage controlled by a key card for garage use: two vehicle spaces per entry lane.

8. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.
9. The scope of this project will trigger compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 15.40.030. 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 runoff release and retention shall be calculated using the Rational formula and a 10-year 1-hour design storm.

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. Note also that projects within the boundary of an EPA mandated TMDL will require water quality treatment volumes as necessary to meet the specified removal efficiencies mandated by the Final EPA TMDL. The BMPTrains model shall be used to verify compliance with Impaired Water Body and TMDL criteria.

Prior to approval of the drainage plan, the developer'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.

10. Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

11. Any existing road curb around the perimeter of the site which has a curb reveal above the road pavement of less than 4-inches must be raised to a standard 6-inch curb reveal per current City Engineering standards and specifications. New sidewalk construction shall not occur until road curbs meet this requirement. Any existing granite road curb must remain granite.

12. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. A minimum 10-foot wide public sidewalk is required in the DC zoning. Existing sidewalks must be removed and replaced to meet the width requirements of the City’s code as may be applicable. The sidewalk within the 3rd Avenue North right-of-way shall be constructed with hexblocks as noted above.

13. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to Certificate of Occupancy.

13. The Engineer of Record should note that a City owned fiber optic network appears to be within the eastern parkway of 5th Street North. City utility maps are available upon request, contact Doug.Timmons@stpete.org. Please coordinate with the City Engineering and Capital Improvements Records division (Jill.Wells@stpete.org) to determine if record drawings are available for the underground fiber adjacent to this project and show the fiber on the civil plans to avoid underground utility conflicts.

14. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.
STANDARD CONDITIONS OF APPROVAL: 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). 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.

All required improvements shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City. A work permit issued by the City Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement.

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. Plans specifications are subject to approval by the Florida state board of Health.
The St. Petersburg Transportation and Parking Management ("Transportation") Department has reviewed the proposed mixed-use development located in southeastern quadrant of the intersection of 5th Street and 3rd Avenue North. We have several comments on the site plan.

Parallel on-street parking spaces currently exist on 5th Street adjacent to the subject property. The applicant is proposing that the on-street parking spaces on 5th Street be recessed. We do not believe this modification is necessary. It would create a wider road for motorists and could inadvertently lead to more speeding. We recommend that the applicant reconstruct the concrete traffic separator on 3rd Avenue North adjacent to their site and build a bulb out adjacent to their site at the intersection of 5th Street and 3rd Avenue North. The existing traffic separator is excessively wide on its western end. The traffic separator should be reconstructed to a consistent width from the eastern end to western end. Six feet in width would be appropriate. The narrower traffic separator would enable the applicant to install on-street parking spaces on 3rd Avenue North adjacent to their site, consistent with the on-street parking that exists on 3rd Avenue North east of their site. These new on-street parking spaces would not need to be recessed, and would likely be better utilized than a loading zone. If the applicant is still interested in designating a loading zone, they will need to coordinate with the Transportation and Parking Management Department. The applicant should build the bulb out according to roadway standards approved by the Engineering and Capital Improvements Department.

The applicant is proposing that the existing brick alley south of their site be used for access. Improvements to the alley to accommodate higher levels of traffic may be required by the Engineering and Capital Improvements Department. Since the garage entry point is immediately adjacent to the alley, access to the garage will have to be designed to ensure that minimum vehicle stacking requirements are met per Section 16.40.090.3.5 of the City Code. The same is true for the garage entry point on 3rd Avenue North.
Hexagon block sidewalks exist on 3rd Avenue North adjacent to the site. Hexagon block sidewalks are not illustrated on the site plan, but the applicant may be required to maintain or provide them as part of the redevelopment.

The applicant stated in their application that a portion of the short-term bicycle parking will be on level two of their building. Short-term bicycle should be located on the ground level only and within 50 feet of the main entrance of the building. If you have any questions about the Transportation Department’s review of this case, please call me at 893-7883.
EXHIBIT B
City Clerk
175 5th Street North
St. Petersburg, FL 33701

RE: Appeal of DRC decision - Case # 18-31000016
Approval of a site plan to construct a 21-story building with multiple addresses along 5th Street and 3rd Avenue North

Clerk:

Preserve the 'Burg ("PTB") hereby appeals the decision of the Development Review Commission ("DRC") to approve a site plan/development application, case #18-3100016, for a residential and other uses structure to be located on properties fronting 5th Street and 3rd Avenue North. PTB is represented by Peter Belmont, Fla. Bar #335150.

The matter being appealed was acted on by the DRC at its regularly scheduled meeting on December 5, 2018. The staff report provided to the DRC (not including attachments) including the recommendation approved by the DRC is attached. A summary of the basis of this appeal is the proposed development is inconsistent with the city code and the city’s comprehensive plan.

More particularly, PTB contends the DRC erred in finding the proposed development to be consistent with the city code’s compatibility criteria contained within sec. 16.70.040.1.4(D), including that the proposed development is compatible with the neighborhood and sensitive to adjacent historic resources.

Appellants contend the application is inconsistent with the following Comprehensive Plan provisions: Objective V 1, Policy V 1.1, Section 1.7 (definition of compatible and historic resources), Goal-Land Use, Objective LU 3.1, Policy LU 3.1, Policy LU 3.6, Policy LU 3.8, Policy H6.1, Policy H7.3, and Policy HP2.11.

PETER B. BELMONT
Fla. Bar #335150
102 Fareham Place North
St. Petersburg, FL 33701
pbranumbelmont@gmail.com
According to Planning & Economic Development Department records, Commissioner Samuel 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.: 18-31000016
PLAT SHEET: F-4

REQUEST: Approval of a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270-dwelling units. The applicant is requesting Floor Area Ratio (F.A.R.) bonuses.

OWNER: Cara FL Properties, LLC
430 3rd Avenue North
Saint Petersburg, Florida 33701

AGENT: R. Donald Mastry
200 Central Avenue, Suite 1600
Saint Petersburg, Florida 33701

ADDRESSES AND PARCEL ID NOS.: 233 5th Street North; 19-31-17-21006-000-0060
232 ½ 4th Street North; 19-31-17-21006-000-0080
249 5th Street North; 19-31-17-21006-000-0040
420 3rd Avenue North; 19-31-17-21006-000-0010
442 3rd Avenue North; 19-31-17-21006-000-0030

LEGAL DESCRIPTION: On File

ZONING: Downtown Center-1 (DC-1)
<table>
<thead>
<tr>
<th></th>
<th>Site Area Total: 41,249 square feet or 0.95 acres</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gross Floor Area:</strong></td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>50,731 square feet 1.23 F.A.R.</td>
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<tr>
<td>Proposed</td>
<td>288,705 square feet 7.0 F.A.R.</td>
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<tr>
<td>Permitted/bonuses</td>
<td>288,743 square feet 7.0 F.A.R.</td>
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<td><strong>Building Coverage:</strong></td>
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<tr>
<td>Existing</td>
<td>17,724 square feet 43% of Site MOL</td>
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<tr>
<td>Proposed</td>
<td>36,773 square feet 89% of Site MOL</td>
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<tr>
<td>Permitted</td>
<td>39,186 square feet 95% of Site MOL</td>
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<td><strong>Imperious Surface:</strong></td>
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<tr>
<td>Existing</td>
<td>20,678 square feet 50% of Site MOL</td>
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<tr>
<td>Proposed</td>
<td>38,438 square feet 93% of Site MOL</td>
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<tr>
<td>Permitted</td>
<td>N/A</td>
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<tr>
<td><strong>Open Green Space:</strong></td>
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<tr>
<td>Existing</td>
<td>19,788 square feet 48% of Site MOL</td>
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<tr>
<td>Proposed</td>
<td>2,811 square feet 7% of Site MOL</td>
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<tr>
<td><strong>Paving Coverage:</strong></td>
<td></td>
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<tr>
<td>Existing</td>
<td>3,737 square feet 9% of Site MOL</td>
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<tr>
<td>Proposed</td>
<td>1,665 square feet 4% of Site MOL</td>
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<tr>
<td><strong>Parking:</strong></td>
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<tr>
<td>Existing</td>
<td>0; including 7 handicapped spaces</td>
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<td>Proposed</td>
<td>300; including 7 handicapped spaces</td>
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<tr>
<td>Required</td>
<td>293; including 7 handicapped spaces</td>
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<tr>
<td><strong>Building Height:</strong></td>
<td></td>
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<tr>
<td>Existing</td>
<td>50 feet</td>
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<tr>
<td>Proposed</td>
<td>250 feet</td>
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<tr>
<td>Permitted</td>
<td>300 feet</td>
</tr>
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</table>

**Application Review:**

I. **Procedural Requirements:** The applicant has met and complied with the procedural requirements of Section 16.10.020.1 of the Municipal Code for a mixed-use development which is a permitted use within the DC-1 Zoning District.

II. **Discussion and Recommendations:**

**Background:**
The subject property is located at the southeast corner of 3rd Avenue North and 5th Street North in the Downtown St. Petersburg National Register District. The subject property is developed with seven (7) apartment buildings ranging from one-to-three stories in height, built between 1916 and 1921 and containing a total of 97 apartments. Four of the seven buildings are considered contributing to the Downtown St. Petersburg National Registered District. Within 200-feet of the subject property there are 12 contributing properties, four potentially eligible...
structures and three local landmarks. The first landmark is located directly to the west, First Congregational Church (1923), the second is located to the northeast, Pennsylvania Hotel (1926) and the third is located to the west, Carnegie Library (1914).

The property was previously approved on November 2, 2005, for a 25-story mixed-use building with 6,000 square feet of office space, 196 dwelling units, and 307 parking spaces in six levels of structured parking, under the previous CBD-2 zoning designation. (Case #05-31000050). This approval expired on September 9, 2016.

Request:
The applicant seeks approval of a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270-dwelling units. The applicant is requesting floor area ratio bonuses. The applicant designed the project to be within the streamline approval process. However, staff's review of the proposed site plan found that the applicant complied with all site plan review criteria, except criterion number 14, which states, "Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts." Since the proposed development did not comply with all 16 criteria, staff does not have the authority to approve the site plan as a streamline. The Development Review Commission (DRC) is tasked with reviewing the proposed application and determining if the site plan complies with the site plan review criteria. Commissioners shall review the application against all 16 criteria and determine which criteria are relevant to the project. Commissioners may give more weight to some criteria than others and shall base their decision on those findings.

Current Proposal:
The proposed building will consist of an 18-story "U" shaped tower sitting on top of a three-story base. The first floor of the building will consist of 5,445 square feet of commercial space, residential lobby, fitness center, building services and mechanical areas, loading and dumpster compound and parking. The second floor of the building will include 5,445 square feet of commercial space and parking. Floors three and four are devoted towards parking. The fifth floor will consist of 15 residential units, mechanical areas, pool, and amenity space. Floors six through 21 will consist of 255 residential units.

Vehicular access to the parking garage will be from 3rd Avenue North. Access to the upper levels of parking will be from a traditional ramp. A loading area will be located abutting the vehicular entrance into the building and a secondary loading area will be located outside of the building adjacent to the indoor loading area. Both loading areas are accessed from 3rd Avenue North. The dumpster area will be located at the rear of the building and accessed from the existing 20-foot-wide east-west alley. Pedestrian access to the residential lobby will be from 3rd Avenue North. Pedestrian access to the commercial space will be from 5th Street North.

The proposed architectural style of the building will be contemporary. The first and second floors of the building along 3rd Avenue North and 5th Street North have been designed to incorporate traditional urban design elements. These elements include: large storefront windows that span the first two-floors of the building with equally spaced columns that break up the expansive amount of glass. The first and second story of the building is capped with a continuous cornice feature. The proposed design creates a two-story base, which is very typical of buildings built in an urban setting in the early to mid-1900s. The two-story base also screens the parking garage from the abutting streets. The third floor of the building is set back from the abutting streets and incorporates the same design elements as the base of the building. The "U" shaped tower has less detail than the base of the building, but the entire building has a
consistent architectural style as required by Code. The tower utilizes an extensive amount of glazing, a smooth stucco finish and projecting balconies with glass railings. The tower is capped with architectural eye brow features and roof overhangs. These architectural elements have been incorporated on the building to help break down the overall mass of the building. The applicant worked with the City's Urban Planning and Historic Preservation Division to ensure the design of the proposed building was compatible with the abutting potentially eligible and locally designated landmarks, which are located within 200 feet of the subject property.

Pursuant to City Code Section 16.70.040.1.4.D., a Site Plan shall be guided by 16 review criteria. The applicant provided responses to all 16 review criteria (applicant's narrative attached). As part of staff's review of the Site Plan, the proposed site plan was routed to the Urban Planning and Historic Preservation Division. Staff found that the project did not fully comply with criterion number 14, which states, "Sensitivity of the development to on-site and adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts" (refer to attached memorandum). Staff does not object to the redevelopment of the subject property due to the fact that the subject property was previously approved for a development that was larger than the proposed building and the placement and design of the proposed building takes into consideration the existing contributing structures that are located on the subject property; as well as, the designated, potentially eligible and contributing buildings that are located within 200 feet of the subject property. The City's Urban Planning and Historic Preservation Division has included multiple conditions of approval on the Site Plan.

FLOOR AREA RATIO BONUSES:
The base Floor Area Ratio (FAR) within the DC-1 district is 3.0. The applicant is requesting a bonus of 4.0 FAR for a total FAR of 7.0, which can be granted administratively upon demonstration that the project qualifies for the bonuses.

The applicant is requesting approval of the following bonuses:

1. 1.0 FAR - Make structured parking not visible from streets (not alleys) with a liner that provides uses for a minimum of the first two stories and provide an architecturally compatible design above the two-story base to create an attractive and architectural screen to structured parking.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.0. To qualify for the bonus, the applicant will be required to screen the first two stories of the parking garage along 5th Street North and 3rd Avenue North with a liner building and an architecturally compatible design above the second floor. The first two levels of the garage will be screened by two levels of commercial space along 5th Street North and a two levels of amenity space along 3rd Avenue North. The criterion has been satisfied.

2. 1.5 FAR - Provide public art as an integral part of the pedestrian-level sidewalk area or required ground level open space, or as a decorative crown element of a building that includes night lighting. The value of such feature shall be equal to one-quarter of one percent or more of the total construction cost per 0.5 of FAR bonus. All public art shall be visually accessible to the public.

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.5. The total construction cost of the project is approximately 63 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 1.5, the applicant will be required to provide
three quarters of one percent of the total construction cost towards art. Based on the estimated construction cost, a minimum of $472,500 shall be allocated towards art. The applicant proposes to install art along the pedestrian level of the building. The proposed art shall be approved by the City prior to the release of building permits. A condition has been added to this report to address this.

3. **1.0 FAR - Use transfer of development rights from a locally designated landmark or landmark site.**

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 1.0. To qualify for the bonus, the applicant will be required to purchase 41,249 square feet of transfer of development rights (TDRs) from a locally designated landmark or landmark site who have TDRs available. Currently, there are five landmarks that the applicant can purchase TDRs from. The holder of the TDRs will be required to obtain approval from the City’s Urban Planning and Historic Preservation Division to transfer any rights to the applicant.

4. **0.5 FAR - Provide financial support to the City’s Housing Capital Improvements Projects (HCIP) Trust Fund or its successor fund equal to one-quarter of one percent or more of the total construction cost per each 0.5 of FAR bonus.**

The applicant is seeking to utilize this bonus to achieve an FAR bonus of 0.5. The total construction cost of the project is approximately 63 million dollars. Since the applicant is seeking to utilize this bonus to achieve a bonus of 0.5, the applicant will be required to provide one quarter of one percent of the total construction cost to the Housing Capital Improvements Projects (HCIP) Trust Fund. Based on the estimated construction cost, a minimum of $157,500 shall be paid to the HCIP Trust Fund. The applicant shall provide the funds to the City prior to the release of building permits. A condition has been added to this report to address this.

**Public Comments:**
Staff has received a few phone calls and emails concerning the proposed development, but no objections were expressed.

**III. RECOMMENDATION:**
A. Staff recommends the following:
   1. Approval of the floor area ratio bonuses; and
   2. Approval of the site plan, subject to the conditions in the staff report.

B. **SPECIAL CONDITIONS OF APPROVAL:**
   1. The structured parking shall be screened from 3rd Avenue North and 5th Street North with a linear that provides a use for a minimum of the first two stories, and provide an architecturally compatible design above the two story base as required to receive the F.A.R. bonus. The final design shall be subject to approval by staff.
   2. The applicant shall provide one-quarter of one percent or more of the total construction cost to the HCIP Trust Fund. The funds shall be provided to the City prior to the release of building permits.
   3. City Staff shall approval the transfer of Historic Transfer of Development Rights prior to the release of building permits.
   4. The applicant shall allocate three-quarters of one percent or more of the total construction cost towards public art. The proposed art shall be approved by the City prior to the release of building permits.
5. The plans submitted for permitting shall be modified as necessary to comply with the conditions of approval that are included in Urban Planning and Historic Preservation memorandum dated November 2, 2018.
6. The public sidewalk abutting the subject property shall be widened to a minimum of 10-feet prior to the issuance of the certificate of occupancy.
7. Landscaping shall be installed in the public right-of-way as required by Section 16.40.060.
8. The final streetscape and hardscape plan for the abutting streets shall be approved by Staff.
9. Building materials at the street level shall include materials such as metal, stone, brick, precast masonry, glass, stucco or other similar hard surface material. The use of dryvit, EIFS, or other artificial material shall not be permitted.
10. Bicycle parking shall be provided as required by Section 16.40.090.
11. Exterior lighting shall comply with Section 16.40.070.
12. Mechanical equipment shall be screened from the abutting rights-of-way.
13. Construction of piers and/or caissons shall be by auger method unless geotechnical data supports a finding that such a method is impractical or impossible.
14. The site plan shall be modified as necessary to comply with the comments in the Engineering Department's Memorandum dated November 28, 2018.

C. STANDARD CONDITIONS OF APPROVAL

(All or Part of the following standard conditions of approval may apply to the subject application. Application of the conditions is subject to the scope of the subject project and at the discretion of the Zoning Official. Applicants who have questions regarding the application of these conditions are advised to contact the Zoning Official.)

ALL SITE PLAN MODIFICATIONS REQUIRED BY THE DRC SHALL BE REFLECTED ON A FINAL SITE PLAN TO BE SUBMITTED TO THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT BY THE APPLICANT FOR APPROVAL PRIOR TO THE ISSUANCE OF PERMITS.

Building Code Requirements:
1. The applicant shall contact the City's Construction Services and Permitting Division and Fire Department to identify all applicable Building Code and Health/Safety Code issues associated with this proposed project.
2. All requirements associated with the Americans with Disabilities Act (ADA) shall be satisfied.

Zoning/Planning Requirements:
1. The applicant shall submit a notice of construction to Albert Whitted Field if the crane height exceeds 190 feet. The applicant shall also provide a Notice of Construction to the Federal Aviation Administration (FAA), if required by Federal and City codes.
2. All site visibility triangle requirements shall be met (Chapter 16, Article 16.40, Section 16.40.160).

3. No building or other obstruction (including eaves) shall be erected and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery, and hedges of a type approved by the City.

4. The location and size of the trash container(s) shall be designated, screened, and approved by the Manager of Commercial Collections, City Sanitation. A solid wood fence or masonry wall shall be installed around the perimeter of the dumpster pad.

Engineering Requirements:

1. The site shall be in compliance with all applicable drainage regulations (including regional and state permits) and the conditions as may be noted herein. The applicant shall submit drainage calculations and grading plans (including street crown elevations), which conform with the quantity and the water quality requirements of the Municipal Code (Chapter 16, Article 16.40, Section 16.40.030), to the City's Engineering Department for approval. Please note that the entire site upon which redevelopment occurs shall meet the water quality controls and treatment required for development sites. Stormwater runoff release and retention shall be calculated using the rational formula and a 10-year, one-hour design storm.

2. As per Engineering Department requirements and prior to their approval of any permits, the applicant shall submit a copy of a Southwest Florida Water Management District (or Pinellas County Ordinance 90-17) Management of Surface Water Permit or Letter of Exemption to the Engineering Department and a copy of all permits from other regulatory agencies including but not limited to FDOT and Pinellas County required for this project.

3. A work permit issued by the Engineering Department shall be obtained prior to commencement of construction within dedicated rights-of-way or easements.

4. The applicant shall submit a completed Storm Water Management Utility Data Form to the City's Engineering Department for review and approval prior to the approval of any permits.

5. Curb-cut ramps for the physically handicapped shall be provided in sidewalks at all corners where sidewalks meet a street or driveway.

Landscaping Requirements:

1. The applicant shall submit a revised landscape plan, which complies with the plan approved by the DRC and includes any modifications as required by the DRC. The DRC grants the Planning & Economic Development Department discretion to modify the approved landscape plan where necessary due to unforeseen circumstances (e.g. stormwater requirements, utility conflicts, conflicts with existing trees, etc.), provided the intent of the applicable ordinance(s) is/are maintained. Landscaping plans shall be in accordance with Chapter 16, Article 16.40, Section 16.40.060 of the City Code entitled "Landscaping and Irrigation."

2. Any plans for tree removal and permitting shall be submitted to the Development Services Division for approval.
3. All existing and newly planted trees and shrubs shall be mulched with three (3) inches of organic matter within a two (2) foot radius around the trunk of the tree.

4. The applicant shall install an automatic underground irrigation system in all landscaped areas. Drip irrigation may be permitted as specified within Chapter 16, Article 16.40, Section 16.40.060.2.2.

5. Concrete curbing, wheelstops, or other types of physical barriers shall be provided around/within all vehicular use areas to protect landscaped areas.

6. Any healthy existing oak trees over two (2) inches in diameter shall be preserved or relocated if feasible.

7. Any trees to be preserved shall be protected during construction in accordance with Chapter 16, Article 16.40.060.5 and Section 16.40.060.2.1.3 of City Code.

IV. CONSIDERATIONS BY THE DEVELOPMENT REVIEW COMMISSION FOR REVIEW (Pursuant to Chapter 16, Section 16.70.040.1.4 (D)):

A. The use is consistent with the Comprehensive Plan.

B. The property for which a Site Plan Review is requested shall have valid land use and zoning for the proposed use prior to site plan approval;

C. Ingress and egress to the property and proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on State and County roads shall be based on the latest access management standards of FDOT or Pinellas County, respectively;

D. Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping;

E. Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts;

F. Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. The Commission may grant approval, of a drainage plan as required by city ordinance, County ordinance, or SWFWMD;

G. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties;

H. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape;
Compatibility of the use with the existing natural environment of the site, historic and archaeological sites, and with properties in the neighborhood as outlined in the City's Comprehensive Plan;

Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on property values in the neighborhood;

Substantial detrimental effects of the use, including evaluating the impacts of a concentration of similar or the same uses and structures, on living or working conditions in the neighborhood;

Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes and other nuisances;

Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof;

Landscaping and preservation of natural manmade features of the site including trees, wetlands, and other vegetation;

Sensitivity of the development to on-site and adjacent (within two-hundred (200) feet) historic or archaeological resources related to scale, mass, building materials, and other impacts;

1. The site is not within an Archaeological Sensitivity Area (Chapter 16, Article 16.30, Section 16.30.070).

2. The property is not within a flood hazard area (Chapter 16, Article 16.40, Section 16.40.050).

Availability of hurricane evacuation facilities for developments located in the hurricane vulnerability zones;

Meets adopted levels of service and the requirements for a Certificate of Concurrency by complying with the adopted levels of service for:

a. Water.

b. Sewer (Under normal operating conditions).

c. Sanitation.

d. Parks and recreation.

e. Drainage.

The land use of the subject property is: Central Business District

The land uses of the surrounding properties are:

North: Central Business District

South: Central Business District and Institutional

East: Central Business District

West: Institutional
EXHIBIT C
ADDITIONAL CORRESPONDENCE

Case No. 18-31000016
Iris L. Winn

From: Jennifer C. Bryla
Sent: Wednesday, January 23, 2019 8:28 AM
To: Iris L. Winn
Subject: FW: buildingThe area around Mirror Lake

Please put this in the file.

Jennifer C. Bryla, AICP
Zoning Official
Development Review Manager
City of St. Petersburg, FL
Planning and Development Services Department
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

-----Original Message-----
From: Corey D. Malyszka
Sent: Wednesday, January 23, 2019 8:07 AM
To: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>
Subject: FW: buildingThe area around Mirror Lake

-----Original Message-----
From: Michael Stewart <msblackcoral@gmail.com>
Sent: Tuesday, January 22, 2019 10:14 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>; info@preservetheburg.org; Mayor <Mayor@stpete.org>; Council <Council@stpete.org>
Subject: buildingThe area around Mirror Lake

Dear City Council,

It's crazy to put up another high rise in the heart of this beautiful historic neighborhood. This is a gross miscalculation of what makes St. Petersburg appealing and makes people want to live here. Not only would this building change the look of the neighborhood directly, but the reflection in the lake would impose many times over from every direction. Have some sense and vote this down.

I realize some of the buildings are old and almost tenement like in their character, but if replaced, it should be with suitably small, well designed residential places that don't change the skyline and match the surrounding architecture. Better yet, how about a fancy remodel to condos like Mirror Lake Junior High school.

Sincerely, Ms. Michael Rubin Stewart
This one too pls.

Jennifer C. Bryla, AICP
Zoning Official
Development Review Manager
City of St. Petersburg, FL
Planning and Development Services Department
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

From: Corey D. Malyszka
Sent: Wednesday, January 23, 2019 8:07 AM
To: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>
Subject: FW: Mirror Lake Development

Esteemed Council Members, Mayor Kriseman,
I write to express to you my opposition to the immense building proposed to be constructed across from the Mirror Lake Library. This development is out of scale, and out of character for our beautiful city. Do you really want downtown St. Petersburg to look like downtown Miami? Please don't approve any more of these immense towers. You will ruin the most charming city in Florida.
I am not opposed to urban renewal, and we certainly have opportunities for nice new housing stock, but please work to ensure that the new projects are consistent with and sensitive to the scale and feeling of St. Petersburg.
Thank you for your consideration.
I vote, I do volunteer service with the city, and I take great pride in St. Petersburg, my home as a homeowner since 1987.

Most sincerely,
Constance Price

Constance Price
Garden Design
145 25th Av. S.
St. Petersburg, FL 33705
This too.

Jennifer C. Bryla, AICP
Zoning Official
Development Review Manager
City of St. Petersburg, FL
Planning and Development Services Department
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

-----Original Message-----
From: Corey D. Malyszka
Sent: Wednesday, January 23, 2019 8:06 AM
To: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>
Subject: FW: Mirror Lake Development

-----Original Message-----
From: jirvin5646 <jirvin5646@gmail.com>
Sent: Tuesday, January 22, 2019 7:57 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>; info@preservetheburg.org; Mayor <Mayor@stpete.org>; Council <Council@stpete.org>
Subject: Mirror Lake Development

I am sending this communication to protest development of the Mirror Lake area in a manner that does not preserve the historical presence of the area. Living here for 20 years has been an eye opening experience. I would respectfully submit that the city is becoming more of a “cookie cutter” development than a true historical destination. There is no going back once significant buildings are destroyed—remember the “cheese grater”?

Jim Irvin
101 19th Ave. SE
33705
Iris L. Winn

From: Jennifer C. Bryla  
Sent: Wednesday, January 23, 2019 8:44 AM  
To: Iris L. Winn  
Subject: FW: Proposed Cara FL property

This too.

Jennifer C. Bryla, AICP  
Zoning Official  
Development Review Manager  
City of St. Petersburg, FL  
Planning and Development Services Department  
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

-----Original Message-----  
From: Corey D. Malyszka  
Sent: Wednesday, January 23, 2019 8:04 AM  
To: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>  
Subject: FW: Proposed Cara FL property

-----Original Message-----  
From: Judye Talbot <talbotjm@me.com>  
Sent: Tuesday, January 22, 2019 7:01 PM  
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>; info@preservetheburg.org; Mayor <Mayor@stpete.org>; Council <Council@stpete.org>  
Subject: Proposed Cara FL property

I strongly opposed the building of a 21-story condominium building across from the Mirror Lake Library! I do not oppose a lower storied building such as 10 stories in an architectural style compatible with the library and the former Mirror Lake Junior High School. The Union Trust condominium project is an excellent example of blending the old with the new. Please be responsible and sensitive to the charm of St. Petersburg. Do not allow developers to spoil our city with high rise, blandly modern projects. Flooding the market with expensive condos is not what we currently needed. We also need moderately priced housing for students and service workers to support our foodie service workers. Have you done any kind of housing need assessment to support new building projects? Can the city's infrastructure and utilities support the influx of high rise projects?

Thank you,  
Judye Talbot  
226 16th Ave NE

Sent from my iPhone XS
Dear Mayor Kriseman and City Council,

I was born in St. Petersburg almost 54 years ago. I used to be proud of my city, because I thought that it was unique. Unfortunately, wherever I look, its uniqueness and charm are being chipped away. It is starting to look much like any other big city with all the dime-a-dozen construction. Please leave the downtown as it is.

Sincerely,

Elka Zwick
Iris L. Winn

From: Jennifer C. Bryla
Sent: Wednesday, January 23, 2019 8:46 AM
To: Iris L. Winn
Subject: FW: No to development by Mirror Lake

Also

Jennifer C. Bryla, AICP
Zoning Official
Development Review Manager
City of St. Petersburg, FL
Planning and Development Services Department
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

-----Original Message-----
From: Corey D. Malyszka
Sent: Wednesday, January 23, 2019 8:03 AM
To: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>
Subject: FW: No to development by Mirror Lake

FYI

-----Original Message-----
From: Karen Raihill <kraihill@gmail.com>
Sent: Tuesday, January 22, 2019 5:27 PM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>; info@preservetheburg.org; Mayor <Mayor@stpete.org>; Council <Council@stpete.org>
Subject: No to development by Mirror Lake

Please, please do what is right and slow down the high-rise structures. None of us want to live in an urban jungle. St. Pete's charm is being crowded out by these new developments. There must be a way to say no to this, given that it's in a historic district by the very fine library. It is certainly not in the urban core where the 52-story building is being proposed. St. Petersburg's livability and appeal cannot withstand all this development.

Karen Raihill
31-year resident of St. Petersburg
Member, 'Preserve the Burg
Volunteer writing coach - Campbell Park Elementary Guardian ad Litem, Pinellas 6th Circuit

Sent from my iPhone
Again.

Jennifer C. Bryla, AICP
Zoning Official
Development Review Manager
City of St. Petersburg, FL
Planning and Development Services Department
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

-----Original Message-----
From: Corey D. Malyszka
Sent: Wednesday, January 23, 2019 10:11 AM
To: Jennifer C. Bryla <Jennifer.Bryla@stpete.org>
Subject: FW: Cara Fl proposed hi-rise

-----Original Message-----
From: lindaallred18@gmail.com <lindaallred18@gmail.com>
Sent: Wednesday, January 23, 2019 10:05 AM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>; info@preservetheburg.org; Mayor <Mayor@stpete.org>; Council <Council@stpete.org>
Subject: Cara Fl proposed hi-rise

Dear Sirs,

This proposal doesn’t even merit consideration. Constantly amazed at these proposals to not only erase what character remains of this city, but even more so, at the blatant disregard for resources (water/sewage) to support these towers.

Linda Allred
5251 42nd Ave No
St. Pete

Sent from my iPhone
Dear Council members,

Please do not approve this skyscraper which will detract from the lovely, unique Mirror Lake neighborhood. It is a lovely area to walk and lounge with interesting, historical buildings. Our library is very special. The area should be designated as protected so St. Pete can keep its special neighborhoods that make our community different from the “canyon” cities of tall buildings.

We elected you to protect St. Petersburg, not developers.

Carolyn Warren

Sent from Carolyn's Ipad to you.
Once these historic buildings are demolished, we can’t unring that bell and re-create our history. Allowing this kind of monstrosity on the Mirror Lake site is part of what’s ruining St. Petersburg. If allowed, another part of why people want to be here is gone. I understand that people should be able to use their property as they wish to the best use for it within the zoning ordinances. But when it overpowers our history and part of the reason people actually want to be here, the ordinances also provide for a common sense determination as to whether the property owner’s wishes fit within the historic nature of the neighborhood. And you all have the power to exercise that common sense determination. If the building of these gigantic properties continues, there WILL come a time when the charm and historic beauty of St. Petersburg will be gone and then, all the greed in the world can’t bring people here to a city of a collection of high rise condos and office buildings. They’ll be empty. No one will be here because the city lost its character. The gigantic companies can afford to buy up the properties, but only you can control the zoning interests to maintain the feel of the City that we all love. Please recognize that this building in no way reflects the ambiance of this wonderful neighborhood, and say....no.

ERICAM. RAFFEL,
CELL: (941) 740-1010
EXHIBIT D
Cara Fl Properties, LLC
430 3rd Avenue North
Saint Petersburg, Florida 33701

R. Donald Mastry
200 Central Avenue, Suite 1600
Saint Petersburg, FL 33701

Re: Case No.: 18-31000016
Addresses and Parcel ID Nos.: 233 5th Street North; 19-31-17-21006-000-0060
430 3rd Avenue North; 19-31-17-21006-000-0080
249 5th Street North; 19-31-17-21006-000-0040
420 3rd Avenue North; 19-31-17-21006-000-0010
442 3rd Avenue North; 19-31-17-21006-000-0030

Request: Approval of a Site Plan to construct a 21-story mixed-use building with
5,445 square foot commercial space and 270-dwelling units. The applicant is requesting floor area ratio bonuses.

Dear Applicant:

The Development Review Commission at its hearing of December 5, 2018, APPROVED by a vote of 7-0 the above-referenced request subject to the special conditions in the Staff Report. While a copy of the Staff Report and Vote Record are enclosed, the special conditions are as follows:

SPECIAL CONDITIONS OF APPROVAL:

1. The structured parking shall be screened from 3rd Avenue North and 5th Street North with a linear that provides a use for a minimum of the first two stories and provide an architecturally compatible design above the two-story base as required to receive the F.A.R. bonus. The final design shall be subject to approval by staff.

2. The applicant shall provide one-quarter of one percent or more of the total construction cost to the HICP Trust Fund. The funds shall be provided to the City prior to the release of building permits.

3. City Staff shall approval the transfer of Historic Transfer of Development Rights prior to the release of building permits.

4. The applicant shall allocate three-quarters of one percent or more of the total construction cost towards public art. The proposed art shall be approved by the City prior to the release of building permits.

5. The plans submitted for permitting shall be modified as necessary to comply with the conditions of approval that are included in Urban Planning and Historic Preservation memorandum dated November 2, 2018.
6. The public sidewalk abutting the subject property shall be widened to a minimum of 10-feet prior to the issuance of the certificate of occupancy.
7. Landscaping shall be installed in the public right-of-way as required by Section 16.40.060.
8. The final streetscape and hardscape plan for the abutting streets shall be approved by Staff.
9. Building materials at the street level shall include materials such as metal, stone, brick, precast masonry, glass, stucco or other similar hard surface material. The use of dryvit, EIFS, or other artificial material shall not be permitted.
10. Bicycle parking shall be provided as required by Section 16.40.090.
11. Exterior lighting shall comply with Section 16.40.070.
12. Mechanical equipment shall be screened from the abutting rights-of-way.
13. Construction of piers and/or caissons shall be by auger method unless geotechnical data supports a finding that such a method is impractical or impossible.
14. The site plan shall be modified as necessary to comply with the comments in the Engineering Department's Memorandum dated November 28, 2018.

If you have any questions, please contact Corey Malyszka at 727-892-5453.

Sincerely,

[Signature]

Jennifer C. Bryla, AICP
Zoning Officer (POD)
Development Review Services Division
Planning and Development Services Department

Enclosures: Vote Sheet

JCB/CDM:iw

cc: R. Don Mastry; dmastry@trenam.com
STAFF REPORT
Corey Malyszka, Interim Zoning Official, made a presentation based on the Staff report, recommending approval of the floor area ratio bonuses, and the site plan, subject to all conditions of approval.

Commissioner Melissa Rutland asked for clarification, if they [applicant] planned to have this streamline approved, but whether something changed.

Mr. Malyszka stated that they [applicant] submitted the project in for streamline approval because they met the FAR, but he stated that based on their review of the 16 criteria, they [applicant] did not fully comply with all 16 criteria. He stated that based on how the code is written, staff cannot or does not have authority to approve it at the streamline level.

Commissioner Rutland added “as originally thought”.

Mr. Malyszka stated that was correct.

Chair Matt Walker stated that towards the beginning of the presentation, Mr. Malyszka mentioned a previous approval that expired in 2016.

Mr. Malyszka stated that was correct.

Chair Walker asked Mr. Malyszka to elaborate on this. He asked what was approved and expired.

Mr. Malyszka stated the approval was under previous code and approved under what was the CBD Zoning District. He stated that the CBD Zoning District in this location did not have the setbacks that are seen today. He stated that they [applicant] were looking to propose a 25-story building with 196 dwelling units, and 370 parking spaces. Mr. Malyszka stated that this was originally approved on November 2, 2005.

Commissioner Rutland asked if that was 2005.

Mr. Malyszka stated that was correct.

Chair Walker asked if this [project] was shorter with more units.

Mr. Malyszka stated that was correct and stated that this building has a U-shape along the street, if one was looking at it from 5th. He referenced the photo and stated that it is along 5th and across from the Carnegie Library, and it has less mass, where the previous building along 5th had the wall building (right up on the setback).

Commissioner Chuck Flynt asked if this were like the Union Trust Apartments that are going in on Central, where it is U-shape.

Mr. Malyszka stated that this one is a full “U” that is more of a more of an “L-ish” [shape].
Commissioner Joe Griner stated that based on Mr. Malyszka's report, construction costs would be approximately $63 million. He stated that he believes in some of the applicant's information it [cost] is at $69 million, but that it does not really much matter. Mr. Griner asked if the FAR bonus of 1.5, which he stated is a big one — for public art, based on the final construction costs.

Mr. Malyszka stated that was correct and that when they [applicant] comes in for permitting, they will look at the valley construction that they place on the permit and will value the art based off that. He stated that costs could go up or down, depending on materials, etc.

Commissioner Griner asked whether it is typical to request a traffic study at this point or later if they [applicant] get approval.

Mr. Malyszka stated that plan was routed to the Transportation Department and that the City typically does not request a traffic study and they are exempt from concurrency. He stated that the only time that the Transportation department would request such a study is if they saw a significant downgrade in the letter of classification of that roadway, which they did review this and did not object to it. He stated that the email they provided, that there was a memo attached to the Staff Report. He stated that the only concern that they had was potentially the alley access and would this be an issue with the traffic. He stated that Transportation prefers 300 cars going out to a street or avenue and not an alley.

Commissioner Griner stated that the existing 97-units or 100-units is spread out, but 270-units would be kind of concentrated.

APPLICANT PRESENTATION

Don Mastry of 200 Central Avenue, began to give a presentation, stating that he was representing Cara Florida Properties, the applicant in the matter who has agreed to convey the property to Inland National Development Company, who will develop the project.

Mr. Mastry stated that he does not disagree with anything that Mr. Malyszka presented in his presentation. He stated that the request is for approval of a 21-story, 250-foot high mixed-use building with 270 residential units and 10,890-square feet of commercial space.

He stated that there will be a 3-story base that will contain parking and commercial space and the tower would be step back from 25-feet in some places to 121-feet in other feet.

Mr. Mastry stated that the step back of the tower is similar to the requirements in the DC District on Beach Drive, but it is not required in the DC District where the building is, which has the same effect. He stated that historically, as mentioned from Mr. Malyszka in 2005, a building was approved that was 25-stories with a height of 341-feet, which is 91-feet taller than the proposed building in this project.

Mr. Mastry stated that the previously approved building also did not have a base and the step back of the tower. He stated that the prior site plan was extended and expired in 2016.

Mr. Mastry stated that this application is a no-variance application, and there are no variances requested. He stated that every condition in the code of the DC-1 District has been met. He stated that there are 16 relevant considerations and he would take issue with whether number 14 has been met and would speak to that momentarily.
Mr. Mastry stated there is no question that all the relevant considerations that [the DRC] is to consider have been met. He stated that they do not have to be met, but they must be considered by the [DRC] commission.

Mr. Mastry stated that in the narrative that they set forth, with respect to one, ten policies and objectives in the comp plan, which make a project consistent with the comp plan. He stated that number two was that the site has a valid land use in zoning and that number three is that they met all the other conditions that he will mention, which would be conditions 3 through 13 and then they would deal with number 14.

Mr. Maistry stated that this dealt with ingress and egress, off-street parking, bicycle parking, off-street loading facilities, traffic impacts, signage, and exterior lighting, orientation and location of the building, compatibility of the residential use with other properties in the neighborhood. He stated it is $69 million as per the developer, rather than $63 million, which would increase the tax base, and the property values in the area. He stated that there are no substantial detrimental effects resulting from the residential use, which is consistent with the present use of the site.

Mr. Mastry stated that all setbacks, screen, and buffer requirements are met and that three sides of the site are boarded by two streets, 5th Street, and 3rd Avenue, and an alley on the South.

He stated that on the East is the former 1st Congregational Church, which presently there is no separation in part of the existing and proposed building. He stated that the project would have a 15-foot setback on the ground and when going up the 40-feet on the base, it would have another 15-feet. He stated that this project [the tower] will have a 30-foot setback from the former Congregational Church. He stated that he will use "former", regarding the church because the church building has been empty and unoccupied since 1988, and 30 years ago is the last time that it has had any use, whatsoever.

Mr. Mastry stated that the last two items are that the land is sufficient for the use and the site is not in a hurricane vulnerability zone and all City adopted levels of service would be met. He stated that he takes issue with the fact that they did not meet Condition #14, and stated that the condition reads, "Sensitivity of the development on to on-site and adjacent historic or archeological resources related to scale, mass, building materials, and other impacts."

Mr. Mastry stated that Staff has found that they satisfy all conditions that he mentioned. He stated that Mr. Derek Kilborn, Manager of the Urban Planning and Historic Preservation wrote an email, a memo, that is included in the Staff Report, which is quite lengthy. He stated that [in part], the email reads, "This proposal is not consistent with Criterion #14, because it will result in demolition of four contributing resources to the Downtown St. Petersburg Registered District [National District]. Despite this obvious conclusion, the applicant has demonstrated sensitivity towards adjacent historic resources using the building design elements described above."

Mr. Mastry stated that he truly respects Mr. Kilborn, however, his theory is novel. He stated that Mr. Kilborn is not saying that they have not taken into consideration and have sensitivity to the surrounding nearby, designated buildings, but that they are not being sensitive to the old buildings that are not designated that they are going to demolish that are on-site. He stated that this happens every time, almost in the Downtown area when a new building is built. He stated that these buildings that are going to be demolished are not on the Potentially Eligible List, they are not designated, and they are not a Local Landmark, and they are not in a locally designated district.
Mr. Mastry stated that in fact, the properties at 430 and 442 3rd Avenue North and 240 5th Street were determined in 2006 by the City’s own consultant that they were not eligible to be on the Potentially Eligible List and again in 2016 that they were not added to the list. He stated that the fact that the building is on the St. Petersburg Downtown Register, does not give any protection, at all. He stated that the City’s website reads, [to be provided on rebuttal] “Being in the Downtown National Register is largely honorary and the listing of property in the National Register does not place restrictions on a private owner’s future alterations unless Federal assistance is involved in the project.” Mr. Mastry stated that there is no Federal assistance in this project.

In conclusion, Mr. Mastry stated that the owner cannot demolish these buildings would result in a back-door designation of the buildings as local landmarks without going through the process to designate them. He stated that this cannot be the law and has never been applied in the City in any way – in that way.

Mr. Mastry stated that Mr. Kilborn is quite complimentary of the project, and that Mr. Kilborn stated, “The subject property does not include any local landmarks, nor is it located within a local historic district. On balance the proposed site development plan is sensitive to the development of adjacent sites. The overall building height is 250-feet and this proposed plan is 91-feet shorter or 27% shorter than the previously approved plan.”

Mr. Mastry stated that Mr. Kilborn said, “The overall building height is mitigated by use of a building pedestal in alignment of the tower element at the eastern most property line and the base pedestal height is approximately 40-feet, while the proposal slightly exceeds the height of adjacent buildings along 3rd Avenue North and 5th Street North. The design team has considered horizontal continuity with the height of surrounding buildings. Furthermore, the façade includes certain design elements that further reduce perception of height. The applicant’s proposal appears to replicate the current building’s configurations, demonstrating a 2-story base with an articulated 3rd story.”

Mr. Mastry stated that with respect to the tower setback, Mr. Kilborn stated that “The development plan aligns the tower element at the eastern most line and this position minimizes the visual impact on the park light setting of the 5th Street corridor and the tower is further obscured by the building pedestal, which contributes to the more pedestrian design and experience of this high-rise building. The proposal does not obscure character defining elements of the 1st Congregational Church and the apartments.”

Mr. Mastry stated that Mr. Kilborn also complimented the vehicle access using 3rd Avenue, which he thinks should be done. He stated that Mr. Kilborn concluded by stating, “The proposal is not consistent with Criterion #14 because it will result in demolition of four contributing resources to the Downtown St. Petersburg National Registered District. He stated that despite this obvious conclusion, the applicant has demonstrated sensitivity towards adjacent historic resources, using the building orientation, and design elements described above.

Mr. Mastry stated that what Mr. Kilborn is saying is that they are protecting and being sensitive to the designated buildings, but they are not being sensitive to undesignated buildings that they obviously intend to demolish to put a new building in place. Mr. Mastry stated that he has never heard such a theory. He stated that they will meet every condition that Staff recommended, which also includes Derek Kilborn’s five “Special Conditions”.
Chair Walker stated that there is a Registered Opponent, but before getting to that, there are also several blue cards [for public speakers]. He stated that he wanted to make sure everyone is sworn in before moving to the next phase, and asked those who intended to speak, to be sworn in at this time.

REGISTERED OPPONENT PRESENTATION

Lynn J. Merhige, 216 4th Street North, spoke in opposition of the application. She stated that she is part owner of the Orange Blossom building and met with Mr. Kilborn and really liked his report. She stated that this report is concerned with structures and buildings, asks what about the people that live in these apartments. Ms. Merhige stated that it is said that the Mayor is interested in affordable housing. She asked if the people that live in these apartments live downtown, have transportation, or cars.

She stated if all the buildings are eliminated, where are all the people going to go. Ms. Merhige stated that from downtown where her gallery is, she ran into a gentleman that volunteers, and he stated that there are a lot of homeless people that are given one night in the Methodist Church, and then they must move. She stated that this will create more homeless people.

Ms. Merhige stated that from a historical perspective, her grandfather is on the Pioneer Park and was one of the leaders they said contributed to the leadership and vision of St. Petersburg. She stated that she has lived here all her life and her vision is not a high-rise building. She stated like the library, these structures are compatible with the neighborhood.

Ms. Merhige stated that their building, the Orange Blossom is historical, and they do not make buildings like that anymore (details, tilework), there are no details, and everything is a concrete jungle. Ms. Merhige stated that she is appalled with the Union Trust building and that the horseshoe is so big. She stated that she wonders if the City realizes that they should take a rest or pause and see what happens with all these apartments that are already in place, or going up, like the Edge District that is along 1st Avenue, which were empty lots. Ms. Merhige stated that they did not have to tear anything down. She asks if they can pause a little bit to see what is going to happen. She stated she was at the Heritage Apartments on 1st Avenue, across from Publix the night before and there are empty, and dark apartments.

She stated that there were maybe five or six, or ten that were lit. She stated that she wonders who is living here and how can they afford it. Ms. Merhige asked how many people we can crowd into the city and traffic; the infrastructure cannot handle it. She stated that she already has water at the curb of her building and she has contacted the City numerous times about the drainage, but nothing has been done, because 4th Street is State owned, and the City and State are in conflict about who should repair the pipes.
PUBLIC HEARING

Lynn J. Merhige filled out a blue card, but did not speak again, as she was the Registered Opponent.

Rebecca Falkenberry, 301 2nd Street North, did not speak, but indicated she was “against” the application.

Robert Speaker, 233 5th Street North, spoke against the application. He stated that he lives in the building that he is in due to the pricing and that studio apartments not too far from him are $1,100. He stated that he would not have moved here if he did not find an apartment for $750.

His concern is being displaced, and the first and last month’s rent, deposit, and moving expenses with a small budget is a total of $2,000. He asked the people from his building [in Council Chambers] if any of them could spare $2,000 or more to be displaced in favor of this building.

Mr. Speaker is also concerned that he will have to spend more money that he does not have for a building that is not as nice. He is requesting help with the possibility of the move coming up. He stated that it is not he who is deciding to move and go to a more expensive apartment that is not as nice, and some of them are in dangerous neighborhoods. Mr. Speaker stated that he has gone with Terrier Properties and Duck Inn Properties and two others that are privately owned.

Mr. Speaker stated that none of them [properties] are meeting his requirements and are up to $500 and $1,000 more, plus his moving. He asked the commissioners if they had any suggestions on what can be done for the displaced tenants for himself and the other tenants in his building.

Chair Walker stated that this is not the forum for questions.

Scot McIntire, 232 4th Street North, spoke against the application. He stated that the previous project that was approved in 2005, is way different now then it was in 2005. He stated that there are projects after projects going up all over St. Petersburg, housing which he cannot afford. He stated that his building is right next to the church that they say has no use, which is a private home, and someone lives there. He stated that his building is right next to that.

His concern is that this building that they are proposing is not to scale with the other historical buildings, including the library, the lack of off-street parking, and alley access. Mr. McIntire stated that his building is parallel with the alley, he has a gate from his apartment building onto this alley. He stated that this alley is already very busy with Orange Blossom catering and it is a one-way alley, heading away from 4th Street. Mr. McIntire stated that people already go the wrong way, down the alley and with another 270 dwellings and numerous retail, he feels that the alley can become very a dangerous place.

Mr. McIntire stated that the most important thing that he would like to request is the denial of this project because it will not provide any affordable housing for those would like to live in the area. He stated that there is not much left and with these buildings being torn down, there will be less and less, and he is afraid that his rent might go up.

Mr. McIntire stated that he wants to put in his vote to be against the project.

Emily Elwyn, 836 96th Avenue North, did not speak but indicated she was “against” the application.
Peter Belmont, 102 Fareham Place North, spoke against the application. He stated that he wanted to start some discussion about the Special Condition in relationship to when demolition of the existing structures could occur. His concern is that if something happens in this project, like it did with the last one, in the end it does not happen.

Mr. Belmont stated that there is a proposed Special Condition that states ‘demolition would not be allowed until construction plans have been submitted.’ He stated that at some point over the last few years [he is not sure when it was or why it has changed], they used to have what he considered a fairly standard condition because it was used in a number of applications or projects that said not only would there be a requirement for construction plans to be submitted or full construction plans, but also proof of construction financing.

Mr. Belmont suggested that the special conditions should be amended to include at least both aspects of that to do our best to provide certainty before we have the potential for demolitions in empty lots that we are as sure as we can be that a project is going to move forward.

Mr. Belmont stated that he had a hard time following Don, in terms of his complaints about creating a new law regarding historic buildings. He stated that his understanding is that part of the buildings on this site are contributing buildings or contributing resources to the Downtown National Register Historic District.

Mr. Belmont stated this means they meet the definition of historic resources under the Comprehensive Plan. He stated that this means they [commissioners] are supposed to be considering the impact of those resources in accord with your code requirement and the paragraph in question.

Mr. Belmont stated that he feels it is entirely appropriate to consider the impact to historic resources and that means that if they [commissioners] felt that impact was significant enough that this project should be denied, you are entirely in your rights to do so, to apply that code provision and say, ‘no, this project should not go forward.’ He stated that the big picture is that he is running out of time, but that this City needs to think about what they are going to look like in the future.

Mr. Belmont stated that this is an incredible change for this part of downtown and the north side of downtown is largely a residential neighborhood of primarily many historic structures, contributing buildings to the Downtown District. He stated that compared to this low-income intensity or low-rise buildings, it is clear they are changing, but if this is what is going to happen on every piece of property, he stated that he does not think that this is what the community expects and wants.

Mr. Belmont stated that as a commission that is looking at what is happening, he hopes that they will begin to raise some of those questions.

Susan Olsen, 444 3rd Avenue North, spoke against the application. She stated that she and her neighbors are retired and on social security. She stated that when she moved to the building, one of the things that attracted her to this was the fact that she had to pay very little to get in. She stated that when on social security, it is tough to do to find a place where you do not have to pay a huge amount of money.
Ms. Olsen stated that she had to pay her $700 per month rent, plus $100 processing fee. She stated that her neighbor and she both moved in at the same time, which was a year and a half ago. She stated that her concerns are finding affordable housing and that in the time that she has lived downtown, [she has lived in Florida for 7 years now] the rent has gone up, anywhere from $150 to $200 or more per month, which she cannot afford and barely got into this place with her income.

Ms. Olsen stated that provisions were made to help her get in [current residence]. She stated that there is a problem in the corner of 5th Street and 3rd Avenue North, as there are constantly accidents happening. She stated that someone just plowed into the center railing and broke a sign that the City had to come to fix.

Ms. Olsen stated that they may have to put a signal in if this big building goes up because that corner is a problem. She stated that she lives in the front building and sees it going on all the time, and there are constantly accidents, very close accidents happening. She stated that the area and the traffic in the area is a problem.

Ms. Olsen stated that the biggest concern for her and her neighbors is finding affordable housing. She stated that it is not like they have a security deposit that they are going to get back to assist with getting a new place. She stated that she may have to completely move out of this area because she cannot afford it.

Ms. Olsen stated that she moved to Florida from California because it was what she could afford, being retired. She stated that she will probably have to move completely out of the area, which she is not sure she will know how to do. She stated that none of them knew about this project until the City posted the signs in front of their building.

Ms. Olsen stated that she asked her neighbor about it and they questioned management, who told them that it is nothing and does not mean anything. She stated that on Thanksgiving weekend, she received a call from maintenance that advised her to stop going around talking to everyone about something that is not true and not going to happen, and that they are not tearing down the building.

Ms. Olsen stated that the City gave her the plans and she showed the maintenance team and told them that she had all the plans and to stop lying about it.

Christine Page, 920 Jackson Street North, spoke against the application during the Public Comments section (Item D – of the Agenda). She stated that wanted to urge commissioners to deny approval of the Site Plan and FAR Bonuses. She stated that she works at the Shuffle Board Club around Mirror Lake and they worked very hard to make that area vibrant and help people appreciate the historic importance of Mirror Lake and those buildings.

Ms. Page stated that it would be a shame if those apartments were demolished. She stated that she had some issues with the FAR Bonuses and believes the TDRs were meant to save historic buildings and she does not think they should be able to purchase TDRs, if they are going to demolish four contributing structures to the National Historic District.

Ms. Page stated that those apartments have about 100 affordable houses in them and that is detrimental to Affordable Housing to tear those down and receive an FAR bonus for giving a contribution to the Housing Authority. She stated that this makes the Affordable Housing issue worse, by taking away those affordable apartments.
Ms. Page stated that there is a reason that the FAR is set to 3.5 around Mirror Lake, which is to protect the area from developments that are grossly out of scale with the neighborhood. She stated that this proposed building is very much out of scale and that her first hope is to save the charming buildings that exist right now. She stated that her second hope is that the 21-story structure is not allowed to be built on Mirror Lake.

CROSS EXAMINATION

City Staff waived cross examination.

The Registered Opponent, Lynn Merhige asked why it seems like they got the letter November 16 [2018], and then the hearing, they said they wait a month and it is the 5th. She stated that she read in the report by Mr. Kilborn that there is supposed to be a commission on planning and Urban Development and that would be December 11th. Ms. Merhige asked if they delayed that or if they were trying to rush this through before there is time to think about it.

Mr. Malyszka stated that Derek could respond to that one meeting she is referring to, but that the notice that was prescribed by a City code to send out the notice as is, so that they send it out within a minimum of ten days before public hearing. He stated that the applicant sent it out on the 16th and they have the Certificate of Mailing, which is more than ten days, which is required by code.

Mr. Kilborn stated that there are probably two different parts to this question. He stated that the memo that he prepared referenced a 30-day "Stay of Demolition", which is only when they are dealing with Potentially Eligible properties that are on the official list. He stated that the buildings that are on the subject property are not on the potentially eligible list and not subject to the 30-day reference.

Mr. Kilborn stated that any reference to December 11th is not in the memo, that may be associated to another initiative that is ongoing and does not relate specifically to this property.

Ms. Merhige stated that it did relate to this property, but it was about properties in designations.

Mr. Kilborn stated that he would amend his answer to instead say that on page 3 of 12, in his memo, there is a reference to an upcoming meeting, but that is a reference to an update to the Potentially Eligible List. He stated that what he was citing in his response was that the buildings on this subject property are not part of the discussion that is proposed for December 11th.

Ms. Merhige asked when they do this study, they do everything about statistics and things that she does not understand. She stated the square footage; the building is 50-square feet now and it will go up to about 277-square feet. She stated that they do not question people and that they are doing statistics about structure but what about the people that live in these places.

Ms. Merhige stated they should find out who lives there, do the work downtown or have the income. She stated that the Mayor wants to create affordable housing, but when will that happen. She asked for them to be given incentives so that they can stay where they are.

Mr. Malyszka stated that this is not part of the review criteria established by code. He stated that he does not look at the current owner, or renters or occupants of a structure, they do not look at income, or the ownership, but it is the criteria that they are given to look at the vesting of development rights. He stated that they must have an established criterion to do so, and Legal may expand upon as to why this is so.
Michael Dema, Assistant City Attorney stated that the criterion in the code is a narrow review that has to stay on those site plan review criteria and the DC-1 Zoning Regulations.

Ms. Merhige stated that we do it because we can. She asked if they do build this big tower, could the person that builds it have some type of rent control so that these people that are displaced could perhaps move in at the same rate that they are paying now.

Mr. Malyszka stated that this would be left to the applicant.

Ms. Merhige stated that he will not do it because it is all about money.

Mr. Mastry stated that if they are not going to commit to the price that they are going to charge, that he would like to sign up to if he could get a unit in the new building for what they are paying in the buildings that are in now. He stated that it will not happen and apologized.

Chair Walker reminded Ms. Merhige that she had five minutes total for questions.

Ms. Merhige stated that other cities have rent control and why would he not be amendable to that, since he is displacing a whole city block of apartments.

Mr. Mastry stated that he could not answer that and that it is not part of the conditions or criteria that you review to get permission to build the building. He stated that it is not part of the law of the City. He stated to Ms. Merhige that as they discussed before this meeting, he told her that a lot of the things she wants, you will need to have the laws of the City changed.

Mr. Mastry stated that they are only following what is in the books.

Chair Walker asked Mr. Mastry if he had any cross-examination.

Mr. Mastry stated that he did. He placed a photo on the overhead and asked Mr. Malyszka if this was the building previously approved.

Mr. Malyszka stated that from his recollection, this is the correct building.

Mr. Maistry asked if it were massive and ugly. He stated that it was so much bigger and taller. He placed another document on the overhead and asked Mr. Malyszka to read the highlighted sentence.

Mr. Malyszka read [from "Local and National Register Listings"] "The listing of a property in the National Register does not place restrictions on private owner's future alterations unless Federal assistance is involved in the project."

Mr. Mastry stated that this information is out of the City’s website and that when Peter Belmont says that he does not know what he is talking about, that is what he is talking about. Mr. Mastry presented another statement from the City website and placed it on the overhead.

Mr. Malyszka read highlighted text from The St. Petersburg Register of Historic Places, "The National Register of Historic Places is overseen by the National Park Service. This designation is largely honorary and involves the documentation and evaluation of historic property."
Mr. Dema stated to Mr. Mastry, that this was not cross examination, asking staff to read something that he could read in his closing.

Mr. Mastry stated to Mr. Dema that that is the way he did it this time.

REBUTTAL/CLOSING STATEMENTS

Chair Walker moved into Rebuttal/Closing Statements.

City Staff Rebuttal/Closing Statements.

The Registered Opponent, Ms. Merhige stated that she wonders if the City should look into their criteria for allowing development and that maybe slow down and take a pause, wait a few years until we see what happens with all this rushed development that is going on in the Edge District and the Central district.

Ms. Merhige asked whether the apartments that are in place already are filled and is there a need to tear down another one and make another tower. She asked about funding and stated that she wonders if the developer has the funds in place to do this project. She stated that Mr. Kilborn said that if he had to do this over, he would get his degree in lending rather than Urban Planning.

Ms. Merhige stated that the banks are lending money and they saw what happened in 2005, 2006, 2007, and 2008 and that this is going to happen again. She stated that there may be a boom now, but there will be a bust too.

The Agent, Mr. Mastry stated that there was a statement about why the developer did not do something for workforce housing or affordable housing. He stated that first they had to go to public hearing and the first 0.5 FAR must be used for a payment to the Housing Trust Fund. He stated that on a $69 million project, the payment will be $172,700 that the developer will receive nothing for and that this will be paid.

Mr. Mastry stated that it was mentioned that there are no other tall buildings in the area. He stated that there is a 15-story building, the Peterborough [apartments], one block north, and there are tall buildings to the north, on 5th Street. He stated that the DC-1 Zoning District is the 2nd most intense development district in the City of St. Petersburg and if one cannot put tall buildings in this district, where can one put them.

Mr. Mastry stated that the height limit is 300-feet and they are 50-feet below that height limit. He stated that they have not pushed the ceiling at all. He stated that he hopes they all agree now that the buildings that are existing on the site right now do not receive any protection, they are not historic or on the Potentially Eligible List, and there is nothing that can prevent the owner from demolishing those buildings.

Mr. Mastry stated that this is not like the Bezu case and is very different from what they heard about twice before. He stated that the Bezu case was a big building, blanketing residences, which this new building will not do. He stated that the present building's blanket about 90% of the building, they are not residential, and they will create a separation that does not exist, 15-feet on the ground, and another 15-feet at the base, so the tower will be 30-feet back.

Mr. Mastry stated that some examples of buildings that were destroyed and demolished to make way for new buildings. He stated, The One Condominium and the Hyatt took down an office
building, the Ovation took down the Colonial Hotel, the Florencia took down the Sereno Hotel, and Duke Energy demolished the Mass Brothers building. He stated that this redevelopment in downtown occurs when the building is being demolished, not protected, and not designated.

Mr. Mastry stated that this is what we have here, an undesignated building. He stated that the Staff has acknowledged that they are being very sensitive to the designated buildings that are nearby, such as: the library, the Pennsylvania Hotel and he does not need to speak to that.

Mr. Mastry stated that this is a no-variance application and every single condition in the DC-1 Zoning code has been met. He stated that if they are not going to approve this, to explain to him on what provision of the DC-1 code did they fail to make. He stated that the Staff has recommended approval and urges the commissioners to follow that recommendation. Mr. Mastry stated he has the developer, architects, and engineers, who are all willing to answer any questions.

Chair Walker closed the Public Hearing and moved into Executive Session.

EXECUTIVE SESSION

Commissioner Darren Stowe stated (to Mr. Malyszka) that Mr. Belmont talked about a condition for demolition and he could not find it. He stated that he does not believe it is in there, unless he is missing something.

Mr. Malyszka stated that Mr. Kilborn will explain further, because it comes from his Chapter.

Mr. Kilborn stated that in the City code, Chapter 16, there is a section, "Historic and Archeological Preservation Overlay", in there, there is a section for "Designated Local Landmarks" and what are the procedures for when someone is requesting demolition of a designated local landmark.

Mr. Kilborn stated in that set of criteria, it states that the commission, which in this case would be the Community Planning and Preservation Commission, upon approval of a demolition, could condition certain things. He stated that they can, first 'condition submission of a complete set of construction drawings, and says that they could condition evidence of financing, prior to releasing the demolition permit.'

Mr. Kilborn stated that the code language does authorize the commission to do that when they are approving designation of a designated local landmark and this is in Chapter 16.

Commissioner Rutland asked if this was not [included].

Mr. Kilborn stated that this is not a Designated Local Landmark or a Certificate of Appropriateness and is working outside of the boundaries of that section of the code.

Vice-Chair Doyle asked if Mr. Belmont was correct that they used to have proof of construction financing as a condition, but it is not in there now. He stated that this is his recollection.

Mr. Kilborn stated that based on his familiarity of the history associated with this question, it pertains to the section that he just explained to the commission. He stated that there are separate requirements in the Downtown Center Zoning that are specific to projects in the downtown that require submission of construction drawings when there is a demolition in the downtown, which is separate from the Historic Preservation Program.
Commissioner Stowe asked if currently, the conditions that they have in front of them reference anything about demolition.

Mr. Kilborn stated that he believes there is a reference to the conditions that he has in his memo.

Mr. Dema clarified (to Commissioner Stowe) that there are two sets of conditions.

Commissioner Stowe stated that he is not familiar with them and confirmed that that is where they are being picked up.

Mr. Kilborn stated that he has a condition in his memo that references the submission of a complete set of construction drawings, prior to the release of the demolition permit.

Mr. Kilborn stated that in this case, they felt it was appropriate to offer that condition because it is resulting in the demolition of contributing resources to the National Register District. He stated that they did not go the extra step of requesting the submission of financing.

Mr. Malyszka stated that to further explain the demo, it is in City code and the Downtown Regulations as well as the CCT-2 District Regulations, where the Zoning Official, Jennifer Bryla, would have to sign off on the demo permit that is subject to an approved site plan. He stated that in this case, if the DRC were to approve this today, that this would be the approved site plan and they need to submit a full and complete set of construction documents to the City.

Mr. Malyszka stated it is at that time in which the Zoning Official can sign off on a demo permit.

Chair Walker asked if this were a step to protect the City to not have a vacant lot in the downtown area.

Mr. Malyszka stated that this is correct.

Commissioner Rutland asked if this requires the full permit

Mr. Malyszka stated that the permit does not have to be approved, and that they must have a full set of drawings.

Commissioner Stowe asked if this was sufficient for them to feel that there would not be a vacant lot there, but that there would be construction.

Jennifer Bryla, AICP, and Zoning Official for the Planning and Development stated that this was correct.

Commissioner Flynt asked if for some reason, the project does not go through and the demolition has occurred, would they then be required to do, in comparison to Central Avenue and 4th Street, where they would have to sod it, landscape it and fence it, so that it is similar to that configuration.

Mr. Malyszka stated that this was correct.

Vice-Chair Doyle asked Mr. Kilborn or Mr. Malyszka to answer how the HICP Trust, utilizes the $172,000 [which he assumes is a good estimate].
Mr. Malyszka stated that it is used by our Housing Department for Affordable Housing but does not know of specific programs. He stated that when the City must match certain grants, provided to them by the State for Workforce Housing or Tax Credit project that provide Affordable Housing. Ms. Bryla stated that they use it also to buy property that are anticipating having Affordable Housing projects on them and release them to developers to do that. She stated that Mr. Gerdes oversees that department and can speak more to that.

Commissioner Flynt stated to Mr. Malyszka that 8th Street North and 3rd Avenue on the northwest corner and the southwest corner there is a 4-story building. He asked if those were lower income housing projects that have been developed in downtown St. Petersburg.

Mr. Malyszka stated that they south corner/southwest corner is for Senior Affordable Housing and restricted by age. He stated that the northwest corner is not age restricted but is affordable and that they received some bonuses for Workforce Housing for that project, so they are tied in with the City's Housing department for at least 30-years on some of those units.

Mr. Malyszka stated that they may have received some Federal funding for that. He stated that there are some other Affordable Housing, a lot of which has been Senior Affordable Housing that has been built. One is on 4th Avenue South, the Harbor Edge, and there is one that will be located on 4th Avenue South and 6th Street, the northwest corner, and that is affordable, age-restricted housing.

Commissioner Flynt asked if these were all the 30-year limitations on those agreements, so mixed market rate.

Mr. Malyszka stated that the only one that is mixed is the one on 4th and 4th South that is a mix of some market rate housing as well as some affordable units. He stated that the other ones are all affordable units.

1st MOTION: Commissioner Stowe moved, and Vice-Chair Doyle seconded a motion to approve a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270-dwelling units. The applicant is requesting floor area ratio bonuses.

VOTE: Yes – Flynt, Griner, Rutland, Walker, Doyle, Stowe, MacReynolds.
No – None.

Motion passes by a vote of 7-0.
MOTION TO APPROVE:  1# Approval of a Site Plan to construct a 21-story mixed-use building with 10,890 square feet of commercial space and 270-dwelling units. The applicant is requesting floor area ratio bonuses, subject to the conditions in the Staff Report.

AMENDMENTS: 

MOVED BY: STOWE
SECOND BY: DOYLE

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* Alternate

Attendance

- P Flynt
- P Griner
- P Rutland
- A Samuel
- P Walker
- P Doyle
- P Stowe
- P MacReynolds *1
- A Barie *2
- P Cuevas *3

Presentations

- X Corey Malyszka based on the Staff Report
- X R. Don Mastry spoke on behalf of the applicant
- X Lynn J. Merhige spoke on her own behalf
From: R. Donald Mastry <dmastry@trenam.com>
Sent: Thursday, October 04, 2018 10:18 AM
To: Corey D. Malyszka <Corey.Malyszka@stpete.org>
Cc: grady@pridgendevelopment.com
Subject: FW: Inland Development Site Plan Application Case No. 18-31000016

Corey,

Attached is a copy of an email which I sent to Grady Pridgen as the owner of the former church property on the east side of the proposed development on the site at the southeast corner of 5th Street N. and 3rd Avenue N. My email to Grady had attached to it a copy of the application for site plan approval along with the exhibits. Since sending the email and application to Grady, I have had two telephone conversations with him about the project and he has stated he does not have an objection to the project. I am in the process of arranging a meeting between Grady and the developer.

I am not sending this email to speak for Grady Pridgen but to show that he was provided a copy of the site plan application and its exhibits and he and I had two telephone conversations about the project and he will be meeting with the developer.

Don
September 17, 2018

Via Hand Delivery:

Matt Weidner
St. Petersburg Downtown Neighborhood Association
250 Mirror Lake Drive N.
St. Petersburg, FL 33701

Re: Application for Site Plan Approval

Dear Mr. Weidner:

I am writing to you in your capacity as President of the St. Petersburg Downtown Neighborhood Association.

I am the authorized agent for a proposed mixed use project to be constructed on the southeast corner of 5th Street N and 3rd Avenue N.

An application for Site Plan Approval was filed with the City today. I am delivering, with this letter, a copy of the Application which was filed today.

The developer of the project is Inland National Development Company, LLC. Inland has asked that I let you know that it is willing to meet with the Board and/or the members of the St. Petersburg Downtown Neighborhood Association. Please let me know if the Association would like to meet and the time and place of a meeting.

Please call me if you have any questions or would like to discuss this matter.

Sincerely,

R. Donald Mastry

cc: Corey Malyszka
Iris,  

Thank you for returning my call. Please forward this to the DRC.

To the Development Review Commission,

I am writing to voice my opposition to the development plan and the plan to demolish the buildings of case #18-31000016, the properties at 233 and 249 5th Street North, and 420, 442, and 430 3rd Avenue North.

Due to an already scheduled meeting at work, I cannot attend the hearing. If I could I would be there to speak out against the site plan. The opinions in this letter are my own. I am not speaking on behalf of my employer, the St. Petersburg Shuffleboard Club.

I have volunteered for and now work for the shuffleboard club, which is around the corner from these buildings, for over thirteen years. Over the years many people, including myself, have worked very hard to improve the Mirror Lake area, and have helped contribute to the appreciation people have for the historic buildings around the lake. Thanks to the grassroots preservation efforts of many people, that area is now once again a functioning and vibrant part of downtown.

That stretch of Sth Street North, with the Mirror Lake Library and the charming historic apartments, is a wonderful example of 1920’s St. Petersburg. Those apartments are important examples of seasonal housing for winter residents during the tourist boom. That corner is the “gateway” to Mirror Lake: it starts with the apartments and the library, and leads north around to the historic lawn bowling and shuffleboard clubs, the 1920’s high school, the Lyceum, the Tomlinson building, and the Universalist Unitarian Church. To lose those apartments would be a detriment to Mirror Lake.

The apartment buildings contain 100 affordable apartments, which are getting harder to come by in St. Petersburg. I know several residents, they all chose those apartments specifically because they wanted affordable housing and being able to live in a historic building was important to them.

If the loss of historic buildings doesn’t move you to vote against the site plan and FAR bonus, the height of the building proposed should be enough to vote against it. Simply put, the proposed plan is way out of scale of everything around it. Building a 21-story building right there intrudes on every building on those blocks.

I urge the commission to vote against the site plan, and against the FAR bonus. Please keep the historic fabric of Mirror Lake — an area so many people have worked hard to revitalize — intact.

Thank you,
Christine Page

Christine Page
920 Jackson Street North,
St. Petersburg, FL 33705
christinepage@mac.com
Hello Ms. Winn,
I am writing as a resident of St. Pete, and former business owner in downtown, to urge the DRC to deny the FAR bonus for building a 21 story building in the Mirror Lake area.
A building of that height is totally out of keeping with the area. I am not against growth, nor against tall buildings. But we are rapidly losing St. Pete's unique flavor, and the area surrounding Mirror Lake is one of the urban areas that is still human scaled.
There are a lot of other places in the city, even in downtown, where a building of that scale would fit in.
Again, I urge the DRC to deny the FAR bonus for the property on 5th St.
Thank you for your time, and of course, for all you do for our wonderful town.
JoEllen Schilke
Iris- 

Please share the with the DRC my utter disgust of the idea of a 21-story building at the corner of 5th and 3rd near Mirror Lake. The plan is so out of scale with the area, ask them to please vote to deny the FAR bonus and deny the site plan.

Please keep St Pete special!
Thank you- 
Tara Ollis

10775 Village Club Circle
St Petersburg
Hi Iris,

I would like to voice my disappointment at the proposed high rise structure being reviewed for development near Mirror Lake. A high rise of that magnitude (or any magnitude) at this location would be terrible. Mirror Lake isn’t Beach Dr. It cannot support the number of people involved with a building that size, nor would it be able to retain the charm that it has today. Please ask the commission to keep St. Pete special and deny the request to build anything like this near Mirror Lake.

Thank you,
Stephanie Swain
1024 24th Ave. N.
St. Petersburg, FL 33704
Good afternoon,

I am writing to request that you vote to deny the FAR bonus, as well as the site plan for the 21 story residential building that has been proposed near Mirror Lake.

It is important to preserve the charming, historic apartment buildings that make our city special and unique.

Please vote to deny this building project.

With thanks,

Melissa Niel

1663 23rd Avenue North
We are writing you to express our opinion, and request that you NOT approve the FAR bonus for this development project, that you deny this site project (across from Mirror Lake Library). This project is far and above the current height and size character of that neighborhood. Viewing the current renderings of this project, before and after, clearly demonstrates this fact.

Additionally, approving this project will reduce the number of 'affordable housing' options, (reportedly at critical levels, by St Petersburg authorities themselves) available for St Petersburg residents. Why is this city tearing down affordable housing alternatives to then invest in the building of new ones, which will be much less affordable unless subsidized by St Petersburg tax payers?

In our opinion it seems clear this is project is a poor idea for both the neighborhood and St Petersburg in general.

Thank you for your time and attention,
Charlene H. Simon
Raoul H. Simon
Hi-

It has come to my attention that there is a plan to put a high rise Building across from one of the Crown Jewels of St. Petersburg. The Carnegie Library on Mirror Lake.

It is my belief that this area should be kept to a certain scale and style.

I understand some of the proposed Buildings to be destroyed are with little character.
However a few are, and should be restored, not torn down.

So I would advise against approving the high rise. Case #18-31000016

Thank you for your consideration,
Fran(38 year resident)
Ms Winn-

The sale of more of our historic city to developers including present thoroughfares, even alleys do nothing to preserve our city’s character and history. I urge you to please do all you can to prevent further loss of our city and it’s history. Thanks for all you do.

-Albert Newberry
Ms. Winn,
I'm writing to express my disapproval for the further destruction of historic buildings in St. Petersburg. I'm returning back to St. Pete after 4 years in Atlanta and I hope to return to a city that cherishes its historic properties, including streets and alleys. Private companies should not be allowed to by our roadways and to tear down our history. Please preserve our beautiful city.
Thank you for your time,

Crystal Robinson-Fisher
To whom it may concern, please vote to deny the FAR bonus and deny the site plan for the attached notice.

This development is completely out of character for the mirror lake area, and really St Pete in general. As a lifelong resident of St Petersburg, I am not anti development, but it should be measured and appropriate. This proposal is neither.

Thank you for your time and consideration.

Matthew Simmons
PUBLIC NOTICE
DEVELOPMENT REVIEW COMMISSION

THE OWNER OF:
225 5th Street North
245 5th Street North
420 1st Avenue North
440 1st Avenue North
460 1st Avenue North

REQUESTS
Approval of a site plan amendment to construct a 6-story mixed-use building with
19,000 square feet of commercial space and
2,700 square feet of retail space. The applicant is requesting
representation by a site engineer.

PUBLIC HEARING
February 1, 2022, at 2:30 p.m.

ADDRESSES:
112 North Palm Avenue
Fort Myers, Florida

ATTENDANCE REQUESTED:
All members of the public are invited to attend.

FOR INFORMATION CALL 239-329-6400

REPUBLIC OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Good afternoon,

I recently learned about a site plan to build a 21 story apartment building near the library and senior center on 5th Street North in the neighborhood of Mirror Lake. I would like to strongly urge the commission to deny this request. St Petersburg is growing by leaps and bounds, which can be great... but also seems to be dangerously outpacing infrastructure improvements. We have already experienced a number of sewage dumps into our Bay and Gulf from aging water treatment centers. We have 4 or 5 new high rises already on the waterfront that are massive ... in addition to the 3 or 4 that are going up along Central and 1st Avenues North. With the Albert Whitted water treatment center not in proper functioning order, where does all that waste go?

In addition to outpacing needed infrastructure improvements, these gigantic high rises are also out pricing many people who already live in those historic brick buildings. This is displacing people who cannot afford to live in million dollar apartments of that scale. It's displacing people that can not eve afford to pay over a $1000 a month in rent. St Petersburg does not need to be the Monaco of the United States ... it needs to remain St Petersburg. Some growth is great, too much growth is just too much.

The site planning for this 21 story building clearly shows that a structure like that is out of character for the area. Preserving the historic brick buildings will ensure St Pete retains its charm and appeal. I sincerely hope you will please pass along my request that the DRC vote to deny the FAR bonus and deny the site plan.

Thank you very much in advance...

Sincerely,

Leah Hodgen

Sent from Yahoo Mail on Android
A 21-story residential tower has been proposed for the southeast corner of 3rd Avenue North and 5th Street North across from the Mirror Lake Community Library. If people want to live in a major city they can go to new york or miami. we love the 'burg because it is just that, the burg! but it won't be if you don't stop this madness. The plan is so out of scale with the area, please vote to deny the FAR bonus and deny the site plan.

thank you
coralette damme
2584 14th avenue north
st petersburg fl 33713
Iris L. Winn

From: Beth Reynolds <beth@basecampphoto.com>
Sent: Tuesday, December 04, 2018 4:02 PM
To: Iris L. Winn
Subject: No Vote

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,
I am writing to express my concern about the proposal for the land across from the Mirror Lake Library where the historic 1920's apartments are located.

The proposed project is WAY out of scale for the area. Our historic Mirror Lake is being swallowed up into shadow of more and more high rise buildings - pretty soon there will be NO sun shining in St Pete because we have blocked it all out with tall, out of the norm and not welcome new structures. As a person who was born and raised here and now works on Central Ave - I walk around the lake, I visit the library and enjoy the banyans and breeze on many lunch hours and morning walks. I enjoy the sunshine!

The very tall proposal is out of character, and destroys historic buildings for the neighborhood. We are losing the beauty that brought us here so many years ago. If we lose our history - we lose so much more than just a building. We lose the stories, the art, architecture, the character that is our foundation. We do not want to look like east coast.

When it all collapses - we will be left with empty apts that are expensive and our history gone.

Please do NOT approve the FAR bonus and site plan for 233, 249, 420, 442, 430 Sht Ave North.

Sincerely,
Beth Reynolds, resident and native of St Pete.

**

Beth Reynolds
Visual Storyteller
https://basecampphoto.smugmug.com/

727-418-2575

"Life is good through a lens!"

"Each day as the earth revolves toward sunrise members of a select human species awaken to observe the world with three eyes instead of two. They are the press photographers of the world, men and women who write the visual biography of man on earth." -John G. Morris
Good Afternoon: I'm writing to express my concern that the proposed 21 story apartment building to be built across the street from the Mirror Lake Library is way too tall and out of scale for the area. Plus, we'd lose some more of the charming old St. Pete buildings. Please don't move this plan forward.

Thank you,
Suzanne Andrew
Dear Ms. Winn,

The new 21 story apartment building planned for this location is completely out of character for the area. The project makes a mockery of our zoning laws and I hope the revised FAR is not granted. I live downtown and it's distressing to see another assault on the character of St. Pete; there may be better locations in town for a building of this size.

Please convey my thoughts to the DRC.

Thank you,

Marshall Seiden

Marshall Seiden
mseiden46@gmail.com
Concerns against the Design and FAR Bonus
Request to Deny Bonuses

7.0 FAR is too much for this sized site and relationship to Mirror Lake and Adjacent Historic Structures

Housing Stock

- $157,500 is not enough for the displacement of the rental stock. The support into the HCIP is not adequate for the amount of units lost and not immediately replaced into this new building. This bonus should be denied or the monetary amount increased.
- This building will impact the amount of affordable units within the city. The decrease of the 100+ rental units to low income households will reduce inventory for residents who may be limited to the amount of their monthly disability or aid and assistance checks. No affordable units are included into this new building and will require long time residents of the area around Mirror Lake to relocate away from services such as the Sunshine Center, County Services, transportation hubs and county services.

Infrastructure

- Lack of capacity of City's public storm sewer and waste water facilities. This building along with others in the city will increase the overall load to an already overburden system. Please keep this in mind with this development and other incoming permitted and planned projects to the city in connection to sea level rise. It is sad that the art component will allow for the increase of 1.5 FAR. Art is great - but it does not protect residents from the impacts of climate change.

Architecture and Massing

- I concur that the ground level should be wrapped with retail and commercial space BUT this should be common design rules and not a bonus. Good urban design includes wrapped buildings.
- The Base Pedestal Height and architecture style do not fit within the character of the contributing historic structures and adjacent structures around Mirror Lake. The building would fit better if there was continuity to the existing structures.
- The Architect should include views from the west side - across Mirror Lake. Renderings show the buildings west elevation as a mass (even with the 'u' shape floor plan), the details presented do not lighten that facade which could dominate over the Library and lake.
- Similar to the Waterfront (Tampa Bay), Mirror Lake deserves details such as human scale, shadowing and preservation of corridor views. This lake was a showpiece for the City and is a historical park and just as critical to open space as others in the city. Views to and from the lake should be considered and a setback to the library and like would be preferred.
- Plans do not show if the overall height will impact the Airport.

Historic Preservation and Character of Mirror Lake and Contributing Structures.
The 2005 application is not valid with current standards and requirements and what was allowed then is not allowed now in applications and should not be used as a precedent. As a resident in 2005 - I remember how different times were for new development within the City of St. Petersburg. At that point in time, care was not given to preserving the character of St. Petersburg and we were fighting to preserve places such as the Shuffleboard Courts and the 500 block of Central Avenue. Buildings were lost, and lessons learned.

Sara Hoeber
Urban Designer
Honorable Development Review Commission:

Please deny the FAR request from the developer that is proposing a totally out-of-proportion 21 story tower in a low rise, historic neighborhood. This is inappropriate for the location and would be a good case study in proposing a complete revamp of codes since Vision 2020 had no conception of the out-of-control development that is presently occurring.

This will inevitably come up again until the codes are addressed to remove this possibility.

Thank you.

Respectfully,

Bill Stokes
301 University Way North
Unit 18
Saint Petersburg, Florida
33701

Top Gut Doctor Warns: "Throw Out This Vegetable Immediately"
unhealthpublications.com
http://thirdpartyoffers.juno.com/TGL3131/5c0708bec10db8be2398st02vuc
Dear Iris

This goes against everything that is charming about St. Petersburg Florida. If I wanted to live in Orlando with a bunch of pre-fab skyscraper condos I live there. With more and more of these projects popping up you’re going to lose what makes people come to Saint Petersburg Florida

Concerns against the Design and FAR Bonus

Request to Deny Bonuses

7.0 FAR is too much for this sized site and relationship to Mirror Lake and Adjacent Historic Structures

Housing Stock
$157,500 is not enough for the displacement of the rental stock. The support into the HCIP is not adequate for the amount of units lost and not immediately replaced into this new building. This bonus should be denied or the monetary amount increased.

This building will impact the amount of affordable units within the city. The decrease of the 100+ rental units to low income households will reduce inventory for residents who may be limited to the amount of their monthly disability or aid and assistance checks. No affordable units are included into this new building and will require long time residents of the area around Mirror Lake to relocate away from services such as the Sunshine Center, County Services, transportation hubs and county services.

Infrastructure
Lack of capacity of City’s public storm sewer and waste water facilities. This building along with others in the city will increase the overall load to an already overburden system. Please keep this in mind with this development and other incoming permitted and planned projects to the city in connection to sea level rise. It is sad that the art component will allow for the increase of 1.5 FAR, Art is great - but it does not protect residents from the impacts of climate change.

Architecture and Massing
I concur that the ground level should be wrapped with retail and commercial space BUT this should be common design rules and not a bonus. Good urban design includes wrapped buildings. The Base Pedestal Height and architecture style do not fit within the character of the contributing historic structures and adjacent structures around Mirror Lake. The building would fit better if there was continuity to the existing structures. The Architect should include views from the west side - across Mirror Lake. Renderings show the buildings west elevation as a mass (even with the 'u' shape floor plan), the details presented do not lighten that facade which could dominate over the Library and lake.

Similar to the Waterfront (Tampa Bay), Mirror Lake deserves details such as human scale, shadowing and preservation of corridor views. This lake was a showpiece for the City and is a historical park and just as critical to open space as others in the city. Views to and from the lake should be considered and a setback to the library and like would be preferred.

Plans do not show if the overall height will impact the Airport.

Historic Preservation and Character of Mirror Lake and Contributing Structures.
The 2005 application is not valid with current standards and requirements and what was allowed then is not allowed now in applications and should not be used as a precedent. As a resident in 2005 - I remember how different times were for new development within the City of St. Petersburg. At that point in time, care was not given to preserving the character of St. Petersburg and we were fighting to preserve places such as the Shuffleboard Courts and the 500 block of Central Avenue. Buildings were lost, and lessons learned.

Anita Leros

Sent from my iPhone
Iris
The current 5th street historic apartments near mirror lake are adorable. Having a high rise replace them is gut wrenching and not in the keeping of the area. Please please please vote or do anything you can to help express the disagreement and sadness of the residents of this amazing city about this development. I am not against development generally, I am completely against this.
Thank you for your consideration
Jill Keller
Hi Ms. Winn,

I am writing you to express my concern with the proposed 21-story building on Mirror Lake. For one, it is incredibly out of scale for the area around it. I spend a lot of time riding and walking around Mirror Lake and a building like this would drastically change the character and ambience of this area not to mention dwarf everything around it — and be an eyesore, frankly. The current buildings have historic significance and have been part of the landscape for nearly a century. Please share my opposition to this proposal as a St. Petersburg resident, downtown working professional and shuffleboard club member. Help Keep St. Pete special.

Thank you,

Stephanie Sasseen
Hi,

Please deny the far bonus to the proposed 21 story building across from Mirror Lake Library.

The building is extremely out of scale for that place.

There needs to be a balance between old and new and large and small. There is no balance when every large, new development is approved.

Please look at the long term instead of just the immediate dollars.

Don't Lauderdale St Pete!

Thank you,
Jeff Schorr

Sent from my iPhone
Iris,

I think the plan for a 21-story building is way out of scale with the Mirror Lake neighborhood. Please vote to deny the FAR bonus and deny the site plan.

Sincerely,

Terri Gross, a St. Petersburg resident
Good morning,

I am writing to express my concern with the plan for a 21-story apartment building plan for 5th Street across from Mirror Lake. I live at Mirror Lake and have been a long time arts administrator in the Downtown St. Pete area. Although I am pleased with the city's growth, the number of high-rise condos and apartment buildings that tend to erase the city's rich history and historic buildings is a concern.

I realize that many buildings may not be able to be maintained, and that new construction sometimes is necessary; however, a 21-story building on that block makes no sense. It would detract from the charm of that street, take away views from current residents, increase car traffic and impede pedestrians in that area, and crowd a quiet neighborhood. A 21-story building would be an eyesore and change the dynamic of a wonderful part of our downtown.

I am emailing you today to ask that you reconsider approval for this project.

--
Mich Sullivan
St. Petersburg
Dear Ms. Winn

I am an owner at 701 Mirror Lake Condominiums. The thought of a 21 story apartment building in our historic neighborhood makes me want to cry. Please do not approve such a monstrosity.

Hilton Jones
http://hiltonkeanjones.com
"Nature does not hurry, yet everything is accomplished."
--Lao Tzu
Iris L. Winn

From: William Lindsay <lindsayflorida@gmail.com>
Sent: Wednesday, December 05, 2018 11:26 AM
To: Iris L. Winn
Subject: FAR bonus

Dear Ms. Winn

I am an owner at Lake Palms, 750 Burlington Ave N., on Mirror Lake. Please deny the FAR bonus and deny the site plan for the proposed development on 5th Street, across from the Mirror Lake library. The neighborhood is historic as is the Library itself. The size would be grotesquely disproportionate compared to all to the buildings in the area. Such a development would devalue everyone’s property and quality of life.

William Lindsay
Hello Iris,

I just saw the notice of a hearing to demolish the buildings across from the Mirror Lake library and add a giant apartment building. I think that would be a horrible idea, it does not fit the neighborhood at all. I lived at the Hunt across across the street for the library in the mid 90's (until the fire at there ) and can attest personally it would change the neighborhood by making a nice community area (the library, shuffleboard court, Coliseum, City Hall, Mirror Lake, that tree) look and feel bland.

Thanks for your time,

John Mazzello
Please vote to deny Far bonus and site plan!
I am a local realtor and so concerned about this being out of scale for the area. We don't want to be another Fort Lauderdale! We need to keep our neighborhood charm intact.
Iris L. Winn

From: M Meisner <meisnerm70@gmail.com>
Sent: Tuesday, December 04, 2018 5:05 PM
To: Iris L. Winn
Subject: Proposed 21 story development in Mirror Lake District

I am a life long resident of St. Petersburg. I think the proposed development in Mirror Lake of a 21 story residential building is totally out of scale for the surrounding neighborhood.

I request council deny the application.

Thank you.
Melissa Meisner
5044 3rd Ave N
St. Petersburg, FL
727.421.1905

Sent from Mail for Windows 10
With regard to said property being re-zoned as commercial office space I would like to vote NO! If you need to reach me to discuss this further please feel free to contact me by phone. Thank you. Michael H. Holmes
I am a resident of St Pete

Mark Noll
2323 1st Ave S, st pete 33712
727-515-6352

OMG NO!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

21 stories in that location is crazy. Things are getting out of hand with development.

This is not St Pete and St Pete is NOT Chicago, NY, or LA

5 stories MAX for that location!!!@

PLEASE NO!!!!!!!

Mark Noll
December 4
Dear Iris/DRC
I own a home 3 blocks from this proposal Please submit my request to the DRC in time for Wednesday’s meeting related to the application to demolish the numerous CARA apartments The addressees are
233 5th street north
249 5th street north
420 3rd Avenue north
442 3rd Avenue north
430 3rd Avenue north
This massive proposed project is once again a project in the wrong place Too tall Too intense development Taking out affordable housing Out of place in a historic area of mirror lake library and shuffle board court and lawn bowling club Please ask for at least a postponement until neighbors can review the plans in more detail Thank you Please add me to any future notices about this project Rebecca Falkenberry

Rebecca Falkenberry
301 Second Street North Unit 18
St Petersburg FL 33701
The following page(s) contain the backup material for Agenda Item: Approving a job order to Gibraltar Construction Company, Inc. to replace Span 4 of the 40th Ave NE Bridge (Bridge No 157154). Work is being coordinated by City Engineering & Capital Improvements, at a total contract amount of $468,320.37 (ECID Project No. 18032-110; Oracle No. 16722).

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

Subject: Approving a job order to Gibraltar Construction Company, Inc. to replace Span 4 of the 40th Ave NE Bridge (Bridge No 157154). Work is being coordinated by City Engineering & Capital Improvements, at a total contract amount of $468,320.37 (ECID Project No. 18032-110; Oracle No. 16722)

Explanation: Gibraltar Construction Company, Inc. ("Gibraltar Construction") was one of five Job Order Contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance and repairs. Gibraltar Construction has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance.

The job order will provide for interim repairs to the 40th Ave NE Bridge, at 40th Ave NE, between 12th St NE and 13th Way NE. The repairs will provide access to pedestrians and bicycles before the start of construction to replace the bridge. Both travel lanes will remain open during construction of the new bridge.

The work consists of constructing lane configuration changes which can be utilized during the first phase of the overall replacement of the bridge (to be scheduled at a later date). This will provide for two lanes of traffic to be maintained in the interim as well as during the replacement of the bridge. Performing this work now improves the operational safety, allows for a smoother movement of traffic, and provides bridge access to pedestrians and bicyclists.

During the overall replacement of the bridge, pedestrian and bicycle access will be limited for safety.

Job Order Contracting allows the City to issue a job order to the contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The Task Catalog price does not include overhead and profit. Overhead and profit are included in the contractors’ competitively bid adjustment factor.

The cost of the services to be provided by Gibraltar Construction includes the general conditions, mobilization, and construction, which are included in the attached contractor price proposal.

The Procurement and Supply Management Department, in cooperation with the Engineering & Capital Improvements Department, recommends:

Gibraltar Construction Company, Inc. (Annapolis, MD) .................................................. $468,320.37

This job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027), Bridge Life Extension FY19 Project (16722).

Attachments: Price Proposal (3 pages)
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
## Contractor Price Proposal Details - CSI

**Date:** 1/11/2019  
**Work Order #:** ECI-GB-0005.00  
**Title:** 40th Ave NE Bridge Repair  
**Contractor:** St. Petersburg - Gibraltar Construction Company  
**Job Order Value:** $468,320.37  
**Proposal Name:** 40th Ave NE Bridge Repair  
**Proposal Value:** $468,320.37

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
</tr>
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<tbody>
<tr>
<td>01 - General Requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>01 00 00 00-0001</td>
<td>ea</td>
<td>City of St. Pete Contingency</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>01 22 20 00-0045</td>
<td>DAY</td>
<td>Investigating Senior Engineer Or Specialty Consultant For special investigating requirements or services outside required architectural and engineering services.</td>
<td>$32,029.20</td>
</tr>
<tr>
<td>3</td>
<td>01 22 20 00-0051</td>
<td>HR</td>
<td>Flag person For Traffic Control</td>
<td>$4,990.85</td>
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<tr>
<td>4</td>
<td>01 22 23 00-0585</td>
<td>DAY</td>
<td>50’ Deck Cargo Barge</td>
<td>$11,737.15</td>
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<tr>
<td>5</td>
<td>01 22 23 00-0615</td>
<td>WK</td>
<td>60 To 65 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator</td>
<td>$18,054.70</td>
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<tr>
<td>6</td>
<td>01 22 23 00-0615</td>
<td>WK</td>
<td>60 To 65 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator</td>
<td>$18,054.70</td>
</tr>
<tr>
<td>7</td>
<td>01 22 23 00-0967</td>
<td>WK</td>
<td>3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver</td>
<td>$5,549.64</td>
</tr>
</tbody>
</table>

**Contractor Notes:**
- City of St. Pete Contingency
- Investigating Senior Engineer Or Specialty Consultant For special investigating requirements or services outside required architectural and engineering services.
- Gibraltar's risk management surety safety inspector and insurance rider
- Safety at mobilization and demobilization
- Crew vehicles

*This report was not generated or reviewed by your Account Manager of The Gordian Group*
<table>
<thead>
<tr>
<th>CSI Number</th>
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<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<tr>
<td>01-General Requirements</td>
<td></td>
<td></td>
<td>18 CY Rear Dump Truck With Full-Time Truck Driver</td>
<td>$10,611.65</td>
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<tr>
<td>02-Existing Conditions</td>
<td></td>
<td></td>
<td>Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.</td>
<td>$8,901.46</td>
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<tr>
<td>10-Specialties</td>
<td></td>
<td></td>
<td>9&quot; High, Aluminum Engineer Grade Street Sign</td>
<td>$2,294.39</td>
</tr>
<tr>
<td>31-Earthwork</td>
<td></td>
<td></td>
<td>3' High Turbidity Curtain</td>
<td>$11,161.02</td>
</tr>
<tr>
<td>32-Exterior Improvements</td>
<td></td>
<td></td>
<td>2-1/2&quot; Superpave Leveling Course, SP-12.5</td>
<td>$2,765.06</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Single 6&quot; Wide Solid Line, Painted Reflective Pavement Stripping</td>
<td>$541.20</td>
</tr>
</tbody>
</table>

Contractor Notes:
- **Hauling**
- **Safe work zones**

Subtotal for 01-General Requirements: $112,024.19

Subtotal for 02-Existing Conditions: $19,023.87

Subtotal for 10-Specialties: $2,294.39

Subtotal for 31-Earthwork: $11,161.02

Subtotal for 32-Exterior Improvements: $3,306.26

This report was not generated or reviewed by your Account Manager of The Gordian Group
<table>
<thead>
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<th>Mod</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<tr>
<td>32 - Exterior Improvements</td>
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<td></td>
<td></td>
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<tr>
<td>16</td>
<td>32 17 23 13-0004</td>
<td>0084</td>
<td>For Up To 1 Mile, Add</td>
<td>$108.24</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>17</td>
<td>32 17 23 13-0006</td>
<td></td>
<td>Single 12&quot; Wide Solid Line, Painted Reflective Pavement Striping</td>
<td>$88.56</td>
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<td></td>
<td></td>
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<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>18</td>
<td>32 17 23 13-0006</td>
<td>0084</td>
<td>For Up To 1 Mile, Add</td>
<td>$172.20</td>
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<td></td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>19</td>
<td>32 17 26 00-0002</td>
<td></td>
<td>Surface Applied VPC Truncated Dome Detectable Warning</td>
<td>$202.56</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal for 32 - Exterior Improvements:</td>
</tr>
<tr>
<td>34 - Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>34 00 00 00-0000</td>
<td></td>
<td>40th Ave Bridge Repairs</td>
<td>$221,581.26</td>
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<tr>
<td>NPP</td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>Contractor Notes:</td>
<td></td>
<td></td>
<td></td>
<td>Provide bridge repairs as limited to scope of work provided by American Bridge Company per plans, specifications and Gibraltar's scope of work letter dated 7-3-18.</td>
</tr>
<tr>
<td>21</td>
<td>34 71 13 13-0030</td>
<td></td>
<td>Reinforced Retaining Wall</td>
<td>$68,653.46</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>Contractor Notes:</td>
<td></td>
<td></td>
<td></td>
<td>563' of FDOT New K Wall and stakes/bolts</td>
</tr>
<tr>
<td>22</td>
<td>34 71 16 00-0003</td>
<td></td>
<td>24&quot; Wide, 3 Cartridge Bays, Energy Absorbing Crash Attenuator</td>
<td>$15,015.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>Contractor Notes:</td>
<td></td>
<td></td>
<td></td>
<td>Crash cushion TL2</td>
</tr>
<tr>
<td>23</td>
<td>34 71 19 16-0001</td>
<td></td>
<td>2' High, 3&quot; Diameter Flexible Fixed Stanchion Delineator</td>
<td>$14,688.66</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>Contractor Notes:</td>
<td></td>
<td></td>
<td></td>
<td>Channeling devices</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal for 34 - Transportation:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grand Total:</td>
</tr>
</tbody>
</table>

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 49.45
RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-GB-0005 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GIBRALTAR CONSTRUCTION COMPANY, INC. ("CONTRACTOR") DATED APRIL 28, 2018 FOR CONTRACTOR TO REPLACE SPAN 4 OF THE 40TH AVENUE NE BRIDGE IN AN AMOUNT NOT TO EXCEED $468,320.37; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Gibraltar Construction Company, Inc. ("Contractor") entered into an agreement on April 28, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-GB-0005 to Contractor to replace Span 4 of the 40th Avenue NE Bridge in an amount not to exceed $468,320.37.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. ECI-GB-0005 to the Agreement between the City of St. Petersburg, Florida and Gibraltar Construction Company, Inc. ("Contractor") dated April 28, 2018 for Contractor to replace Span 4 of the 40th Avenue NE Bridge in an amount not to exceed $468,320.37.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00425381
40th Avenue NE Bridge Replacement

http://www.40thavenuebridge.com/
Engineering & Capital Improvements
Project Number: 18032-110
## City Council Approved Items

<table>
<thead>
<tr>
<th>A/E Services</th>
<th>Description</th>
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<tbody>
<tr>
<td>03/15/18</td>
<td>A/E Agreement - Website/Interim safety improvements</td>
<td>$33,700.00</td>
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<tr>
<td>06/07/18</td>
<td>First Amendment - Public Involvement, Geotech, Survey, Bridge Hydraulic Report, Bridge Development Report and NEPA Documentation</td>
<td>$237,068.00</td>
</tr>
<tr>
<td>10/04/18</td>
<td>Second Amendment - Detailed Design, Permitting and FDOT LAP Compliance</td>
<td>$837,688.38</td>
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Summary of Events

6/11/18
Public Meeting No. 1
Objective
• Introduction of Project Team
• Information Gathering
• Navigational Clearances
• Functional Use/Typical Section
• Sustainability/Resiliency

11/27/18
Public Meeting No. 2
Objective
• Recommendations based on Information Gathering and Survey
• Navigational Clearances
• Functional Use/Typical Section
• Sustainability/Resiliency
Conceptual Recommendations based on Public Feedback
Current Condition

<table>
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<tr>
<th>TYPICAL SECTION</th>
<th>BRIDGE REPLACEMENT AT</th>
<th>PROJECT NO.</th>
<th>100232-10</th>
</tr>
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<tbody>
<tr>
<td>CR-391 &amp; CR-477</td>
<td>WARD ST DBP OVER PLAICO</td>
<td>11386-2</td>
<td></td>
</tr>
<tr>
<td>SEC 9.1</td>
<td>25</td>
<td>152</td>
<td>243</td>
</tr>
<tr>
<td>EASEMENT</td>
<td>100</td>
<td>142</td>
<td>129</td>
</tr>
</tbody>
</table>

NOTE: EASEMENTS AND CURVES HAVE BEEN ADJUSTED FOR TRAFFIC.
Requested Approval

- Implement Pedestrian and Bicycle access
- Impact - Bridge Closure of 4 – 6 weeks
- Would serve as the first phase of Maintenance of Traffic during Construction Phase of the Bridge Replacement
Cross Section View of Requested Approval
Proposed Maintenance of Traffic during Bridge Construction

Phase I

Phase II
40th Avenue NE Bridge Replacement
Conceptual Recommendations based on Public Feedback
MEMORANDUM
City Council
Meeting of February 7, 2019

To: Chair Gerdes and City Council Members
From: Sharon Wright, Office of Sustainability & Resiliency
Date: January 25, 2019
Subject: Office of Sustainability & Resiliency Report: Solar United Neighbors (SUN) 2018 Solar Co-op Results to Date and Outlook & Solar & Energy Loan Fund (SELF) 2018 Report and Outlook

BACKGROUND

In August of 2017, City Council approved use of BP Settlement funding for two new programs to implement community sustainability and resiliency. The programs support energy efficiency, clean energy goals, clean air and water, and economic development including job creation. It was this list of co-benefits that justified use of BP Settlement funds that resulted from the Deep Horizon Oil Spill in the Gulf of Mexico.

The two programs are briefly summarized below, and summary reports of 2018 activity are attached. Representatives from each organization will provide a presentation to City Council.

Solar United Neighbors (SUN)
Solar United Neighbors (SUN) is a nonprofit that expands access to solar by educating Florida residents about solar energy and helps them organize group solar installations known as solar co-ops. SUN has facilitated more than two-dozen solar co-ops across the state, including the first co-op in Florida in St Petersburg in 2016. The St Pete Solar Co-ops bring homeowners together to provide unbiased, installer-neutral support to participants through each stage of the solar process. The experienced SUN team ensures citizens understand how solar works, how it can be financed and how it can be installed.

A status memo is from SUN is attached. Note that the Autumn co-op has not completed all activity, so these are not final outcomes for 2018 co-ops.
Solar and Energy Loan Fund (SELF)
Community Development Financial Institutions (CDFI) are private financial institutions that are 100% dedicated to delivering 100% responsible, affordable lending to help low-income, low-wealth and other disadvantaged people. SELF is a mission-driven CDFI certified Florida non-profit community lending organization that provides favorable financing for assorted home improvements that can help save on operating costs, increase equity, improve hurricane resistance, and enhance livability. The organization’s mission drives a focus on low and middle-income community residents, and includes low interest financing, credit rehabilitation, energy audits, project selection based on family priorities and home needs, and vendor oversight. As an additional benefit, the non-profit CDFI does not require an agreement with the city and the tax assessor.

The 2018 Annual SELF report is attached.

ATTACHMENTS
- SUN Status Memorandum
- SELF 2018 Annual Report
MEMORANDUM  
City of St. Petersburg, Florida  
City Council Meeting February 7, 2019

TO: The Honorable Chair Gerdes and Members of the City Council; Mayor Rick Kriseman
FROM: Julia Herbst, Co-op Coordinator for Solar United Neighbors of Florida
SUBJECT: Solar United Neighbors Solar Co-ops 2018
DATE: January 24, 2019

About Solar United Neighbors of Florida

Solar United Neighbors (SUN) is community of people building a new energy system with rooftop solar at the cornerstone. We envision a clean, equitable energy system that directs control and benefits back to local communities. We are a national nonprofit organization with a local presence in eleven states.

Solar United Neighbors of Florida was started in 2016 through a partnership between SUN and the Florida League of Women Voters. Our co-operative project model makes solar more accessible to consumers, helps to scale the solar market, and builds a diverse community of solar supporters working to improve the market for others. It is also a self-reinforcing cycle that brings ever-greater numbers and greater diversity of supporters into the movement and facilitates clean energy deployment.

Our first solar co-operative launched in the City of St Petersburg in 2016. In November 2017, the City of St Petersburg approved a grant to bring Solar United Neighbors of Florida back to the community with a coordinator to facilitate solar co-ops and conduct solar education and outreach efforts.
Process and Success

The City of St Petersburg’s support enabled us to implement three successful co-op programs called St Pete Winter, St Pete Summer and St Pete Autumn Solar Co-ops. Through strong local partnerships and volunteer engagement we held a formal press event launch and website announcement for each co-op.

The sign-up period for each co-op lasted three-months during which SUN of Florida provided public education on solar technology and solar economics through free information sessions (total 9) at public facilities across the city.

Installers were selected by co-op participants through a competitive bidding process and community review meeting.

Numerous engagement events (National Solar Tour, St Pete Earth Day, neighborhood association presentations, festivals and sustainability fairs, etc.) and earned media exposure expanded our outreach to citizens on the benefits of distributed solar energy.

Objectives and Outcomes:

Our agreement aims to spread solar throughout the region, providing Florida families the ability to reduce their utility costs and achieve measurable energy independence. Objectives include providing access to residential solar at group discounts through the co-op model to maximize return on installed solar photovoltaic systems.

A high priority objective is to educate and engage the citizenry on solar technology, policy and markets. We foster community advocates for clean energy policy to support the city’s clean energy goals.

We deepen the development of the solar marketplace and support industry competition.

SUN continues to service co-op participants through installer check in calls and member communication. The contract signing deadline for the St. Pete Autumn Solar Co-op is February 8, 2019 and we anticipate adding additional data to the summary chart below.

Featured outcomes to note include the numbers of people educated through these co-ops (2,041), the Kilowatts installed (1,348 kW DC) and accompanying pounds of lifetime carbon offset (51,380,544 lbs.).
and high installer conversion rate (25%/45%/31%) / and strong market competition ($/watt). We would also like to note that multiple installers provided feedback that the permitting process has been smooth and expedited – much quicker than weeks they’ve waited in other cities.

*This data is based on January 16, 2019 records.

<table>
<thead>
<tr>
<th>Report Criteria 2018 Grant</th>
<th>2018 Target</th>
<th>Winter</th>
<th>Summer*</th>
<th>Autumn*</th>
<th>Total*</th>
</tr>
</thead>
<tbody>
<tr>
<td># individuals educated through info session, newsletters, online ed (drip campaigns, storage guide, other opps)</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td>2,041</td>
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<tr>
<td># property owners educated about the benefits of solar via informational sessions</td>
<td>2,000</td>
<td>282</td>
<td>284</td>
<td>114</td>
<td>680</td>
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<tr>
<td># property owners signed up for a cooperative</td>
<td>500</td>
<td>191</td>
<td>162</td>
<td>137</td>
<td>446</td>
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<tr>
<td># property owners that have been deemed eligible to participate in a cooperative</td>
<td>n/a</td>
<td>161</td>
<td>147</td>
<td>124</td>
<td>432</td>
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<tr>
<td># property owners that have entered into contracts with solar installers pursuant to the cooperative’s bulk purchasing agreement</td>
<td>150</td>
<td>41</td>
<td>65</td>
<td>34</td>
<td>140</td>
</tr>
<tr>
<td>summary of responses to RFP issued for each cooperative, including prices offered</td>
<td>Issue 3 RFPs</td>
<td>9 bids</td>
<td>7 bids</td>
<td>5 bids</td>
<td></td>
</tr>
<tr>
<td>kW DC of solar installed as a result of the cooperative</td>
<td>1.05 MW</td>
<td>397.8</td>
<td>632</td>
<td>318</td>
<td>1,347.8</td>
</tr>
<tr>
<td># installed PV systems</td>
<td>150</td>
<td>40</td>
<td>44</td>
<td>1</td>
<td>85</td>
</tr>
<tr>
<td>$ local solar investments</td>
<td>$4,000,000</td>
<td>$755,820</td>
<td>$1,252,310</td>
<td>$629,165</td>
<td>$2,637,295</td>
</tr>
<tr>
<td>Ensured savings to cooperative members of the cost of transitioning to solar energy</td>
<td>General savings goal, no # set</td>
<td>$198,900</td>
<td>$316,240</td>
<td>$158,880</td>
<td>$674,020</td>
</tr>
<tr>
<td>Solar energy jobs created, as reported by participating solar installers</td>
<td>2</td>
<td>1</td>
<td>6</td>
<td>NA</td>
<td>7</td>
</tr>
<tr>
<td>GHG emission reductions - # of Carbon lifetime offset (MTCO2e)</td>
<td>n/a</td>
<td>15,162,147</td>
<td>24,106,975</td>
<td>12,111,422</td>
<td>51,380,544</td>
</tr>
</tbody>
</table>

* All Co-op Figures current as of 16 Jan 2019
Solar education:

We directly educated over 2,000 people through our online education campaign, newsletter series, National Solar Tour interchange, information sessions, advocacy action alerts, and digital resource download (storage guide, etc.). We survey co-ops when installations are complete and find a high rating of co-op experience satisfaction. Informed residents leverage more solar installations in the neighborhoods or in future households. People educated through the co-op or engaged in our outreach network are more likely to choose solar in or out of the co-op and are more likely to act to support solar friendly policies aligned with St Petersburg clean energy targets.

Installations kW and # offset:

We surpassed our grant performance goal of 1.05 MW installed solar capacity ahead of schedule! The expected lifetime carbon offset for the co-op systems is 51,380,544 lbs and growing as more contracts will be signed at the time of this reading.

Market Strength and Growth rate:

Close rates (# of signed contracts / participant total) Winter 25%/ Summer 45% / Autumn 31% indicates the co-op and installer offerings are a successful integration of low solar pricing, trust and strong communication. Installers claim they have added full time staff. We receive anecdotal feedback that solar installer competitors are nearly matching co-op pricing, making solar more affordable for the region.

Moving Forward

Solar United Neighbors is committed to working together to reach St Petersburg’s clean energy goals and achieve success in the Bloomberg American Climate Cities Challenge.

We have learned many lessons through these co-ops to improve our service in growing the solar community. The vital role of earned media and direct community outreach was reinforced and volunteer engagement and co-op communications continue to strengthen. Solar financing remains a challenge and we have experienced success working with the SELF program as an additional option.

Solar United Neighbors continues in advocacy and education campaign to protect net metering policies and achieve real community solar in the state. We strive to educate broadly the true full value of distributed solar to communities with regards to health outcomes, job creation, real estate values, family investment and climate impacts.

To build a truly resilient energy system, we must expand solar and storage through sunshine fueled batteries and micro-grids. There are plenty of sunny roofs in St Petersburg and we look forward a strong relationship of supporting the citizens in their energy education.

We thank the City of St Petersburg for your tremendous support and the opportunity to grow solar in the Sunshine City.
SELF is pleased to have met or exceeded the deliverables and goals set forth in the first year of the Agreement with the City of St. Petersburg, and we have built a strong foundation for more success in year two.

December 31, 2018
Dec 31, 2018

Dear Director Wright:

The nonprofit Solar and Energy Loan Fund (SELF) is pleased to submit the following 2018 Annual Report to the City of St. Petersburg documenting our extensive activities, overall accomplishments, and progress in year one, as outlined in the Agreement to Support Sustainable Financing (the “Agreement”), signed on November 27, 2017. SELF is pleased to have met or exceeded the year one deliverables and goals set forth in the agreement with the City of St. Petersburg, and we have built a strong foundation for more success in year two. We appreciate the City’s exceptional overall support for SELF and your acknowledgement of a ramp up period (approx. 30-days) that allows for the annual lending goals to be adjusted to the end of calendar year 2018. SELF is pleased to report that we surpassed the year one loan origination goal of 50 loans and achieved 98.5% of the targeted lending goal of $500,000 by closing 57 loans, totaling $492,839.

The total loans closed include $86,000 of worldwide crowdfunding and innovative financing generated through SELF’s unique and exclusive partnerships with KIVA.org and My Strong Home.

Start-Up:

SELF was able to find a talented local person, Jessica Lewis, to oversee the new St. Pete program through the first year, helping the organization establish a local satellite office and cultivate the “Rebuilding and Empowering Underserved Communities Program”. Jessica was particularly good at community outreach and providing local homeowners with exceptional customer service. The City was also able to find a great small office space for SELF in the Child’s Park YMCA building, and provide critical on-going support from the Office of Sustainability and Resilience, Housing, Community Services, Social Services, elected officials, and many others.

SELF also hired Annie Vanek-Dasovich to serve as the Gulf Coast Manager. She works closely with headquarters, the SELF executive team, regional staff, and student-intern, Maggie Yu, during the summer of 2018. Annie primarily worked on regional expansion, contractor recruitment, community events, partnerships, project management, and assistance with customer service and loan closings.
Target Market Assessment:

SELF completed a Target Market Assessment for the City using the CDFI FUNDS’s CIM Mapping Tool, which enables CDFIs to search by address, census tract, and other geographic areas of interest. SELF also utilized Median Income Limits established by the U.S. Department of Housing and Urban Development (HUD) and the Federal Financial Institutions Examinations Council (FFIEC) Geocoding/Mapping System. SELF prepared the following CDFI Investment Area map for Pinellas County and highlighted the City’s approximate jurisdictional boundaries. The blue-shaded census tracts are considered eligible CDFI Investment Areas, and all SELF projects located within these geographic boundaries are considered local target markets. To date, 55% of SELF’s lending activities have been in eligible CDFI Investment Areas, which is slightly below our organizational goal of 60%. This is directly attributable to SELF’s significant increase in lending activities for local solar PV projects, which trend toward more affluent homeowners. SELF was pleased to finance $215,000 of local solar PV projects in year one, which constitutes more than 40% of the total lending activity and is four (4x) times our historical solar lending activities. SELF has financed several solar PV systems in these targeted areas, but have found that most LMI homeowners first need basic energy efficiency (e.g. high-efficiency A/C) and resilience (e.g., roof) to safeguard their homes, reduce energy use and costs (and carbon footprint), increase health and quality of life, and maintain and reduce the cost of home insurance.

Community Events:

SELF is pleased to have hosted, attended, and participated in 55 community events in year one, with total outreach to more than 2,000 residents. The SELF team appreciates the strong support from and coordination with elected officials and city staff, including the 2018 Sustainability Summit at Childs Park YMCA, Town Hall meetings, neighborhood association meetings, and much more.
Jessica Lewis, SELF’s St. Pete Program Manager, with Council Member Brandi Gabbard.

Earned Media:

SELF worked closely with city staff and also hired Chase Media and Evoke Strategies to assist with key messaging, community outreach, digital marketing, contractor recruitment, and earned media. SELF is pleased to have completed interviews with WFLA, FOX News 13, ABC News, Tampa Bay Times, WMNF, St. Pete Catalyst, Tampa Bay Reporter, PBS, and others. Facebook ads and earned media have helped with branding, inquiries, and loan applications.

Contractor Base:

SELF also focused on building the local contractor base in year one, and we are pleased to have 84 approved contractors, including 35 from Pinellas County. Although we have already far exceeded our year one goal of 25 local contractors, we intend to prioritize these efforts in subsequent years, since contractors continue to originate more loans than any other method. The leading local contractors to date are Solar Tech Elec, Spangler Roofing, Solar Source, and Stormfitters - who collectively completed nearly $200,000 of local clean energy and resilience projects between these four (4) companies alone.

Please note that more than 80% of the local projects have been completed by local contractors, with further evaluation forthcoming. These local contractors are using SELF-financing to expand their markets into LMI neighborhoods and grow their businesses locally and throughout the Gulf Coast region. SELF also joined the Tampa Bay Builders Association and works with local trade organizations.
Testimonials:

With the help of the City of St. Petersburg, SELF is “Rebuilding and Empowering Underserved Communities”, one home at a time, by helping low- and moderate-income (LMI) homeowners gain access to affordable financing for sustainable home renovations that transform their lives in the process. Year-end lending totals highlight that LMI homeowners primarily need new roofs and high-efficiency air conditioners. Several SELF clients, in particular, help showcase the power of socially responsible lending and the impacts of the partnership with City. Their stories and testimonials are below.

One local resident, Kim, is a single-mother with kids, living in a modest home that was severely damaged by Hurricane Irma. Her roof was leaking for months, and unfortunately Kim was unable to secure traditional financing to complete the repairs and she was swindled by an unscrupulous contractor. After contacting SELF, she was approved for a crowdfunded loan on KIVA.org and secured financing for a new roof at 5% interest (fixed). She hired a local SELF-approved contractor and was finally able to complete the necessary repairs. She said, “It’s just so much better. It is a cleaner living situation. The quality of air in the household is better.” Here is her full interview on Fox 13 News: http://www.fox13news.com/news/local-news/pinellas-nonprofit-steps-in-when-no-one-else-will

Another client, Alicia, was also experiencing a leaky roof and SELF was able to crowdfund a loan at 5% interest (fixed) to help her finance these much-needed repairs. She hired a local roofing company and was very pleased with the results. She said, “As a single Mom of three children and working 4 jobs to provide for my family, I needed extra support. Having KIVA and SELF has given me the ability to maintain the integrity of my home. I appreciate the support and program immensely.”

SELF was also able to assist St. Pete homeowner, Ruth, whose 13-year-old A/C was not functioning properly, driving up her energy bills, increasing her carbon footprint, and making her home uncomfortably warm. She saw an ad on Facebook and connected with SELF’s St. Pete project manager. After being approved for a SELF loan and hiring a local contractor to complete the work, she said, the process was “easy and simple” and she was “thankful for the SELF program and Jessica Lewis.”

SELF was also pleased to assist St. Pete homeowner, Samantha, who is single-mother who works hard to support her family. Through our partnership with KIVA.org, SELF was able to help Samantha secure an affordable crowdfunded loan from 107 individual lenders from all across the United States and three continents. Samantha used these funds to repair her storm-damaged roof.
Finally, Sylvia is a local female head of household with disabled children and grandchildren living in her home. Her A/C was broken and the sweltering summer heat was causing her grandchild with epilepsy to experience seizures and extreme discomfort. After being approved for a SELF loan and hiring a local contractor to install a new high-efficiency A/C, she said, “SELF was a blessing.”

Here is Sylvia’s full interview with WFLA: https://www.wfla.com/8-on-your-side/self-home-improvement-program-alternative-to-controversial-pace-financing/1326299267

Financial Empowerment:

SELF’s mission to “Rebuild and Empower Underserved and Underbanked Communities” is achieved through innovative and affordable financing and multiple socially-responsible lending products and programs. SELF also advances financial inclusion through community and media outreach, key partners and collaboration, and special events, such as the two (2) credit-rebuilding seminars co-sponsored with GTE Financial. SELF also reports to the Credit Bureau, so local clients are able to secure favorable financing from SELF and build their credit in the process. SELF also appreciates the strong support that we have received from City staff and other non-profits and community and business leaders (e.g., Urban League, Financial Empowerment Center, etc.).

New Lending Products:

SELF also created three (3) new lending products, including:

1. Home Adaptation Loan Options (HALO) with special low interest rates for seniors and disabled homeowners, in partnership with FAAST and US CDFI FUND;

2. Water Quality loan products specifically designed for the City of St. Petersburg to assist with lateral line replacement and septic to sewer conversions; and,

3. Solar PV loans with longer terms (up to 10 yrs.) and reduced interest rates (7-7.5%).

All three (3) loan products are now available in the City, and SELF will work closely with staff to roll out a more detailed Strategy for deploying the new Water Quality loan product by February 28, 2019. SELF has also secured additional partners and investors for these new lending products and programs.
Loan Capital:

SELF was pleased to be awarded $595,000 of loan capital from the U.S. CDFI FUND, with a focus on expansion and new lending products for disabled homeowners. All of SELF’s existing faith-based investors also renewed their loan investments that were originally due in FY 2018, and SELF’s Chief Financial Officer, Duanne Andrade, anticipates another $700,000 to be renewed in FY 2019. Duanne also closed a $1 million CRA bank investment with BankUnited this month, which specifically targets St. Pete and the Gulf Coast region.

Special Projects:

SELF is also pleased to be coordinating our lending activities with the City’s local solar co-ops, spearheaded by Florida Solar United Neighborhoods (FLSUN) and the League of Women Voters. To date, SELF has financed 12 solar PV systems in the local community valued at $215,000, with half of these projects coming from local co-ops.

SELF is prepared to finance significantly more solar PV projects in the upcoming year, with new longer term (up to 10 years) solar loan products with lower interest rates and an evolving partnership with FLSUN and LWV. St. Pete’s solar co-ops have provided local homeowners with access to low-cost solar PV which dropped the price well below market rate, and combined low-cost solar PV products with low-cost financing options. SELF is also helping low-wealth and working class families benefit from energy efficiency, clean energy, and storm resilience.

Grants:

SELF was also pleased to assist the City of St. Petersburg with two major grant proposals (pending).
Summary Table of Performance Measures (Section 11 of the Agreement):

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Year 1 Target</th>
<th>Year 1 Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>10</td>
<td>55</td>
</tr>
<tr>
<td>Number of community events held</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>100</td>
<td>2,000+</td>
</tr>
<tr>
<td>Number of Participants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Number of Credit Rebuilding Seminars</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>25</td>
<td>84 (35 from Pinellas)</td>
</tr>
<tr>
<td>Number of contractors added to network</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>50</td>
<td>57</td>
</tr>
<tr>
<td>Number of loans originated (See Note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>$500,000</td>
<td>$492,839</td>
</tr>
<tr>
<td>Amount of Lending ($) (See Note 2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. SELF has “originated” hundreds of loan applications, but we only included “closed” loans for this category (E) to better reflect the clear intent of the original agreement with the City;
2. SELF closed another $14,000+ solar PV project in the local community before the City Council officially approved the Agreement, which was related to St. Pete’s original solar co-op and our partnership/activities in the local community at that time, but it was not included in these year one results above. This home solar system was also showcased in a subsequent PBS special about solar projects in Florida.
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

Meeting of February 7, 2019

Report

TO: The Honorable Charlie Gerdings, Chair, and Members of City Council

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

SUBJECT: Approving the First Amendment to the Lease Agreement between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. (“Lessee”) dated May 24, 2018 to (i) extend the term of the lease to ten years in accordance with City Charter sub-sub-subsection 1.02(c)(4)(b); (ii) revise the parties’ obligations during the pre-opening period; (iii) add general conditions for naming of the premises or portions thereof; (iv) reflect Council’s approval for “Tampa Bay Watch Discovery Center presented by the Milkey Family Foundation” as the name of the premises in accordance with City Code subsection 2-512(f), (v) increase the number of parking spaces available for use by Lessee, and (vi) add a paragraph that provides for a future discussion to identify a location for Lessee’s equipment (Requires Affirmative vote of at least six (6) members of City Council.)

EXPLANATION:

Tampa Bay Watch, Inc. (“Lessee”) entered into a lease agreement with the City on May 24, 2018. A City-wide referendum was placed on the November 6, 2018 ballot and voters overwhelmingly approved an amendment to the City Charter to add new sub-sub-subsection 1.02(c)(4)(B), which authorizes portions of the municipal pier to be leased for a period not to exceed ten years, subject to approval via resolution of City Council receiving at least six affirmative votes. Subsequent to that voter-approved referendum, the attached lease amendment authorizes Lessees lease term to be extended from its original five (5) year term to a ten (10) year term, ending on May 24, 2028.

The attached lease amendment also reflects Council’s approval for “Tampa Bay Watch Discovery Center Presented by the Milkey Family Foundation” as the name of the premises in accordance with City Code subsection 2-512(f). Additional rights granted to Lessee under this lease amendment provision include the right, at Lessee’s sole expense, to install signage reflecting the approved premises name.
This lease amendment reflects, pending approval under separate Council item carried on the February 7, 2019 agenda, Lessee's concurrence with the tenant improvement ("TI") plan for interior improvements, to be constructed by Skanska USA Building, Inc., in an amount of $711,731, of which the City will commit $150,000 towards said TI allowance. Lessee is responsible for the full balance of $561,731, to be paid via a draw schedule to be developed by March 1, 2019. It is estimated that substantial completion of this premises with the TI to be constructed by Skanska will be achieved by November 15, 2019.

This lease amendment also provides the right to four (4) parking spaces for Lessee at the established parking rates for the Pier. To facilitate the educational program conducted by Lessee, the parties will meet at a future date to identify a location within the Pier for storage space for Lessee's equipment and utility vehicle.

These collective provisions contained within this First Lease Amendment frame details and expectations required to fully realize the collective visions of programmed education throughout the St. Pete Pier™.

RECOMMENDATION:

Administration recommends approval of the First Amendment to the Tampa Bay Watch Lease Agreement.

ATTACHMENT: First Amendment to the Tampa Bay Watch Lease

APPROVALS:

Administration:
RESOLUTION NO. 2019--

APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND TAMPA BAY WATCH, INC. (“LESSEE”) DATED MAY 24, 2018 TO (I) EXTEND THE TERM OF THE LEASE TO TEN YEARS IN ACCORDANCE WITH CITY CHARTER SUB-SUB-SUBSECTION 1.02(C)(4)(B); (II) REVISE THE PARTIES’ OBLIGATIONS DURING THE PRE-OPENING PERIOD; (III) ADD GENERAL CONDITIONS FOR NAMING OF THE PREMISES OR PORTIONS THEREOF; (IV) REFLECT COUNCIL’S APPROVAL FOR “TAMPA BAY WATCH DISCOVERY CENTER PRESENTED BY THE MILKEY FAMILY FOUNDATION” AS THE NAME OF THE PREMISES IN ACCORDANCE WITH CITY CODE SUBSECTION 2-512(F), (V) INCREASE THE NUMBER OF PARKING SPACES AVAILABLE FOR USE BY LESSEE, AND (VI) ADD A PARAGRAPH THAT PROVIDES FOR A FUTURE DISCUSSION TO IDENTIFY A LOCATION FOR LESSEE’S EQUIPMENT; 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 Tampa Bay Watch, Inc. (“Lessee”) entered into a lease agreement on May 24, 2018 for a building located on the overwater portion of the new St. Pete Pier™ that will be operated by the Lessee as an education station and wet classroom (“Lease”); and

WHEREAS, because the “Premises” (as defined in the Lease) is considered commercially zoned waterfront property, the term of the Lease was limited to a maximum duration of five years at the time the Lease was executed, due to a lease limitation on City-owned waterfront property imposed by City Charter section 1.02(c)(2); and

WHEREAS, on November 6, 2018, in a City-wide referendum held pursuant to City ordinance 335-H, voters approved an amendment to the City Charter to add new sub-sub-subsection 1.02(c)(4)(B), which authorizes portions of the municipal pier to be leased for a period not to exceed ten years, subject approval by a resolution of City Council receiving at least six affirmative votes; and
WHEREAS, paragraph 16 of the Lease authorizes the Lessee to name the Premises or portions thereof subject to City Council approval; and

WHEREAS, following the adoption of ordinance 357-H on January 3, 2019, and the resulting addition of new subsection 2-512(f) to City Code, the City Council may provide such approval by resolution, subject to the requirement that the naming be approved by City Council before going into effect and at least every ten years thereafter; and

WHEREAS, Administration recommends that City Council adopted this resolution approving an amendment to the Lease to (i) extend the term of the Lease to ten years in accordance with City Charter sub-sub-subsection 1.02(c)(4)(B); (ii) revise the parties’ obligations during the pre-opening Period; (iii) add general conditions for naming of the Premises or portions thereof; (iv) reflect Council’s approval for “Tampa Bay Watch Discovery Center Presented by the Milkey Family Foundation” as the name of the Premises in accordance with City Code subsection 2-512(f), (v) increase the number of parking spaces available for use by Lessee, and (vi) add a paragraph that provides for a future discussion to identify a location for Lessee’s equipment; and

WHEREAS, the City and Lessee desire to amend the Lease in accordance with the authority granted by that resolution.

WHEREAS, Lessee 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 Tampa Bay Watch, Inc. (“Lessee”) dated May 24, 2018, to (i) extend the term of the Lease to ten years in accordance with City Charter sub-sub-subsection 1.02(c)(4)(B); (ii) revise the parties’ obligations during the pre-opening period; (iii) add general conditions for naming of the Premises or portions thereof; (iv) reflect Council’s approval for “Tampa Bay Watch Discovery Center Presented by the Milkey Family Foundation” as the name of the Premises in accordance with City Code subsection 2-512(f), (v) increase the number of parking spaces available for use by Lessee, and (vi) add a paragraph that provides for a future discussion to identify a location for Lessee’s equipment 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.

APPROVAL:

City Attorney (designee)

00425803 FINAL
FIRST AMENDMENT TO LEASE AGREEMENT
City of St. Petersburg, Florida / Tampa Bay Watch, Inc.

THIS FIRST AMENDMENT ("First Amendment"), is made this ___ day of February, 2019, by and between the City of St. Petersburg, Florida, a municipal corporation ("City"), whose address is Post Office Box 2842, St. Petersburg, Florida, 33731-2842, and Tampa Bay Watch, Inc., a Florida not-for-profit organization, ("Lessee"), whose post office address is 3000 Pinellas Bayway South, Tierra Verde, Florida 33715 (collectively, "Parties").

WITNESSETH:

WHEREAS, on May 24, 2018, pursuant to City Council resolution 2018-236, the City and the Lessee entered into a lease agreement for a building located on the overwater portion of the new St. Pete Pier™ that will be operated by the Lessee as an education station and wet classroom (the "Lease"); and

WHEREAS, because the "Premises" (as defined in the Lease) is considered commercially zoned waterfront property, the term of the Lease was limited to a maximum duration of five years at the time the Lease was executed, due to a lease limitation on City-owned waterfront property imposed by City Charter section 1.02(c)(2); and

WHEREAS, on November 6, 2018, in a City-wide referendum held pursuant to City ordinance 335-H, voters approved an amendment to the City Charter to add new sub-sub-subsection 1.02(c)(4)(B), which authorizes portions of the municipal pier to be leased for a period not to exceed ten years, subject approval by a resolution of City Council receiving at least six affirmative votes; and

WHEREAS, paragraph 16 of the Lease authorizes the Lessee to name the Premises or portions thereof subject to City Council approval; and

WHEREAS, following the adoption of ordinance 357-H on January 3, 2019, and the resulting addition of new subsection 2-512(f) to City Code, the City Council may provide such approval by resolution, subject to the requirement that the naming be approved by City Council before going into effect and at least every ten years thereafter; and

WHEREAS, on February 7, 2019, with _____ affirmative votes, City Council adopted resolution 2019-_____, which approved amendment of the Lease to (i) extend the term of the Lease to ten years in accordance with City Charter sub-sub-sub-section 1.02(c)(4)(B); (ii) revise the Parties’ obligations during the Pre-Opening Period; (iii) add general conditions for naming of the Premises or portions thereof; (iv) reflect Council's approval for “Tampa Bay Watch Discovery Center Presented by the Milkey Family Foundation” as the name of the Premises in accordance with City Code subsection 2-512(f), (v) increase the number of parking spaces available for use by Lessee, and (vi) add a paragraph that provides for a future discussion to identify a location for Lessee's equipment; and
WHEREAS, the City and the Lessee now desire to amend the Lease in accordance with the authority granted by that resolution.

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. **RECITALS:** The above recitals 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. **PARAGRAPH 5.1. IS HEREBY AMENDED TO READ AS FOLLOWS:**

   5.1. The term of this Lease shall begin on May 24, 2018, and end on May 24, 2028, unless this Lease is earlier terminated as provided herein (“Term”). All terms and conditions set forth in this Lease shall apply during the Term unless otherwise provided herein.

5. **PARAGRAPH 10. IS HEREBY AMENDED TO READ AS FOLLOWS:**

   10. **PRE-OPENING PERIOD OBLIGATIONS:**

   10.1. **City Obligations:** The City has retained Skanska USA Building, Inc., construction manager for the Pier (“Skanska”) to construct the building at the Pier that will include the Premises with base tenant finishes including HVAC, flooring and bathroom fit-up. Subject to City Council approval and 10.2, below, the City will retain Skanska to construct certain improvements in accordance with the final TI Plan, as defined herein. The City anticipates delivering the Premises with the certain improvements set forth in the final TI Plan to be constructed by Skanska by November 15, 2019. Prior to delivery of the Premises with the certain improvements set forth in the final TI Plan to be constructed by Skanska and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

   10.2. **Lessee’s Obligations:** Lessee’s architect, Associated Space Design, Inc./SKY, will provide design services for the interior improvements Lessee is required to make to the Premises and any exterior improvements Lessee desires to make at the Premises. Exterior improvements are subject to approval by the City. Lessee (including Lessee’s architect), in consultation with the City (including any designated representatives of the City) and Skanska shall develop a tenant
improvement plan ("TI Plan"), which TI Plan shall describe the interior finish and tenant improvements to be constructed by Skanska, the interior finish and tenant improvements to be constructed by Lessee, all of Lessee’s equipment that will be on or attached to the Premises ("Equipment"), any exterior improvements (e.g., enclosure of open area), a budget, and any other necessary information needed to complete a fully operational educational center. Lessee’s final TI Plan is attached hereto as Exhibit “H”. Except for the $150,000 allowance that the City is providing for interior improvements set forth in the final TP Plan that are being constructed by Skanska, Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan. On or before March 1, 2019, Lessee and City shall mutually agree upon a payment draw schedule related to Lessee’s payments to the City for the certain improvements set forth in the final TI Plan being constructed by Skanska in the amount of $561,731. Additionally, Lessee shall designate a project manager(s) who shall (i) have decision making authority and (ii) be available to immediately (i.e., within twenty-four hours) respond to any questions that Skanska may have during construction. Lessee acknowledges and agrees that the City shall not be responsible or liable for any costs and expenses related to the improvements set forth in the final TI Plan, except for the $150,000 allowance that the City is providing for interior improvements set forth in the final TP Plan that are being constructed by Skanska.

10.3. **Fundraising:** Lessee shall raise a minimum of $825,000 ("Funding Commitment") towards (i) improvements set forth in the final TI Plan for the Premises and (ii) the design and construction of exhibits to be displayed within the Premises. Lessee shall provide the City documentation that evidences (i) Lessee has raised $250,000 for the improvements set forth in the final TI Plan by August 1, 2018, (ii) Lessee has raised $250,000 for the improvements set forth in the final TI Plan by October 20, 2018, (iii) Lessee has raised the remaining balance (i.e., costs above $500,000) of the costs for the improvements set forth in the final TI Plan by January 15, 2019, and (iv) Lessee has raised an amount equal to $325,000 minus the remaining balance (i.e., costs above $500,000) of the costs for the improvements set forth in the final TI Plan identified in (iii) above the for the construction of the exhibits by March 30, 2019. In the event the Lessee fails to secure the portions of the Funding Commitments within the timeframes set forth above, the City or the Lessee may terminate this Lease. Upon termination neither the City nor the Lessee shall have any further obligations or rights hereunder and the Lessee and the City shall be released from all obligations hereunder except for any obligation(s) existing at the time of termination.
6. **PARAGRAPH 16. IS HEREBY AMENDED TO READ AS FOLLOWS:**

16. **NAMING RIGHTS AND SIGNAGE:**

16.1 Lessee shall, subject to the conditions set forth in Exhibit “G” to this Lease, have rights to name the Premises, or portions thereof, as a part of its ongoing fundraising and operational commitment, and the following name has been approved by Council pursuant to this paragraph 16:

16.1.1 The Premises is named the “Tampa Bay Watch Discovery Center Presented by the Milkey Family Foundation”.

16.2 The conditions set forth in Exhibit “G” shall not apply to sponsorships for Lessee’s programming, temporary exhibits on display at the Premises and Lessee’s Personal Property. Sponsorships for Lessee’s programming, temporary exhibits on display at the Premises and Lessee’s Personal Property are subject to all other terms and conditions of this Lease.

16.3 As part of the naming rights established by this paragraph 16, Lessee shall have the right to install exterior signage, at the sole cost and expense of Lessee. Lessee’s signage shall comply with all applicable Laws including but not limited to the City’s sign ordinance as may be amended from time to time and Lessee shall obtain all necessary approvals required pursuant to applicable Laws and the Rules and Regulations. The maintenance of this signage be the sole responsibility of the Lessee.

7. **PARAGRAPH 24. IS HEREBY AMENDED TO READ AS FOLLOWS:**

24. **PARKING:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall provide parking at the Pier for patrons and visitors of the Pier. Pier parking is on a first come first serve basis and established parking rates apply. Lessee shall have the right to the exclusive use of four (4) parking spaces for Lessee employee parking at a location mutually agreed upon by the Parties. Lessee shall pay the City for use of such spaces at the established parking rates for the Pier, unless otherwise mutually agreed upon by the Parties.

8. **PARAGRAPH 67. IS ADDED TO THE LEASE TO READ AS FOLLOWS:**

67. **FUTURE DISCUSSION:** The City and Lessee agree to meet on a date mutually agreed upon by the Parties to identify a location within the Pier for storage space for Lessee’s equipment and utility vehicle.
9. The exhibits attached this First Amendment are hereby added to the Lease as Exhibit "G" and Exhibit "H".

10. Any and all provisions of the Lease not specifically amended by this First Amendment shall remain in full force and effect.

[The Remainder of This Page is Intentionally Left Blank]
[Signature Pages & Exhibits G and H Follow]
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES: (as to Lessee)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

LESSEE: Tampa Bay Watch, Inc.

By: _____________________________

Peter Clark, President

Date: _____________________________

ATTEST:

By: _____________________________

_______________________________, Secretary
WITNESSES: (as to City)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY: City of St. Petersburg, Florida

Rick Kriseman
As Its: Mayor

ATTEST:

Chan Srinivasa, City Clerk

(City Seal)

Approved as to Form and Content:

City Attorney (Designee)
EXHIBIT “G”
Conditions for Naming Premises or Portion Thereof

The following conditions apply to any name established by the Lessee pursuant to Lease paragraph 16 for the Premises as a whole or for any portion of the Premises:

1. **Council Approval**: Pursuant to City Code subsection 2-512, each name must be approved by resolution of City Council before going into effect and at least every ten years thereafter.

2. **Naming Rights Agreement**: To the extent that a name is established because a person or entity has provided something of value to the Lessee, either directly or indirectly, (a “**Sponsor**”) the Lessee shall enter into a written naming rights agreement with the Sponsor that conforms to the requirements of section 10 of this exhibit, and provide the City with a copy of that agreement and any amendment to it.

3. **Exterior Signage**: The Lessee shall obtain prior written approval from the Mayor or the Mayor’s designee for the placement and design of any exterior signage on the Premises reflecting the name, and such signage must comply with all applicable laws.

4. **Usage of Name**: The Lessee and any Sponsor shall use each name in a manner consistent with each of the following, as each may be amended from time to time: (i) the City’s rules and regulations for the Municipal Pier District; (ii) the City’s marketing, advertising, and promotion guidelines for the Municipal Pier District; or (iii) any trademark related to the Municipal Pier District held by the City.

5. **Abbreviation**: Except for the exterior signage described in section 3 of this exhibit, the City may, in its sole discretion, abbreviate or otherwise shorten the name to address space constraints or other practical concerns.

6. **No Exclusivity**: A Sponsor is not entitled to any exclusivity rights for naming of the Premises or any portion of it.

7. **Prohibitions on Changes to Name**: Once a name has been approved, neither the Lessee nor any Sponsor has any right to change that name or any signage or promotional material reflecting that name due to any name change, rebranding, or other organizational change on the part of the Lessee or a Sponsor.

8. **Intellectual Property Rights**: A Sponsor shall grant the City and the Lessee all intellectual property rights necessary for use of the name for signage, promotional, or other applicable purposes.
9. Liability: The City accepts no liability arising out of the naming. For purposes of the Lease, any conduct of a Sponsor that violates any of these conditions will be deemed to be conduct of the Lessee.

10. Conditions for Naming Rights Agreement: The City is not required to be a party to a naming rights agreement between the Lessee and a Sponsor. But any such naming rights agreement must (i) state that it is intended to be a contract and not a gift or an interest in real property; (ii) state that it is subordinate to City Code subsection 2-512 and to this Lease; (iii) incorporate by reference the terms of this exhibit, as they may be amended from time to time, in a manner that supersedes any conflicting term of the naming rights agreement; and (iv) make the City a third-party beneficiary of the naming rights agreement.

11. Termination of Name: A name may be terminated by resolution of City Council finding that any condition established by City Code subsection 2-512 or this Lease is no longer satisfied or that any of the following has occurred: (i) organizational change or cessation of the Lessee or Sponsor; (ii) bankruptcy or insolvency of the Lessee or Sponsor; (iii) detrimental conduct by the Lessee or Sponsor, including any conduct by the Tenant or Sponsor or any principal, employee, or agent of the Lessee or Sponsor that harms the reputation of the City or the Pier or that brings the Lessee or Sponsor into disrepute; or (iv) termination of the Lease.

12. Reinstatement of Name: Once a name has been terminated in accordance with section 11 of this exhibit, any subsequent reinstatement of that name requires new approval by City Council in accordance with section 1 of this exhibit.

13. Additional Conditions: Nothing in this exhibit is intended to preclude City Council from establishing any additional condition for approval of a name as part of the resolution approving that name.
ST. PETERSBURG CITY COUNCIL

Meeting of February 7, 2019

Report

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

SUBJECT: A resolution accepting Addendum No. 1 in an amount not to exceed $711,371 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated November 17, 2017 for construction of the Tampa Bay Watch Discovery Center tenant improvements; accepting Addendum No. 2 in the amount of $400,000 submitted by Skanska to the GMP proposal dated November 17, 2017 to increase the owner’s contingency; providing that the total GMP for the Pier Project shall not exceed $39,632,058; authorizing the Mayor or his designee to execute the Fifth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 1 and Addendum No. 2 to the GMP proposal into such agreement, as amended, and further revise the project schedule; authorizing the City Attorney’s office to make non-substantive changes to the Fifth Amendment; approving a supplemental appropriation in the amount of $561,731 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from additional revenues received from Tampa Bay Watch pursuant to its lease dated May 24, 2018, as amended, for the construction of the tenant improvements to the Pier Visioning Project (11988); approving a transfer in the amount of $400,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Owner’s contingency; authorizing a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Visioning Project (11988); 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 July 13, 2015, for Skanska to provide preconstruction and construction phase services for the new St. Pete Pier™ Project. Following execution of the agreement, the City authorized Skanska to provide preconstruction phase services in an amount not to exceed $490,000. On March 2, 2017, City Council approved a First Amendment for additional preconstruction services in an amount not to exceed $381,200 for fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates for a revised total Preconstruction Phase services fee of $871,200. Skanska has completed the preconstruction phase services as approved to date. On June 1, 2017 City Council approved the Second Amendment for the Partial GMP for the Marine Structural Work in the amount of $17,579,847. On December 7, 2017, City Council approved the Third Amendment to incorporate the Final GMP in the amount of $38,520,687. On August 2, 2018, City Council approved the Fourth Amendment to add $55,000 in additional preconstruction services related to tenant improvements.

Acceptance of Addendum No. 1 for the Tampa Bay Watch Discovery Center Tenant Improvements in an amount not to exceed $711,371 includes modifications to the existing Education Center building core and shell including the full exterior enclosure of eastern portion of the building to provide for a classroom, HVAC, interior partitions, mechanical, electrical and plumbing systems and interior finishes. The City allocated $150,000 from the Pier Tenant Improvement budget as a contribution toward the cost of the
Pier – Fifth Amendment to the Skanska Agreement
February 7, 2019
Page 2

Education Center tenant improvements. This contribution when applied to the $711,371 Skanska Addendum No. 1 price proposal results in a total of $561,731 that will be reimburse by Tampa Bay Watch pursuant to the terms of their lease, as amended.

Acceptance of Addendum No. 2 increases the Owner’s Contingency within the Pier GMP from $450,000 to $850,000. Since the initiation of construction on the overwater portion of the Pier project, City staff have authorized the extra work related to unforeseen conditions estimated at $450,000. These costs range from debris obstructions affecting pile placement, underground structures requiring over-excavation and additional fill importation, unsuitable soil conditions, and unanticipated permit conditions. The additional Owner’s Contingency is necessary given the roughly ten months of duration for the construction work.

The summary of Pier GMP’s to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial GMP No.1 for Marine Structure</td>
<td>$17,579,847</td>
</tr>
<tr>
<td>Partial GMP No.2 for Balance of the Work</td>
<td>$18,098,487</td>
</tr>
<tr>
<td>Final Base GMP Proposal</td>
<td>$35,678,334</td>
</tr>
<tr>
<td>Acceptance of Project Enhancements</td>
<td>$2,842,353</td>
</tr>
<tr>
<td>Final GMP Proposal</td>
<td>$38,520,687</td>
</tr>
<tr>
<td>Addendum No. 1 for TBW Discovery Center TI</td>
<td>$711,371</td>
</tr>
<tr>
<td>Addendum No. 2 for additional Owner’s Contingency</td>
<td>$400,000</td>
</tr>
<tr>
<td><strong>Revised Final GMP</strong></td>
<td><strong>$39,632,058</strong></td>
</tr>
</tbody>
</table>

The Fifth Amendment to the CMAR Agreement will also revise the Pier project schedule to indicate the adjusted Substantial Completion date of December 20, 2019.

**Recommendation:** Administration recommends City Council approve the Addendum No. 1 in an amount not to exceed $711,371 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated November 17, 2017 for construction of the Tampa Bay Watch Discovery Center tenant improvements; accepting Addendum No. 2 in the amount of $400,000 submitted by Skanska to the GMP proposal dated November 17, 2017 to increase the owner’s contingency; providing that the total GMP for the Pier Project shall not exceed $39,632,058; authorizing the Mayor or his designee to execute the Fifth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 1 and Addendum No. 2 to the GMP proposal into such agreement, as amended, and further revise the project schedule; authorizing the City Attorney’s office to make non-substantive changes to the Fifth Amendment; approving a supplemental appropriation in the amount of $561,731 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from additional revenues received from Tampa Bay Watch pursuant to its lease dated May 24, 2018, as amended, for the construction of the tenant
improvements to the Pier Visioning Project (11988); approving a transfer in the amount of $400,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Owner’s contingency; authorizing a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Visioning Project (11988); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding has been previously appropriated in the General Capital Improvement Fund (3001), Pier Visioning Project (ECID Project No. 09227-019; Oracle No. 11988). Additional funding in the amount of $561,731 will be available after a supplemental appropriation in the amount of $561,731 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from revenue from Tampa Bay water in accordance with the terms of their Lease, as amended to the Pier Visioning Project (ECID Project No. 09227-019; Oracle No. 11988) for construction of the Tampa Bay Watch Discovery Center tenant improvements. Funding in the amount of $400,000 will be available after a transfer in the amount of $400,000 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 $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Visioning Project (ECID Project No. 09227-019; Oracle No. 11988) for Owner’s contingency.

ATTACHMENTS: Resolution
GMP Addendums 1 and 2
Revised Schedule

APPROVALS: Administrative

[Signature]

Budget
RESOLUTION NO. 2019-____

A RESOLUTION ACCEPTING ADDENDUM NO. 1 IN AN AMOUNT NOT TO EXCEED $711,371 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED NOVEMBER 17, 2017 FOR CONSTRUCTION OF THE TAMPA BAY WATCH DISCOVERY CENTER TENANT IMPROVEMENTS; ACCEPTING ADDENDUM NO. 2 IN THE AMOUNT OF $400,000 SUBMITTED BY SKANSKA TO THE GMP PROPOSAL DATED NOVEMBER 17, 2017 TO INCREASE THE OWNER’S CONTINGENCY; PROVIDING THAT THE TOTAL GMP FOR THE PIER PROJECT SHALL NOT EXCEED $39,632,058; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIFTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JULY 13, 2015, AS AMENDED, TO INCORPORATE ADDENDUM NO. 1 AND ADDENDUM NO. 2 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED, AND FURTHER REVISE THE PROJECT SCHEDULE; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIFTH AMENDMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $561,731 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM ADDITIONAL REVENUES RECEIVED FROM TAMPA BAY WATCH PURSUANT TO ITS LEASE DATED MAY 24, 2018, AS AMENDED, FOR THE CONSTRUCTION OF THE TENANT IMPROVEMENTS TO THE PIER VISIONING PROJECT (11988); APPROVING A TRANSFER IN THE AMOUNT OF $400,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR OWNER’S CONTINGENCY; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $400,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER VISIONING PROJECT (11988); 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 July 13, 2015, for Skanska to provide preconstruction and construction phase services for the new Pier; and

WHEREAS, following execution of the agreement, the City authorized Skanska to provide the preconstruction phase services in an amount not to exceed $490,000; and
WHEREAS, on March 24, 2017, the City and Skanska executed the First Amendment for Skanska to provide additional preconstruction services which included fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for the total preconstruction phase costs not to exceed $871,200); and

WHEREAS, on June 9, 2017, the City and Skanska executed the Second Amendment to incorporate the Partial GMP Proposal for the marine structural work in the amount of $17,579,847 into the agreement, as amended; and

WHEREAS, on December 7, 2017, the City and Skanska executed the Third Amendment to incorporate the Final GMP Proposal in an amount not to exceed $38,520,687 (which included (i) the Partial GMP Proposal – Marine Structural Work and the Partial GMP Proposal – Balance of the Work in the amount of $18,098,487, which are collectively the base GMP for the project, and (ii) the GMP proposal for the addition of three pier enhancement elements (the Plaza Pavilion, the Enhanced Splash Pad, and the Additional Breakwater) in the amount of $2,842,353) into the agreement, as amended, to revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainers, and to modify other necessary provisions; and

WHEREAS, on August 2, 2018, City and Skanska executed the Fourth Amendment for Skanska to provide additional preconstruction phase services related to the Pier head building tenant improvements, education building tenant improvements, and pavilion tenant improvements for an amount not to exceed $55,000, and to revise the project schedule; and

WHEREAS, the City and Skanska desire to execute the Fifth Amendment to increase the GMP by an additional $1,111,371 for construction of the Tampa Bay Watch Discovery Center tenant improvements and to increase the owner’s contingency (for a total GMP for the Pier Project not to exceed $39,632,058) and to further revise the project schedule.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 1 in an amount not to exceed $711,371 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated November 17, 2017 for construction of the Tampa Bay Watch Discovery Center tenant improvements is hereby accepted.

BE IT FURTHER RESOLVED that Addendum No. 2 in the amount of $400,000 submitted by Skanska to the GMP Proposal dated November 17, 2017 to increase the owner’s contingency is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Project shall not exceed $39,632,058.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Fifth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 1 and Addendum No. 2 to the GMP proposal into such agreement, as amended, and further revise the project schedule.

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 there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from Tampa Bay Watch pursuant to its Lease dated May 24, 2018, as amended, for the construction of the tenant improvements, the following supplemental appropriation for FY19:

- **General Capital Improvement Fund (3001)**
  - Pier Visioning Project (11988) $561,731

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) $400,000

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 Visioning Project (11988) $400,000

This resolution shall become effective immediately upon its adoption.

**Approvals:**

[Signatures]

City Attorney (Designee)

[Signature]

Brajesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director

[Signature]

Budget

00-25741 FINAL
Fifth Amendment

This Fifth Amendment ("Fifth Amendment") is made and entered into on this _____ day of February, 2019, by and between the City of St. Petersburg, Florida ("City" or "Owner") and Skanska USA Building Inc. ("Construction Manager" or "Contractor").

WHEREAS, the Owner and the Construction Manager entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on July 13, 2015 for Construction Manager to provide preconstruction and construction phase services for the new St. Petersburg Pier; 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 $490,000; and

WHEREAS, on March 24, 2017, the Owner and Construction Manager executed the First Amendment for Construction Manager to provide additional preconstruction services which included fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for the total preconstruction phase costs not to exceed $871,200); and

WHEREAS, on June 9, 2017, the Owner and Construction Manager executed the Second Amendment to incorporate the Partial GMP Proposal for the marine structural work in the amount of $17,579,847 in the agreement, as amended; and

WHEREAS, on December 7, 2017, the Owner and Construction Manager executed the Third Amendment to (i) incorporate the Final GMP Proposal in an amount not to exceed $38,520,687 into the agreement, as amended, (ii) revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and (iii) modify other necessary provisions; and

WHEREAS, on August 2, 2018, the Owner and Construction Manager executed the Fourth Amendment for Construction Manager to provide additional preconstruction phase services related to the Pier head building tenant improvements, education building tenant improvements, and pavilion tenant improvements for an amount not to exceed $55,000, and to revise the project schedule; and

WHEREAS, the Owner and Construction Manager desire to execute the Fifth Amendment to increase the GMP by an additional $1,111,371 for construction of the Tampa Bay Watch Discovery Center tenant improvements and to increase the Owner’s contingency (for a total GMP for the Pier Project not to exceed $39,632,058) and to further revise the project schedule.

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 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. Addendum No. 1 in the amount of $711,371 to the GMP proposal dated November 17, 2017, for construction of the Tampa Bay Watch Discovery Center tenant improvements, which is attached hereto, is hereby accepted and incorporated in the Contract as Attachment 1 to Amended Exhibit E.

3. Addendum No. 2 in the amount of $400,000 to the GMP proposal dated November 17, 2017, to increase the Owner’s Contingency, which is attached hereto, is hereby accepted and incorporated in the Contract as Attachment 2 to Amended Exhibit E.

4. The total GMP for the Pier Project shall not exceed $39,632,058.

5. The project schedule attached to the Fourth Amendment is deleted and replaced with the revised project schedule set forth in Addendum No. 1.

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

REMAINING PORTION INTENTIONALLY LEFT BLANK
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: ______________________________

ATTEST

______________________________
City Clerk

(SEAL)

Approved as to Form and Content:

______________________________
City Attorney (Designee)

SKANSKA USA BUILDING, INC:

By: ______________________________

Print: ______________________________

Title: ______________________________

WITNESSES

By: ______________________________

Print: ______________________________

By: ______________________________

Print: ______________________________
City of St. Petersburg

Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8)
Table of Contents

1. Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate Summary

2. Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate

3. Document Log

4. Site Logistics Plan

5. Project Schedule

6. Appendix - A
1 Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate Summary

• Executive Summary
• Cost Summary
Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate

Executive Summary
The Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate is based upon the documents prepared by ASD 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate is $711,371.

Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8)

- Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate: $711,371

Project Description
Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate includes concrete curbs, modifications to the existing Education Center building core and shell, interior walls, MEPF including all under marine slab work requiring boats and barges, casework, wood rainscreen system, curtainwall, and interior finishes.

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

- Completion of Tenant Improvements November 15th, 2019
- Substantial Completion For Pier Project December 20th, 2019

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

- NTP by City for Tenant Improvements February 8, 2019
- Permit issued for Tenant Improvements April 11th, 2019
Cost Summary
Following is the Cost Summary breakdown.
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<th>Pkg</th>
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<td><strong>Total: Construction Costs</strong></td>
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</table>
Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate

- Introduction
- Insurances and Bonds
- Standard Qualifications
- Scope Specific Qualifications
- Allowances
Basis of Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate

Introduction
This section of the Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate reflects only the cost and time of the element as assumed or clarified.

Skanska’s Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate is based upon the following:

1. Document log provided in Section 3.
2. Skanska’s Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate dated January 16th, 2019.
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 cost of the CCIP is included in the Cost of the Work included in the Partial Guaranteed Maximum Price calculation. 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 the Cost of the Work less General Conditions Costs for SDI.

Coordination with other Contractors
This Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate assumes any separate contractors hired by the Owner will not interfere with the operation of Skanska.

4. This Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate project:

1. We have included Lump Sum GCs & GRs.

2. In preparing the Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate and the project schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

3. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate are excluded.

4. Property, business operations and other taxes related to the Project Site and the operation of the project have not been included.

5. All sales tax on material is included.

6. Due to turnaround requirements dictated by the City and the Schedule, no advertising took place for this work and the work has been and will be priced by existing subcontractors already engaged on the project and awarded as change orders to their work.

7. 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.

8. Skanska assumes unfettered access to the Project Site at all times. The Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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.

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

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

11. Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate Schedule is based on the City’s issuance of NTP (Notice to Proceed) on January 22nd, 2019.

12. Use of union labor/prevaling wage is not included.

13. Delegated design is not included.

14. Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate assumes the Architect/Engineers design complies with all requirements prescribed in Owner standards or guidelines.

15. Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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 the entire project’s Substantial Completion date.

Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate assumes there are no working hour restrictions.
Scope Specific Qualifications

B.1 Structure
1. Walls shown on sheet S3.01 are 10” thick, not 12” thick.
2. Separate “superstructure” for the support of ceilings and/ or walls due to restrictions on use of the roof and/ or deck are excluded.

B.2 Exterior Enclosure
1. Curtain wall system is YKK YHC 4-sided SSG (3” profile) provided and installed by Countryside, this is alternate to BOD: West Tampa Glass SSG.
2. 2-coat Duranar painted finish, non-exotic, non-metallic finish.
3. 1-5/16” impact insulated PPG grey or Optiblue with Solarban X75#2 glass.
4. Includes door E107 (35H medium stile) hardware not specified on shell project. Manual hanger but hinges, caliber overhead concealed closer, YKK smart series push/ pull handles, MS 1850 lock with thumbturn and keyed cyl (temp core), airlock/ ADA threshold. No panic exit device, no electric hardware.

C.1 Interior Construction
1. 3” topping slab is 4000 PRPM; Xypex Admixture has been removed per ASD comments.
2. Custom Broadcast Aggregate is not included, no specification has been provided. Custom Broadcast Aggregate mentioned in ASD E-mail regarding Polished Concrete.
3. Two (2) 2’x2’ access doors have been included.
4. Polished concrete is included at the East Classroom EC-107, Indoor Classroom EC-101, and the adjacent rooms to these rooms. Total SF is 2,730 SF.
6. Level 5 drywall finish has been included.

D.2 Plumbing
1. No qualifications.

D.3 HVAC
1. No qualifications.

D.4 Fire Sprinkler
1. White/ chrome concealed pendent heads in all areas with ceilings, brass uprights in all spaces exposed to the structure.
2. It is assumed the head layout on the plans provided is adequate for coverage. No heads are included under finished or blocked ceiling or owner decorations.
3. Signage is included per NFPA 13.
4. Underground piping or work associated with underground piping is not included.
D.5 Electrical
1. All voice/ data equipment racks and equipment are excluded.
2. Depth of the floor boxes must be coordinated as specified for topping thickness. Cracking of topping 
telegraphing from conduit within topping is to be expected.

E Equipment and Furnishings
1. Equipment and furnishings are provided and installed by the Tenant, it is not included in this CD 
estimate. i.e. TVs, Tables, Chairs, etc.

F Furniture
1. Furniture is provided and installed by the Tenant, it is not included in this CD estimate.
2. Fish tanks fixed/ or moveable are by others, is it not included in this CD estimate.
ALLOWANCES

In order to provide the Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate 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: $6,464
2. Bond: $6,464
The Document Log that follows represents the information that forms the Pier GMP Addendum No. 1 for the TBW Discovery Center Tenant Improvements (pricing of ASI #8) Estimate and associated clarifications defined herein.
EXHIBIT “B”

DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

The Contract Documents include the following documents, attached as separate sheets.

**Specification:**

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<thead>
<tr>
<th>Section No.</th>
<th>Specification Title</th>
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**Drawings:**

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4 Site Logistics Plan
5 Project Schedule
# The New St. Petersburg Pier_DD 01-08-19_CO Dec Time Extension

## Milestones

### Local Events

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<td>EVE100 RibFest (Close 5th Ave NE)</td>
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<td>EVE103 Veterans Day Parade (Central Ave &amp; Bayshore Closings)</td>
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<td>EVE102 El Cultura (Street Closings at Waterfront &amp; Downtown)</td>
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<td>EVE101 St Pete Run Fest (Close Bayshore - AM)</td>
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<td>EVE105 Santa Parade (Central Ave &amp; Bayshore Closings)</td>
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### New Pier

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## Critical Remaining Work

- **Food & Wine (Bayshore Closings)**
- **RibFest (Close 5th Ave NE)**
- **Veterans Day Parade (Central Ave & Bayshore Closings)**
- **El Cultura (Street Closings at Waterfront & Downtown)**
- **St Pete Run Fest (Close Bayshore - AM)**
- **Santa Parade (Central Ave & Bayshore Closings)**
- **New Year’s Eve Evening Celebration (Several Street Closings Along Waterfront)**

## Pre-Construction

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## Construction

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<td>MS26 Start New Seawall</td>
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## Pier Approach

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*Critical Remaining Work includes all activities marked with an asterisk (*) as of the date printed.
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### Design

**New Pier**

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### Construction Documents

**Solicitation**

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**Pier Approach**

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### Pre-Construction

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**Summary**

- **Actual Work**
- **Critical Remaining Work**
- **Remaining Work**
- **Milestone**
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- **Remaining Work:** 32
- **Milestone:** 32
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### Summary

- **Actual Work**: The actual work started and completed on time.
- **Critical Remaining Work**: The critical remaining work is on schedule.
- **Remaining Work**: The remaining work is progressing as planned.
- **Milestone**: The milestones are being met.

---

### Revisions

- **Critical Path Changes**: The critical path has shifted slightly due to unexpected delays in material delivery.
- **Resource Allocation**: Additional resources have been allocated to speed up the fabrication process.

---

### Notes

- The project remains on track for the completion date.
- Regular updates will be provided to monitor progress and adjust the schedule as necessary.
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<td>Pile Survey</td>
<td>200d</td>
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### Master Schedule

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<tr>
<td>MAR-148</td>
<td>Backfill / Compact at Retaining Wall - South Seawall</td>
<td>2d</td>
<td>0d</td>
<td>21-Nov-18 A</td>
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<tr>
<td>MAR-137</td>
<td>Place &amp; Compact Balance of Backfill - South Seawall</td>
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<td>26-Nov-18 A</td>
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<td>MAR-156</td>
<td>Hardscape Removal 5' E&amp;W of New Sheetpile Wall - North Seawall</td>
<td>1d</td>
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<td>16-Aug-17 A</td>
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<td>MAR-161</td>
<td>Excavate at New Seawall For Full Corrosion Protection Depth - North Seawall</td>
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<td>0d</td>
<td>01-Oct-17 A</td>
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<td>MAR-133</td>
<td>Install New Sheetpile - North Seawall</td>
<td>5d</td>
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<td>MAR-126</td>
<td>Exc / Removal of Existing Soil b/w Exist. &amp; New Seawall / Demo. Seawall - South Seawall</td>
<td>10d</td>
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<td>MAR-154</td>
<td>Exc / Removal of Existing Soil b/w Exist. &amp; New Seawall / Demo. Seawall - South Seawall</td>
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<td>MAR-163</td>
<td>Install Tieback Anchors - South Seawall</td>
<td>7d</td>
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<td>MAR-162</td>
<td>F/R/P Deadmen - South Seawall</td>
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<td>20-Nov-17 A</td>
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<td>MAR-164</td>
<td>F/R/P Seawall Concrete Cap - Middle Seawall</td>
<td>5d</td>
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<td>01-Dec-17 A</td>
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<td>MAR-157</td>
<td>F/R/P/S Retaining Wall b Lower SOG Elev - Middle Seawall</td>
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<td>MAR-111</td>
<td>Install New Sheetpile - North Seawall</td>
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<td>MAR-141</td>
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<td>MAR-129</td>
<td>F/R/P Deadmen - North Seawall</td>
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<td>MAR-132</td>
<td>Install Tieback Anchors - North Seawall</td>
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<td>MAR-136</td>
<td>F/R/P Seawall Concrete Cap - North Seawall</td>
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<td>MAR-144</td>
<td>F/R/P/S Retaining Wall b Lower SOG Elev - North Seawall</td>
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<td>MAR-134</td>
<td>Backfill / Compact at Retaining Wall - North Seawall</td>
<td>2d</td>
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<td>MAR-153</td>
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<td>MAR-139</td>
<td>Place &amp; Compact Balance of Backfill - North Seawall</td>
<td>2d</td>
<td>0d</td>
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<td>Beach Improvements</td>
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<td>MAR-172</td>
<td>Spa Beach Sand</td>
<td>13d</td>
<td>67d</td>
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<td>MAR-173</td>
<td>Spa Beach Amenities</td>
<td>20d</td>
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<td>MAR-174</td>
<td>Spa Beach 36&quot; Concrete Curb</td>
<td>20d</td>
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<td>13-May-19 A</td>
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<td>Pier Plaza (Zone 1)</td>
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<tr>
<td>ZNI-230</td>
<td>MEPP Under Deck Rough-In (Zone 1)</td>
<td>272d</td>
<td>151d</td>
<td>16-Jul-18 A</td>
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<td>ZNI-100</td>
<td>F/R/P Gabion Walls (Over Water) - Thicket 3</td>
<td>119d</td>
<td>84d</td>
<td>16-Feb-19 A</td>
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<tr>
<td>ZNI-104</td>
<td>Exc / Removal of Existing Soil b/w Exist. &amp; New Seawall / Demo. Seawall - Thicket 3</td>
<td>5d</td>
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**Summary:**
- Backfill / Compact at Retaining Wall - South Seawall
- Place & Compact Balance of Backfill - South Seawall
- Spa Beach Sand
- Spa Beach Amenities
- Field / R/P Gabion Walls (Over Water) - Thicket 3
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<tr>
<td>ZN1-103</td>
<td>Drain Protection Barrier - Thicket 3</td>
<td>2d 2d</td>
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<td>ZN1-112</td>
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<td>ZN1-117</td>
<td>Backfill at Retaining Wall - Thicket 3</td>
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<td>ZN1-171</td>
<td>Layout Boardwalk Support Posts - Thicket 3</td>
<td>1d 1d</td>
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<td>ZN1-174</td>
<td>Install 4x4 Pressure Treated Support Posts - Thicket 3</td>
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<td>ZN1-177</td>
<td>Install Topsoil at Coastal/Thicket - Thicket 3</td>
<td>3d 3d</td>
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<tr>
<td>ZN1-181</td>
<td>Plant Cabbage Palms - Thicket 3</td>
<td>3d 3d</td>
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<td>08-Apr-19</td>
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<tr>
<td>ZN1-182</td>
<td>Set Direct Burial Light Pole at Thicket 3</td>
<td>1d 1d</td>
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<td>ZN1-183</td>
<td>Electrical Rough In - Thicket 3</td>
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<td>ZN1-184</td>
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<td>ZN1-185</td>
<td>Install Ornamental Rails - Thicket 3</td>
<td>10d 10d</td>
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<td>ZN1-192</td>
<td>F/R/P Deck Curb - Thicket 3</td>
<td>5d 5d</td>
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<tr>
<td>ZN1-194</td>
<td>Install Boardwalk Sleepers, Structural Ledger &amp; Stringers - Thicket 3</td>
<td>3d 3d</td>
<td>07-May-19</td>
<td>09-May-19</td>
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<td>ZN1-196</td>
<td>Install Composite Docking With Bent Metal Flashing - Thicket 3</td>
<td>5d 5d</td>
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<td>ZN1-201</td>
<td>Install Rail Type F on Stringers - Thicket 3</td>
<td>5d 5d</td>
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<td>ZN1-205</td>
<td>Landscaping / Ground Cover / Shrubs / Mulch - Thicket 3</td>
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<td>ZN1-207</td>
<td>Irrigation &amp; Electrical Trim Out - Thicket 3</td>
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Coastal Thicket 4

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<td>ZN1-111</td>
<td>Excavate Spread Footers - Thicket 4</td>
<td>2d 0d</td>
<td>01-Oct-18 A</td>
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<tr>
<td>ZN1-113</td>
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<tr>
<td>ZN1-116</td>
<td>F/R/P Walls - Thicket 4</td>
<td>3d 1d</td>
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<td>ZN1-304</td>
<td>Install Storm Structure 600 - Thicket 4</td>
<td>4d 4d</td>
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<td>ZN1-305</td>
<td>F/R/P East/West Spread Footers - Thicket 4</td>
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<tr>
<td>ZN1-117</td>
<td>Set Water Feature Vault &amp; Piping - Thillet 4</td>
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<td>ZN1-126</td>
<td>Backfill Walls &amp; Install Artificial Topsoil - Thicket 4</td>
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<td>ZN1-128</td>
<td>Set Cabbage Palms - Thicket 4</td>
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<td>ZN1-131</td>
<td>Install Direct Burial 60' Light Pole - Thicket 4</td>
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<td>ZN1-133</td>
<td>Electrical Rough In - Thicket 4</td>
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<td>ZN1-155</td>
<td>Landscaping / Ground Cover / Shrubs / Mulch - Thicket 4</td>
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<td>ZN1-156</td>
<td>Irrigation &amp; Electrical Trim Out - Thicket 4</td>
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Coastal Thicket 5

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<td>ZN1-129</td>
<td>Cut to Subgrade - Thicket 5</td>
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<td>ZN1-130</td>
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<td>ZN1-137</td>
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<td>ZN1-142</td>
<td>Irrigation Rough In - Thicket 5</td>
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<td>ZN1-148</td>
<td>Install Crushed Concrete Sub-Base for Header Curb 6/L205.1 - Thicket 5</td>
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<td>ZN1-151</td>
<td>Compact Coastal Thicket Sub-Grade - Thicket 5</td>
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<td>ZN1-153</td>
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<td>ZN1-157</td>
<td>Install Geofabric at Sub-Grade - Thicket 5</td>
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<td>ZN1-160</td>
<td>Install P3 Coquina Shell - Thicket 5</td>
<td>2d 2d</td>
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<td>ZN1-164</td>
<td>Trim Out Electrical &amp; Irrigation - Thicket 5</td>
<td>2d 2d</td>
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<td>ZN1-169</td>
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Interactive Fountain

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<td>ZN1-120</td>
<td>Vault Structure Installation Complete at Thicket 4</td>
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<td>ZN1-122</td>
<td>Excavate for Underground Piping &amp; Electrical</td>
<td>2d 2d</td>
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<td>ZN1-105</td>
<td>Excavate to Sub-Grade</td>
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<td>ZN1-106</td>
<td>Fill With Soil Mix</td>
<td>2-Mar-19</td>
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<td>ZN1-119</td>
<td>Temporary Watering</td>
<td>4-Mar-19</td>
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<td>ZN1-127</td>
<td>Install Crape Myrtles</td>
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<td>ZN1-134</td>
<td>Electrical Rough In</td>
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<tr>
<td>ZN1-228</td>
<td>Slab On Grade Stairs (Finegrade, Compact, F/R/PIS)</td>
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<td>ZN1-240</td>
<td>Grade Site To SOG Elev - Pavilion</td>
<td>20-Mar-19</td>
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<tr>
<td>ZN1-245</td>
<td>Install F/R/P Walls/Install MEP/Embeds - Pavilion (Steel Supports)</td>
<td>24-Mar-19</td>
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<tr>
<td>ZN1-249</td>
<td>Rough In MEP In Roof Slab - Pavilion</td>
<td>29-Mar-19</td>
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<td>ZN1-250</td>
<td>Install Roof Slab Have Pour Sign-off By Engineer of Record - Pavilion</td>
<td>30-Mar-19</td>
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<td>ZN1-251</td>
<td>Pour Roof Slab - Pavilion</td>
<td>31-Mar-19</td>
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<tr>
<td>ZN1-281</td>
<td>Install Grease Traps - Pavilion</td>
<td>5d</td>
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<td>07-Mar-19</td>
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<tr>
<td>ZN1-256</td>
<td>Install Stone Base - Pavilion</td>
<td>5d</td>
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<td>ZN1-277</td>
<td>Install Expansion Material Around Poured Walls - Pavilion</td>
<td>5d</td>
<td>5d</td>
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<tr>
<td>ZN1-258</td>
<td>Four Area of SOG Under Roof Area Blockout - Pavilion</td>
<td>5d</td>
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<td>Enclosure</td>
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<td>ZN1-172</td>
<td>Install Fluid Roofing Membrane - Pavilion</td>
<td>4d</td>
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<td>ZN1-188</td>
<td>Install Sun Shade - Pavilion</td>
<td>4d</td>
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<td>ZN1-199</td>
<td>Exterior Wall Sealer - Pavilion</td>
<td>2d</td>
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<td>29-May-19</td>
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<td>ZN1-203</td>
<td>Install Webnet Rails With Stainless Steel Wire Mesh - Pavilion</td>
<td>15d</td>
<td>15d</td>
<td>30-May-19</td>
<td>12-Jun-19</td>
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<tr>
<td>ZN1-209</td>
<td>Brushed Aluminum Light Trays - Pavilion</td>
<td>5d</td>
<td>5d</td>
<td>13-Jun-19</td>
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<td>ZN1-260</td>
<td>Frame Low Concrete Walls - Pavilion</td>
<td>3d</td>
<td>3d</td>
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<tr>
<td>ZN1-261</td>
<td>Pour Low Concrete Walls - Pavilion</td>
<td>2d</td>
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<td>ZN1-262</td>
<td>Wall Layout - Pavilion</td>
<td>1d</td>
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<tr>
<td>ZN1-263</td>
<td>Soft Framing - Pavilion</td>
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<tr>
<td>ZN1-264</td>
<td>In Wall Plumbing Rough In - Pavilion</td>
<td>5d</td>
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<td>12-Apr-19</td>
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<tr>
<td>ZN1-265</td>
<td>Overhead Electrical Rough In - Pavilion</td>
<td>5d</td>
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<td>ZN1-266</td>
<td>In Wall Inspections - Pavilion</td>
<td>2d</td>
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<tr>
<td>ZN1-267</td>
<td>Hang &amp; Finish Drywall - Pavilion</td>
<td>6d</td>
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<tr>
<td>ZN1-268</td>
<td>Prime Paint - Pavilion</td>
<td>5d</td>
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<td>05-May-19</td>
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<tr>
<td>ZN1-275</td>
<td>Install Electrical Fixtures - Pavilion</td>
<td>4d</td>
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<td>07-May-19</td>
<td>10-May-19</td>
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<tr>
<td>ZN1-269</td>
<td>Install Epoxy Flooring at Bathrooms - Pavilion</td>
<td>3d</td>
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<td>09-May-19</td>
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<tr>
<td>ZN1-274</td>
<td>Final Paint - Pavilion</td>
<td>5d</td>
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<tr>
<td>ZN1-271</td>
<td>Plumbing Fixtures - Pavilion</td>
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<td>16-May-19</td>
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<tr>
<td>ZN1-270</td>
<td>Five Treated &amp; Painted Plywood Backboards For Electrical Equipment - Pavilion</td>
<td>3d</td>
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<td>14-May-19</td>
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<tr>
<td>ZN1-272</td>
<td>Electrical Equipment - Pavilion</td>
<td>5d</td>
<td>5d</td>
<td>15-May-19</td>
<td>21-May-19</td>
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<tr>
<td>ZN1-283</td>
<td>Install Aluminum Gate - Pavilion</td>
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<tr>
<td>ZN1-282</td>
<td>Install Toilet Partitions - Pavilion</td>
<td>5d</td>
<td>5d</td>
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<td>20-May-19</td>
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<tr>
<td>ZN1-277</td>
<td>Doors &amp; Hardware - Pavilion</td>
<td>3d</td>
<td>3d</td>
<td>17-May-19</td>
<td>21-May-19</td>
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<tr>
<td>ZN1-276</td>
<td>MEP Trim Out - Pavilion</td>
<td>5d</td>
<td>5d</td>
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<td>25-May-19</td>
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<tr>
<td>ZN1-280</td>
<td>Punch &amp; Clean - Pavilion</td>
<td>1d</td>
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### Pavers

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<th>Start Date</th>
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<tbody>
<tr>
<td>ZN1-190</td>
<td>Finegrade / Compact Subgrade / Install Geofabric for Pavers</td>
<td>5d</td>
<td>5d</td>
<td>03-Jun-19</td>
<td>07-Jun-19</td>
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<tr>
<td>ZN1-193</td>
<td>Install Crushed Concrete Sub-base</td>
<td>5d</td>
<td>5d</td>
<td>10-Jun-19</td>
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<tr>
<td>ZN1-197</td>
<td>Install Pavers Restraints</td>
<td>5d</td>
<td>5d</td>
<td>24-Jun-19</td>
<td>28-Jun-19</td>
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<tr>
<td>ZN1-204</td>
<td>Install Pavers</td>
<td>15d</td>
<td>15d</td>
<td>01-Jul-19</td>
<td>22-Jul-19</td>
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<tr>
<td>ZN1-210</td>
<td>Wash Sand Into Joints</td>
<td>5d</td>
<td>5d</td>
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<td>29-Jul-19</td>
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<td>ZN1-212</td>
<td>Protect Pavers</td>
<td>5d</td>
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<td>ZN1-214</td>
<td>Final Clean &amp; Seal</td>
<td>5d</td>
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### Hardscapes & Drainage

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<tr>
<td>ZN1-306</td>
<td>Underground Drains Rough</td>
<td>15d</td>
<td>115d</td>
<td>29-Jan-19</td>
<td>11-Jul-19</td>
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<tr>
<td>ZN1-191</td>
<td>Slab On Grade Below Tied Lawn (Finegrade, Compact, F/R/P/S)</td>
<td>10d</td>
<td>10d</td>
<td>01-Feb-19</td>
<td>14-Feb-19</td>
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<tr>
<td>ZN1-145</td>
<td>Underground MEPF Rough In</td>
<td>10d</td>
<td>10d</td>
<td>18-Apr-19</td>
<td>01-May-19</td>
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<tr>
<td>ZN1-166</td>
<td>Excavate &amp; Compact at Perimeter Pavillon Building</td>
<td>5d</td>
<td>5d</td>
<td>02-May-19</td>
<td>08-May-19</td>
</tr>
<tr>
<td>ZN1-165</td>
<td>Pier Plaza West Curbs &amp; Seatwall at Depressed Seating (Enc, Compact, Subbase, F/R/P/S, incl. Sod)</td>
<td>8d</td>
<td>8d</td>
<td>05-May-19</td>
<td>13-May-19</td>
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<tr>
<td>ZN1-179</td>
<td>Pier Plaza West East / West Trench Drains (Excavate, Compact, Subbase, F/R/P/S)</td>
<td>8d</td>
<td>8d</td>
<td>14-May-19</td>
<td>23-May-19</td>
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### Summary

- **Actual Work**: The work that has been completed.
- **Critical Remaining Work**: The work that is critical for the project.
- **Remaining Work**: The work that still needs to be completed.
- **Milestone**: Important checkpoints in the project timeline.
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
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<tr>
<td>ZN1-187</td>
<td>F/R/P Slab On Grade at Perimeter Pavilion Building (Base Scope)</td>
<td>5d</td>
<td>5d</td>
<td>24-May-19</td>
<td>31-May-19</td>
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<tr>
<td>ZN1-223</td>
<td>North Pier SG5 Walkway (Frigado, Compact, F/R/P )</td>
<td>10d</td>
<td>10d</td>
<td>13-Jun-19</td>
<td>26-Jun-19</td>
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<tr>
<td>ZN1-225</td>
<td>South Pier SG5 Walkway (Frigado, Compact, F/R/P )</td>
<td>10d</td>
<td>10d</td>
<td>27-Jun-19</td>
<td>11-Jul-19</td>
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<tr>
<td>ZN1-227</td>
<td>F/R/P Slabs</td>
<td>10d</td>
<td>10d</td>
<td>01-Jul-19</td>
<td>15-Jul-19</td>
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<tr>
<td>ZN2-229</td>
<td>F/R/P Top Landing SOG</td>
<td>3d</td>
<td>3d</td>
<td>16-Jul-19</td>
<td>18-Jul-19</td>
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<tr>
<td>ZN1-225</td>
<td>Install Hand Rails Type 4</td>
<td>2d</td>
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<td>F/R/P Slab</td>
<td>3d</td>
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**Coastal Thicket 1**

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<tr>
<td>ZN2-100</td>
<td>F/R/P Slab With Drain Sleeves - Thicket 1</td>
<td>5d</td>
<td>5d</td>
<td>26-Oct-18</td>
<td>02-Nov-18</td>
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<tr>
<td>ZN2-102</td>
<td>F/R/P Walls - Thicket 1</td>
<td>5d</td>
<td>5d</td>
<td>05-Nov-18</td>
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<tr>
<td>ZN2-105</td>
<td>Drain Protection Barrier - Thicket 1</td>
<td>2d</td>
<td>2d</td>
<td>09-Jan-19</td>
<td>10-Jan-19</td>
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<tr>
<td>ZN2-108</td>
<td>Layout Boardwalk Support Posts - Thicket 1 (City to Approve)</td>
<td>1d</td>
<td>1d</td>
<td>26-Mar-19</td>
<td>26-Mar-19</td>
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<tr>
<td>ZN2-110</td>
<td>Install 4x4 Pressure Treated Support Posts - Thicket 1</td>
<td>3d</td>
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<td>27-Mar-19</td>
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<tr>
<td>ZN2-113</td>
<td>Install Tops of Coastal Thicket - Thicket 1</td>
<td>3d</td>
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<tr>
<td>ZN2-115</td>
<td>Plant Cabbage Palms - Thicket 1</td>
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<tr>
<td>ZN2-120</td>
<td>Electrical Rough In</td>
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<tr>
<td>ZN2-123</td>
<td>Irrigation Rough In Thicket 1</td>
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<tr>
<td>ZN2-125</td>
<td>Install Ornamental Rails - Thicket 1</td>
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<tr>
<td>ZN2-133</td>
<td>F/R/P Deck Curb - Thicket 1</td>
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<tr>
<td>ZN2-135</td>
<td>Install Boardwalk Sleepers, Structural Ledger &amp; Stringers - Thicket 1</td>
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<td>06-May-19</td>
<td>08-May-19</td>
</tr>
<tr>
<td>ZN2-137</td>
<td>Install Composite Decking With Bent Metal Flashing - Thicket 1</td>
<td>5d</td>
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<tr>
<td>ZN2-141</td>
<td>Install Rail Type F on Stringers - Thicket 1</td>
<td>3d</td>
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<td>22-May-19</td>
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<tr>
<td>ZN2-149</td>
<td>Landscaping / Ground Cover / Shrubs / Mulch - Thicket 1</td>
<td>3d</td>
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<td>ZN2-154</td>
<td>Installation &amp; Electrical Trim Out - Thicket 1</td>
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**Coastal Thicket 2**

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<td>ZN2-101</td>
<td>F/R/P Slab With Drain Sleeves - Thicket 2</td>
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<tr>
<td>ZN2-106</td>
<td>Drain Protection Barrier - Thicket 2</td>
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<tr>
<td>ZN2-109</td>
<td>Layout Boardwalk Support Posts - Thicket 2</td>
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<tr>
<td>ZN2-111</td>
<td>Install 4x4 Pressure Treated Support Posts - Thicket 2</td>
<td>3d</td>
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<tr>
<td>ZN2-114</td>
<td>Install Tops of Coastal Thicket - Thicket 2</td>
<td>3d</td>
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<td>26-Feb-19</td>
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<tr>
<td>ZN2-116</td>
<td>Plant Cabbage Palms - Thicket 2</td>
<td>3d</td>
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<tr>
<td>ZN2-121</td>
<td>Electrical Rough In</td>
<td>2d</td>
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<tr>
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<td>Irrigation Rough In Thicket 2</td>
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<td>ZN2-126</td>
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<tr>
<td>ZN2-134</td>
<td>F/R/P Deck Curb - Thicket 2</td>
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<td>01-Apr-19</td>
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<tr>
<td>ZN2-136</td>
<td>Install Boardwalk Sleepers, Structural Ledger &amp; Stringers - Thicket 2</td>
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<td>02-Apr-19</td>
<td>04-Apr-19</td>
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<tr>
<td>ZN2-138</td>
<td>Install Composite Decking With Bent Metal Flashing - Thicket 1</td>
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<tr>
<td>ZN2-142</td>
<td>Install Rail Type F on Stringers - Thicket 1</td>
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<td>ZN2-150</td>
<td>Landscaping / Ground Cover / Shrubs / Mulch - Thicket 2</td>
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**Education Facility**

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### Activity Details

**Activity ID** | **Activity Name** | **Original Duration** | **Remaining Duration** | **Start** | **Finish**
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ZN2-185 | Caulking - East Edu Bldg. | 5d | 5d | 04-Jun-19 | 10-Jun-19
ZN2-190 | Storefront Protection Edu Bldg. | 2d | 2d | 11-Jun-19 | 12-Jun-19
Interior | | 87d | 87d | 16-May-19 | 17-Sep-19
Core & Shell | | 87d | 87d | 16-May-19 | 17-Sep-19
ZN2-232 | Install AHU - Edu Bldg. | 8d | 8d | 16-May-19 | 28-May-19
ZN2-171 | Wall Layout - Edu Bldg. | 3d | 3d | 29-May-19 | 31-May-19
ZN2-179 | Overhead Fire Protection - Edu Bldg. | 7d | 7d | 03-Jun-19 | 11-Jun-19
ZN2-178 | Interior Framing - Edu Bldg. | 8d | 8d | 03-Jun-19 | 12-Jun-19
ZN2-188 | Install Outwork - Edu Bldg. | 100d | 100d | 12-Jun-19 | 25-Jun-19
ZN2-189 | In-Wall Plumbing Rough In - Edu Bldg. | 8d | 8d | 16-May-19 | 24-Jun-19
ZN2-191 | Overhead Electrical Rough In - Edu Bldg. | 100d | 100d | 21-Jun-19 | 06-Jul-19
ZN2-192 | In-Wall Electrical Rough In - Edu Bldg. | 8d | 8d | 25-Jun-19 | 05-Jul-19
ZN2-194 | In-Wall Inspections - Edu Bldg. | 1d | 1d | 08-Jul-19 | 08-Jul-19
ZN2-195 | Hang & Finish Drywall - Edu Bldg. | 90d | 90d | 09-Jul-19 | 22-Jul-19
ZN2-197 | Install Epoxy Flooring at Bathrooms - Edu Bldg. | 100d | 100d | 23-Jul-19 | 05-Aug-19
ZN2-196 | Prime Paint - Edu Bldg. | 5d | 5d | 23-Jul-19 | 29-Jul-19
ZN2-199 | Electrical Equipment - Edu Bldg. | 100d | 100d | 24-Jul-19 | 06-Aug-19
ZN2-201 | Plumbing Fixtures - Edu Bldg. | 5d | 5d | 30-Jul-19 | 05-Aug-19
ZN2-200 | Frame Hard Ceilings - Edu Bldg. | 100d | 100d | 05-Aug-19 | 12-Aug-19
ZN2-202 | Hang & Finish Hard Ceilings - Edu Bldg. | 8d | 8d | 13-Aug-19 | 22-Aug-19
ZN2-204 | MEP Trim Out - Edu Bldg. | 5d | 5d | 23-Aug-19 | 29-Aug-19
ZN2-203 | Final Paint - Edu Bldg. | 8d | 8d | 23-Aug-19 | 03-Sep-19
ZN2-206 | Fire Alarm Trim Out & Testing - Edu Bldg. | 5d | 5d | 30-Aug-19 | 05-Sep-19
ZN2-205 | Fire Protection Trim Out & Testing - Edu Bldg. | 5d | 5d | 30-Aug-19 | 05-Sep-19
ZN2-208 | Doors & Hardware - Edu Bldg. | 4d | 4d | 04-Sep-19 | 09-Sep-19
ZN2-207 | Install Electrical Fixtures - Edu Bldg. | 5d | 5d | 04-Sep-19 | 10-Sep-19
ZN2-210 | Punch / Clean - Edu Bldg. | 5d | 5d | 11-Sep-19 | 17-Sep-19
SK1944 | Education Building Substantial Completion - Core & Shell | | | | 0d | 0d
Lift Station | | 181d | 181d | 01-Feb-19 | 17-Oct-19
ZN2-107 | Lift Station Structural Steel Below Deck - Lift Station #2 | 5d | 5d | 01-Feb-19 | 07-Feb-19
ZN2-112 | Concrete Manhole Structure - Lift Station #2 | 5d | 5d | 08-Feb-19 | 14-Feb-19
ZN2-119 | Pre-Manufactured Fiberglass Lift Station Well - Lift Station #2 | 2d | 2d | 15-Feb-19 | 19-Feb-19
ZN2-122 | Install Pump & Floats - Lift Station #2 | 5d | 5d | 20-Feb-19 | 26-Feb-19
ZN2-127 | Terminate / Connect All Piping - Lift Station #2 | 5d | 5d | 27-Feb-19 | 05-Mar-19
ZN2-130 | Mount Controller - Lift Station #2 | 5d | 5d | 06-Mar-19 | 13-Mar-19
ZN2-212 | Connect Power & Test - Lift Station #2 | 3d | 3d | 15-Oct-19 | 17-Oct-19
Pier Head (Zone 3) | | | | 264d | 2175d
ZN3-400 | MEFP Under Deck Rough-In (Zone 3) | 100d | 100d | 10-Aug-18-A | 24-Jan-19
Pier Head Building Structure | | 214d | 1675d | 11-Oct-18-A | 03-Sep-19
ZN3-101 | F/R/P North Core Walls - Lvl 1 Pier Head Bldg. | 100d | 100d | 11-Oct-18-A | 17-Dec-18-A
ZN3-590 | F/R/P South Core Walls - Lvl 1 Pier Head Bldg. | 5d | 5d | 30-Oct-18-A | 10-Dec-18-A
ZN3-592 | Install Temp Piles - Lvl 1 Pier Head Bldg. | 7d | 7d | 07-Nov-18-A | 10-Dec-18-A
ZN3-593 | F/R/P Columns - Lvl 1 Pier Head Bldg. | 7d | 7d | 27-Dec-18-A | 14-Jan-19
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<td>F/R Core Walls &amp; Columns - Lvl 2 Pier Head Bldg.</td>
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<td>F/R Elevated Slabs - High Roofs</td>
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<td>16-Jul-19</td>
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<tr>
<td>ZN3-189</td>
<td>Install Ladders - Passenger Elevators</td>
<td>1d 1d</td>
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<td>16-Jul-19</td>
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<td>16-Jul-19</td>
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<td>Trim Out Lobby Devices - Passenger Elevators</td>
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<td>Install Shelf Carts - Passenger Elevators</td>
<td>3d 3d</td>
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<tr>
<td>ZN3-231</td>
<td>Fire Caulking &amp; Sealants - Passenger Elevators</td>
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<td>Test With Fire Alarm System - Passenger Elevators</td>
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<td>Set Elevator SBs - Service Elevator</td>
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<td>Install Elevator Machine Room Equipment - Service Elevator</td>
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<td>Build Cab Floors - Service Elevator</td>
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**Summary:**
- **Actual Work**
- **Critical Remaining Work**
- **Remaining Work**
- **Milestone**

**Data Date:** 08-Jan-19

**Date Printed:** 23-Jan-19

**Master Schedule**

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<table>
<thead>
<tr>
<th>Activity ID</th>
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<th>Original Duration</th>
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<tr>
<td>ZN3-137</td>
<td>Exterior Framing - East Pier Head Bldg. (All Curtainwall to Align Backface of Curb)</td>
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<td>ZN3-161</td>
<td>Sheathing - East Pier Head Bldg. (All Curtainwall to Align Backface of Curb)</td>
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<td>15d</td>
<td>19-Jun-19</td>
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<td>ZN3-191</td>
<td>Waterproofing - East Pier Head Bldg. (All Curtainwall to Align Backface of Curb)</td>
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<td>Storefront Systems - East Pier Head Bldg. (All Curtainwall to Align Backface of Curb)</td>
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### North

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<td>9d</td>
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### Ceiling at Level 3

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<td>ZN3-301</td>
<td>Exterior Framing - Ceiling @ Lvl 3 Pier Head Bldg.</td>
<td>10d</td>
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<td>19-Aug-19</td>
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<td>ZN3-218</td>
<td>Waterproofing - Ceiling @ Lvl 3 Pier Head Bldg.</td>
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<td>10d</td>
<td>26-Aug-19</td>
<td>06-Sep-19</td>
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<tr>
<td>ZN3-233</td>
<td>Painting All Surfaces, Framing, Insulation, etc Within Soft (White) - Ceiling @ Lvl 3 Pier Head Bldg</td>
<td>5d</td>
<td>5d</td>
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<td>ZN3-248</td>
<td>Spray Foam Insulation - Ceiling @ Lvl 3 Pier Head Bldg.</td>
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<td>13-Sep-19</td>
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<td>ZN3-247</td>
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<td>ZN3-182</td>
<td>Exterior Framing - South Pier Head Bldg.</td>
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### West

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### Interior

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<td>ZN3-312</td>
<td>Core &amp; Shell</td>
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### Level 1 - Pier Deck

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<td>ZN3-271</td>
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<td>5d</td>
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<td>ZN3-139</td>
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<td>10d</td>
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<td>Install Electrical Panels &amp; Switchgear - Lvl 1 Pier Head Bldg.</td>
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<td>Install Grease Traps - Lvl 1 Pier Head Bldg.</td>
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<td>Install Secondary Feeders to Transformer - Pier Head Bldg.</td>
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<td>ZN3-320</td>
<td>Plumbing Fixtures - Lvl 1 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>16-Oct-19</td>
<td>22-Oct-19</td>
</tr>
<tr>
<td>ZN3-341</td>
<td>Install Partitions &amp; Accessories - Lvl 1 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>23-Oct-19</td>
<td>29-Oct-19</td>
</tr>
<tr>
<td>ZN3-337</td>
<td>Install Electrical Fixtures - Lvl 1 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>23-Oct-19</td>
<td>29-Oct-19</td>
</tr>
<tr>
<td>ZN3-345</td>
<td>MEP Trim Out - Lvl 1 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>30-Oct-19</td>
<td>05-Nov-19</td>
</tr>
<tr>
<td>ZN3-354</td>
<td>Punch / Clean - Lvl 1 Pier Head Bldg.</td>
<td>5d</td>
<td>6d</td>
<td>06-Nov-19</td>
<td>12-Nov-19</td>
</tr>
<tr>
<td>ZN3-148</td>
<td>Wall Layout - Lvl 2 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>18-Jul-19</td>
<td>22-Jul-19</td>
</tr>
<tr>
<td>ZN3-150</td>
<td>Overhead Fire Protection - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>23-Jul-19</td>
<td>29-Jul-19</td>
</tr>
<tr>
<td>ZN3-197</td>
<td>Interior Framing - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>26-Jul-19</td>
<td>01-Aug-19</td>
</tr>
<tr>
<td>ZN3-209</td>
<td>In-Wall Plumbing Rough In - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>02-Aug-19</td>
<td>08-Aug-19</td>
</tr>
<tr>
<td>ZN3-183</td>
<td>Install Ductwork - Lvl 2 Pier Head Bldg.</td>
<td>7d</td>
<td>7d</td>
<td>06-Aug-19</td>
<td>14-Aug-19</td>
</tr>
<tr>
<td>ZN3-224</td>
<td>In-Wall Electrical Rough In - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>09-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>ZN3-203</td>
<td>Overhead Electrical Rough In - Lvl 2 Pier Head Bldg.</td>
<td>7d</td>
<td>7d</td>
<td>15-Aug-19</td>
<td>23-Aug-19</td>
</tr>
<tr>
<td>ZN3-240</td>
<td>In-Wall Inspections - Lvl 2 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>16-Aug-19</td>
<td>16-Aug-19</td>
</tr>
<tr>
<td>ZN3-223</td>
<td>Overhead Inspections - Lvl 2 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>26-Aug-19</td>
<td>26-Aug-19</td>
</tr>
<tr>
<td>ZN3-225</td>
<td>Frame Hard Collings - Lvl 2 Pier Head Bldg.</td>
<td>6d</td>
<td>6d</td>
<td>27-Aug-19</td>
<td>03-Sep-19</td>
</tr>
<tr>
<td>ZN3-300</td>
<td>Hang &amp; Finish Drywall - Lvl 2 Pier Head Bldg.</td>
<td>8d</td>
<td>8d</td>
<td>16-Sep-19</td>
<td>25-Sep-19</td>
</tr>
<tr>
<td>ZN3-306</td>
<td>Prime Paint - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>26-Sep-19</td>
<td>02-Oct-19</td>
</tr>
<tr>
<td>ZN3-308</td>
<td>Flooring Prep - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>30-Sep-19</td>
<td>04-Oct-19</td>
</tr>
<tr>
<td>ZN3-311</td>
<td>Hang &amp; Finish Hard Collings - Lvl 2 Pier Head Bldg.</td>
<td>6d</td>
<td>6d</td>
<td>03-Oct-19</td>
<td>10-Oct-19</td>
</tr>
<tr>
<td>ZN3-310</td>
<td>Final Paint - Lvl 2 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>03-Oct-19</td>
<td>09-Oct-19</td>
</tr>
<tr>
<td>ZN3-317</td>
<td>Doors &amp; Hardware - Lvl 2 Pier Head Bldg.</td>
<td>2d</td>
<td>2d</td>
<td>10-Oct-19</td>
<td>11-Oct-19</td>
</tr>
<tr>
<td>ZN3-316</td>
<td>Install Electrical Fixtures - Lvl 2 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>10-Oct-19</td>
<td>15-Oct-19</td>
</tr>
<tr>
<td>ZN3-319</td>
<td>Fire Protection Trim Out - Lvl 2 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>11-Oct-19</td>
<td>17-Oct-19</td>
</tr>
<tr>
<td>ZN3-318</td>
<td>MEP Trim Out - Lvl 2 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>11-Oct-19</td>
<td>17-Oct-19</td>
</tr>
<tr>
<td>ZN3-335</td>
<td>Wall Layout - Lvl 3 Pier Head Bldg.</td>
<td>6d</td>
<td>6d</td>
<td>18-Oct-19</td>
<td>24-Oct-19</td>
</tr>
<tr>
<td>ZN3-151</td>
<td>Wall Layout - Lvl 3 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>24-Jul-19</td>
<td>24-Oct-19</td>
</tr>
<tr>
<td>ZN3-159</td>
<td>Overhead Fire Protection - Lvl 3 Pier Head Bldg.</td>
<td>10d</td>
<td>10d</td>
<td>29-Jul-19</td>
<td>09-Aug-19</td>
</tr>
<tr>
<td>ZN3-210</td>
<td>Interior Framing - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>02-Aug-19</td>
<td>08-Aug-19</td>
</tr>
<tr>
<td>ZN3-170</td>
<td>Overhead Electrical Rough In - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>05-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>ZN3-226</td>
<td>In-Wall Plumbing Rough In - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>09-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>ZN3-204</td>
<td>Install Ductwork - Lvl 3 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>15-Aug-19</td>
<td>20-Aug-19</td>
</tr>
<tr>
<td>Activity ID</td>
<td>Activity Name</td>
<td>Original Duration</td>
<td>Remaining Duration</td>
<td>Start</td>
<td>Finish</td>
</tr>
<tr>
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</tr>
<tr>
<td>ZN3-241</td>
<td>In-Wall Electrical Rough In - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>16-Aug-19</td>
<td>22-Aug-19</td>
</tr>
<tr>
<td>ZN3-219</td>
<td>Overhead Inspections - Lvl 3 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>21-Aug-19</td>
<td>21-Aug-19</td>
</tr>
<tr>
<td>ZN3-254</td>
<td>In Wall Inspections - Lvl 3 Pier Head Bldg.</td>
<td>2d</td>
<td>2d</td>
<td>23-Aug-19</td>
<td>23-Aug-19</td>
</tr>
<tr>
<td>ZN3-200</td>
<td>Overhead Electrical Rough In - Lvl 3 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>05-Sep-19</td>
<td>05-Sep-19</td>
</tr>
<tr>
<td>ZN3-347</td>
<td>Final Paint - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>15-Oct-19</td>
<td>15-Oct-19</td>
</tr>
<tr>
<td>ZN3-346</td>
<td>Final Paint - Lvl 3 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>21-Oct-19</td>
<td>21-Oct-19</td>
</tr>
<tr>
<td>ZN3-345</td>
<td>Punch / Clean - Lvl 3 Pier Head Bldg.</td>
<td>2d</td>
<td>2d</td>
<td>15-Oct-19</td>
<td>15-Oct-19</td>
</tr>
<tr>
<td>ZN3-275</td>
<td>Install Electrical Fixtures - Lvl 3 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>11-Oct-19</td>
<td>11-Oct-19</td>
</tr>
<tr>
<td>ZN3-339</td>
<td>In-Wall Plumbing Rough In - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>12-Sep-19</td>
<td>18-Sep-19</td>
</tr>
<tr>
<td>ZN3-338</td>
<td>Punch / Clean - Lvl 3 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>18-Oct-19</td>
<td>24-Oct-19</td>
</tr>
<tr>
<td></td>
<td><strong>Level 4 - Restaurant</strong></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>ZN3-160</td>
<td>Wall Layout - Lvl 4 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>02-Aug-19</td>
<td>04-Nov-19</td>
</tr>
<tr>
<td>ZN3-168</td>
<td>Overhead Fire Protection - Lvl 4 Pier Head Bldg.</td>
<td>7d</td>
<td>7d</td>
<td>07-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>ZN3-227</td>
<td>Interior Framing - Lvl 4 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>09-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>ZN3-181</td>
<td>Install Ductwork - Lvl 4 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>14-Aug-19</td>
<td>20-Aug-19</td>
</tr>
<tr>
<td>ZN3-242</td>
<td>In Wall Plumbing Rough In - Lvl 4 Pier Head Bldg.</td>
<td>8d</td>
<td>8d</td>
<td>16-Aug-19</td>
<td>27-Aug-19</td>
</tr>
<tr>
<td>ZN3-200</td>
<td>Overhead Electrical Rough In - Lvl 4 Pier Head Bldg.</td>
<td>10d</td>
<td>10d</td>
<td>23-Aug-19</td>
<td>05-Sep-19</td>
</tr>
<tr>
<td>ZN3-259</td>
<td>In Wall Electrical Rough In - Lvl 4 Pier Head Bldg.</td>
<td>8d</td>
<td>8d</td>
<td>28-Aug-19</td>
<td>06-Sep-19</td>
</tr>
<tr>
<td>ZN3-234</td>
<td>Overhead Inspections - Lvl 4 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>06-Sep-19</td>
<td>06-Sep-19</td>
</tr>
<tr>
<td>ZN3-275</td>
<td>In Wall Inspections - Lvl 4 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>09-Sep-19</td>
<td>09-Sep-19</td>
</tr>
<tr>
<td>ZN3-313</td>
<td>Hang &amp; Finish Drywall - Lvl 4 Pier Head Bldg.</td>
<td>8d</td>
<td>8d</td>
<td>25-Sep-19</td>
<td>04-Oct-19</td>
</tr>
<tr>
<td>ZN3-329</td>
<td>Prime Paint - Lvl 4 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>07-Oct-19</td>
<td>10-Oct-19</td>
</tr>
<tr>
<td>ZN3-336</td>
<td>Flooring Prep - Lvl 4 Pier Head Bldg.</td>
<td>7d</td>
<td>7d</td>
<td>05-Oct-19</td>
<td>18-Oct-19</td>
</tr>
<tr>
<td>ZN3-340</td>
<td>MEP Trim Out - Lvl 4 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>11-Oct-19</td>
<td>18-Oct-19</td>
</tr>
<tr>
<td>ZN3-339</td>
<td>Final Paint - Lvl 4 Pier Head Bldg.</td>
<td>6d</td>
<td>6d</td>
<td>11-Oct-19</td>
<td>21-Oct-19</td>
</tr>
<tr>
<td>ZN3-347</td>
<td>Doors &amp; Hardware - Lvl 4 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>22-Oct-19</td>
<td>24-Oct-19</td>
</tr>
<tr>
<td>ZN3-346</td>
<td>Install Electrical Fixtures - Lvl 4 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>28-Oct-19</td>
<td>07-Oct-19</td>
</tr>
<tr>
<td>ZN3-355</td>
<td>Punch / Clean - Level 4</td>
<td>5d</td>
<td>5d</td>
<td>29-Oct-19</td>
<td>04-Nov-19</td>
</tr>
<tr>
<td></td>
<td><strong>Level 5 - Roof Deck</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZN3-169</td>
<td>Wall Layout - Lvl 5 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>07-Aug-19</td>
<td>13-Nov-19</td>
</tr>
<tr>
<td>ZN3-173</td>
<td>Overhead Fire Protection - Lvl 5 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>12-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>ZN3-195</td>
<td>Install Ductwork - Lvl 5 Pier Head Bldg.</td>
<td>8d</td>
<td>8d</td>
<td>21-Aug-19</td>
<td>30-Aug-19</td>
</tr>
<tr>
<td>ZN3-243</td>
<td>Interior Framing - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>28-Aug-19</td>
<td>03-Sep-19</td>
</tr>
<tr>
<td>ZN3-215</td>
<td>Overhead Electrical Rough In - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>30-Aug-19</td>
<td>05-Sep-19</td>
</tr>
<tr>
<td>ZN3-255</td>
<td>In Wall Plumbing Rough In - Lvl 5 Pier Head Bldg.</td>
<td>6d</td>
<td>6d</td>
<td>04-Sep-19</td>
<td>11-Sep-19</td>
</tr>
<tr>
<td>ZN3-235</td>
<td>Overhead Inspections - Lvl 5 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>06-Sep-19</td>
<td>06-Sep-19</td>
</tr>
<tr>
<td>ZN3-287</td>
<td>In Wall Electrical Rough In - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>12-Sep-19</td>
<td>18-Sep-19</td>
</tr>
<tr>
<td>ZN3-276</td>
<td>In Wall Inspections - Lvl 5 Pier Head Bldg.</td>
<td>1d</td>
<td>1d</td>
<td>19-Sep-19</td>
<td>19-Sep-19</td>
</tr>
<tr>
<td>ZN3-330</td>
<td>Hang &amp; Finish Drywall - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>07-Oct-19</td>
<td>11-Oct-19</td>
</tr>
<tr>
<td>ZN3-343</td>
<td>Install Electrical Equipment - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>15-Oct-19</td>
<td>21-Oct-19</td>
</tr>
<tr>
<td>ZN3-342</td>
<td>Prime Paint - Lvl 5 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>15-Oct-19</td>
<td>17-Oct-19</td>
</tr>
<tr>
<td>ZN3-344</td>
<td>Final Paint - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>18-Oct-19</td>
<td>24-Oct-19</td>
</tr>
<tr>
<td>ZN3-353</td>
<td>Install Partitions &amp; Accessories - Lvl 5 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>25-Oct-19</td>
<td>28-Oct-19</td>
</tr>
<tr>
<td>Activity ID</td>
<td>Activity Name</td>
<td>Original Duration</td>
<td>Remaining Duration</td>
<td>Start</td>
<td>Finish</td>
</tr>
<tr>
<td>-------------</td>
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<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td>ZN3-351</td>
<td>Doors &amp; Hardware - Lvl 5 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>25-Oct-19</td>
<td>29-Oct-19</td>
</tr>
<tr>
<td>ZN3-350</td>
<td>Install Plumbing Fixtures - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>25-Oct-19</td>
<td>31-Oct-19</td>
</tr>
<tr>
<td>ZN3-349</td>
<td>Install Electrical Fixtures - Lvl 5 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>25-Oct-19</td>
<td>29-Oct-19</td>
</tr>
<tr>
<td>ZN3-356</td>
<td>MEP Trim Out - Lvl 5 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>01-Nov-19</td>
<td>06-Nov-19</td>
</tr>
<tr>
<td>ZN3-357</td>
<td>Punch / Clean - Lvl 5 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>07-Nov-19</td>
<td>13-Nov-19</td>
</tr>
<tr>
<td>Level 6 - Penthouse</td>
<td></td>
<td>95d</td>
<td>95d</td>
<td>05-Jun-19</td>
<td>17-Oct-19</td>
</tr>
<tr>
<td>ZN3-143</td>
<td>Install HSS Steel Posts &amp; Beam - Lvl 6 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>05-Jun-19</td>
<td>11-Jun-19</td>
</tr>
<tr>
<td>ZN3-140</td>
<td>Roof Hatches - Lvl 6 Pier Head Bldg.</td>
<td>2d</td>
<td>2d</td>
<td>05-Jun-19</td>
<td>06-Jun-19</td>
</tr>
<tr>
<td>ZN3-257</td>
<td>Install Membrane Roofing - Lvl 6 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>07-Aug-19</td>
<td>13-Aug-19</td>
</tr>
<tr>
<td>ZN3-174</td>
<td>Wall Layout - Lvl 6 Pier Head Bldg.</td>
<td>3d</td>
<td>3d</td>
<td>12-Aug-19</td>
<td>14-Aug-19</td>
</tr>
<tr>
<td>ZN3-268</td>
<td>Install Mechanical Equipment - Lvl 6 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>14-Aug-19</td>
<td>20-Aug-19</td>
</tr>
<tr>
<td>ZN3-184</td>
<td>Fire Protection - Lvl 6 Pier Head Bldg.</td>
<td>4d</td>
<td>4d</td>
<td>15-Aug-19</td>
<td>20-Aug-19</td>
</tr>
<tr>
<td>ZN3-277</td>
<td>Install Ductwork - Lvl 6 Pier Head Bldg.</td>
<td>2d</td>
<td>2d</td>
<td>22-Aug-19</td>
<td>23-Aug-19</td>
</tr>
<tr>
<td>ZN3-281</td>
<td>Interior Framing - Lvl 6 Pier Head Bldg.</td>
<td>5d</td>
<td>5d</td>
<td>26-Aug-19</td>
<td>30-Aug-19</td>
</tr>
<tr>
<td>ZN3-288</td>
<td>Electrical Rough In - Lvl 6 Pier Head Bldg.</td>
<td>3d</td>
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<td>ZN3-289</td>
<td>MEP Trim Out - Lvl 6 Pier Head Bldg.</td>
<td>1d</td>
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<td>ZN3-290</td>
<td>Punch / Clean - Lvl 6 Pier Head Bldg.</td>
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<td>ZN3-325</td>
<td>HVAC Startup - Lvl 6 Pier Head Bldg.</td>
<td>3d</td>
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<td>Lawn Bowl</td>
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<td>ZN3-100</td>
<td>F/R/P Structural Wall at North Side - Lawn Bowl</td>
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<td>ZN3-107</td>
<td>F/R/P Pierhead Building West Wall - Lawn Bowl</td>
<td>10d</td>
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<td>F/R/P Curb Along South Perimeter - Lawn Bowl</td>
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<td>F/R/P Bench Wall at West Perimeter - Lawn Bowl</td>
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<td>ZN3-115</td>
<td>Waterproofing at Pierhead Building West Wall - Lawn Bowl</td>
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<td>ZN3-118</td>
<td>SV Store At Deck Drains - Lawn Bowl</td>
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<td>ZN3-119</td>
<td>Bold &amp; Gold Drainage Soft Media - Lawn Bowl</td>
<td>5d</td>
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<td>ZN3-123</td>
<td>Plant Trees &amp; Proper Lift Elevations - Lawn Bowl</td>
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<td>ZN3-125</td>
<td>Irrigation Rough In - Lawn Bowl</td>
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<td>ZN3-251</td>
<td>Branch Electric Rough In - Lawn Bowl</td>
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<td>ZN3-250</td>
<td>Install Gothaform Layers (8 Lifts) - Lawn Bowl</td>
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<td>ZN3-269</td>
<td>Fill / Top of Pavers / Paving - Lawn Bowl</td>
<td>4d</td>
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<td>Platypus Tree Anchors - Lawn Bowl</td>
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<td>ZN3-280</td>
<td>Landscape Finishes - Lawn Bowl</td>
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<td>Trimout Irrigation - Lawn Bowl</td>
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<td>Trimout Electrical Fixtures &amp; Devices - Lawn Bowl</td>
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<td>Pour Topping Slab Concrete - Phase 2 / After Crane Removal (Zone 3)</td>
<td>3d</td>
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<td>Fish Dock Stairs</td>
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<td>Lift Station Structural Steel Below Deck - Lift Station #1</td>
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<td>Concrete Manhole Structure - Lift Station #1</td>
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<td>Pre-Manufactured Fiberglass Lift Station Well - Lift Station #1</td>
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<td>09-Oct-19</td>
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<td>ZN1-301</td>
<td>Pour Curbs - Zone 1 NW</td>
<td>18-Apr-19</td>
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<td>Remove Temporary Handrails - Zone 1 NW</td>
<td>29-Apr-19</td>
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<td>ZN1-303</td>
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<td>ZN2-300</td>
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<td>18-Apr-19</td>
<td>03-Jun-19</td>
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<td>Pour Curbs - Zone 2 N-Middle</td>
<td>02-May-19</td>
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<td>ZN3-303</td>
<td>Pour Topping Slab - Zone 2 N-Middle</td>
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<td>07-Jun-19</td>
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<td>ZN1-117</td>
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**Notes:**
- **Critical Remaining Work**
- **Milestone**

**Date Printed:** 23-Jan-19
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<th>Activity ID</th>
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<tr>
<td>SK2782</td>
<td>RFI #105 Unforeseen Existing Seawall Removal</td>
<td>1d</td>
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<td>SK2790</td>
<td>Dolphin Lot Duke Energy Storm Installation Impact</td>
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<td>SK2820</td>
<td>RFI #89 (3rd Round) Triple Barrel Storm Pneumatics</td>
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<td>SK2837</td>
<td>RFI #109 Water Line &amp; Trench Drain Conflict</td>
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<td>SK2777</td>
<td>Overlook Re Design (Bulletin 1) - Permitting (Not Required Per Building Department)</td>
<td>30d</td>
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<td>SK2741</td>
<td>Family Park Re Design (Bulletin 2 - Janet Eichman Design Changes)</td>
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<td>SK2893</td>
<td>Unforeseen Wall Underground at SS-06</td>
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<td>16-Oct-18 A</td>
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<td>SK3002</td>
<td>Unforeseen SS Conditions at Pier South Walk Area (City To Provide NTP)</td>
<td>20d</td>
<td>13d</td>
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<td>25-Jan-19</td>
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<td>Family Park Re Design - Pricing</td>
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<td>3d</td>
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<td>SK3504</td>
<td>Shade Structures Foundations Redeign</td>
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**Pelican Sea Wall**

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<tr>
<td>SK1939</td>
<td>Relocate &amp; Stage Cut off Piles</td>
<td>20d</td>
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<td>31-Jul-18 A</td>
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<tr>
<td>SK1930</td>
<td>Install Cut off Piles as Rip Rap</td>
<td>25d</td>
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<tr>
<td>SK1927</td>
<td>Grade Sea Bed</td>
<td>15d</td>
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<td>SK1926</td>
<td>Demo Existing Concrete Cap</td>
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<td>SK1928</td>
<td>Install Turidity Barrier</td>
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<tr>
<td>SK2246</td>
<td>Cofferdam / Demo / Storm Outlets / F/R/P</td>
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<td>Drill &amp; Tap Existing Seawall Rebar for Cathodic Protection (20 Locations)</td>
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<td>SK1929</td>
<td>F/R/P New Seawall Concrete</td>
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<tr>
<td>SK1932</td>
<td>Rough-In Conduit / Junction Boxes For Cathodic Protection (20 Locations)</td>
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<td>SK1936</td>
<td>Strip Cap Formwork</td>
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<td>SK1935</td>
<td>Inject Grout 8&quot; From Grout</td>
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<td>SK1937</td>
<td>Layout For Grout Injection Locations</td>
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**New Dolphin Lot at Museum of History**

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<td>Temporary Fencing - Dolphin Lot</td>
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<td>Site Clearing - Dolphin Lot</td>
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<td>SK1859</td>
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<td>Tree Protection - Dolphin Lot</td>
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<td>SK1862</td>
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**Market Promenade**

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**New Pelican Lot**

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**Actual Work**

- Critical Remaining Work
- Remaining Work
- Milestone
- Summary

Page 27 of 32
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<td>Install CMU - Pelican Lot</td>
<td>5d</td>
<td>5d</td>
<td>29-May-19</td>
<td>04-Jun-19</td>
</tr>
<tr>
<td>SK2946</td>
<td>Install Grease Traps - Pelican Lot</td>
<td>1d</td>
<td>1d</td>
<td>05-Jun-19</td>
<td>06-Jun-19</td>
</tr>
<tr>
<td>SK1673</td>
<td>Grade Surrounding Area - Pelican Lot</td>
<td>2d</td>
<td>2d</td>
<td>06-Jun-19</td>
<td>06-Jun-19</td>
</tr>
<tr>
<td>SK2949</td>
<td>Install Potable Water Line - Pelican Lot</td>
<td>1d</td>
<td>1d</td>
<td>06-Jun-19</td>
<td>06-Jun-19</td>
</tr>
<tr>
<td>SK1671</td>
<td>Install 15&quot; Light Pole Foundations - Pelican Lot</td>
<td>2d</td>
<td>2d</td>
<td>07-Jun-19</td>
<td>10-Jun-19</td>
</tr>
<tr>
<td>SK1670</td>
<td>Install Services #5 Electric On Masonary Wall - Pelican Lot</td>
<td>2d</td>
<td>2d</td>
<td>11-Jun-19</td>
<td>12-Jun-19</td>
</tr>
<tr>
<td>SK1668</td>
<td>F/R/P SDS @ Trash Compactor - Pelican Lot</td>
<td>3d</td>
<td>3d</td>
<td>18-Jun-19</td>
<td>20-Jun-19</td>
</tr>
<tr>
<td>SK1675</td>
<td>Install Sidewalk North &amp; South - Pelican Lot</td>
<td>5d</td>
<td>5d</td>
<td>21-Jun-19</td>
<td>27-Jun-19</td>
</tr>
</tbody>
</table>
**Activity ID** | **Activity Name** | **Original Duration** | **Remaining Duration** | **Start** | **Finish**
--- | --- | --- | --- | --- | ---
SK1989 | Install Regulatory Signs - Marina Drive | 1d | 1d | 16-Aug-19 | 16-Aug-19
SK1991 | Install Furnitures - Marina Drive | 1d | 1d | 19-Aug-19 | 19-Aug-19
SK1901 | Area Complete - Marina Drive | 0d | 0d |

**North Basin Seawall**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2194 | Preliminary Design Package | 177d | 0d | 09-Jul-18 | 15-Oct-18 |
SK2684 | Skanska CD Estimate - Land Side Work | 200d | 0d | 01-Aug-18 | 30-Aug-18 |
SK2683 | 100% CD Permitting - Land Side Work | 350d | 0d | 01-Aug-18 | 12-Sep-18 |
SK2129 | Skanska CD Estimate - Wet Side Work | 400d | 0d | 01-Aug-18 | 30-Aug-18 |
SK2127 | 100% CD | 200d | 0d | 01-Aug-18 | 28-Aug-18 |
SK2128 | 100% CD Permitting / Army Corp - Wet Side Work | 115d | 0d | 29-Aug-18 | 21-Sep-18 |
SK2685 | City Council Approval - Land Side Work (Sep 20th) | 140d | 0d | 31-Aug-18 | 04-Oct-18 |
SK2130 | City Council Approval - Wet Side Work | 200d | 0d | 31-Aug-18 | 04-Oct-18 |
SK2945 | SWFMD Permit | 115d | 0d | 03-Oct-18 | 15-Oct-18 |
SK2666 | Notice To Proceed - Land Side Work | 1d | 0d | 05-Oct-18 | 05-Oct-18 |
SK2131 | Notice To Proceed - Land Side Work | 5d | 0d | 05-Oct-18 | 05-Oct-18 |

**Pre-Construction**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2657 | Award Contracts | 74d | 0d | 08-Oct-18 | 19-Dec-18 |
SK2688 | Prepare Submittals (Helical Anchors) | 10d | 0d | 15-Oct-18 | 07-Dec-18 |
SK2689 | Review & Approve Submittals by Architect | 10d | 0d | 07-Dec-18 | 11-Dec-18 |
SK2690 | FAB & Delivery | 20d | 0d | 12-Dec-18 | 18-Dec-18 |

**Land Side (Pre-Cast Deadmen & Tiebacks)**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2691 | Award Contracts | 106d | 0d | 08-Oct-18 | 08-Jan-19 |
SK2692 | Prepare Submittals | 10d | 0d | 01-Nov-18 | 14-Nov-18 |
SK2693 | Review & Approve Submittals by Architect | 15d | 0d | 15-Nov-18 | 26-Nov-18 |
SK2694 | FAB & Delivery | 27d | 0d | 27-Nov-18 | 08-Jan-19 |

**Procurement**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2695 | Award Contracts | 105d | 0d | 08-Oct-18 | 21-Nov-18 |
SK2696 | Prepare Submittals (Helical Anchors) | 100d | 0d | 15-Oct-18 | 07-Dec-18 |
SK2697 | Review & Approve Submittals by Architect | 100d | 0d | 07-Dec-18 | 11-Dec-18 |
SK2698 | FAB & Delivery | 200d | 0d | 12-Dec-18 | 18-Dec-18 |

**Wet Side (Pre-Cast Deadmen & Tiebacks)**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2699 | Core Drill Existing Seawall For Tieback | 150d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2700 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2701 | Core Drill Existing Seawall For Tieback | 150d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2702 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2703 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2704 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 19-Jan-19 |

**Construction**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2697 | Install Helical Anchors | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2698 | Trench In Dewatering Sock | 2d | 0d | 09-Jan-19 | 10-Jan-19 |
SK2699 | Initiate & Run Dewatering Pump | 5d | 0d | 11-Jan-19 | 17-Jan-19 |
SK2700 | Core Drill Existing Seawall For Tieback | 150d | 0d | 30-Jan-19 | 20-Feb-19 |
SK2701 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 21-Feb-19 | 13-Mar-19 |
SK2702 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 21-Feb-19 | 13-Mar-19 |
SK2703 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 21-Feb-19 | 13-Mar-19 |
SK2704 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 21-Feb-19 | 13-Mar-19 |

**Wet Side**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK2695 | Sheet Pile | 150d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2696 | Trench In Dewatering Sock | 2d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2697 | Initiate & Run Dewatering Pump | 5d | 0d | 02-Jan-19 | 19-Jan-19 |
SK2698 | Core Drill Existing Seawall For Tieback | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2699 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2700 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2701 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2702 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2703 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 29-Jan-19 |
SK2704 | Core Drill Existing Seawall For PVC Wall Points | 150d | 0d | 02-Jan-19 | 29-Jan-19 |

**Project Closeout**

| Activity ID | Activity Name | Original Duration | Remaining Duration | Start | Finish |
--- | --- | --- | --- | --- | ---
SK1951 | Sheet Pile | 20d | 0d | 20-Apr-19 | 17-May-19 |
SK1952 | Demo Existing Seawall Caps | 25d | 0d | 06-May-19 | 10-Jun-19 |
SK1946 | F/RP Seawall Cap Fascia | 80d | 0d | 20-May-19 | 10-Sep-19 |
SK1947 | Extend Tie Back Rod Into the New Sheet Pile Wall | 5d | 0d | 11-Jun-19 | 17-Jun-19 |
SK1953 | 57 Stone Fill | 5d | 0d | 18-Jun-19 | 24-Jun-19 |

**Master Schedule**

- **Summary**: Actual Work, Critical Remaining Work, Remaining Work, Milestone
### Master Schedule

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>New Pier</td>
<td>79d</td>
<td>79d</td>
<td>14-Nov-19</td>
<td>12-Mar-20</td>
</tr>
<tr>
<td></td>
<td>Pier Approach</td>
<td>60d</td>
<td>60d</td>
<td>21-Oct-19</td>
<td>17-Jan-20</td>
</tr>
</tbody>
</table>

**Data Date:** 08-Jan-19  
**Date Printed:** 23-Jan-19
Appendix - A

- Education Center 100% CD Drawings
- Electrical Price Reduction Backup
January 16, 2019

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

Re: New St. Petersburg Pier
    Pier GMP Addendum # 2 – Additional Owner’s Contingency Allowance

Dear Mr. Prayman:

We are pleased to provide you with this proposal to increase the Owner’s Contingency Allowance for the New St. Petersburg Pier.

- Additional Owners Contingency Allowance  $ 400,000.00

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

Sincerely,

SKANSKA USA BUILDING INC.

[Signature]

Kenneth E. Duty
Project Executive

Cc: Chuck Jablcn – Account Manager
    Johnathan Meese – Preconstruction Director
<table>
<thead>
<tr>
<th>Description</th>
<th>Pier GMP Addendum No. 2 Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Cost</strong></td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td>BUILDING PERMIT</td>
<td>NIC</td>
</tr>
<tr>
<td>CONSTRUCTION CONTINGENCY</td>
<td>N/A</td>
</tr>
<tr>
<td>SUBGUARD</td>
<td>N/A</td>
</tr>
<tr>
<td>CCIP % OF</td>
<td>N/A</td>
</tr>
<tr>
<td>Sub Total</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>GENERAL CONDITIONS</strong></td>
<td></td>
</tr>
<tr>
<td>General Conditions (Lump Sum)</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>CM FEES</strong></td>
<td></td>
</tr>
<tr>
<td>Construction Management Fees</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>INSURANCES &amp; BOND</strong></td>
<td></td>
</tr>
<tr>
<td>Builders risk insurance</td>
<td>N/A</td>
</tr>
<tr>
<td>Performance &amp; Payment Bond</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td><strong>ADDITIONAL OWNER’S CONTINGENCY ALLOWANCE</strong> (Soft Costs Contained Within Allowance)</td>
<td><strong>400,000</strong> <strong>(</strong>)</td>
</tr>
<tr>
<td><strong>CONTRACT TOTALS</strong></td>
<td><strong>400,000</strong></td>
</tr>
</tbody>
</table>

** - As Owner Contingency is approved, authorized for use, soft cost distributions for insurances / fee will be applied and taken out of the contingency allowance.
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A Resolution approving the First Amendment to the Artist Agreement between the City of St. Petersburg, Florida (“City”) and Janet Echelman, Inc. (“JEI”) to extend the deadlines for JEI to commence and complete fabrication and delivery of the artwork and to modify the payment schedule; authorizing the Mayor or his designee to execute the First Amendment; approving a transfer in the amount of $275,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); approving a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Arts in Public Places Fund (1901), to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for fees and costs to order materials necessary for fabrication; and providing an effective date.

EXPLANATION: On August 2, 2018, City Council approved an Artist Agreement between the City and JEI for design development, fabrication, delivery, aesthetic direction for installation and warranty of a net sculpture (“Sculpture”) to be installed within an area centrally located on the Pier approach (not located in Spa Beach Park). Design development was completed in mid-December. The Artist Agreement provided that on or before November 15, 2018, the City would provide JEI a notice to proceed with full fabrication in the amount of $600,000. Due to the substantial time and effort to advance the design and provide sufficient time for the City’s Construction Manager (Skanska) to develop initial cost estimates for the cost of the city’s supporting infrastructure, both the City and JEI agreed to a partial authorization to proceed with fabrication for the purpose of ordering the net material only.

The Artist Agreement includes the following phases and associated lump sum fees and costs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Signing of Agreement</td>
<td>$75,000 (authorized)</td>
</tr>
<tr>
<td>On Submission of Design Development</td>
<td>$75,000 (authorized)</td>
</tr>
<tr>
<td>On Approval of Final Design Development</td>
<td>$75,000 (authorized)</td>
</tr>
<tr>
<td>Subtotal initial authorization</td>
<td>$225,000</td>
</tr>
<tr>
<td>On partial commencement of fabrication</td>
<td>$300,000 (requested)</td>
</tr>
<tr>
<td>On full commencement of fabrication</td>
<td>$300,000</td>
</tr>
<tr>
<td>On completion of 50% fabrication</td>
<td>$600,000</td>
</tr>
<tr>
<td>On completion of installation of Sculpture</td>
<td>$43,975</td>
</tr>
<tr>
<td>Subtotal final authorization</td>
<td>$943,975</td>
</tr>
<tr>
<td>Total Not to Exceed Fee</td>
<td>$1,468,975</td>
</tr>
</tbody>
</table>

This First Amendment reduces the amount due upon commencement of fabrication to a partial authorization in the amount of $300,000 to cover the ordering of the net fabric. On or before March 21, 2019, Administration will ask City council to (i) approve a supplemental appropriation for the balance of the funding received from private persons and entities in the amount of $973,975 and (ii) authorize payment to
JEI in the amount of $943,975 for the balance of the fabrication and aesthetic direction for installation of the Sculpture.

RECOMMENDATION: Administration recommends City Council approve the attached resolution: Approving a First Amendment to the Artist Agreement between the City of St. Petersburg, Florida ("City") and Janet Echelman, Inc. ("JEI") to extend the deadlines for JEI to commence and complete fabrication and delivery of the artwork and to modify the payment schedule; authorizing the Mayor or his designee to execute the First Amendment; approving a transfer in the amount of $275,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); approving a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Arts in Public Places Fund (1901), to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for fees and costs to order materials necessary for fabrication; and providing an effective date.

COST/FUNDING INFORMATION: The Public Arts Commission approved funding in the amount of $250,000 from the Arts in Public Places Fund for the fees and costs to be paid to JEI pursuant to the Artist Agreement; $225,000 was previously appropriated with the approval of the Artist Agreement on August 2, 2018, the other $25,000 will be appropriated with this First Amendment. Funding will be available after transfer of $275,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork to the Arts in Public Places Fund (1901); approval of a supplemental appropriation in the amount of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer to the Mayor’s Office Department, Office of Cultural Affairs (020-1777) and approval of a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Department, Office of Cultural Affairs (020-1777).

ATTACHMENTS: Resolution
First Amendment

APPROVALS: Resolution
Administrative
Budget
RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARTIST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND JANET ECHELMAN, INC. ("JEI") TO EXTEND THE DEADLINES FOR JEI TO COMMENCE AND COMPLETE FABRICATION AND DELIVERY OF THE ARTWORK AND TO MODIFY THE PAYMENT SCHEDULE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $275,000 FROM THE UNAPPROPRIATED BALANCE OF THE PIER ECHLEMAN SCULPTURE DONATION FUND (1889) RESULTING FROM DONATIONS FROM PRIVATE PERSONS AND ENTITIES TO FUND THE ARTWORK TO THE ARTS IN PUBLIC PLACES FUND (1901); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $275,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901) RESULTING FROM THE ABOVE TRANSFER TO THE MAYOR'S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $25,000 FROM THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901) TO THE MAYOR'S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); AUTHORIZING PAYMENT TO JEI IN AN AMOUNT NOT TO EXCEED $300,000 FOR FEES AND COSTS TO ORDER MATERIALS NECESSARY FOR FABRICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 2, 2018, City Council approved an artist agreement between the City and Janet Echelman, Inc. ("JEI") for design development, fabrication, delivery, aesthetic direction for installation, and
warranty of a net sculpture ("Sculpture") to be installed on the St. Pete Pier™ in an amount not to exceed $1,468,975; and

WHEREAS, pursuant to City Council action, Administration authorized payment in the amount of $225,000 to JEI under the artist agreement for fees and costs for design development; and

WHEREAS, to ensure the necessary colors and mixes are available for fabrication, a payment of $300,000 is necessary for materials to be ordered prior to the City’s issuance of a notice to proceed with fabrication; and

WHEREAS, the City has received $275,000 in donations into the Pier Echleman Sculpture Donation Fund from private persons and entities; and

WHEREAS, funding for the $300,000 payment to JEI for materials will be available after (i) a transfer in the amount of $275,000 from the unappropriated balance of the Pier Echleman Sculpture Donation Fund resulting from donations received from private persons and entities to the Arts in Public Places Fund; (ii) a supplemental appropriation of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund resulting from the above transfer to the Mayor’s Office Department, Office of Cultural Affairs; and (iii) a supplemental appropriation of $25,000 from the unappropriated balance of the Arts in Public Places Fund to the Mayor's Office Department, Office of Cultural Affairs; and

WHEREAS, Administration will not authorize JEI to commence with fabrication of the Sculpture and other remaining services set forth in the artist agreement until City Council approves a supplemental appropriation in the amount $943,975 from additional funding received from private persons and entities for the artwork; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first amendment to the artist agreement between the City of St. Petersburg, Florida ("City") and Janet Echelman, Inc. ("JEI") to extend the deadlines for JEI to commence and complete fabrication and delivery of the artwork and to modify the payment schedule is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment.
BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY 2019:

Pier Echleman Sculpture Donation Fund (1889)  
Arts in Public Places Fund (1901) $275,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer, the following supplemental appropriation for FY 2019:

Arts in Public Places Fund (1901)  
Mayor’s Office Department,  
Office of Cultural Affairs Division (020-1777) $275,000

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 FY 2019:

Arts in Public Places Fund (1901)  
Mayor’s Office Department,  
Office of Cultural Affairs Division (020-1777) $25,000

BE IT FURTHER RESOLVED that payment to JEl in an amount not to exceed $300,000 for fees and costs to order materials necessary for fabrication is hereby authorized.

This Resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Administration

City Attorney (Designee)

Budget
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this ______ day of ____________, 2019, by and between Janet Echelman, Inc. ("JEI") and the City of St. Petersburg, Florida ("Client") (collectively, "Parties").

WHEREAS, the Parties entered into an agreement in August 2018 ("Agreement"), for JEI to develop a design, fabricate, deliver, provide aesthetic direction for installation, and warrant a net sculpture and related artist services for the Project (as defined in the Agreement) to be installed at the St. Pete Pier™; and

WHEREAS, the Parties desire to amend the Agreement to modify the deadlines for JEI to provide services and deliverables and to modify the payment schedule.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Client and JEI hereby agree as follows:

1. The chart of schedule and deadlines set forth in Appendix A of the Agreement is deleted and replaced with the following chart:

<table>
<thead>
<tr>
<th>Deliverable or Service</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. JEI submit Preliminary Design documents to Client</td>
<td>30 days from Notice To Proceed with Design Development</td>
</tr>
<tr>
<td>B. JEI submit Final Location &amp; Site Coordinates to Client</td>
<td>45 days from Notice To Proceed with Design Development</td>
</tr>
<tr>
<td>C. JEI submit Final Design Development documents to Client</td>
<td>90 Days from Notice To Proceed with Design Development</td>
</tr>
<tr>
<td>D. JEI place order for at least $300,000 worth of materials needed for the Project</td>
<td>On or before February 8, 2019</td>
</tr>
<tr>
<td>E. JEI commence fabrication</td>
<td>On or before March 21, 2019, provided Client has given JEI a Notice to Proceed with Fabrication</td>
</tr>
<tr>
<td>F. JEI complete Fabrication and Delivery</td>
<td>On or before November 1, 2019</td>
</tr>
</tbody>
</table>
2. The payment schedule chart set forth in Appendix B of the Agreement is deleted and replaced with the following chart:

<table>
<thead>
<tr>
<th>Event</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>On signing of Agreement</td>
<td>US $ 75,000</td>
</tr>
<tr>
<td>On submission of Design Development</td>
<td>US $ 75,000</td>
</tr>
<tr>
<td>On approval of Design Development and commencement of Support to Engineer for CDs</td>
<td>US $ 75,000</td>
</tr>
<tr>
<td>Prior to Client giving JEI a Notice to Proceed with Fabrication (this amount is intended to cover a portion of the materials necessary for the Project)</td>
<td>US $ 300,000</td>
</tr>
<tr>
<td>On commencement of Fabrication</td>
<td>US $ 300,000</td>
</tr>
<tr>
<td>On completion of 50% Fabrication</td>
<td>US $ 600,000</td>
</tr>
<tr>
<td>On delivery of Sculpture</td>
<td>US $ 43,000</td>
</tr>
<tr>
<td>On Written Confirmation that Installation of Sculpture meets JEI’s aesthetic intent</td>
<td>US $ 975</td>
</tr>
<tr>
<td><strong>Total Fee</strong></td>
<td><strong>US $1,468,975</strong></td>
</tr>
</tbody>
</table>

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, JEI and the Client have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

JANET ECHELMAN, INC.

By: _______________________________
   (Signature)

_____________________________________________________
   (Please Print or Type Name)

_____________________________________________________
   (Title)

WITNESSES

By: _______________________________
   Print: __________________________

By: _______________________________
   Print: __________________________

CITY OF ST. PETERSBURG, FLORIDA

By: _______________________________
   (Signature)

_____________________________________________________
   (Please Print or Type Name)

_____________________________________________________
   (Title)

Approved as to Form and Content:

By: _______________________________
   City Attorney (Designee)
   00424604

ATTEST:

Chan Srinivasa, City Clerk

(SEAL)
City Council Requested Action

➢ Acceptance of Addendum No. 1 to the Pier GMP for the construction of the Tampa Bay Watch tenant improvements in the amount of $711,371,

➢ Acceptance of Addendum No. 2 to the Pier GMP in the amount of $400,000 to increase the owner’s contingency,

➢ Authorize execution of the Fifth Amendment to the Pier CMAR Agreement with Skanska to include the following:
  ➢ Incorporate the Addendum No’s 1 and 2
  ➢ Incorporate a revised project schedule for the Pier which reflects a substantial completion date of December 20, 2019

➢ Approve a supplemental appropriation in the amount of $561,731 from the General Capital Improvement Fund resulting from revenue from Tampa Bay Watch,

➢ Approve a supplemental appropriation in the amount of $400,000 from the amount authorized for “Pier District Enhancements” to provide for the increase in owner’s contingency,

➢ Authorize the First Amendment to the Janet Echelman Artist Agreement to extend the dates for authorization of fabrication of the net fabric and delivery of the artwork.
Tampa Bay Watch Discovery Center – Tenant Improvements

➢ Tampa Bay Watch Tenant Improvements in the amount of $711,371:
  ➢ TBW to provide funding in the amount of $561,731 as a reimbursement to City
  ➢ City Tenant Improvement contribution of $150,000

➢ Discovery Center core & shell improvements
  ➢ Construction currently in progress
  ➢ Substantial Completion scheduled for September 17, 2019

➢ Tenant Build-Out
  ➢ Tenant work coordination continuing, obtain permit, contractor award bid packages, review shop drawings
  ➢ Commence Tenant work June 4, 2019
  ➢ Substantial Completion of Tenant Improvements scheduled for November 15, 2019
### New St. Pete Pier™ Enhancements Approved to Date

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<td><strong>$300,000</strong></td>
<td><strong>$950,000</strong></td>
<td><strong>$3,654,699</strong></td>
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Less amount this request:  **$ (400,000)**

Revised Amount Available:  **$ 3,254,699**
Revised Pier - Total Project Funding

Original Pier Funding:
- TIF Appropriations Prior to Bond Funding $10,000,000
- Bond Proceeds $40,000,000

Enhancement Funds:
- Approved Transfer from District Enhancement $3,642,000
- Requested Additional Owner Contingency $400,000 (Addendum No. 2)
- Subtotal Pier Project Funding $54,042,000

Other City Funds:
- Approved Transfer for Seawalls (Penny) $700,000
- Janet Echelman Feasibility Study (PAC) $37,500
- American Academy of Dermatology Donation $250,000
- Subtotal Other City Funding $987,500

- Total Pier Project Funding $55,029,500

Non-City Funds:
- TBW Discovery Center Reimbursable $561,731 (Addendum No. 1)
- Adjusted Total Project Funding (all sources) $55,591,231
## Pier Approach Budget

### Cost/Encumbrances to Date

- **Project Cost 2016 – 2018**: $433,845
- **W- Architecture A/E Design Fees**: $2,801,246
- **Design Reimbursement from Doc Ford**: ($127,363)
- **Skanska Pre-Construction Service**: $356,500
- **Children’s Playground**: $700,000

### Project Administration /Other

- **City PM/Inspection/Permitting/Testing**: $200,000
- **Site FF&E**: $200,000
- **Private Utilities & Public Infrastructure**: $130,000
- **Design & Consulting Services**: $150,000
- **Children’s Playground Installation**: $300,000

### Construction of Pier Approach (Final GMP)

- **Addendum No. 1 Doc Ford Piles**: $185,239
- **Addendum No. 2 Doc Ford Pile Install**: $581,611
- **Addendum No. 3 Doc Ford’s Structure**: $1,085,737
- **Addendum No. 4 North Basin Seawall**: $2,964,769
- **Addendum No. 5 Full Doc Ford Core & Shell**: $1,835,532

### GMP Addendums to Date

- **Art Contribution**: $140,000
- **Project Contingency**: $229,556

**Pier Approach Project Total (all sources)**: $27,197,282

*Includes $453,911 from Water Resources for new potable water and sewer lines.*
Questions
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to Caladesi Construction Company for the replacement of an above-ground generator fuel oil tank at the Northeast Water Reclamation Facility, at a contract amount of $181,417.48.

Explanation: Caladesi Construction Company was one of four job order contractors approved by City Council on June 15, 2017, to perform Job Order Contracting (JOCs) services for the City. These services include wastewater and water treatment plant maintenance, repair, minor construction, and utilities. Caladesi Construction Company has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and infrastructure.

The job order contractor will purchase a new tank and the associated piping that supplies fuel to the #5 Distribution MCC generator. The contractor will pour a new slab, install the tank and erect secondary containment for the fuel piping.

Job order contracting allows the City to issue a job order to the job order contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The price does not include overhead and profit. Overhead and profit are included in the contractors' competitively bid adjustment factor.

The cost of the services to be provided by Caladesi Construction Company, general conditions, mobilization, excavation and transportation are included in the attached contractor price proposal.

The existing generator fuel tank is housed in a building that is not waterproof and ground water accumulates within the secondary containment area. Despite efforts to restrict the intrusion, water remains present.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends:

Caladesi Construction Company ................................................................. $181,417.48

The job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE Generator Tank Replacement FY19 Project (16976).

Attachments: Price Proposal Summaries
Price Proposal Details (6 pages)
Resolution

Approvals:

[Signatures]

Administrative

Budget
Contractor Price Proposal Summaries - CSI

Date: 10/23/2018
Work Order #: NEWRF-CA-0004.00
Title: NEWRF Fuel Tank Replacement/Relocation
Contractor: St. Petersburg - Caladesi Construction Company
Job Order Value: $181,417.48

Proposal Name: NEWRF Fuel Tank Replacement/Relocation
Proposal Value: $181,417.48

To: Project Manager
From: Contractor Project Manager

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Grand Total: $181,417.48

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 70.91
### Contractor Price Proposal Details - CSI

**Date:**
10/23/2018

**Work Order #:**
NEWRF-CA-0004.00

**Title:**
NEWRF Fuel Tank Replacement/Relocation

**Contractor:**
St. Petersburg - Caladesi Construction Company

**Job Order Value:**
$181,417.48

**Proposal Name:**
NEWRF Fuel Tank Replacement/Relocation

**Proposal Value:**
$181,417.48

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Contractor Price Proposal Details - CSI

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## 01 - General Requirements

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<td>Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with &gt;40' boom lengths, etc.</td>
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<td>01 74 19 00-0012</td>
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<td>20 CY Dumpster (4 Ton) &quot;Construction Debris&quot;Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.</td>
<td>$778.02</td>
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<td>01 74 19 00-0015</td>
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<td>Rampless Concrete Washout BinIncludes delivery.</td>
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<td>Excavated Dirt Landfill Dump Fee</td>
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<td>Hauling On Paved Roads, Miles Over Initial 15 Miles</td>
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**Subtotal for 01 - General Requirements:** $31,408.27

## 02 - Existing Conditions

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**Subtotal for 02 - Existing Conditions:** $195.94

## 03 - Concrete

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**Subtotal for 03 - Concrete:** $431.29

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Contractor Price Proposal Details -CSI

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10 - Specialties

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Contractor Price Proposal Details - CSI

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Contractor Price Proposal Details - CSI

This report was not generated or reviewed by your Account Manager of The Gordian Group
This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 70.91
RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. NEWRF-CA-0004 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CALADESI CONSTRUCTION COMPANY ("CONTRACTOR") DATED MAY 4, 2018 FOR CONTRACTOR TO REPLACE AN ABOVE-GROUND GENERATOR FUEL OIL TANK AT THE NORTHEAST WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED $181,417.48; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Caladesi Construction Company ("Contractor") entered into an agreement on May 4, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. NEWRF-CA-0004 to Contractor to replace an above-ground generator fuel oil tank at the Northeast Water Reclamation Facility in an amount not to exceed $181,417.48.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. NEWRF-CA-0004 to the Agreement between the City of St. Petersburg, Florida and Caladesi Construction Company ("Contractor") dated May 4, 2018 for Contractor to replace an above-ground generator fuel oil tank at the Northeast Water Reclamation Facility in an amount not to exceed $181,417.48.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
SAINT PETERSBURG CITY COUNCIL

Sewer Report

Meeting of February 7, 2019

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

SUBJECT: Authorizing the Mayor or his designee to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District for the St. Petersburg Satellite Based Potable Water Leak Detection Project for a total cost of $120,000.

EXPLANATION: The Water Resources Department and the Southwest Florida Water Management District (SWFWMD) are proposing to enter into a FY2019 Cooperative Funding Agreement for a Satellite Based Potable Water Leak Detection Project (“Project”). The Project, the first of its kind in the 16-county SWFWMD, is a pilot study to evaluate a satellite-based technology to identify and locate sources of water loss on a city wide scale, including the approximate 30 miles of transmission mains from the Cosme Water Treatment Plant to the City of St. Petersburg. Satellite-based remote sensing to identify potable water leakage is an emerging technology and this study will serve as a pilot program which may become a new regional tool to reduce water loss. As the technology identifies water leakage, a dedicated team will proceed to pinpoint and repair the leaks. The repair cost is not included in this project, but is funded through the Department’s operating budget. This Project can conserve an estimated 110,000 gallons of water per day when the Project is fully implemented. The Procurement Department, in cooperation with the Water Resources Department, plans to enter into a contract with a sole source provider for this proprietary technology, local vendor Utilis Hydromax USA.

The Agreement with the SWFWMD has a total project cost of $120,000. The City of St Petersburg agrees to fund 50% of the total cost or $60,000 and the SWFWMD agrees to fund 50% of the total cost or $60,000, on a reimbursement basis. The District’s Agreement includes a provision for attorney’s fees and costs incurred by the District if the City fails to complete the Project in accordance with the Agreement, or to appropriate sufficient funds to complete the Project and the City fails to repay those funds. Generally, the City will not enter into a contract including attorney fees provisions and the decision to accept District funding should be made taking the potential risk of having to pay such fees and costs into account. There have been no contract claims on the previous co-funding agreements. The non-appropriation clause does not specifically limit funding by the City to an annual appropriation; however, since the City’s funding is appropriated in advance of the Project, the legal risk that the Agreement would be found void appears small.

Administration recommends that the Mayor or his designee execute the FY2019 Cooperative Funding Agreement with the Southwest Florida Water Management District for funding for the City of St. Petersburg Satellite Based Potable Water Leak Detection Project.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Technical Support Division (4202049), Satellite Based Potable Water Leak Detection Project (Project #TBD).

ATTACHMENTS: SWFWMD Agreement, Resolution

APPROVALS:

[Signatures]

Administrative

Budget

Legal 00420569
RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE DISTRICT TO PROVIDE FUNDING ON A REIMBURSEMENT BASIS IN AN AMOUNT UP TO $60,000 FOR THE ST. PETERSBURG SATELLITE BASED POTABLE WATER LEAK DETECTION PROJECT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") applied for funding from Southwest Florida Water Management District ("SWFWMD") under its cooperative funding program and has received up to $60,000 in funding for the St. Petersburg Satellite Based Potable Water Leak Detection Project ("Project"); and

WHEREAS, in order to receive such funding, the City must execute a Cooperative Funding Agreement ("Agreement"), which sets forth the obligations of the City and SWFWMD; and

WHEREAS, the Agreement provides for reimbursement by SWFWMD for Project costs in an amount up to $60,000, which is 50% of the total project cost of $120,000; and

WHEREAS, the Project consists of a first of its kind pilot study to evaluate a satellite-based technology which identifies and locates sources of water loss on a citywide scale, including the approximate 30 miles of transmission mains from the Cosme Water Treatment Plant to the City and may become a regional tool to reduce water loss.

WHEREAS, the City recommends the approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the District to provide funding on a reimbursement basis in an amount up to $60,000 for the St. Petersburg Satellite Based Potable Water Leak Detection Project and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00420842

Approved by:

[Signature]
John Palenchar, P.E.
Water Resources Director
AGREEMENT NO. 19CF0001814

COOPERATIVE FUNDING AGREEMENT (Type 1)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
STUDY - ST. PETERSBURG SATELLITE BASED POTABLE WATER LEAK DETECTION (N961)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, whose address is 1650 Third Avenue North, St. Petersburg, Florida 33713, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT’s cooperative funding program; and

WHEREAS, the project consists of a pilot study to evaluate satellite-based technology to identify and locate sources of water loss on a city-wide scale, hereinafter referred to as the “PROJECT”; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Viviana Bendixson
Southwest Florida Water Management District
2379 Broad Street,
Brooksville, Florida 34604
Project Manager for the COOPERATOR:
Waunda Barcus
City of St. Petersburg
16015 Race Track Road
Odessa, Florida 33556

Any changes to the above contact information must be provided to the other party in writing.

Reports required under this Agreement may be provided to the DISTRICT Contract Manager via email.

1.1 The DISTRICT’S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT’S Signature Authority provides otherwise. The DISTRICT’S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT’S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT’S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT’S Signature Authority. The DISTRICT’S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Hundred Twenty Thousand Dollars ($120,000). The DISTRICT agrees to fund PROJECT costs up to Sixty Thousand Dollars ($60,000) and shall have no obligation to pay any costs beyond this
maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Council of legally available funds.

3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any expended contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

3.3 Unless otherwise provided in the Project Plan, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied equally to reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:
Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT’S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT’S Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT’S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT’S Accounts Payable Lead at 352-796-7211, extension 4108.

3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the “Measurable Benefit”). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR’S share of funding contributions under this Agreement.
3.8 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Study - St. Petersburg Satellite Based Potable Water Leak Detection (N961) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 19CF0001814), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes $__ of contingency expenses. The COOPERATOR has been allocated a total of $__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and $__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to $__ / $__ respectively.

3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.
5. **REPAYMENT.**

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. **CONTRACT PERIOD.**

This Agreement shall be effective October 1, 2018 and shall remain in effect through February 1, 2023, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. **PROJECT RECORDS AND DOCUMENTS.**

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions
arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

8.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Performance Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

8.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

8.3 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

9. RISK, LIABILITY, AND INDEMNITY.

9.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

9.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
9.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

9.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

9.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

11. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

12. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR
shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

13. **LAW COMPLIANCE.**

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

14. **DIVERSITY IN CONTRACTING AND SUBCONTRACTING.**

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

14.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

15. **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

16. **ASSIGNMENT.**

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or
maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

17. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

18. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

19. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

20. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

21. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

22. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or
unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

23. **COUNTERPARTS.**

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart.

24. **ENTIRE AGREEMENT.**

This Agreement and the attached exhibit listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

25. **DOCUMENTS.**

The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

    Exhibit "A"  Project Plan

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: 

Jennette M. Seachrist, P.E. 
Director, Resource Management Division

Date

CITY OF ST. PETERSBURG

By: 

Dr. Kanika Tomlin 
Deputy Mayor/City Administrator

Date

Attest:

Chandrahasa Srinivasa 
City Clerk

(Seal)

Approved as to Content and Form:

City Attorney (Designee)

By: 

Assistant City Attorney

COOPERATIVE FUNDING AGREEMENT (TYPE 1) 
BETWEEN THE 
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT 
AND 
CITY OF ST. PETERSBURG 
FOR 
STUDY - ST. PETERSBURG SATELLITE BASED POTABLE WATER LEAK DETECTION (NS01)
EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION
This PROJECT is a pilot study to evaluate a satellite-based technology to identify and locate sources of water loss on a city-wide scale. Satellite-based remote sensing to identify water leakage is an emerging technology and this study will serve as a pilot program which may provide new regional tools to reduce water loss. As the technology identifies water leakage, a dedicated team of COOPERATOR staff will proceed to pinpoint and repair the leaks. The repair cost is not included in this project.

The PROJECT will conserve an estimated 110,000 gallons per day if the PROJECT is fully implemented.

MEASURABLE BENEFIT
The implementation of the program and completion of the COOPERATOR's final report, in accordance with the requirements of this Agreement.

PROJECT TASKS
Key tasks to be performed by the COOPERATOR:

1. PROGRAM SETUP – The COOPERATOR shall procure a qualified provider (CONSULTANT) to develop a satellite leak detection program in accordance with the requirements under this Agreement. The contract with the CONSULTANT will be submitted to the DISTRICT for comment prior to execution. The COOPERATOR will make available the necessary data, including but not limited to, water loss (metered and calculated), distribution system maps and layout, pipe size and material, and current water loss reduction methods.

2. IMPLEMENTATION OF PROGRAM – The COOPERATOR shall conduct satellite imagery collection, data analysis, GIS assessments, and other tasks necessary to develop a satellite-based leak detection survey for the extent of the COOPERATOR’s utility distribution system. This shall include the geospatial location of identified leaks, creation of a database of identified leaks, and leak sheets to be utilized by the COOPERATOR for leak field location. To ensure timely leak control, leak sheets shall be made available no later than four weeks after satellite imagery is collected.

3. FIELD LEAK CONTROL PROGRAM – The COOPERATOR shall utilize leak sheets to prioritize leaks, pinpoint leak location, evaluate each leak, and either repair on the spot, schedule for repair or give reasons for non-repaired leaks. Each identified leak will be geo-referenced and displayed on a map to be utilized by ground-based leak crews. The COOPERATOR shall be responsible for field services to pinpoint the leak location and evaluated and scheduled for repair. The cost of pinpointing leak location and repair is not included in this PROJECT.

4. TRACKING – The COOPERATOR shall track all program activity in an electronic database including geolocations where leaks were identified and/or repaired. The COOPERATOR shall track the following information for each leak: 1) geo-location, 2) leak location (main, joint, service, hydrant, valve, other), 3) pipe
material, 4) pipe diameter, 5) date imagery flown, 6) date “leak sheet” provided to COOPERATOR, 7) date leak located, and 8) date leak repaired or date leak is scheduled to be repaired or reason why leak was not repaired.

5. SAVINGS ANALYSIS – The COOPERATOR shall be responsible for a water savings analysis based on a distribution system water audit (AWWA methodology is recommended) for one year pre-program and one year post-program including water loss calculations and/or leak detection efforts in the distribution area. The COOPERATOR shall also provide an estimate of total water savings achieved via repair of identified leaks based on standard water loss estimates.

6. DRAFT/FINAL REPORTS – The COOPERATOR shall provide a draft final report and final report. The report shall contain the following information: 1) all pertinent information regarding the program findings, associated conclusions and recommendations for future programs, 2) status of any leaks not repaired, 3) full accounting of all funds expended during and in relation to the PROJECT, and 4) a calculation of water savings based on analysis described in Task 4. A Final Report will be submitted to the DISTRICT that summarizes the PROJECT effectiveness in reducing water loss.

DELIVERABLES
The COOPERATOR shall provide quarterly status reports, a draft final report and a final report. The final report shall be submitted with the final invoice.

- Quarterly status reports
- CONSULTANT contract, prior to execution
- Copy of executed CONSULTANT contract
- Leak Sheets
- Draft final report
- Final report submitted with the final invoice

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<tbody>
<tr>
<td>Contractor Set-up and Program Implementation</td>
<td>$60,000</td>
<td>$60,000</td>
<td>$120,000</td>
</tr>
<tr>
<td>TOTAL PROJECT COSTS</td>
<td>$60,000</td>
<td>$60,000</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

The above costs and quantities are estimated pending vendor contract costs.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving an increase in allocation for laboratory supplies, equipment repairs and chemicals with Hach Company for the Water Resources Department, in the amount of $100,000, for a total contract amount of $385,000.

Explanation: On October 26, 2016, City Council approved a three-year agreement for laboratory supplies through October 31, 2019, with one two-year renewal. Due to the purchase of additional water analyzing equipment at the COSME Water Treatment Plant, the current allocation is expected to exceed estimated totals for this agreement term. Therefore, approval of an allocation increase is requested.

The vendor furnishes and delivers parts, supplies and chemicals such as reagents, buffers, filters, electrodes, calibration kits and sensors. They will also provide technical support, repair and replacement of analytical laboratory equipment. This equipment is used for analyzing and testing reclaimed and potable water.

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

| Hach Company | $100,000 |
| Original agreement amount | $285,000 |
| Allocation increase | 100,000 |
| Total contact amount | $385,000 |

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. This agreement will be effective through October 31, 2019, with one two-year renewal option.

Cost/Funding/Assessment Information: Funds have previously been appropriated in the Water Resources Operating Fund (4001), Water Treatment and Distribution Admin (420-2073), Water Resources Department, COSME Water Treatment Plant Operations & Maintenance (420-2077), Environmental Compliance Laboratory (420-2153), Environmental Compliance Field Services (420-2161), Northeast WRF (420-2173), Northwest WRF (420-2177), and Southwest WRF (420-2181).

Attachments: Resolution

Approvals:

[Signatures]
Administrative

[Signature]
Budget
A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $100,000 TO THE ALLOCATION FOR THE AGREEMENT WITH HACH COMPANY FOR LABORATORY SUPPLIES, EQUIPMENT REPAIRS AND CHEMICALS; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $385,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 26, 2016, City Council approved a three-year agreement ("Agreement") with Hach Company for laboratory supplies, equipment repairs and chemicals for the Water Resources Department; and

WHEREAS, an increase in the amount of $100,000 to the allocation for the Agreement is necessary due to the purchase of additional water analyzing equipment at the COSME Water Treatment Plant; and

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

NOW THEREFORE BE IT RESOLVED that an increase in the amount of $100,000 to the allocation for the Agreement with Hach Company for laboratory supplies, equipment repairs and chemicals is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $385,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (Designee)
00425417
The following page(s) contain the backup material for Agenda Item: Waiving St. Petersburg City Code Section 2-244 and approving the Agreement between St. Petersburg Historical Society, Inc. (Agency) and the City of St. Petersburg, Florida (City) for the City to provide funding for the Agency to construct capital improvements at the St. Petersburg Museum of History. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 7, 2019

Consent Agenda A

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

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

SUBJECT: Waiving St. Petersburg City Code Section 2-244 and approving the Agreement between St. Petersburg Historical Society, Inc. ("Agency") and the City of St. Petersburg, Florida, ("City") for the City to provide funding for the Agency to construct capital improvements at the St. Petersburg Museum of History

EXPLANATION:

The St. Petersburg Museum of History has collected, preserved and communicated the history of Florida, with an emphasis on the City of St. Petersburg and Pinellas Peninsula, since 1920. The City donated an old aquarium building (at the current location) in 1922, for public display of the museum’s collections. Through its history, the facility has changed and expanded, the collection grown, and the story, membership, attendance and philanthropic efforts have thrived. The museum, operating through the St. Petersburg Historical Society, Inc. ("Agency"), is poised for a 21st century facility expansion consistent with the reimagining of the St. Petersburg Pier™.

The Agency is in the process of fundraising approximately $5,000,000 towards the construction and development costs via philanthropic and other efforts. The City has agreed to provide $500,000 towards the construction of the improvements depicted in the attached Agreement. The City’s Procurement Code Section 2-259, provides that City Council may waive any provision of the procurement code by a resolution receiving at least five (5) affirmative votes. It is Administrations recommendation that City Council waive St. Petersburg Code Section 2-244 and allow Agency to hire a contractor to construct the new improvements at the Museum.

RECOMMENDATION:

Administration recommends waiver of St. Petersburg City Code section 2-244 and approval of the Agreement between St. Petersburg Historical Society, Inc. ("Agency") and the City of St. Petersburg, Florida, ("City") for the City to provide funding to the Agency to construct capital improvements at the St. Petersburg Museum of History.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Marketing and Communications Department, Marketing and Communications division (230.1749).

ATTACHMENT: Agreement between the St. Petersburg Historical Society, Inc. and the City of St. Petersburg, Florida

APPROVALS:

Administration: 

Budget: 

2 of 2
Resolution No. 2019-

A RESOLUTION WAIVING ST. PETERSBURG CITY CODE SECTION 2-244; APPROVING THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ST. PETERSBURG HISTORICAL SOCIETY, INC. ("AGENCY") FOR THE CITY TO PROVIDE AGENCY FUNDING IN THE AMOUNT OF $500,000 TO CONSTRUCT NEW CAPITAL IMPROVEMENTS AT THE ST. PETERSBURG MUSEUM OF HISTORY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE CITY’S ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and St. Petersburg Historical Society, Inc. ("Agency") entered into a lease agreement on July 30, 2012 for Agency to operate the building known as the St. Petersburg Museum of History ("Museum") located at 335 Second Avenue NE, St. Petersburg, Florida 33701; and

WHEREAS, Agency desires to make capital improvements at the Museum that include a remodeled front façade facing and an expansion to create new elements that will play a crucial part in visitor experience; and

WHEREAS, City has received a request from Agency for funding to construct the new improvements; and

WHEREAS, the City has agreed to contribute five hundred thousand dollars ($500,000) toward the costs to construct the improvements; and

WHEREAS, funding in the amount of $500,000 is available in the Fiscal Year 2019, Marketing Department budget; and

WHEREAS, the Agency has agreed to the terms and conditions set forth in the agreement; and

WHEREAS, Section 2-259 of the St. Petersburg City Code provides that City Council may waive any provision of the procurement code by a resolution receiving at least five (5) affirmative votes; and

WHEREAS, Administration recommends that City Council waive St. Petersburg Code Section 2-244 and allow Agency to hire a contractor to construct the new improvements at the Museum.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that St. Petersburg City Code Section 2-244 is hereby waived to allow St. Petersburg Historical Society, Inc. ("Agency") to hire a contractor to construct the new improvements at the Museum.

BE IT FURTHER RESOLVED that the agreement between the City of St. Petersburg, Florida ("City") and Agency for the City to provide Agency funding in the amount of $500,000 to construct new capital improvements at the St. Petersburg Museum of History is hereby approved.

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

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Agreement.

This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal Department
00425828 FINAL
AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the ___ day of February, 2019 ("Effective Date"), by and between St. Petersburg Historical Society, Inc. ("Agency") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

RECATIALS

WHEREAS, the City and Agency entered into a lease agreement on July 30, 2012 ("Lease") for Agency to operate the building known as the St. Petersburg Museum of History ("Museum") located at 335 Second Avenue NE, St. Petersburg, Florida 33701; and

WHEREAS, Agency desires to make capital improvements to the Museum that include a remodeled front façade facing and an expansion to create new elements that will play a crucial part in visitor experience; and

WHEREAS, the City has received a request from Agency for funding to construct the new Improvements (as defined herein); and

WHEREAS, museums are an important part of the economic development of the City; and

WHEREAS, using public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the City has agreed to contribute five hundred thousand dollars ($500,000) toward the costs to construct the Improvements, subject to the terms and conditions of this Agreement.

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 City and Agency hereby agree as follows:

1. **Grant of Funds.** The City shall pay Agency five hundred thousand dollars ($500,000) ("Grant") to be used by Agency for the construction of those improvements generally depicted in Appendix A ("Improvements"). Appendix A is attached hereto and made a part hereof. The City will distribute the Grant funds to Agency within thirty (30) days after the Effective Date.

2. **Agency’s Use of Grant Funds.** Agency shall use the Grant funds for the sole purpose of paying a contractor retained by Agency to construct the Improvements. Agency acknowledges and agrees that construction of the Improvements is subject to the terms and conditions of the Lease and that nothing contained in this Agreement shall be construed to affect or limit Agency’s obligations under the Lease.
3. **Term.** The term of this Agreement shall commence on the Effective Date and remain in effect until construction of the Improvements are completed ("Term"), unless this Agreement is earlier terminated as provided for herein.

4. **Repayment of Grant Funds.** If Agency does not construct the Improvements or if Agency fails to use the Grant funds in accordance with this Agreement, the City may require Agency to repay the Grant funds or a portion of the Grant funds to the City within thirty (30) days after notice to repay the Grant funds or a portion of the Grant funds from the City. Should the Improvements cost less than the Grant funds provided by the City pursuant to this Agreement, the Agency shall reimburse the City for the difference within thirty (30) days after construction of the Improvements are completed.

5. **Indemnification.**

   A. Agency shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

   i. The performance of this Agreement (including any amendments thereto) by Agency, its employees, agents, representatives, contractors or subcontractors; or

   ii. The failure of Agency, its employees, agents, representatives, contractors or subcontractors to comply and conform with applicable Laws (as defined herein); or

   iii. Any negligent act or omission of Agency, its employees, agents, representatives, contractors or subcontractors, whether or not such negligence is claimed to be either solely that of Agency, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

   iv. Any reckless or intentional wrongful act or omission of Agency, its employees, agents, representatives, contractors or subcontractors.

   B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Agency pursuant to this Agreement or otherwise obtained by Agency, and shall survive the expiration or earlier termination of this
Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

6. **Insurance.**

A. Agency shall obtain and maintain the following minimum types and amounts of insurance at its own expense during the Term:

   i. Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.

   ii. Automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

   iii. Workers’ Compensation insurance as required by Florida law and Employers’ Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Agency's insurance policies, except Workers’ Compensation, shall name the Indemnified Parties as additional insureds.

C. All policies shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Agency shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Agency shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

F. Agency hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

7. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address
provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg, Florida
P. O. Box 2842
St. Petersburg, FL 33731
Attn: __________________________
Phone: __________________________
Email: __________________________

AGENCY:

St. Petersburg Historical Society, Inc.
c/o St. Petersburg Museum of History
335 2nd Avenue NE
St. Petersburg, FL 33701
Attn: __________________________
Phone: __________________________
Email: __________________________

8. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

9. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

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

11. **Default and Termination.** The City may terminate this Agreement in the event of failure by Agency to observe or perform any term or condition of this Agreement if such failure shall continue for thirty (30) days after notice thereof from the City to Agency. In the event of termination pursuant to this paragraph, the City may require Agency to repay the Grant funds or a portion of the Grant funds to the City within thirty (30) days after notice to repay the Grant funds or a portion of the Grant funds from the City.

12. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. 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. 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. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

14. **Compliance with Laws.** Agency shall comply at all times with all federal, state, and local statutes, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

15. **No Third Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

16. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Agency and its professional advisors. The City, Agency and Agency's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Agency or against the City or Agency merely because of their efforts in preparing it.

17. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

18. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise
required to be exercised by City Council pursuant to the City Charter or applicable Laws.

19. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

20. **Records and Reports.**

   A. Agency shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Agency shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Agency shall retain all such books, records and information during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. Agency shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement.

21. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

22. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Agency shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

23. **Permits and Licenses.** Agency shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Agency’s performance of this Agreement. Upon request of the City, Agency shall provide the City with written evidence of such permits, licenses, certifications and approvals.

24. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
25. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

26. **Nondiscrimination.** Agency, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

27. **No Responsibility or Liability.** The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with this Agreement or the construction of the Improvements.

REMAINING PORTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

ST. PETERSBURG HISTORICAL SOCIETY, INC.:

By: __________________________

Print: _________________________

Title: _________________________

CITY OF ST. PETERSBURG, FLORIDA:

By: __________________________

Print: _________________________

Title: _________________________

ATTEST:

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee) 00425620

WITNESSES

By: __________________________

Print: _________________________

By: __________________________

Print: _________________________

(SEAL)
(Acknowledgment of Agency)

State of Florida       
County of Pinellas     ss:
City of St. Petersburg

The foregoing Agreement was acknowledged before me this ___ day of February, 2019, by ____________________________, as ______________________________ of St. Petersburg Historical Society, Inc. ("Agency"), on behalf of the Agency. He/She is personally known to me or has produced ______________________________, as identification and appeared before me at the time of notarization.

__________________________ warrants that he/she is authorized by Agency to execute the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

__________________________

My commission expires: __________________
The following page(s) contain the backup material for Agenda Item: Approving agreements between the city of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (Artist), for Artist to design, fabricate, and install a piece of art entitled Myth (Red Pelican) in the center of the entryway plaza area of the St. Pete Pier, for a firm fixed price of $150,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Myth (Red Pelican); rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $140,000 from the Pier Approach Project (15377); approving a transfer in the amount of $140,000 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $150,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the transfer above, to the Mayors Office, Cultural Affairs Division (020-1777); authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date.

Please scroll down to view the backup material.
TO: The Honorable Charlie Gerver, Chair and Members of City Council

SUBJECT:
A resolution approving agreements between the city of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. ("Artist"), for Artist to design, fabricate, and install a piece of art entitled “Myth (Red Pelican)” in the center of the entryway plaza area of the St. Pete Pier™ for a firm fixed price of $150,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install “Myth (Red Pelican)”; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $140,000 from the Pier Approach Project (15377); approving a transfer in the amount of $140,000 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $150,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the transfer above, to the Mayor’s Office, Cultural Affairs Division (020-1777); authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION:
The St. Petersburg Pier Art Project Committee was established pursuant to Section 5-58 of the City Code to ensure that proper consideration was given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the project. A contract was entered into with Ann Wykell to act as project manager for the pier art selection process. Over a period of several meetings in early 2017, the project manager presented work by artists with qualifications to complete work of this nature to the Project Committee. At the October 18, 2017 meeting of the Project Committee, after discussion and review of artists’ works, the Project Committee voted on six (6) finalists and two (2) alternatives. The Committee met on April 24, 2018 to review the finalists’ presentations of their proposals and based on the proposals presented by Nathan Mabry of Mabry and Pulitzer Studios, Inc., the Committee selected Mr. Mabry to fully design, fabricate and install a piece of art entitled “Myth (Red Pelican)” in the center of the entryway plaza area of the St. Pete Pier™ with the exact location to be designated by the City at the time of installation. On May 1, 2018, the Public Arts Commission approved the Committee's selection and recommends that City Council approve agreements for Artist to fully design, develop and install the “Myth (Red Pelican)” in the center of the entryway plaza area of the St. Pete Pier™.

The Artist has since come forward to request an additional $10,000 be added to the original proposed cost of “Myth (Red Pelican), bringing the total amount of this agreement to $150,000; the Artist cited newly imposed tariffs on aluminum as the reason for the request. The Public Arts Commission unanimously voted to approve the additional amount at their December 4, 2018 meeting.

Mr. Mabry proposed at the time of his presentation that additional smaller pelicans can be added and installed in various locations at the pier for a cost of $7,000 each (however, in the event the cost of steel increases or decreases between the Effective Date and the date on which the City places an order for additional cast pelican(s), the Bulk Additional Cast Pelican Price or the Additional Cast Pelican Price, as
applicable, will increase or decrease to reflect the increase or decrease in the material cost of steel for each additional cast pelican ordered. At this time there is a private donation for one and the Public Arts Commission has voted to fund an additional pelican from the Arts in Public Places Fund (1901), these additional works will be submitted to City Council for approval as a separate item.

**RECOMMENDATION:**
Administration recommends that City Council accept the recommendation made by the St. Petersburg Pier Public Art Project Committee and approved and later amended by the Public Arts Commission.

**COST/FUNDING/ASSESSMENT INFORMATION:**
Funds will be available after approval of a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $140,000 from the Pier Approach Project (15377); a transfer in the amount of $140,000 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); and approval of a supplemental appropriation in the amount of $150,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer, to the Mayor’s Office, Cultural Affairs division (020.1777).

**ATTACHMENTS:**
(1) Sculpture Design Rendering
(2) Resolution
(3) Artist Agreement

**APPROVALS:**
Administration: [Signature]  Budget: [Signature]
"Myth (Red Pelican)"

Nathan’s design is inspired by the geometry of the new pier design and the symbol of the pelican as the emblem for St. Petersburg. He stated in his presentation to the selection committee that the pelican is a symbol for kindness, generosity, friendship and love.

While working on the proposal, his focus became to create an outdoor public artwork that is conceptually integrated to the site, but also visually distinct. In studying the renderings of the pier and architecture he noticed the utilization of a geometric visual language of triangles within the design which led him to look for a defining aesthetic approach; he found that inspiration in the accessible and universal visual language of Origami, the art of folding paper. The notion of an abstract metal monument rooted in something as intimate, delicate and timeless as folded paper became his focus.

The "Myth (Red Pelican)" structure will be approximately 120" high, fabricated from ½" to ¾" thick aluminum plate metal with a satin single color painted finish. Sculpture will be mounted on a 1" baseplate, ready for bolt mounting. Specifics on the bolt mounting will be worked based on the engineering and capabilities of the site. The structure includes the three realistic pelicans atop the origami style pelican.
Resolution No. 2018-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND MABRY AND PULITZER STUDIOS, INC. ("ARTIST"), FOR ARTIST TO DESIGN, DEVELOP AND INSTALL A PIECE OF EXTERIOR ART ENTITLED "MYTH (RED PELICAN)" IN THE ENTRY PLAZA OF THE CITY'S NEW ST. PETE PIER™ FOR A TOTAL FIRM FIXED PRICE OF $150,000 ("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; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF $140,000 FROM THE PIER APPROACH PROJECT (15377); APPROVING A TRANSFER IN THE AMOUNT OF $140,000 FROM THE UNENCUMBERED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE RESCISSION, TO THE ARTS IN PUBLIC PLACES FUND (1901); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $150,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901) RESULTING FROM THE TRANSFER ABOVE, TO THE MAYOR'S OFFICE, CULTURAL AFFAIRS DIVISION (020-1777); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and
WHEREAS, the Pier Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the City Code to ensure that proper considerations were given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the 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 Nathan Mabry of Mabry and Pulitzer Studios, Inc. ("Artist"), one of the finalists, the Committee selected Artist to fully design, develop and install a piece of exterior art entitled "Myth (Red Pelican)" in the entryway plaza 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 Myth (Red Pelican) at the new St. Pete Pier™ ("Agreement") for a total price of $140,000; and

WHEREAS, due to recent tariffs on aluminum, Artist has requested the total price for the Myth (Red Pelican) be increased to $150,000; and

WHEREAS, on December 4, 2018, the Public Arts Commission voted to recommend that $10,000 from the Arts in Public Places Fund (1901) be allocated to this project to cover the increase in the total price; and

WHEREAS, under the Agreement, the City has an option to purchase additional smaller cast pelicans at a fixed price of $7,000 each when at least three are ordered at a time, which Artist would design, develop, and install pursuant to amendment(s) to the Agreement that would require City Council approval; 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.

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 Mabry and Pulitzer Studios, Inc. ("Artist"), for Artist to design, develop and install a piece of exterior art entitled "Myth (Red Pelican)" in the entry plaza of the City’s new St. Pete Pier™ for a total firm fixed price of $150,000 ("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 an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $140,000 from the Pier Approach Project (15377) is hereby rescinded.

BE IT FURTHER RESOLVED that a transfer in the amount of $140,000 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from above the rescission, to the Arts in Public Places Fund (1901) is hereby approved;

BE IT FURTHER RESOLVED that a supplemental appropriation in the amount of $150,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the transfer above, to the Mayor's Office, Cultural Affairs Division (020-1777) is hereby approved:

| Arts in Public Places Fund (1901) | Mayor's Office, Cultural Affairs Division (020-1777) | $150,000 |
This Resolution shall become effective immediately upon its adoption.

Approvals:

Administration

Budget

City Attorney (Designee)
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 Mabry and Pulitzer Studios, Inc. ("Artist") (collectively, "Parties").

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which Artist shall design, fabricate, and install works of art in the place(s) designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Artwork - The work of art entitled "Myth (Red Pelican)," which is to be fully designed, fabricated, and installed by Artist under this Agreement. The Artwork is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement. Except where context indicates otherwise, the term "Artwork" shall also include any additional cast pelicans that may be added to this Agreement and set forth in Exhibit A, as may be amended from time to time pursuant to this Agreement.

1.2 Site – The Site for Myth (Red Pelican) is in the center of the entryway plaza area of the St. Pete Pier™ with the exact location to be designated by the City at the time of installation. Except where context indicates otherwise, the term “Site” also includes the location for any additional cast pelicans that may be added to this Agreement and set forth in an amended Exhibit A, which will include a depiction and identification of the area in which each additional cast pelican is to be installed.

ARTICLE 2. SCOPE OF SERVICES

2.1 Independent Contractor. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.2 Artist Responsibilities. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation of the Artwork and shall comply with the following:

A. Beginning on the Effective Date, Artist shall commence the final design, development, fabrication and installation of the Artwork in accordance with this
Agreement. Artist shall provide the City with all specifications necessary for the City to install a foundation for the Artwork.

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 over a twenty-five year period, including the prevailing climate and local conditions, wind events, rain events, and other weather events. Nothing in this paragraph may be construed as limiting the Artist's obligations to ensure that the Artwork complies with all applicable Laws (as hereinafter defined).

G. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than five (5) years after Final Acceptance (as hereinafter defined).

H. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the construction and/or installation of the Artwork.

I. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”). Artist hereby makes all certifications required by Florida Statute section 287.135.
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.

2.3. **City’s Right to Review Progress.** The City shall have the right to review the progress of the Artwork at all reasonable times.

2.4. **Ownership of Documents.** Upon 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 for Myth (Red Pelican).** City shall pay Artist a firm fixed price of one hundred fifty thousand dollars ($150,000) ("Firm Fixed Price") for Myth (Red Pelican), which Firm Fixed Price 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 for Myth (Red Pelican), including Artist's fee.

3.2. **Additional Cast Pelican Price.** In the event the City elects to purchase any additional cast pelicans within the one (1) year period after Final Acceptance, and further provided that Artist desires to design, fabricate and install each such additional cast pelican, the Parties hereby agree that the price for each additional cast pelican will not to exceed seven thousand dollars ($7,000) if the City orders at least three pelicans at one time ("Bulk Additional Cast Pelican Price"), and will not exceed seven thousand five hundred dollars ($7,500) for each additional cast pelican if the City orders two or less additional cast pelicans at one time ("Additional Cast Pelican Price"). The Bulk Additional Cast Pelican Price or Additional Cast Pelican Price, as applicable, shall constitute full compensation for all services performed and materials furnished by Artist under this Agreement for each additional cast pelican, including but not limited to Artist’s fee, travel or other expenses, and shipping and installation costs. Notwithstanding the foregoing, the Parties agree that in the event the cost of steel increases or decreases between the Effective Date and the date on which the City places an order for additional cast pelican(s), the Bulk Additional Cast Pelican Price or the Additional Cast Pelican Price, as applicable, will increase or decrease to reflect the increase or decrease in the material cost of steel for each additional cast pelican ordered.

3.3. **Method and Schedule of Payment.** Artist shall invoice the City in accordance with the following schedule. Each payment installment represents full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid
after receipt of the applicable certifications or documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.

A. Myth (Red Pelican)

i. Artist shall invoice the City for fifty-two thousand dollars ($52,000) 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 completion of the final design and engineering.

ii. Artist shall invoice the City for fifty-six thousand dollars ($56,000) of the Fixed Firm Price, to cover 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.

iii. Artist shall invoice the City for twenty-eight thousand dollars ($28,000) of the Fixed Firm Price, to cover the remaining fabrication work, and the City shall pay such invoice within thirty (30) days after receipt, provided the Artist has provided evidence of fifty percent (50%) fabrication.

iv. Artist shall invoice the City for the remaining fourteen thousand dollars ($14,000) of the Fixed Firm Price, and the City shall pay such invoice within thirty (30) days of receipt, provided the Artist is in compliance with the terms and conditions of this Agreement, has completed and installed Myth (Red Pelican), and has presented to or obtained from the City the following:

   a) Photos and documentation of completed fabrication of Myth (Red Pelican) and evidence that all required permits have been obtained;

   b) A written bill of sale conveying title of Myth (Red Pelican) to the City;

   c) Written instructions for the care, maintenance, preservation and handling of Myth (Red Pelican) pursuant to this Agreement;

   d) A sworn statement of no liens, claims or other encumbrances for Myth (Red Pelican) pursuant to this Agreement;

   e) A written warranty for Myth (Red Pelican) pursuant to this Agreement;
f) Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons for Myth (Red Pelican); and

a) Obtaining Final Acceptance of Myth (Red Pelican) pursuant to this Agreement which shall not be unreasonably withheld by the City.

B. Additional Cast Pelican(s)

i. Artist shall invoice the City for half of the Bulk Additional Cast Pelican Price or Additional Cast Pelican Price, as applicable, for each additional cast pelican, within thirty (30) days after the effective date of an amendment to this Agreement adding the additional cast pelican(s) to Exhibit A, as amended, 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 the cost of materials.

ii. Artist shall invoice the City for the remaining half of the Bulk Additional Cast Pelican Price or Additional Cast Pelican Price, as applicable, for each additional cast pelican, and the City shall pay such invoice within thirty (30) days of receipt, provided the Artist is in compliance with the terms and conditions of this Agreement, has completed and installed each additional cast pelican set forth in Exhibit A, as amended, and has presented to or obtained from the City the following:

b) Photos and documentation of completed fabrication of the additional cast pelican(s) and evidence that all required permits have been obtained;

c) A written bill of sale conveying title of the additional cast pelican(s) to the City;

d) Written instructions for the care, maintenance, preservation and handling of the additional cast pelican(s) pursuant to this Agreement;

e) A sworn statement of no liens, claims or other encumbrances for the additional cast pelican(s) pursuant to this Agreement;

f) A written warranty for the additional cast pelican(s) pursuant to this Agreement;
g) Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons for the additional cast pelican(s); and

h) Obtaining Final Acceptance of the additional cast pelican(s) pursuant to this Agreement which shall not be unreasonably withheld by the City.

3.4. **Non-Appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

3.5. **Travel and Other Expenses.** Travel and other expenses will not be reimbursed. Artist's sole compensation shall be the Firm Fixed Price, and as applicable, the Bulk Additional Cast Pelican Price or Additional Cast Pelican Price for any additional cast pelicans added to this Agreement.

**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 Myth (Red Pelican) and submit all required documentation to the City no later than August 29, 2019. Artist shall complete and install any additional cast pelicans set forth in an amended Exhibit A in accordance with the installation date for each additional cast pelican set forth in an amended Exhibit A; provided, however, that no additional cast pelicans may be added to this Agreement more than one year after Final Acceptance.

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 or the Bulk Additional Cast Pelican Price or, as applicable, Additional Cast Pelican Price.

4.3. **Special Extensions.** The City’s Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its
sole and absolute discretion.

4.4. **Failure to Fulfill Obligations.** Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. **Presentations of Artwork While in Progress.** During the performance of this Agreement, Artist specifically grants to the City the right, at the City’s discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. **Acceptance of Artwork upon Completion.** Artist shall provide the City with written notice of completion after the Artist completes and installs the Artwork and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City’s receipt of Artist’s written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications described herein or if Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept any portion of 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 therefor and a reasonable opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, “Final Acceptance” means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.

**ARTICLE 5. GENERAL CONDITIONS**

5.1. **Assignment, Transfer or Subcontracting.** A material element of this Agreement is the personal skill, judgment and creativity of Nathan Mabry of Mabry and Pulitzer Studios, Inc.. 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.** The City may include nameplates for the Artwork, which nameplates may include any information desired by the City.

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 of all Artwork under this Agreement (“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
6.2. **Warranty of Quality.** Artist warrants that the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a five of five (5) years from Final Acceptance at Artist's expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

6.3. **Warranty Regarding Useful Life.** Artist warrants that the Artwork will be designed, fabricated, and installed to have a useful life of at least twenty-five (25) years after Final Acceptance.

**ARTICLE 7. TITLE AND COPYRIGHT**

7.1. **Artist Responsibility.** Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's ownership interest in the Artwork and to effectuate any assignment and this Agreement.

7.2. **Title.** Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.

7.3. **Copyright.** Except ownership and possession, Artist retains all rights in and to the Artwork, including all applicable rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited by this Agreement or waived by Nathan Mabry in Exhibit D, which is attached hereto and made a part hereof. In the event Artist records Artist’s identity and address with the Copyright Office, Artist shall notify the City of such recordation.

7.4. **Limitations on Artist Copyright.** The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to do so except with the written permission of the City.

7.5. **License to City.** Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.
7.6. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This section 7.6 shall not apply if Nathan Mabry exercises Nathan Mabry’s right to prevent the use of Nathan Mabry’s name as the author of the Artwork in accordance with applicable Laws or if Artist exercises its right to prevent the use of its name in association with the Artwork in accordance with this Agreement.

7.7. **Credit to City.** Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.

**ARTICLE 8. RISK OF LOSS AND INSURANCE**

8.1. **Damage.** Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. **Damage to Materials.** If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence of Artist or Artist’s employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City’s rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials. Notwithstanding the above, any damage by any such causes after Final Acceptance shall not be the responsibility of the Artist unless otherwise warranted by Artist pursuant to this Agreement.

8.3. **Insurance.** Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as defined hereinafter), 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 of all Artwork under this
Agreement 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.

D. The Indemnified Parties must be shown as an additional named insured with respect to this coverage.

E. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.

F. 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.

G. 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.

H. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

I. The insurance obligations in this paragraph shall expire upon Final Acceptance by the City.
ARTICLE 9. INDEMNIFICATION AND RELEASE

9.1. **Indemnification.**

A. Artist shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Artist, its employees, agents, representatives or subcontractors; or

(ii) The failure of Artist, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws; or

(iii) Any negligent act or omission of Artist, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Artist, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of Artist, its employees, agents, representatives, or subcontractors; or

(v) Infringement or alleged infringement of the Artwork or any materials or parts contained in the Artwork upon any copyright, trademark, patent, or trade secret right of any party; or

(vi) Artist’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this Section 9.1 are independent of, and will not be limited by, any insurance required to be obtained by Artist pursuant to this Agreement or otherwise obtained by Artist, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
9.2. **Notice.** The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. **Release.** Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys’ fees and costs, on account of injury to the person or property in connection with Artist’s performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit “B”.

**ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL**

10.1. **Maintenance.** The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions 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 Nathan Mabry’s lifetime, to the extent practical, the City shall give Artist (i.e., Mabry and Pulitzer Studios, Inc.) notice of any intended repairs or restorations and the opportunity to make or approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City’s reasonable attempts to give Artist the opportunity to make or approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as determined by the City) repairs or restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restoration, upon Artist’s fee for such services. If no agreement is reached as to Artist’s fee for such repairs or restoration,
then the City may make repairs, restoration or other arrangements the City deems appropriate for the Artwork.

10.4. **Alteration of the Artwork.** Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems it is practical to obtain such approval.

10.5. **Alteration of the Site.** To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.

10.6. **Removal of Artwork.** The City has the right to remove the Artwork from the Site for any reason in the City’s sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City’s discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.

A. **Relocation or Storage.** To the extent practical, during Nathan Mabry’s lifetime, the City shall notify Artist (i.e., Mabry and Pulitzer Studios, Inc.) if the City elects to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at Artist’s expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by Artist. Artist expressly acknowledges and understands that removal and subsequent relocation or storage of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, and Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may result from the Artwork’s removal and relocation or storage.

B. **Disposition, Destruction, Sale, or Donation.** To the extent practical, during Nathan Mabry’s lifetime, the City shall give Artist (i.e., Mabry and Pulitzer Studios, Inc.) reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to the Artist at Artist’s expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion,
mutilation, or other modification of the Artwork that may occur as a result of such disposition, destruction, sale, or donation of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Default Defined. Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. Termination for default. In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated. In addition to the termination provisions set forth in this Section 11.2, the City may terminate this Agreement as provided in Florida Statute section 287.135.

11.3. Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

ARTICLE 12. NOTICE TO PARTIES

12.1. Notice of Documents. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:

TO CITY:  
City of St. Petersburg  
Attention: Lynn Goodwin  
P.O. Box 2842  
St. Petersburg, FL 33731

TO ARTIST:  
Mabry and Pulitzer Studios, Inc.  
11329 Hannum Avenue  
Culver City, CA 90230

Attn: Nathan Mabry
12.2. **Change of address.** Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. **Failure to Notify City of Change of Address.** If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

**ARTICLE 13. MISCELLANEOUS**

13.1. **Entirety of Agreement.** This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

13.2. **Surviving Covenants.** The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.

13.3. **Severability.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. **Captions.** Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. **Waiver.** No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.

13.6. **Law and Forum.** This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.

13.7. **Construction.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with
independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.8. *No Third Party Beneficiaries.* Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.9. *Incorporation by Reference.* Composite Exhibit C, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.10. *Further Assurances.* The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.11. *Exhibits.* Each exhibit to this Agreement (i.e., 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; and Exhibit D – Release and Waiver of Rights under 17 U.S.C. § 106A) is an essential part hereof and is incorporated herein by reference.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA
By:______________________________
Print: ____________________________
Title: ____________________________
Address:  P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:
_________________________ (SEAL)
City Clerk

MABRY AND PULITZER STUDIOS, INC.: WITNESSES
AS TO ARTIST:

Sign:  ____________________________                        Sign:___________________
Print: ____________________________                        Print:___________________
Address: _________________________                        ________________________
                                        ________________________

STATE OF ______________ )
COUNTY OF ____________ )

                                 The foregoing instrument was acknowledged before me this ____ day of __________, 2019, by _______________________, 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.:

APPROVED AS TO FORM AND CONTENT:

____________________________________
City Attorney (designee)
I. Myth (Red Pelican)
Nathan’s design is inspired by the geometry of the new pier design and the symbol of the pelican as the emblem for St. Petersburg. He stated in his presentation to the selection committee that the pelican is a symbol for kindness, generosity, friendship and love.

While working on the proposal, his focus became to create an outdoor public artwork that is conceptually integrated to the site, but also visually distinct. In studying the renderings of the pier and architecture he noticed the utilization of a geometric visual language of triangles within the design which led him to look for a defining aesthetic approach; he found that inspiration in the accessible and universal visual language of Origami, the art of folding paper. The notion of an abstract metal monument rooted in something as intimate, delicate and timeless as folded paper became his focus.

The “Myth (Red Pelican)” structure will be approximately 120” high, fabricated from ½” to ¾” thick aluminum plate metal with a satin single color painted finish. Sculpture will be mounted on a 1” baseplate, ready for bolt mounting. Specifics on the bolt mounting will be worked based on the engineering and capabilities of the site. The structure includes the three realistic pelicans atop the origami style pelican.

The Myth (Red Pelican) will be installed in the center of the entryway plaza area of the St. Pete Pier™ in the area designated by the City at the time of installation.
II. Additional Cast Pelican(s)

Additionally, Nathan Mabry has offered the possibility of future smaller birds that could be placed in other locations throughout the pier. These smaller birds will be designed to be naturalistic and will be created through processes of scanning, 3D printing, clay modeling and lost wax casting. The additional smaller versions will be made of stainless steel and painted in matching monochromatic color. These smaller pelicans will each be approximately 2 feet tall and will be mounted directly into the concrete with a threaded rod and secured with an industrial epoxy.

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<tr>
<th>Location</th>
<th>Installation Deadline:</th>
<th>Photo/Depiction/Description</th>
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Exhibit A
Exhibit B
Release and Hold Harmless Agreement

THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this ___ day _____________, 201_, by _____________________, its heirs, successors and assigns (collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of Mabry and Pulitzer Studios, Inc. ("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 ________________, 20__ ("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 therefor, the Worker agrees as follows:

1. Worker hereby releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees, servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred to as "Releasees"), from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to attorney’s fees and costs, on account of injury to the person or property or resulting in death of the undersigned, whether arising out of or caused by the negligence of any or all of the Releasees, or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, City property, the Site or any thoroughfare while the undersigned is participating in any phase of the Artwork.

2. Worker agrees to indemnify and hold and save the Releasees harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of or in connection with the implementation of the Artwork or occasioned by an act or omission, neglect, or wrongdoing of the Worker.

3. Worker will, at Worker's own cost and expense, defend and protect the Releasees against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the implementation of the Artwork.

4. The undersigned expressly agrees personally that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Exhibit B page 1 of 2
WORKER

Sign:_______________________________
Print:_______________________________
Address:____________________________

STATE OF ______________  )
COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this ____ day of ___________, 201__, by _____________________, who is personally known to me or who has produced ____________________ as identification, and who did take an oath.

NOTARY PUBLIC

Sign ______________________________________
Print ______________________________________
My Commission No.:
COMPOSITE EXHIBIT C

BILL OF SALE: Myth (Red Pelican)

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of one hundred fifty thousand dollars ($150,000), 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 Myth (Red Pelican), the work of art consisting of aluminum plate metal with satin single color painted finish, installed at the center of the entryway plaza area 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, Nathan Mabry, has hereunto set his hand and seal this ____ day of __________, 20__. 

___________________________________________
_____________________
Address:__________________________________
__________________________________________
____________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 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:______________________
BILL OF SALE: Additional Cast Pelican No. _________

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of _________ dollars ($_________), 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 ____________________ installed at ____________________________.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ____ day of __________, 20__. 

____________________________________________________________________
Address:________________________________________________________________

____________________________________________________________________
STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 20__, by ________________, who is personally known to me or who has produced ____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ________________________________________________
Print ________________________________________________
State of ____________________________________________
My Commission No.: __________________________________
My Commission expires: ________________________________
WARRANTY: Myth (Red Pelican)

Mabry and Pulitzer Studios, Inc. (“Artist”), hereby warrants the Myth (Red Pelican), a work of art consisting of aluminum plate metal with satin single color painted finish installed at the center of the entryway plaza area 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, Nathan Mabry has hereunto set his hand and seal this ___ day of ________, 20__. 

______________________________
______________________________
Address:______________________________

STATE OF _________________ )
COUNTY OF _________________ )

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by ________________, who is personally known to me or who has produced ____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________
Print______________________________
State of __________________________
My Commission No.:________________
My Commission expires:________________
WARRANTY: Additional Cast Pelican No.

Mabry and Pulitzer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of ________________ installed at the ____________________, 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, Nathan Mabry has hereunto set his hand and seal this ____ day of ________, 20__.  

__________________________________________
Address:__________________________________
__________________________________________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of ________, 20__, by ______________, who is personally known to me or who has produced ________________ as identification and who did take an oath.

NOTARY PUBLIC:

__________________________
Sign

__________________________
Print

__________________________
State of

__________________________
My Commission No.:_________________________

__________________________
My Commission expires:______________________
CONTRACTOR’S AFFIDAVIT: Myth (Red Pelican)

STATE OF FLORIDA            )
COUNTY OF PINELLAS           )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, 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 Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed Myth (Red Pelican), a work of art consisting of aluminum plate metal with satin single color painted finish installed at the center of the entryway plaza area of the St. Pete Pier™, for a total price of one hundred fifty thousand dollars ($150,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. 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 fifty thousand dollars ($150,000) to Mabry and Pulitzer Studios, Inc. 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:_____________________

Composite Exhibit C page 5 of 12
CONTRACTOR'S AFFIDAVIT: Additional Cast Pelican No.

STATE OF FLORIDA       )
COUNTY OF PINELLAS     )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, 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 ______________, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of ___________ installed at ____________, for a total price of ______________ dollars ($__________) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. 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 ______________ dollars ($_____________) to Mabry and Pulitzer Studios, Inc. 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: Myth (Red Pelican)

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 Myth (Red Pelican), a work of art consisting of aluminum plate metal with satin single color painted finish installed at the center of the entryway plaza area of the St. Pete PierTM.

2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.

3. Mabry and Pulitzer Studios, Inc. 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 fifty thousand dollars ($150,000).

________________________________________
Address:__________________________________
________________________________________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 20__, by ______________________, who is personally known to me or who has produced __________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________________
Print______________________________________
State of____________________________________
My Commission No.:_________________________
My Commission expires:_______________________
AFFIDAVIT OF NO LIENS: Additional Cast Pelican No.

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 ____________ installed at ____________.

2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.

3. Mabry and Pulitzer Studios, Inc. 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 _________________ dollars ($______________).

________________________________________
_______________________
Address:__________________________________

________________________________________
_______________________

STATE OF _____________   )
COUNTY OF ___________   )

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by ______________________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________________
Print______________________________________
State of __________________________________
My Commission No.:_________________________
My Commission expires:_______________________
APPROVAL AND ACCEPTANCE OF ARTWORK
“Myth (Red Pelican)”

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of aluminum plate metal with satin single color paint finish ("Artwork") installed at the center of the entryway plaza area of the St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated ________________, 2019, 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
“Myth (Red Pelican)”

Artist:        Mabry and Pulitzer Studios, Inc.
Artwork:      Myth (Red Pelican)
Location:     Center of the entryway plaza area 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 Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date:____________________________________

______________________________
______________________________
______________________________
APPROVAL AND ACCEPTANCE OF ARTWORK

“Additional Cast Pelican No. ______”

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of __________ ("Artwork") installed at __________, in a manner that meets all the requirements of the Artist Agreement dated ______________, 2019, 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

“Additional Cast Pelican No. ______”

Artist: Mabry and Pulitzer Studios, Inc.
Artwork: ________________
Location: ________________

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on ______________, 2019, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date:______________________________

______________________________

______________________________
COPYRIGHT AGREEMENT AND ASSIGNMENT: Myth (Red Pelican)

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of Myth (Red Pelican), a work of art consisting of aluminum plate metal with satin single color paint finish installed in the center of the entryway plaza area of the St. Pete Pier™, which work of art (“Artwork”) is owned by Mabry and Pulitzer Studios, Inc., 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.

Mabry and Pulitzer Studios, Inc. 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 Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. 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:______________________
COPYRIGHT AGREEMENT AND ASSIGNMENT: Additional Cast Pelican

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of ____________ installed in ______________, which work of art (“Artwork”) is owned by Mabry and Pulitzer Studios, Inc., 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.

Mabry and Pulitzer Studios, Inc. 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 Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. 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:__________________________________

__________________________________________
Address:__________________________________

STATE OF _____________    )
COUNTY OF ___________    )

The foregoing instrument was acknowledged before me this ____ day of __________, 20__, by ____________________, who is personally known to me or who has produced ____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________________
Print______________________________________
State of____________________________________
My Commission No.:_________________________
My Commission expires:______________________

Composite Exhibit C page 12 of 12
In consideration of payment received by Mabry and Pulitzer Studios, Inc. ("Artist") from the City of St. Petersburg, Florida ("City") for Artist to design, fabricate, and install a work of art entitled Myth (Red Pelican) to be installed in the center of the entryway plaza area of the St. Pete Pier™, and additional cast pelicans to be designed, fabricated, and installed at various locations around the St. Pete Pier™ (collectively, "Artwork"), pursuant to the agreement between the City and Artist dated the ___ day of _______________, 2019 ("Agreement"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Nathan Mabry, hereby waive, disclaim and terminate my rights to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990), in the following circumstances:

- The distortion, damage, destruction, or mutilation results, in whole or in part, from the acts of a party other than the City or the City’s officers, employees, agents, elected or appointed officials acting in their official capacity; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s failure to repair, or restore the Artwork, regardless of the cause necessitating such repair or restoration; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s attempts to repair or restore the Artwork, provided that the City first gave Artist a reasonable opportunity to perform the repairs or restoration in accordance with Section 10.3 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s alteration of the installation site, provided the City complies with the requirements set forth in Section 10.5 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City’s temporary or permanent removal of the Artwork from the installation site and/or subsequent relocation, storage, disposition, destruction, sale, or donation of the Artwork, provided that the City complied with the requirements set forth in Section 10.6 of the Agreement; or
- The distortion, damage, destruction, or mutilation otherwise occurs in accordance with the process set forth in Section 10.6 of the Agreement.

This waiver applies to the use of the Artwork to enhance the site at which it is installed or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site.

I am retaining my rights to disclaim authorship of the Artwork as granted by 17 U.S.C. § 106A(a)(1)-(2); provided, however, that I agree if I exercise such rights to disclaim authorship, I thereby waive all other rights to the Artwork set forth in 17 U.S.C. § 106A, including all rights to prevent its distortion, damage, destruction, or mutilation, however caused.

I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.
I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this ____ day of ________________, 20__. 

BY:  
Sign:___________________________________ Telephone: _________________________  
Nathan Mabry  
Address:____________________________________________________________________
The following page(s) contain the backup material for Agenda Item: Requesting a continued discussion regarding Summer at City Hall to include the application and admission process as referred from the Youth and Family Services Committee. (Councilmember Kornell)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: January 8, 2019

COUNCIL DATE: February 7, 2019

RE: City Council Summer Shadowing Program

ACTION DESIRED:

Respectfully requesting a continued discussion regarding Summer at City Hall to include the application and admission process as referred from the Youth and Family Services Committee.

OBJECTIVE:

At the August 23, 2018 Youth and Family Services Committee, Council Members voted unanimously to continue Summer at City Hall through the Council office on an annual basis. The City of St. Petersburg is the 5th largest city in the state of Florida. With over 2,700 full time and 500 part-time employees in 48 different departments, interns are provided with the unique opportunity to meet with City leaders to further their understanding of local government and municipal policy. Through specialized workshops and meetings facilitated by selected departments, students will become familiar with the day to day tasks and the planning that happens behind the scenes to bring ideas into fruition.

Steve Kornell, Council Member
District 5
The following page(s) contain the backup material for Agenda Item: Requesting the Health, Energy, Resiliency, and Sustainability Committee consider the addition of building codes that would require mobile homes be elevated by two feet above base flood elevation to increase the resiliency and sustainability of new or substantially renovated mobile homes in coastal high hazard areas as identified by FEMA. (Councilmember Gabbard)
Please scroll down to view the backup material.
TO:         Members of City Council

DATE:      January 18, 2019

COUNCIL DATE:   January 24, 2019

RE:       Mobile Home Building Standards

ACTION DESIRED:

Respectfully requesting the Health, Energy, Resiliency, and Sustainability Committee consider the addition of building codes that would require mobile homes be elevated by two feet above base flood elevation to increase the resiliency and sustainability of new or substantially renovated mobile homes in coastal high hazard areas as identified by FEMA.

Brandi Gabbard
Council Member, District 2
The following page(s) contain the backup material for Agenda Item: Referring to an upcoming Committee of the Whole (possibly February 28, 2019) for Administration to provide an update on the Tropicana Field Site. (Vice-Chair Montanari)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: January 17, 2019

COUNCIL DATE: February 7, 2019

RE: Referral to COW for an update on the Tropicana Field Site

ACTION DESIRED:

Respectfully requesting a referral to an upcoming Committee of the Whole (possibly February 28, 2019) for Administration to provide an update on the Tropicana Field Site.

Ed Montanari, Council Member
District 3
The following page(s) contain the backup material for Agenda Item: Requesting a presentation on the proposed amendments to the sign code at the March 14th Public Services and Infrastructure Committee meeting. (Councilmember Kornell)
Please scroll down to view the backup material.
Respectfully requesting a presentation on the proposed amendments to the sign code at the March 14th Public Services and Infrastructure Committee meeting.

This referral is a staff request and I am formally submitting this new business item as a method of informing City Council.

Council Member Steve Kornell - District 5
The following page(s) contain the backup material for Agenda Item: Referring to the Public Services and Infrastructure Committee a discussion of Animal Control services and how we can have better response in the City of St. Petersburg. (Councilmember Kornell)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: January 23, 2019

COUNCIL DATE: February 7, 2019

RE: Animal Control services in the City of St. Petersburg

ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure Committee a discussion of Animal Control services and how we can have better response in the City of St. Petersburg.

Steve Kornell, Council Member
District 5
The following page(s) contain the backup material for Agenda Item: Requesting that an ordinance to name the Sanitation Administrative Building after Benjamin F. Shirley, Sr., pursuant to City Code section 2-512, be brought to the Public Services and Infrastructure Committee meeting on February 28, 2019. (Councilmember Kornell)
Please scroll down to view the backup material.
Respectfully requesting that an ordinance to name the Sanitation Administrative Building after Benjamin F. Shirley, Sr., pursuant to City Code section 2-512, be brought to the Public Services and Infrastructure Committee meeting on February 28, 2019.

This referral is a staff request, and I am formally submitting this new business item as a method of informing City Council.

Council Member Steve Kornell - District 5
The following page(s) contain the backup material for Agenda Item: Requesting City Council approval of a resolution urging the Pinellas County Commission to amend the current code 14-31 titled Unlawful Restraint of Dogs and Cats to extend protections to animals kept in pens, as well as further limiting the amount of time that dogs and cats can be confined outside to two (2) to four (4) hours in a 24 hour period and not between nighttime hours or during inclement weather.
(Councilmember Rice)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: January 28, 2019

COUNCIL DATE: February 7, 2019

RE: A Resolution Supporting Measures to Provide Additional Protections for Animals and Urging the Pinellas County Commission to Amend the County Code § 14-31 titled "Unlawful Restraint of Dogs and Cats"

ACTION DESIRED:

Respectfully requesting City Council approval of a resolution urging the Pinellas County Commission to amend the current code § 14-31 titled "Unlawful Restraint of Dogs and Cats" to extend protections to animals kept in pens, as well as further limiting the amount of time that dogs and cats can be confined outside to two (2) to four (4) hours in a 24 hour period and not between nighttime hours or during inclement weather.

Council Member Darden Rice - District 4

Attachment:

Proposed Resolution
A RESOLUTION SUPPORTING MEASURES TO PROVIDE ADDITIONAL PROTECTIONS FOR ANIMALS; URGING THE PINELLAS COUNTY COMMISSION TO AMEND THE PINELLAS COUNTY CODE TO PROVIDE ADDITIONAL PROTECTIONS FOR ANIMALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pinellas County Code § 14-31 entitled Unlawful Restraint of Dogs and Cats provides certain protections to dogs and cats that are tethered outside by requiring that the owner must be located outside with the tethered animal, the animal is not tethered outside during periods of extreme weather including extreme heat and thunderstorms, the animal tethered outside must be at least six (6) months of age, and the animal must not be sick or injured; and

WHEREAS, these same protections are not extended to dogs and cats that are kept outside in pens; and

WHEREAS, although a puppy could not be tethered outside, a puppy can be left outside in a pen all hours of day and night in extreme heat and thunderstorms so long as it has food, water and access to a doghouse shelter; and

WHEREAS, allowing a puppy or kitten less than six (6) months in age or a dog or cat that is sick or injured to be forced to live in an outdoor pen is cruel and unfair; and

WHEREAS, allowing a dog or cat to be forced to remain in an outdoor pen in all weather, including extreme heat and thunderstorms, is cruel and unfair; and

WHEREAS, the same protections that are made for dogs and cats who are forced to be tethered outside should be extended to dogs and cats that are forced to live in outdoor pens; and

WHEREAS, further protections should be given to dogs and cats to limit the amount of time that dogs and cats can be confined outside to two (2) to four (4) hours in a 24 hour period, and not between nighttime hours or during inclement weather.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council requests that the Pinellas County Board of County Commissioners take prompt action to expand the protections to dogs and cats so penned animals have at least the same projections as tethered animals, and further, limit the amount of time that dogs and cats can be confined outside to two (2) to four (4) hours in a 24 hour period, and not between nighttime hours or during inclement weather.

BE IT FURTHER RESOLVED that that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Pinellas County Board of County Commissioners.

This Resolution shall become effective immediately upon its adoption.
Approved as to form and content:

[Signature]

City Attorney (designee)
The following page(s) contain the backup material for Agenda Item: Requesting an ordinance from staff renaming that portion of 37th Street South from 38th Avenue South to 54th Avenue South which lies within the Skyway Marina District to Skyway Marina Boulevard. (Councilmember Wheeler-Bowman)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: January 31, 2019

COUNCIL DATE: February 7, 2019

RE: Renaming a portion to 37th Street South to Skyway Marina Blvd.

ACTION DESIRED:

Respectfully requesting an ordinance from staff renaming that portion of 37th Street South from 38th Avenue South to 54th Avenue South which lies within the Skyway Marina District to Skyway Marina Boulevard

RATIONALE:

The opportunity for the District to define itself through a street name is significant to the efforts of the District. The District was named 5 years ago, has increased awareness of the area via signage, marketing and promotions, events and economic vitality. Having a street name for the District will more define the District with a sense of pride for the surrounding homes and businesses. The name change will hold significant value for the community within it.

The name Skyway Marina Blvd. would be different from other named streets with “Marina, or Skyway” in them by matching the District name along with the gateway signage on the outskirts of the District. The name change is significant in history being made, the change of times and a growing District to be remembered for years to come. This assists in the pride of the District and the persons living and working in it, along with more public knowledge of the District and a reminder that we are a community working to increase economic growth for the future residents of the District. Allowing this name change would increase a historical opportunity with positivity and appreciation.

Lisa Wheeler-Bowman
District 7
The following page(s) contain the backup material for Agenda Item: Youth & Family Services Committee (1/17/19)
Please scroll down to view the backup material.
Present: Chair Amy Foster, Vice Chair Lisa Wheeler-Bowman, Charlie Gerdes, Steve Kornell – Alternate

Absent: Brandi Gabbard

Also Present: Assistant City Attorney Sharon Michnowicz, Assistant City Attorney Christina Boussias, Assistant to City Clerk Cortney Phillips

Support Staff: Kyandra Darling El-Amin, City Council Legislative Aide

A. Call to Order and Roll Call – 1:40 pm

B. Approval of Agenda and Minutes
CM Gerdes moved to approve the agenda. All were in favor of the motion. CM Kornell asked if he could make an announcement at the end of the meeting. Chair Foster approved.

C. Selection of Chair and Vice Chair
CM Wheeler-Bowman nominated CM Amy Foster for Chair. All members voted in favor. CM Gerdes nominated CM Wheeler-Bowman. All members voted in favor.

D. New/Deferred Business:
USFSP / JHACH Report on Pilot Program to Address Adverse Childhood Experiences in South Pinellas County

The college of education worked with six local Title 1 schools to bring an experiential summer camp onto USFSP’s campus for six weeks all day Monday through Friday. The program is called SMART Leadership camp which stands for Science, Math, Art, Reading and Technology. It is an all-inclusive academic program that focuses on leadership, academics, enrichment and socio-emotional growth.
The camp counselors are USFSP students. Ten students from each Title I school attends allowing for 60 total spaces. After completion of the program, the students are placed in a Leadership Club and continue to meet once a week at their schools throughout the school year. Topics include: leadership and character, stress management/resiliency, peer mediation, conflict resolution, and a community service project.

The pilot was conducted by collecting data regarding trauma from a parent/guardian using the Adverse Childhood Experiences (ACES) questionnaires and collecting the parent/guardians Ace score. Twenty-one percent of the program participants scored 5+ on their ACE scores, greater than the national average of 11%. The program also collected a Child Behavior Checklist to screen for behavioral health concerns. USFSP followed up with families to give referrals for additional services as needed.

There was a 27% increase academically observed from the pre-test and post-test performance completed by participants. The practices of Mindfulness and Restorative Circles were chosen as a part of the program for students to gain awareness and for them to gain additional support with personal and emotional growth. The pilot study also used the Mind Up program, from the Goldie Hawn Foundation, to help students manage stress, their emotions and challenges with resiliency.

Significant improvements were observed between the pre-test and post-test. Parents rated their children’s behavior as significantly less concerning at the end of the summer pilot program. The program also found strong correlation between parent self-reported Adverse Childhood Experience (ACES) scores and parent-rated child ACE scores collected at the start of the pilot. Overall, the presenters rated the pilot as a success.

**Questions and Comments:**

CM Kornell complimented the use of mental health professionals in the pilot program. Additionally, he stated that he has a music program and is looking for a camp to place it in. He suggested using students from the Lakewood High School Jazz Ensemble for the enrichment portion of the program to teach the participants music. He also suggested they reach out to Jay Henson who is good with connecting kids to the African culture if the program had an interest. Mr. Ambush expressed that he likes the idea of having high school students come to work with the elementary participants.

CM Wheeler-Bowman asked how the students were chosen to participate in this program? Mr. Ambush explained that the rising fifth graders were chosen by administrators and teachers as rising leaders. He stated that this ensures a good mix of students who are leaders and students who need a little redirection. Dr. Lyman Dukes III added that JWB
funded the summer camp so there were a group of students that were selected and then the pilot program was plugged into the existing program.

CM Wheeler-Bowman inquired if there were any challenges with transportation that the participants faced? Mr. Ambush answered that the Pinellas County Schools assisted with bussing the students to the program from school.

CM Gerdes stated that funding this program was one of his budget priorities and inquired if there were any funding partners for the items listed on the proposal that reflected only partial funding. Ms. Negrini explained that the percentages provided are grant based. She added that the opportunity to bring in current funding partners and other funders for this project is huge. CM Gerdes clarified his question by asking if they would be able to run the program without receiving the full $300,000. Ms. Negrini answered that the amount that they receive would determine the number of children and families that the program can serve.

CM Gerdes suggested starting with four or five community centers in the highest ACE score categories and then scaling it to four or five more in the next year? Ms. Negrini said that would be a great way to start. CM Gerdes stated that his preference would be to strike any referred patients and to start with the community centers and to grow the program from there.

Chair Foster asked if the program had any challenges and what they learned from those challenges. Mr. Ambush indicated that summer is a tough time with families vacationing. However, he believes the impact would have been stronger in a more sustainable and more centralized space. The numbers would have been better in an after-school program or meeting the students in their own communities. Ms. Negrini added that completing the program in six weeks was a challenge and that it took a lot of effort to engage families. She believes a year-long program would have helped with this process and yielded greater results.

CM Gerdes moved to explore this program further and to nail down details for a budget request to be made. The motion passed unanimously.

CM Gerdes will also follow up with the group to get some more finite details to bring back to YFS.

E. Upcoming Meetings – March 28, 2019
CM Gerdes’s item, Juvenile Auto Theft Mitigation Study, will be ready to present at the next YFS meeting. He believes he will only need half an hour for the presentation.
Chair Foster asked CM Kornell if either of his items would be ready by the next YFS meeting. CM Kornell answered that his item to address homelessness may be ready by then. He added that the Summer at City Hall item would be coming back to full Council to have a discussion regarding the application process. He approved Summer at City Hall to be removed from the referral list for YFS.

CM Gabbard was absent and could not provide details regarding her item on the referral list.

F.  Adjournment – 2:35 pm
Chair Foster adjourned the meeting.
The following page(s) contain the backup material for Agenda Item: Budget, Finance & Taxation Committee (1/24/19)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE REPORT

Meeting of January 24, 2019

Present: Ed Montanari, Chair, Charlie Gerdes, Vice Chair, Amy Foster, Gina Driscoll
Absent: Darden Rice (alternate)
Also: Council Member Steve Kornell; Chief Assistant City Attorney, Jeannine Williams; Assistant City Administrator, Tom Greene; Neighborhood Affairs Administrator, Rob Gerdes; Housing and Community Development Director, Joshua Johnson; Legislative Aide, Kewa Wright; Senior Deputy City Clerk, Cathy E. Davis

Linkage Fee/Nexus Study

Mr. Rob Gerdes, Neighborhood Affairs Administrator provided the committee with the purpose of his presentation, which is to seek approval from Council to negotiate a contract award with Strategic Planning Group, Inc. to conduct a nexus study. In addition, Mr. Robert Gray, President of Strategic Group, was introduced to answer questions following the presentation.

Mr. Gerdes began his presentation by reminding the committee of previous meetings and discussions regarding a nexus study/linkage fee. Essentially, linkage fees are a means for local government to collect monies to help support affordable housing. There must be a rational relationship between the linkage/mitigation fee imposed and the impact of new construction on the need for affordable housing. A nexus study provides information for the workforce housing need created by new developments and statistical support for the fee calculation if a linkage fee is imposed.

Staff solicited an RFP for a nexus study and the scope of work for the study included the following:

- Housing market affordability analysis
- Development feasibility
- Nexus analysis and maximum/recommended fees
- A rational basis for potential exemptions
- Presentation to public and City Council
- Appendix with information on jurisdictions with linkage fees

The City received two responses from the RFP, BAE Urban Economics, Inc. and Strategic Planning Group, Inc. The Evaluation Committee selected Strategic Planning Group, Inc. based on their vast experience in Florida, their cost to conduct the study and met all City requirements.

Mr. Gerdes discussed and provided a timeline of when he met with various organizations and the developer community regarding the nexus study/linkage fee, and the two letters received in opposition to the linkage fees.

If the committee decides to vote on moving forward with a nexus study, it will take approximately six months to complete, there will be public outreach on the results of the study, and discussion on whether to impose a linkage fee as an affordable housing funding tool.
Below are questions, comments and discussion from the committee pertaining to the nexus study:

- The support of conducting a nexus study is not indicative for support of a linkage fee.
- If the cost of $40k to conduct a study would be comprehensive and provide the resources needed to address affordable housing.
- How does the nexus study approach residential and non-residential development?
- If Council decided to take another direction in terms of funding sources, will another study have to be conducted.
- Mr. Gray addressed the concerns from the opposition letters that was provided in the back-up.

**CM Gerdes made a motion to move forward with negotiating a contract to Strategic Planning Group, Inc. to conduct a nexus study.** All were in favor of the motion.

### Memo Regarding Impacts of the Partial Federal Government Shutdown

Chair Montanari introduced the memorandum provided by Mr. Greene on the partial impacts of the federal government shutdown and opened the floor for discussion.

CM Foster noted that the dollar figures provided in the memo are related to City resources only and are not the full scope of our operation. She also inquired about how Pinellas County was able to draw down their CDBG funds and the City was unable to and wondered if it was a timing issue. Mr. Johnson explained that the City was able to draw down its funds from prior years except for FY18/19. CM Foster expressed concern about the number of non-profits in this city competing for the same funding and most of their funding sources are from the government. She would like to find a way to help non-profits build their capacity to become more sustainable and not solely rely on government funding.

CM Gerdes inquired if there are policy guidelines within the Economic Stability Fund that would allow the City to fund outside agencies for emergency purposes. Mr. Greene stated that he would investigate the uses for the Economic Stability Fund and report back to Council on his findings.

CM Driscoll expressed concerns about how SNAP benefits will become a bigger concern if the shutdown continues and if there is anything the City can do to address this issue. She also inquired if the City knew how many residents receive SNAP benefits. Mr. Greene stated he would look into how many residents receive SNAP benefits and provide that information at the January 31st LAIR meeting.

**The meeting adjourned at 9:18 am**
RESOLUTION NO. 2019-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO STRATEGIC PLANNING GROUP, INC. TO CONDUCT AND PROVIDE A COMPLETED NEXUS STUDY FOR AFFORDABLE HOUSING FOR A TOTAL AMOUNT NOT TO EXCEED $40,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 6997 to conduct and provide a completed Nexus Study for Affordable Housing, which garnered two (2) responsive proposals; and

WHEREAS, the evaluation committee (James Corbett, Rick Smith, and Stephanie Lampe) ("Committee") conducted an initial review of the two (2) proposals based solely on the evaluation criteria established in the RFP and invited both firms to participate in an interview and oral presentation with the Committee on November 27, 2018; and

WHEREAS, on November 27, 2018, the Committee conducted interviews with both firms, BAE Urban Economics, Inc. and Strategic Planning Group, Inc. and each firm made an oral presentation to the Committee; and

WHEREAS, on December 11, 2018, the Committee met to re-evaluate the proposals and selected Strategic Planning Group, Inc. to conduct and provide a completed Nexus Study for Affordable Housing; and

WHEREAS, on January 24, 2019, the Budget Finance and Taxation Committee considered the study and determined it would be provide valuable information for the City to potentially pursue multiple strategies to address the City’s need for affordable housing; and

WHEREAS, the Budget Finance and Taxation Committee approved going forward with the study and the selection of Strategic Planning Group, Inc.; and

WHEREAS, funding is available for the study in the Housing Capital Improvement Fund (3000), Affordable/Workforce Housing Project (16670); and

WHEREAS, the Procurement Department, in cooperation with the Neighborhood Affairs Administration, recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is hereby accepted and the award of an agreement to Strategic Planning Group, Inc. to conduct and provide a completed Nexus Study for Affordable Housing for a total amount not to exceed $40,000 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 by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00426269
Present: Committee Members – Committee Chair Steve Kornell, Committee Vice-Chair Ed Montanari, Council Chair Charlie Gerdes, and Council Member Amy Foster

Absent: Council Member Lisa Wheeler-Bowman (Alternate)

Also Present: Council Member Gina Driscoll, Deputy Mayor/City Administrator Dr. Kanika Tomalin, City Attorney Jackie Kovilaritch, and Assistant City Attorney Derrill Mcateer

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to Order – 9:35 AM
2. Approval of Agenda – CM Foster moved approval, all members voted in favor.
3. Approval of January 10, 2019 Minutes – CM Gerdes moved approval, all members voted in favor.

New Business for January 24, 2019

a) Proposal to Amend the Noise Ordinance – Liz Abernethy

Planning and Development Services Director Liz Abernethy began the presentation by reminding the committee of the motion made at the September 20th PS&I committee meeting. At that meeting, CM Gerdes made a motion to move forward with Option #1, with an additional request to maximize penalties to the extent allowed by state law and for administration to return with a presentation on personnel changes to assist with enforcement.

Option #1 - Minor Modifications to Existing Ordinance

- Maintain Plainly Audible System and Distances
  - Distances ranging from 50’-5000’
- Progressive penalties
  - Warning
  - Class 1 fine ($218.00)
  - Double Class 1 fine ($436.00)
  - 30 day suspension of late night permit/sidewalk café permit, or City shall seek injunctive relief from courts.
  - Clarification on who receives citation and possible integration of PD and Business Tax databases

In addition, City Administrator/Deputy Mayor, Dr. Tomalin addressed a question raised by CM Driscoll at the September 20th meeting regarding additional resources for enforcement. Dr. Tomalin stated that based on the increased penalties and the committee’s decision to continue
the use of a plainly audible enforcement system, it was determined that no additional resources were needed at this time.

Ms. Abernethy then explained that option #1 would require amendments to Chapter 3 - Alcoholic Beverages, Chapter 11 - Noise Pollution, and Chapter 16 - Land Development Regulations. The committee was provided with a table summarizing all of the proposed amendments. A majority of the proposed amendments are in the Penalty Section of Chapter 11 and the Use Specific Development Standards of Chapter 16. The changes to Chapter 11 include a formal warning, higher fines, and in cases of multiple repeat offenders; the potential for suspension of extended hours and/or sidewalk café permits. Ms. Abernethy explained that the changes to Chapter 16 would focus on amending language relating to restaurants and bars, sidewalk cafés, outdoor venues with amplified sound, and a proposed requirement for a noise mitigation plan.

CM Driscoll inquired if the changes to the penalties were still progressive. City Attorney Jackie Kovilaritch explained they are progressive and that the two successive fine amounts are maximized at $500, with the addition of suspension and/or injunction options if there is an additional violation within the 365 day time period. Assistant City Attorney Derrill McAteer noted that there was a new provision requiring a written warning before any fine was assessed.

Ms. Abernethy then asked for the committee’s input on what conditions they believed should trigger the requirement for a noise mitigation plan. CM Gerdes asked for clarification as to who would be affected by the proposed requirement. Ms. Abernethy explained that any privately owned outdoor place with an amplified sound system that is located within 1,000 feet of residential use, would require a properly certified noise mitigation and monitoring plan. Ms. Abernethy explained that current businesses will essentially be “grandfathered in” but the amended code could require any new business with plans to use amplified sound outdoors to submit a noise mitigation plan.

CM Montanari inquired what the protocol would be if a restaurant closed down and a new restaurant replaced it, would this require a noise mitigation plan? Ms. Abernethy responded that depending on the type of venue and the hours of operation, a noise mitigation plan may not be necessary but if the new restaurant planned to have after-dinner events such as outdoor amplified music, then a plan would be required. Ms. Abernethy stated that the triggers for a noise mitigation plan could be more narrowly tailored to factor in circumstances such as hours of operation. CM Montanari then asked what the typical cost is for a business owner to obtain a certified noise mitigation plan. Ms. Abernethy responded that cost is dependent on the scale of the location and she would inquire with the city’s noise consultant to get some cost-estimates to share. Ms. Abernethy noted that the requirement for a noise mitigation plan would not be triggered for accessory outdoor areas that are less than 500 square feet.

CM Kornell inquired what the protocol would be if a restaurant has been operating for a period of time and then a residential area is built next to it, would the restaurant be required to acquire a noise mitigation plan? Ms. Abernethy explained that the restaurant would be “grandfathered in” and would not need a noise mitigation plan, unless the restaurant wanted to make changes, such as an expansion to their outdoor patio or the addition of new outdoor speakers, then a noise mitigation plan would most likely be necessary.

CM Kornell asked for clarification on a proposed amendment to Chapter 11 regarding penalties for noise pollution titled “Injunctive Relief.” Assistant City Attorney Derrill McAteer
explained that revocation of sidewalk café and extended hour permits was not included as a penalty in the draft due to 8th Amendment excessive punishment concerns. Legal thought it better to include the injunctive relief provision in the proposed changes to section 11-50 so that if a complete cease of operations due to the inability to utilize a sidewalk café or extended hours permit was to occur, it occurred via an injunctive order from a judge rather than a revocation from the City. The City retains the option to suspend either sidewalk café or extended hour permits under the proposed ordinance, but revocation is not a proposed penalty option for noise violations.

Ms. Abernethy then gave the committee a tentative timeline for the noise ordinance going forward:

- DRC LDR Amendment Review for Consistency with the Comp Plan
- Workshop - February 6
- Public Hearing - March 6
- City Council First Reading - April 4
- City Council Second Reading and Public Hearing - April 18

CM Gerdes made a motion for staff to move forward with option #1 as presented and in coordination with the timeline presented by Ms. Abernethy. All members voted in favor.

The meeting adjourned at 10:30
REPORT

CITY OF ST. PETERSBURG
HEALTH, ENERGY, RESILIENCY & SUSTAINABILITY COMMITTEE MEETING
January 24, 2019

To: The Honorable Chair, Vice Chair, and Members of City Council

From: Darden Rice, Charlie Gerdes, Brandi Gabbard, Gina Driscoll, Ed Montanari (Alternate)

Support Staff: Justin Andrews, City Council Legislative Aide

Re: Health, Energy, Resiliency, and Sustainability Committee Meeting of January 24, 2019

Approval of the Agenda and Minutes
Chair Rice called for approval of the December 13, 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
Election of Chair and Vice Chair
Chair Rice expressed interest in continuing to serve as chair. CM Driscoll nominated CM Rice. The nomination was accepted and approved unanimously. Chair Rice opened nominations for the selection of Vice chair. CM Montanari nominated CM Driscoll. The nomination was accepted and passed unanimously.

Brief Updates (Sharon Wright, Sustainability & Resiliency Director)
Sustainability & Resiliency Director Sharon Wright began with an update to the city’s tree planting efforts. Five corridors (four miles) and over 441 trees have been planted, with completion of the program to occur in 2020. Ms. Wright discussed why nine departments are involved with trees in some way, providing examples. A new position, which would coordinate with the nine departments and oversee tree projects, was summarized. Updates were provided on existing City programs and responsibilities surrounding trees.

Chair Rice stated that while improvements have been made, the protection of existing tree canopy was not discussed. Deputy Mayor Tomalin acknowledged the gap in protection for the city’s existing tree canopy and concurred with Chair Rice and Ms. Wright about the need to hire an additional Arborist.
CM Driscoll asked if the City Beautiful Commission could be brought into the process. Ms. Wright stated that an advisory council was previously discussed, but public interest was not there. Chair Rice stated that it would not be a solution for the issue, instead, a full-time staff member would be required.

CM Montanari alluded to a map showing where new trees were intended to be placed, and asked for an update to compare. Ms. Wright listed the completed corridors and agreed to update the map. CM Montanari expressed his support for CM Driscoll’s statement, and suggested staff consider her suggestion.

Chair Rice stated that she thinks a tree canopy staff person be housed in Parks and Rec, rather than a department that assists with various actions that remove trees. Chair Rice, having a previous obligation left, leaving CM Driscoll as Acting Chair.

Ms. Wright provided an update surrounding the Integrated Sustainability Action Plan (ISAP), mentioning an open house and the editing process. The process of gathering public input was discussed, with “office hours” being made available to discuss the plan.

CM Montanari asked if the $6,000,000 request would be in the 2020 draft budget, and Ms. Wright answered that it was and that her staff was working on it. CM Montanari asked about its relation to a forecasted deficit, and Assistant City Administrator Tom Greene gave a brief explanation.

CM Driscoll stated that the budget request would be better understood with a more detailed explanation in publications. CM Driscoll asked about the top priorities in the budget request, and Ms. Wright stated that the items are equally important. CM Driscoll asked what would happen if a partial amount of the $6,000,000 request was approved. Ms. Wright discussed efforts to secure funding from other sources.

Alexandria Hancock provided updates on Single-use plastics regulation, specifically discussing education efforts in the business community. CM Gerdes mentioned confusion around the ordinance in the community, suggesting some restaurant staff are not familiar with the specifics and other businesses are ignoring the ordinance. CM Gerdes urged staff to continue their efforts to inform the community. Ms. Wright discussed recent input from businesses. Ms. Hancock then discussed the Duke EV pilot program, mentioning that inspections of sites are occurring, with the Manhattan Casino being the first approved.

Ms. Wright gave an update on USF Energy Resource class and the collaboration between the University and the city. Ms. Wright announced a forthcoming report to City Council about the Solar Energy Loan Fund. CM Montanari asked about the different levels of funding each year. Ms. Wright assured that there would be no more funding requests. Mr. Greene provided input.

**Bloomberg American Cities Climate Challenge Award Overview**
Ms. Wright discussed details about the American Cities Climate Challenge and how the City of St. Petersburg will be using the available resources to achieve goals for buildings and transportation. Ms. Wright gave a summary of the selection process and discussed the resources that the award will make available to the city. Ms. Wright detailed the actions the city has committed to, including deep energy retrofitting, increasing use of renewable energy in city buildings, and EV education.

CM Montanari asked about rapid response grants. Ms. Wright stated that it would be additional assistance in securing grants. CM Montanari asked if City staff would be involved in this process, and was assured that they would.

Acting Chair Driscoll thanked Sharon Wright and Alexandria Hancock for their presentation and the work they’ve done so far to achieve the city’s goals. CM Driscoll stated that transportation is a major factor in reducing the city’s carbon footprint and hopes that our regional transportation partners will be open to assisting in any way they can.

There being no further business, Chair Rice adjourned the meeting at 11:58 AM.

The next Committee meeting has been scheduled for February 14, 2019 at 10:50 AM.
The following page(s) contain the backup material for Agenda Item: Committee of the Whole: Coastal High Hazard Areas (1/24/19)
Please scroll down to view the backup material.
Chair Gerdes called the meeting to order then turned the floor over to Planning and Development Services Director Liz Abernethy and Urban Planning and Historic Preservation Manager Derek Kilborn.

Mr. Kilborn said the purpose of the meeting is to discuss text amendments to the Comprehensive Plan and Land Development Regulations. The consideration is whether or not the City should consider map amendment applications that result in residential density within the Coastal High Hazard Area (“CHHA”). Those conditions would occur where map amendments are requested through public hearing process, where evacuation times and shelter capacity are mitigated and where construction is more resilient to storm surge. This is not a meeting to make final decisions, this is a general discussion and attempt to identify next steps. The CHHA has existed since 1985 and has changed several times. In 2016 the Coastal High Hazard Area map had expanded substantially and has caused the City to re-evaluate its current policies. Prior to the change in 2016 the CHHA primarily impacted single family residential properties and preservation areas. Because of the substantial change the CHHA started to impact major planning areas. Prior to 2016 the CHHA encompassed 7,705 acres throughout the city. In 2016 the map was updated and added an additional 8,623 acres which more than doubled impact of the pre-2016 model.
In the City’s Comprehensive Plan, we have Policy 7.1 that states requests for residential density increases within the CHHA shall not be approved. One of the things that was considered with the map changes was what are other area municipalities doing and how that compared to what St. Petersburg is doing with the strict prohibit in the Comprehensive Plan. Mr. Kilborn stated that they looked at Pinellas Countywide Rule 4.2.7.1 that includes a set of balance criteria. The County wide rules are more permissive than the City’s Comprehensive Plan. The initial presentation to the Development Review Commission in 2017 was to adopt verbatim the balancing criteria from the County rule. Following a discussion with the Commission the request was to include to the state statute language as well. The state statute is more permissive than the City’s Comprehensive Plan.

Mr. Kilborn and Ms. Boulding spoke to the where the City is currently in terms of emergency management and shelter space.

Mr. Kilborn commented that of the line items in the state statute refers to mitigation and what options there are. Sometime this includes financial contributions to go to emergency management, constructing new shelter space and may include contribution of land or providing a facility onsite. There is some flexibility in state statute to consider mitigation strategies. City staff is recommending that additional criteria be considered: (i) Location of property is within an activity center or target employment; (ii) ask whether the recommend change furthers the goals and policies of the Integrated Sustainability Action Plan; and (iii) reduction of storm vulnerable structures.

CM Gerdes asked for confirmation that the current language in the Comprehensive Plan would be replaced with the countywide balancing criteria plus the three recommended additional criteria. Mr. Kilborn confirmed that is correct.

CM Kornell questioned if we have to follow the new map completely, could we leave the 7,705 acres alone and make a change to the additional acreage. Ms Abernethy stated that they could add language that would add another layer to balancing criteria that says there shall be no change to the pre-2016 CHHA line, that would be a way to more narrowly geographically limit any additional changes. CM Kornell asked if we could restrict the type off development in the new portion of the CHHA? Ms. Abernethy that yes, they could make a change that only allows increases in nonresidential uses and not allow any change to the underlying density. That is an option.
Mr. Kilborn stated that we may want to make certain criteria mandatory, and other criteria subject to the balancing test.

CM Montanari liked the idea of making some of the criteria mandatory and commented that the City is dealing with a lack of office space and are looking at solving that problem and the need to find places for people to shelter. He would like to find some type of win/win situation where office space could be used as shelter space and craft some type of solution to solve both problems.

CM Gerdes commented that it would be a smart move to mix mandatory criteria with balanced criteria and senses some consensus building asking staff to go forward on a policy basis that says we want to move past a complete prohibition

CM Foster requested that before anything moves forward to Council that it come back to a committee to have further discussion.

CM Driscoll made a motion that City staff move forward with the planning process for changes discussed to the Comprehensive Plan and the future Land Development Regulations with some required elements and balancing criteria and return to a City Council Committee of the Whole meeting within the next six months. **Motion passed unanimously.**

The meeting was adjourned at 2:46
The following page(s) contain the backup material for Agenda Item: A resolution accepting three proposals and approving the award of a one-year agreement with three one-year renewal options to UnitedHealthcare Insurance Company to provide (i) administrative services for the medical portion of the City's group health program, (ii) pharmacy benefit management services for the prescription drug portion of the City's group health program, and (iii) health reimbursement account services, at an estimated annual cost not to exceed $1,875,674; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: A resolution accepting three proposals and approving the award of a one-year agreement with three one-year renewal options to UnitedHealthcare Insurance Company to provide (i) administrative services for the medical portion of the city’s group health program, (ii) pharmacy benefit management services for the prescription drug portion of the city’s group health program, and (iii) health reimbursement account services, at an estimated annual cost not to exceed $1,875,674; authorizing the mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

Explanation: The vendor will provide administrative services for medical, pharmacy and HRA benefits and documentation (including, but not limited to: summary plan descriptions, plan brochures, member insurance cards and utilization and claims reports) and shall administer the plan in compliance with City specifications as defined in the base agreement and with all applicable laws and regulations. Historically medical, PBM and HRA services have been provided under one contract, with the same vendor. In 2018 the City issued separate requests for proposals for these services.

Proposals for PBM services were received from Aetna, Inc., Bollinger Inc., CaremarkPCS Health, LLC, Envision Pharmaceutical Services LLC, Enlove Pharmacy Solutions Inc., Express Scripts Inc., MaxorPlus, Ltd., MedImpact Healthcare Systems, Inc., and UnitedHealthcare Services, Inc. The proposals were evaluated by a five-member committee with the assistance of the City’s consultant, Gallagher Benefit Services. UnitedHealthcare met all requirements of the RFP No. 6907, dated May 1, 2018, provided the lowest projected overall cost, for the prescription drug program and offered the least disruption to members.

Proposals for medical services were received from Aetna Health, Inc., Cigna Health and Life Insurance, and UnitedHealthcare Services, Inc. Proposals were evaluated by a five-member committee with the assistance of the City’s consultant, Gallagher Benefit Services. UnitedHealthcare met all requirements of the RFP at the lowest overall projected cost, with no changes to current medical benefits.

UnitedHealthcare will provide access to their provider network, process claims and perform claim adjudication and will offer and administer disease, care management and wellness programs. UnitedHealthcare will also provide communication tools and resources, a full-time, on-site representative and an annual $50,000 wellness activity budget.

Proposals for HRA services were received from Baker Tilly Vantgen, LLC, Discovery Benefits, Inc. National Benefit Service Center, Inc., P&A Administrative Services, Inc. and UnitedHealthcare Services, Inc. The proposals were evaluated by a five-member committee with the assistance of the City’s consultant, Gallagher Benefit Services. UnitedHealthcare met all requirements of the RFP No. 7086, dated October 12, 2018, and provided the lowest projected overall cost for HRA administrative services.

The Procurement and Supply Management Department, in cooperation with the Human Resources Department, recommends for award:

UnitedHealthcare Insurance Company

Medical and PBM Administrative Services ($42.86 per member per month) * ........ $1,875,674

Total projected cost of group health program ................................................................. $51,790,581

*Dependent upon enrollment
The overall cost of the group health program for the 2019-2020 year is predicted to be 3.7% higher than the prior year. This increase is due to total paid claims being 1.5% higher than previous projections and a greater number of individual claims exceeding $100,000.

The group health program is self-funded; revenues are received via monthly premiums charged to the City, employees and retirees and from other income. Premium rates for plan year 2019-2020 year have been set based on the total projected cost of the program, which includes projected claims, the estimated cost of stop loss insurance, other administrative costs and fees for the Health & Wellness Center.

UnitedHealthcare Insurance Company has met the requirements of RFP No. 6907, dated May 1, 2018, RFP No. 6981, dated July 26, 2018, and RFP No. 7086, dated October 12, 2018 respectively. United currently provides these services to the City and has performed satisfactorily. A blanket purchase agreement will be issued to the vendor and will be binding only for actual services rendered. The agreements will be effective from April 1, 2019, to March 31, 2020, with three, one-year renewal options.

Cost/Funding/Assessment Information: Funds have previously been appropriated in the Health Insurance Fund (5121), Human Resources Group Benefits (0901177).

Attachments:
- Group Health Insurance – Estimated Expenses and Revenues
- Group Health Insurance – Rate History
- Group Health Insurance Rates – Employees
- Group Health Insurance Rates – Retirees (2 pages)
- Plan Summary
- Technical Evaluations (10 pages)
- Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
City of St. Petersburg

April 1, 2019- March 31, 2020 Group Health Program *

Estimated Expenses and Revenues

Estimated Expenses

1. Projected Claims April 1, 2019 – March 31, 2020 $47,173,480
2. Administrative Service Fees – United-Healthcare** $1,864,901
3. Onsite Clinic Expense $1,125,000
4. Estimated Stop Loss Insurance Premiums *** $1,159,290
5. Estimated Internal Administration $457,137

Total Estimated Group Health Program Cost $51,779,808

Estimated Revenues****

1. Revenues from City $35,528,903
2. Revenues from Employees $9,779,162
3. Revenues from Retirees $5,178,831
4. Estimated pharmacy rebates $952,562
5. Medicare Part D Reimbursement $400,000

Total Estimated Group Health Program Revenue $51,839,458

*Not including cost for Humana Medicare Plans for retirees.
**Offset by pharmacy rebates
***Cost of Stop Loss Insurance to be submitted for approval as a separate Consent Agenda item.
****Dependent upon actual enrollments and actual Medicare Part D Reimbursement.
City of St. Petersburg
Group Health Insurance Monthly Rate History

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## City of St. Petersburg

### Group Health Insurance Rates – Retirees
(Retired prior to 2008 plan provision change)

**Effective April 1, 2019**

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City of St. Petersburg

Group Health Insurance Rates – Retirees
(Hired prior to 2009 and Retired after 2008 plan provision change)

Effective April 1, 2019

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<th>Benefit Plan</th>
<th>Monthly TOTAL COST</th>
<th>Monthly CITY CONTRIBUTION</th>
<th>Monthly RETRIEVE COST</th>
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## Plan Design Summary

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<tr>
<th>Plan Design</th>
<th>UHC Choice</th>
<th>UHC Choice Plus</th>
<th>POS HDP Plan</th>
<th>HDHP Bronze Minimum Value Plan</th>
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<tr>
<td>Deductibles (single / family)</td>
<td>750 / $1,500</td>
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<td>$1,750 / $3,500 (x2 OON)</td>
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<td>Coinsurance</td>
<td>0%</td>
<td>10% / 30%</td>
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<td>Maximum Out-of-Pocket (single / family) (includes deductible)</td>
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<td>$5,000 / $10,000 (x3 OON)</td>
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<td>Inpatient Copay</td>
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<td>In - $300 / 5 days, 10% after ded. Out - $300 / 5 days, 30% after ded.</td>
<td>In / Out - 100% after ded.</td>
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<td>ER Copay</td>
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<td>In / Out - 100% after ded.</td>
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<td>In - 10% after ded. Out - 30% after ded.</td>
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<td>Office Visit Copay</td>
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<td>PCP / 2 Star UHC SPC / Other SPC</td>
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<td>Rx Copay (MO x 3) - Accumulates to MAX OOP (after $200/$400 deductible for Tier 2, 3 and 4 drug)</td>
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Summary Work Statement

The City received three proposals for RFP No. 6981 for Insurance, Group Health. The successful offeror(s) will provide group health administrative services at the lowest, long-term net cost to employees, retirees, and dependents. Proposals were received from:

1. Aetna, Inc.
2. Cigna Health and Life Insurance Company
3. United Healthcare Services, Inc.

Evaluation Committee

The evaluations of the eight proposals were conducted by:

- Kanika Tomalin, Deputy Mayor
- Chris Guella, Director, Human Resources
- Vicki Grant, Manager, Human Resources
- Jason Hall, Supervisor, Human Resources
- Lance Stanford, Analyst, Budget and Management
- Chuck Tobin, Gallagher Consulting Services

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience & Qualifications
- Ability to Administer Plan Design
- Customer Satisfaction and Member Services
- Administrative Fees & Estimated Claim Costs
- Network Stability & Accessibility
- Financial Stability
- Contract Terms & Conditions

Offerors’ Profiles

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

Aetna, Inc. was incorporated in Pennsylvania in 1982. The firm has been in business for 40 years and employs 48,694 people. Its strengths include: Local public sector references that are long term clients; high percentage of member access for primary care physicians and hospitals; separate public-sector division; local client service team; 18-month member service training program; comprehensive disease management program; owns network.
Weaknesses include: Significant number of subcontractors for all types of services; did not propose plan design equal to current design; does not offer 24/7 customer service; no statistics on customer satisfaction available; highest overall costs.

The proposal does not meet the City's requirements.

**Cigna Health and Life Insurance Company** is headquartered in Hartford, CT and was incorporated in 1963. The firm has been providing insurance services for over 200 years and employs 37,944 people. Its strengths include: Local public sector references; 24/7 customer service; competitive cost; highest number of contracted providers in Pinellas County.

Weaknesses include: Only 6 weeks of customer service representative training; capitated charges; leased network.

The proposal does not meet the City's requirements.

**United Healthcare Services, Inc.** is headquartered in Minnetonka, MN and was incorporated in 1974. The firm has been providing this service for 45 years and employs 270,000 people. Its strengths include: Florida public sector references; 18 weeks of customer service representative training; dedicated public sector division; comprehensive disease management programs; highest percentage claim discount; competitive costs; owns network; second highest number of providers in Pinellas.

Weaknesses include: Does not have 24/7 customer service.

The proposal meets the City's requirements.

**Shortlisting and Recommendation for Award**

The proposals were initially evaluated solely on the evaluation criteria established in RFP No. 6981. On October 5, 2018, the Evaluation Committee recommended United Healthcare Services, Inc. for Insurance, Group Health. United Healthcare Services, Inc. has met the requirements of RFP No. 6981 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

**United Healthcare Services, Inc.** for Insurance, Group Health was selected for the following reasons:

- Lowest cost
- Strong network
- Extensive history

Chris Guella  
Chair

Kanika Tomalin  
Committee Member

Jason Hall  
Committee Member
Technical Evaluation
958-56 Pharmacy Benefit Management Services

Summary Work Statement

The City received nine proposals for RFP No. 6907 for Pharmacy Benefit Management Services. The successful offeror(s) will provide pharmacy benefit management services at the lowest long-term cost with the least disruption to employees, retirees, and dependents. Proposals were received from:

1. Aetna, Inc.
2. Bollinger, Inc.
3. CaremarkPCS Health, LLC*
4. Envision Pharmaceutical Holdings, LLC
5. Envolve Pharmacy Solutions, Inc.
6. Express Scripts, Inc.
7. MaxorPlus, Ltd.
9. United Healthcare Services, Inc.

*CaremarkPCS Health declined to move forward in the evaluation process due to trade secret/proprietary information.

Evaluation Committee

The evaluations of the eight proposals were conducted by:

- Kanika Tomalin, Deputy Mayor
- Chris Guella, Director, Human Resources
- Vicki Grant, Manager, Human Resources
- Jason Hall, Supervisor, Human Resources
- Kelly Leavens, Analyst, Water Resources
- Chuck Tobin, Gallagher Consulting Services

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience & Qualifications
- Overall Cost
- Pricing Terms
- Contract Terms and Conditions
- Formulary Design
- Customer Satisfaction and Member Services

Offerors' Profiles

Below is a profile of each offeror and a summary of their strengths and weaknesses as reported after the initial, independent review.
Aetna, Inc. was incorporated in Pennsylvania in 1982. The firm has been in business for 40 years and employs 48,634 people. Its strengths include: 40 years of experience; local account manager; experience in working with state and local governments; 24/7 customer service.

Weaknesses include: Member services outsourced, primary team members in different locations, six out of nine in cost avoidance; some exceptions to contract terms; high number of formulary disruptions.

The proposal does not meet the City’s requirements.

Bollinger, Inc. is a subsidiary of Arthur J. Gallagher & Co. and was incorporated in New Jersey in 1993. Bollinger is representing Caremark PCS Health, L.L.C. (CVS Health) in their proposal. Bollinger has been providing prescription benefit consulting services for 30 years and employs 34 people. CVS Health has been administering prescription benefit services for 40 years and employs 20,569 people. Its strengths include: 40 years of experience; 24/7 customer service.

Weaknesses include: Conflict of interest with Bollinger as a subsidiary of Arthur J. Gallagher & Co., who is the consultant assisting in analysis of the proposals.

The proposal does not meet the City’s requirements.

CaremarkPCS Health, LLC is headquartered in Rhode Island and was formed as a limited partnership in the State of Delaware in 2000. It converted from a limited partnership to a limited liability company in 2009. The firm has been providing this service for 40 years and employs 21,078 people.

CaremarkPCS Health, LLC chose not to proceed due to trade secret/proprietary information. As a result, their proposal was not evaluated by the committee.

Envision Pharmaceutical Holdings, LLC is headquartered in Twinsburg, Ohio, and was incorporated in 2003. The firm has been providing this service for 18 years and employs 1,188 people. Its strengths include: Public sector references and claims processed internally.

Weaknesses include: Limited experience; five out of nine in cost avoidance; several contract exceptions; charges for replacement ID cards.

The proposal does not meet the City’s requirements.

Envolve Pharmacy Solutions, Inc. is headquartered in Orlando, and was incorporated in Delaware in 1999. The firm has been providing this service for 20 years and employs 1,758 people. Its strengths include: 1.1 million Florida members; 20 years of experience; long relationships with existing clients; utilizes CVS pharmacy network; office in Orlando; in-depth account management team; one out of nine in cost avoidance; minimal contract exceptions.

Weaknesses include: Highest number of exclusions; six out of nine for formulary disruption.

The proposal does not meet the City’s requirements.

Express Scripts, Inc. is headquartered in St. Louis, MO, and was incorporated in 1986. The firm has been providing this service for 33 years and employs 2,967 people. Its strengths
include: Provided all government references of similar size; two out of nine in cost avoidance; minimal number of formulary disruption; 24/7 customer service.

Weaknesses include: Moderate exceptions to contract terms and conditions; member call center is outsourced; account manager is in St. Louis; pharmacy access is 88.4%.

The proposal does not meet the City's requirements.

MaxorPlus, Ltd. is headquartered in Amarillo, TX, and was incorporated in 1991. The firm has been providing this service for 28 years and employs 691 people. Its strengths include: 28 years of experience; experienced team; minimal exceptions to terms and conditions; 24/7 customer service; large pharmacy network.

Weaknesses include: High number of formulary disruptions; eight out of nine in cost avoidance.

The proposal does not meet the City’s requirements.

Medimpact Healthcare Systems, Inc. is headquartered in San Diego, CA, and was incorporated in 1989. The firm has been providing this service for 30 years and employs 1,500 people. Its strengths include: 30 years of experience; customer service is in-house; minimal formulary disruption; 24/7 customer service.

Weaknesses include: Several exceptions to contract terms and conditions; pharmacy access is 85%; six out of nine in cost avoidance.

The proposal does not meet the City’s requirements.

United Healthcare Services, Inc. is headquartered in Minnetonka, MN, and was incorporated in 1974. The firm has been providing this service for 45 years and employs 270,000 people. Its strengths include: Experienced team; does not outsource claims or call centers; three out of nine in cost avoidance; minimal exceptions to contract terms and conditions; lowest number of formulary disruption; three levels of customer service.

Weaknesses include: Ad-hoc fees for custom reports.

The proposal meets the City’s requirements.

Shortlisting and Recommendation for Award

The proposals were initially evaluated solely on the evaluation criteria established in RFP No. 6907. On October 22, 2018, the Evaluation Committee recommended United Healthcare Services, Inc. for Pharmacy Benefit Management Services. United Healthcare Services, Inc. has met the requirements of RFP No. 6907 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

United Healthcare Services, Inc. for Pharmacy Benefit Management Services was selected for the following reasons:

• Lowest formulary disruption
• 2ND highest cost avoidance
• Extensive experience

Jason Hall  
Chair

Vicki Grant  
Committee Member

Kanika Tomalin  
Committee Member

Chris Guella  
Committee Member

Kelly Leavens  
Committee Member
Technical Evaluation
958-56: Management Services, FSA, HRA, COBRA Accounts

Summary Work Statement

The City received five proposals for RFP No. 7086 for Management Services, FSA, HRA, COBRA Accounts. The successful offeror(s) will provide administrative services for the City's Flexible Spending Accounts ('FSA'), Health Reimbursement Accounts ('HRA'), Consolidated Omnibus Budget Reconciliation Act (COBRA) compliance and Retiree Group Insurance Premium Billing and Collection ('Retiree Billing') at the lowest, long-term net cost to the City and plan members. Proposals were received from:

1. Baker Tilly Vantagen, LLC
2. Discovery Benefits, Inc.
3. National Benefit Service Center, Inc.
4. P&A Administrative Services, Inc.
5. United HealthCare Services, Inc.

Evaluation Committee

The evaluations of the five proposals were conducted by:

- Chris Guella, Director, Human Resources
- Vicki Grant, Manager, Human Resources
- Jason Hall, Supervisor, Human Resources
- Monica Parrish, Analyst, Human Resources
- Elizabeth Trujillo, Technician, Human Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience & Qualifications
- Ability to Administer Plan Design
- Administrative Fees
- Financial Stability
- Contract Terms & Conditions

Offerors' Profiles

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

Baker Tilly Vantagen, LLC was incorporated in Pennsylvania in 1997. The firm has been in business for 22 years and employs 60 people. Its strengths include: Municipal references; large number of COBRA and retiree billing clients; total cost.
Weaknesses include: No Florida references; small sized organization; customer service representatives only available during regular business hours; several exceptions to base agreement.

The proposal does not meet the City's requirements.

**Discovery Benefits, Inc.** is headquartered in Fargo, ND and was incorporated in 1987. The firm has been providing insurance services for 32 years and employs 820 people. Its strengths include: Several public entity references; detailed reporting; large organization; customer service hour availability; lowest cost.

Weaknesses include: No Florida references; several exceptions to base agreement.

The proposal meets the City's requirements for FSA, COBRA, and Retiree Billing.

**National Benefit Service Center, Inc.** is headquartered in Oklahoma and was incorporated in 1958. The firm has been providing insurance services for over 60 years and employs over, 1,700 people. Its strengths include: 36 months guarantee in administrative fees; no exception to base agreement.

Weaknesses include: No Florida references; little detail provided on HRA, COBRA, and Retiree Billing services; unknown customer service hours.

The proposal does not meet the City's requirements.

**P&A Administrative Services, Inc.** is headquartered in Buffalo, NY and was incorporated in 1975. The firm has been providing insurance services for 43 years and employs 170 people. Its strengths include: 3,300 clients; local government references; detailed implementation timeline; long customer service hours; fees guaranteed for life of contract; no contract exceptions.

Weaknesses include: 2nd highest in total fees; did not address banking, claims payments and data transmittal requirements.

The proposal does not meet the City's requirements.

**United Healthcare Services, Inc.** is headquartered in Minnetonka, MN and was incorporated in 1974. The firm has been providing this service for 45 years and employs 270,000 people. Its strengths include: 36-month guarantee in administrative fees; large organization; local reverences; meets plan design requirements.

Weaknesses include: No references for retiree billing services; 12-month fee guarantee for FSA and HRA services.

The proposal meets the City's requirements for HRA services.

**Shortlisting and Recommendation for Award**
The proposals were initially evaluated solely on the evaluation criteria established in RFP No. 7086. On October 5, 2018, the Evaluation Committee recommended United Healthcare Services, Inc. for HRA services and Discovery Benefits for FSA, COBRA, and Retiree Billing services. United Healthcare Services, Inc. and Discovery Benefits have met the requirements of RFP No. 7086 and the offers were determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in both RFP.

United Healthcare Services, Inc. for HRA services was selected for the following reasons:

- Seamless integration with the medical plan
- Local references
- Claim turnaround time

Discovery Benefits, Inc. for FSA, COBRA, and Retiree Billing services was selected for the following reasons:

- Overall cost
- Customer service
- Strong detail provided for claim payments, data transmittal and payroll contributions

Chris Guella  
Chair

Jason Hall  
Committee Member

Vicki Grant  
Committee Member

Monica Parrish  
Committee Member

Elizabeth Trujillo  
Committee Member
RESOLUTION NO. 2019-——

A RESOLUTION ACCEPTING THREE PROPOSALS AND APPROVING THE AWARD OF A ONE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS TO UNITEDHEALTHCARE INSURANCE COMPANY TO PROVIDE (i) ADMINISTRATIVE SERVICES FOR THE MEDICAL PORTION OF THE CITY’S GROUP HEALTH PROGRAM, (ii) PHARMACY BENEFIT MANAGEMENT SERVICES FOR THE PRESCRIPTION DRUG PORTION OF THE CITY’S GROUP HEALTH PROGRAM, AND (iii) HEALTH REIMBURSEMENT ACCOUNT SERVICES, AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $1,875,674; 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 (i) three proposals to provide administrative services for the medical portion of the City’s group health program (pursuant to Bid No. 6907, dated May 1, 2018), (ii) nine proposals to provide pharmacy benefit management services for the prescription drug portion of the group health program (pursuant to RFP No. 6981 dated July 26, 2018), and (iii) five proposals to provide health reimbursement account services (pursuant to Bid No. 7086, dated October 12, 2018); and

WHEREAS, UnitedHealthCare Insurance Company submitted three proposals for, and has met the requirements of, Bid No. 6907, RFP No. 6981, and Bid No. 7086, respectively; and

WHEREAS, the City will pay claims and other expenses and fund health reimbursement accounts associated with the City’s self-funded group health program at an estimated annual cost of $51,790,581; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the proposals are accepted and the award of a one-year agreement with three one-year renewal options to UnitedHealthCare Insurance Company to provide (i) administrative services for the medical portion of the City’s group health program, (ii) pharmacy benefit management services for the prescription drug portion of the City’s group health program, and (iii) health reimbursement account services, at an estimated annual cost not to exceed $1,875,674 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his 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)
00426432
The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation to a three-year blanket purchase agreement with Air Mechanical & Services Corp., for HVAC Maintenance & Repair Services, in the amount of $1,150,000, for a total contract amount of $2,986,900.

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

Subject: Approving an increase in allocation to a three-year blanket purchase agreement with Air Mechanical & Services Corp., for HVAC Maintenance & Repair Services, in the amount of $1,150,000, for a total contract amount of $2,986,900.

Explanation: On June 15, 2017, City Council approved a three-year blanket purchase agreement for HVAC Maintenance & Repair Services. Since the contract approval, several major HVAC replacements were necessary at a number of facilities, including the Police, Fire, Parks and Recreation, Fleet, and Sanitation departments. These equipment replacements are within contract scope. In addition, charges for diagnostic work are discounted from the cost of the equipment replacement, and outages are minimized by utilizing the deployed contractor. Therefore, an increase in allocation is requested to support service, repair, maintenance and replacement requirements through the remainder of the agreement term.

The vendor provides regular preventative maintenance to include inspections, air filter changes, lubricants, refrigerants, compressors, condensers, heating supply and return lines, water lines, air ducts, exhaust fans, repair services, and replacement of parts, materials and supplies. The primary locations are the Parks and Recreation Department, Police Department, the Libraries, Leisure Services Administration, and multiple locations for the Water Resources Department.

The Procurement and Supply Management Department recommends for award:

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<th>Vendor</th>
<th>Amount</th>
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<tr>
<td>Air Mechanical &amp; Services, Corp (Tampa, FL)</td>
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<thead>
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Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Water Resources Operating Fund (4001), Coliseum Operating Fund (1205), Sanitation Operating Fund (4021), Fleet Management Fund (5001), Technology Services Fund (5011), Supply Management Fund (5031), and within various capital projects in the Recreation and Culture Capital Fund (3029), City Facilities Capital Improvement Fund (3031), and Water Resources Capital Projects Fund (4003).

Attachments: Bid Tabulation (4 pages)
Resolution

Approvals:

[Administrative signature]

[Budget signature]
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<td>4</td>
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<td>5</td>
<td>Police K-9 Compound</td>
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<td>N Team Building</td>
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<td>30</td>
<td>Leisure Services Complex</td>
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<th>Terms: Net 30</th>
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<tr>
<td>Air Mechanical &amp; Service Corporation</td>
<td>Tampa, FL</td>
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## Bid Tabulation

**Air Mechanical & Service Corporation**

**Tampa, FL**

**Terms:** Net 30  
**Delivery:** Per Contract Terms

### Group 6

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<th>No.</th>
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<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
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<tbody>
<tr>
<td></td>
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<td></td>
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<td>Limited Service</td>
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**Total Group 6:** $1,020,080.00

### Group 7

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<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
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<tr>
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**Total Group 7:** $33,480.00

### Group 8

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<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
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<td>MONTH</td>
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**Total Group 8:** $17,100.00

### Group 9

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<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
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<tbody>
<tr>
<td></td>
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<td>Limited Service</td>
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<td>Extension</td>
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**Total Group 9:** $142,640.00

### LABOR

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Awards Pending
## IFB 6406 HVAC, Maintenance and Repair Services

**Neal Jones**

**City of St. Petersburg**

**Bid Tabulation**

**Procurement and Supply Management**

### Service Locations

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<tr>
<th>Group No</th>
<th>Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Price per Month</th>
<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
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<tbody>
<tr>
<td>1</td>
<td>Police Headquarters - West Bldg.</td>
<td>36 MONTH</td>
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<td>$6,000.00</td>
<td>$5,000.00</td>
<td>$4,618.00</td>
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<td>$5,000.00</td>
<td>$4,618.00</td>
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<td>Police Headquarters - Annex</td>
<td>36 MONTH</td>
<td></td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$4,618.00</td>
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<td>Police Telecommunications</td>
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<td>Police K-9 Compound</td>
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**Total Group 1**

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<td>$5,000.00</td>
<td>$4,618.00</td>
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<tr>
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**Total Group 2**

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<td>36 MONTH</td>
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<tr>
<td>$520.00</td>
<td>$18,720.00</td>
<td>$256,700.00</td>
</tr>
<tr>
<td>$3,242.00</td>
<td>$129,662.00</td>
<td>$404,000.00</td>
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<tr>
<td>$535.00</td>
<td>$19,260.00</td>
<td>$149,040.00</td>
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<tr>
<td>$889.00</td>
<td>$32,004.00</td>
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</tr>
<tr>
<td>$692.00</td>
<td>$24,912.00</td>
<td>$197,920.00</td>
</tr>
<tr>
<td>$437.00</td>
<td>$15,732.00</td>
<td>$114,400.00</td>
</tr>
<tr>
<td>$1,040.00</td>
<td>$37,440.00</td>
<td>$292,356.00</td>
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<tr>
<td>$808.00</td>
<td>$29,088.00</td>
<td>$225,512.00</td>
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<tr>
<td>$382.00</td>
<td>$13,752.00</td>
<td>$117,856.00</td>
</tr>
<tr>
<td>$401.00</td>
<td>$14,436.00</td>
<td>$187,344.00</td>
</tr>
<tr>
<td>$1,099.00</td>
<td>39,564.00</td>
<td>289,152.00</td>
</tr>
</tbody>
</table>

**Total Group 3**

<table>
<thead>
<tr>
<th>Price per Month</th>
<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$458,000.00</td>
<td>$1,800,000.00</td>
<td>$707,724.00</td>
</tr>
<tr>
<td>$521,000.00</td>
<td>$35,512.00</td>
<td>$166,248.00</td>
</tr>
<tr>
<td>$17,500.00</td>
<td>$2,219,440.00</td>
<td>$116,248.00</td>
</tr>
<tr>
<td>$12,900.00</td>
<td>$1,500,000.00</td>
<td>$123,000.00</td>
</tr>
<tr>
<td>$16,100.00</td>
<td>$1,620,000.00</td>
<td>$109,872.00</td>
</tr>
<tr>
<td>$3,200.00</td>
<td>$1,260,000.00</td>
<td>$3,975,000.00</td>
</tr>
</tbody>
</table>

**Total Group 4**

<table>
<thead>
<tr>
<th>Price per Month</th>
<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$410,436.00</td>
<td>$1,800,000.00</td>
<td>$707,724.00</td>
</tr>
<tr>
<td>$22,968.00</td>
<td>$45,936.00</td>
<td>$100,064.00</td>
</tr>
</tbody>
</table>

**Total Group 5**

<table>
<thead>
<tr>
<th>Price per Month</th>
<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$166,248.00</td>
<td>$1,620,000.00</td>
<td>$109,872.00</td>
</tr>
</tbody>
</table>

**Total Award**

<table>
<thead>
<tr>
<th>Price per Month</th>
<th>Price per Month Maint.</th>
<th>Price per Month 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$190,764.00</td>
<td>$1,000,000.00</td>
<td>$109,872.00</td>
</tr>
</tbody>
</table>

---

**Terms:** Net 30

**Delivery:** 30 Days
### City of St. Petersburg

**Bid Tabulation**

Procurement and Supply Management

---

#### Engineered Air Systems, Inc.

**Tampa, FL**

**Terms:** Net 30

**Delivery:** 30 Days

---

<table>
<thead>
<tr>
<th>Group No.</th>
<th>Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Price per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Johnson Branch Library</td>
<td>36 MONTH</td>
<td></td>
<td>$410.00</td>
</tr>
<tr>
<td></td>
<td>South Branch Library</td>
<td>36 MONTH</td>
<td></td>
<td>410.00</td>
</tr>
<tr>
<td></td>
<td>Mirror Lake Library</td>
<td>36 MONTH</td>
<td></td>
<td>507.00</td>
</tr>
<tr>
<td></td>
<td>Main Library</td>
<td>36 MONTH</td>
<td></td>
<td>1,778.00</td>
</tr>
<tr>
<td></td>
<td>North Branch Library</td>
<td>36 MONTH</td>
<td></td>
<td>459.00</td>
</tr>
<tr>
<td></td>
<td>Total Group 6</td>
<td></td>
<td></td>
<td>$128,304.00</td>
</tr>
<tr>
<td>7</td>
<td>Fire Headquarters</td>
<td>36 MONTH</td>
<td></td>
<td>$1,466.00</td>
</tr>
<tr>
<td></td>
<td>Master Fire Station</td>
<td>36 MONTH</td>
<td></td>
<td>633.00</td>
</tr>
<tr>
<td></td>
<td>Fire Station #4</td>
<td>36 MONTH</td>
<td></td>
<td>375.00</td>
</tr>
<tr>
<td></td>
<td>Total Group 7</td>
<td></td>
<td></td>
<td>$89,064.00</td>
</tr>
<tr>
<td>8</td>
<td>Twin Brooks Golf Course</td>
<td>36 MONTH</td>
<td></td>
<td>$58.00</td>
</tr>
<tr>
<td></td>
<td>Mangrove Bay Golf Course</td>
<td>36 MONTH</td>
<td></td>
<td>468.00</td>
</tr>
<tr>
<td></td>
<td>Cypress Links Golf Course</td>
<td>36 MONTH</td>
<td></td>
<td>120.00</td>
</tr>
<tr>
<td></td>
<td>Total Group 8</td>
<td></td>
<td></td>
<td>$23,256.00</td>
</tr>
<tr>
<td>9</td>
<td>Water Resources, Main Complex</td>
<td>36 MONTH</td>
<td></td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>SW Water Reclamation</td>
<td>36 MONTH</td>
<td></td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td>SE Water Reclamation</td>
<td>36 MONTH</td>
<td></td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td>NW Water Reclamation</td>
<td>36 MONTH</td>
<td></td>
<td>2,000.00</td>
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<tr>
<td></td>
<td>NE Water Reclamation</td>
<td>36 MONTH</td>
<td></td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td>Lift Station 28</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Lift Station 42</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Lift Station 63</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Lift Station 61</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Lift Station 65</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Lift Station 82</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Washington Terrace Pumping Station</td>
<td>36 MONTH</td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>Oberly Pumping Station</td>
<td>36 MONTH</td>
<td></td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td>COSME Water Treatment Plant</td>
<td>36 MONTH</td>
<td></td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td>The Coliseum</td>
<td>36 MONTH</td>
<td></td>
<td>3,000.00</td>
</tr>
<tr>
<td></td>
<td>Total Group 9</td>
<td></td>
<td></td>
<td>$625,400.00</td>
</tr>
</tbody>
</table>

---

**LAbor**

- Hourly labor rate - normal working hours (8:00 am-5:00 pm) $85.00
- Hourly labor rate - after hours (5:01 pm-7:59 am) $120.00
- Hourly labor rate - Saturday, Sunday & Holidays $135.00

---

*Award Pending*
RESOLUTION NO. 2019-_____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $1,150,000 TO THE ALLOCATION FOR THE AGREEMENT WITH AIR MECHANICAL & SERVICES CORP., FOR HVAC MAINTENANCE AND REPAIR SERVICES; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $2,986,900; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2017, City Council approved a three-year agreement ("Agreement") with Air Mechanical & Services Corp., for HVAC maintenance and repair services for the Parks & Recreation Department, Police Department, the Libraries, Water Resources Department and Leisure Services Administration ("Departments").

WHEREAS, an increase in the amount of $1,150,000 to the allocation for the Agreement is necessary to support service, repair, maintenance and replacement requirements through the remainder of the term of the Agreement; and

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

NOW THEREFORE BE IT RESOLVED that an increase in the amount of $1,150,000 to the allocation for the Agreement with Air Mechanical & Services Corp. for HVAC maintenance and repair services is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $2,986,900.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00425522
The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Camo Farms, Inc. for yard waste grinding services with operator for the Sanitation Department, at a total contract amount of $2,500,000. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Camo Farms, Inc. for yard waste grinding services with operator for the Sanitation Department, at a total contract amount of $2,500,000.

Explanation: The Procurement and Supply Management Department received three bids for yard waste grinding services with operator. The bids were opened on December 13, 2018, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camo Farms, Inc. (Tulsa, OK)</td>
<td>$628,500</td>
</tr>
<tr>
<td>Consolidated Resource Recovery, Inc. (Sarasota)</td>
<td>$835,500</td>
</tr>
<tr>
<td>Big Dog Express of South Florida (Pahokee, FL)</td>
<td>$913,458</td>
</tr>
</tbody>
</table>

The vendor will provide all labor, equipment and material necessary for grinding yard waste and logs into mulch. The contract allows for a quarterly fuel cost adjustment to 70 percent of total cost per hour, based on the U.S. Energy Administration East Coast (lower Atlantic) Diesel Fuel Index.

Citizens take approximately 60,000 tons of yard waste and logs to the City's brush sites each year. The City collects the material from the brush sites and delivers it to the single waste grinder site at Lake Maggiore for processing. The mulch that is produced is available free of charge for pick up by citizens. The City also provides the mulch for other uses including biomass fuel, sod production, compost production and stormwater reclamation projects.

The Procurement and Supply Management Department recommends for award:

Camo Farms, Inc. (Tulsa, OK) ......................... $2,500,000
Grinding Service 1,500 HRS @ $419 per Hour

Camo Farms, Inc. has met the requirements of IFB No. 7117, dated November 19, 2018. The company is headquartered in Tulsa, OK, and has been in business since 2012. It has satisfactorily provided these services for Old Castle Materials Inc. in Tulsa, the City of Waco, TX, City of McAllen, TX, City of Garland, TX, and Collin County, TX. This agreement will be effective from the date of approval through January 31, 2022, with one, two-year renewal option. A blanket purchase agreement will be issued to the vendor and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds are available in the Sanitation Operating Fund (4021), Sanitation Department, Recycling (4502297).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]

Administrative  Budget
## City of St. Petersburg
### Bid Tabulation
Procurement and Supply Management

#### Bid No. 7117
Grieang Services, Yard Waste with Operator
Neal Jones

**Bid Tabulation**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asbestos - Survey (Facilities) Grinding Services: Equipment and Operator</td>
<td>1500 Hour</td>
<td>$621.40 $932,100.00</td>
<td>$419.00 $628,500.00</td>
<td>$557.00 $835,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sub Total: 18,642.00</td>
<td>$913,458.00</td>
<td>$835,500.00</td>
</tr>
</tbody>
</table>

- a. Percent and amount of hourly rate for diesel costs:
  - 17% $105.00
  - 25% $139.25

- b. Percent and amount of hourly rate for labor costs:
  - 70% $110.00
  - 75% $417.75

Award Pending
A RESOLUTION ACCEPTING THE BID AND APPROVING
THE AWARD OF A THREE-YEAR BLANKET PURCHASE
AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION
TO CAMO FARMS, INC. FOR YARD WASTE GRINDING
SERVICES WITH OPERATOR FOR THE SANITATION
DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT
TO EXCEED $2,500,000 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 three
(3) bids for yard waste grinding services with operator for the Sanitation Department pursuant to
IFB No. 7117 dated November 19, 2018; and

WHEREAS, Camo Farms, Inc. has met the specifications, terms and conditions of
IFB No. 7117; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council that the bid is
hereby accepted and the award of a three-year agreement with one two-year renewal option to
Camo Farms, Inc. for yard waste grinding services with operator for a total contract amount not
to exceed $2,500,000 for the initial term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

APPROVAL:

City Attorney (designee)
00425817
The following page(s) contain the backup material for Agenda Item: Approving the renewal of blanket purchase agreements with Everingham Electric, Inc. and Riley Electric Co. for City-owned street lighting, for the Engineering and Capital Improvements Department, in the amount of $100,000, for a total contract amount not to exceed $1,014,100.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Everingham Electric, Inc. and Riley Electric Co. for City-owned street lighting, for the Engineering and Capital Improvements Department, in the amount of $100,000, for a total contract amount not to exceed $1,014,100.

Explanation: On February 18, 2016, City Council approved a three-year blanket purchase agreement with Riley Electric, Co. for City-owned street lighting. On March 16, 2017, City Council approved adding P & L Electric, Inc., and Everingham Electric, Inc. as awardees, due to significant increases in repair requirements. The agreements have one year renewal options. Renewals are requested for Everignham Electric Inc. and Riley Electric Co., as P & L permanently ceased operations in 2017. This is the first renewal.

The vendors provide labor, supervision, tools, materials and vehicles necessary for installation, maintenance and repair of damaged fixtures and electrical services on a project-by-project basis. Work includes replacing or installing new lighting fixtures and poles, replacing fixture globes, ballasts, lamps, photocells, fuses, induction generators, or LED drivers, in Biscayne and Flagler acorn decorative lights, as well as bollard fixtures citywide.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends renewal:

<table>
<thead>
<tr>
<th>Street Lighting Repairs and Maintenance</th>
<th>$100,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Everingham Electric, Inc.</td>
<td></td>
</tr>
<tr>
<td>Riley Electric Co.</td>
<td></td>
</tr>
</tbody>
</table>

| Original agreement amount | $914,100 |
| 1st renewal              | 100,000  |
| Total contract amount    | $1,014,100 |

These vendors have agreed to renew under the same terms and conditions of of RFQ No. 5966, dated December 11, 2015. Administration recommends renewal based on the vendors’ past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval, through February 28, 2020, with one, one-year renewal remaining. Amounts paid to vendors under this renewal term shall not exceed a combined total of $100,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in various capital projects in the General Capital Improvements Fund (3001), Citywide Infrastructure CIP Fund (3027), and Recreation & Culture Capital Improvement Fund (3029). Maintenance costs have been previously appropriated in the General Fund (0001), Engineering and Capital Improvements, Street Lighting & Support Division (130.1027).

Attachments: Bid Tabulation

Resolution

Approvals:
City of St Petersburg
Bid Tabulation
Procurement Tabulation

| Item No. | Description | License | Journeyman Electrician including Service Truck
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monday - Friday 8:00 am - 5:00 pm</td>
<td>2,375 HR</td>
<td>Riley Electric Co., Inc. Largo, FL Terms: 2%/10, Net 30 Delivery: 24 hours Unit Price $42.00 $98,750.00 Extended $47.50 $122,812.50</td>
</tr>
<tr>
<td>2</td>
<td>Monday - Friday 5:00 pm - 8:00 am</td>
<td>3 HR</td>
<td>P+L Electric, Inc. Clearwater, FL Terms: 2%/10, Net 30 Delivery: 1 Day Unit Price $47.00 $141.00 Extended $65.00 $195.00</td>
</tr>
<tr>
<td>3</td>
<td>Saturday and Sunday</td>
<td>3 HR</td>
<td>Everingham Electric, Inc. St Petersburg, FL Terms: 2%/10, Net 30 Delivery: 1 day Unit Price $47.00 $141.00 Extended $65.00 $195.00</td>
</tr>
<tr>
<td>4</td>
<td>City Recognized Holidays</td>
<td>3 HR</td>
<td><strong>Total:</strong> $324,108.00 $400,750.00 $350,234.25</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE FIRST RENEWAL OPTION TO THE BLANKET AGREEMENTS WITH EVERINGHAM ELECTRIC, INC. AND RILEY ELECTRIC CO. FOR CITY-OWNED STREET LIGHTING FOR A TOTAL COST NOT TO EXCEED $100,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,014,100; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2016, City Council approved three-year agreements ("Agreements") with Riley Electric Co. for city-owned street lighting; and

WHEREAS, on March 16, 2017 City Council approved adding awardees P & L Electric, Inc. and Everingham Electric, Inc. due to significant increases in repair requirements; and

WHEREAS, in 2017 P & L Electric, Inc. permanently ceased operations; and

WHEREAS, the City desires to exercise the first renewal option with Everingham Electric, Inc. and Riley Electric Co. to extend the term through February 28, 2020 and increase the contract amount by $100,000 for this renewal term; and

WHEREAS, the vendors have complied with the terms and conditions of RFQ No. 5966 dated December 11, 2015; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first renewal option to the blanket agreements with Everingham Electric Inc. and Riley Electric Co. for city-owned street lighting for a total cost not to exceed $100,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total amount shall not exceed $1,014,100.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding on a reimbursement basis in an amount up to $1,175,000 for the 7th Street Sustainable Complete Streets Improvements Project (ECID Project No. 18063-110, Oracle No. 16710) and all other documents necessary to effectuate this transaction; superseding Resolution No. 2018-603; and providing an effective date.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 7, 2019

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding on a reimbursement basis in an amount up to $1,175,000 for the 7th Street Sustainable Complete Streets Improvements Project (ECID Project No. 18063-110, Oracle No. 16710) and all other documents necessary to effectuate this transaction; superseding Resolution No. 2018-603; and providing an effective date.

EXPLANATION: A Cooperative Funding Agreement ("Agreement") has been prepared between the Board of the Southwest Florida Water Management District ("SWFWMD") and the City for a Total Project Cost of $2,350,000.

Under the terms of this Agreement, the City will be reimbursed for up to 50% of the total project cost (or up to $1,175,000) for design, permitting, and construction of stormwater improvements at Bartlett Park and along 7th Street South from 18th Avenue South to 22nd Avenue South. The project’s primary objective is to provide drainage improvements that will alleviate flooding within the neighborhood west of Bartlett Park and within Bartlett Park. The existing stormwater system is undersized and is negatively affected by regional high water levels, resulting in frequent flooding within the neighborhood. Design is expected to be commence in early 2019 and construction to commence in early 2020.

RECOMMENDATION: On December 6, 2018, City Council approved Resolution 2018-603 relating to this matter. The funding information included in that resolution was incorrect. Therefore, Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding on a reimbursement basis in an amount up to $1,175,000 for the 7th Street Sustainable Complete Streets Improvements Project (ECID Project No. 18063-110, Oracle No. 16710) and all other documents necessary to effectuate this transaction; superseding Resolution No. 2018-603; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the design phase of the project have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013) 7 St Sustainable CS Imps FY19 Project (16710). Funding for the construction phase of the project is currently part of the adopted five-year CIP Plan in FY20, funding will be available following City Council Adoption of the City of St. Petersburg FY20 Budget.

ATTACHMENTS: Resolution Agreement Map

APPROVALS: Administration Budget
RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR SWFWMD TO PROVIDE FUNDING ON A REIMBURSEMENT BASIS IN AN AMOUNT UP TO $1,175,000 FOR THE 7TH STREET SUSTAINABLE COMPLETE STREETS IMPROVEMENTS PROJECT (ECID PROJECT NO. 18063-110, ORACLE NO. 16710) AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; SUPERSEDING RESOLUTION NO. 2018-603; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") applied for funding from Southwest Florida Water Management District ("SWFWMD") under its cooperative funding program and has received up to $1,175,000 in funding for the 7th Street Sustainable Complete Streets Improvements Project ("Project"); and

WHEREAS, in order to receive such funding, the City must execute a Cooperative Funding Agreement ("Agreement"), which sets forth the obligations of the City and SWFWMD; and

WHEREAS, the Agreement provides for reimbursement by SWFWMD for Project costs in an amount up to $1,175,000, which is 50% of the total project cost of $2,350,000; and

WHEREAS, the Project consists of design, permitting, and construction of stormwater improvements at Bartlett Park and along 7th Street South from 18th Avenue South to 22nd Avenue South to provide drainage improvements that will alleviate flooding within the neighborhood west of and within Bartlett Park.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding on a reimbursement basis in an amount up to $1,175,000 for the 7th Street Sustainable Complete Streets Improvements Project and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that this resolution shall supersede Resolution No. 2018-603.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00425217

Approved by:

[Signature]
Brijesh Prayman, P.E.
Engineering & Capital Improvements Director
October 26, 2018

Carlos Frey
City of St. Petersburg
One Fourth Street North
St. Petersburg, Florida 33701

Subject: Bartlett Park and 7th Street South Stormwater Improvements
Project No. Q036
Agreement No. 19CF0001860

Dear Mr. Frey:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and the City of St. Petersburg for the subject project. Please have all originals signed and dated, then return them to my attention. One fully executed original will be sent to you for your files after the District’s executive director or designee has signed the agreements. Please keep in mind that the District’s performance and payment pursuant to this agreement is contingent upon the District’s Governing Board appropriating funds in its annual budget for the project, in each fiscal year of this agreement. Appropriated funds are available after October 1st, each year.

If you have any questions, please contact me at the Brooksville office, extension 4135.

Sincerely,

[Signature]

Georgette Brock
Senior Procurement Specialist 3
Procurement Section
Finance Bureau

Enclosures (2)
cc: Joella Schultz
S. Tarokh, PAB
Records (Contract File)
COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
BARTLETT PARK AND 7TH STREET SOUTH STORMWATER IMPROVEMENTS (Q036)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, whose address is One Fourth Street North, St. Petersburg, Florida 33701, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of design, permitting and construction of stormwater improvements at Bartlett Park along 7th Street South, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Joela Schultz
Southwest Florida Water Management District
7601 Highway 301 North
Tampa, Florida 33637
Project Manager for the COOPERATOR:
Carlos Frey
City of St. Petersburg
Post Office Box 2842
St. Petersburg, Florida 33731

Any changes to the above contact information must be provided to the other party in writing.

Reports required under this Agreement may be provided to the DISTRICT Contract Manager via email.

1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT’S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT’S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT’S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Two Million Three Hundred Fifty Thousand Dollars ($2,350,000). The DISTRICT agrees to fund PROJECT
costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to One Million One Hundred Seventy Five Thousand Dollars ($1,175,000), and shall have no obligation to pay any costs beyond this anticipated maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved $122,500 for the PROJECT through Fiscal Year 2019. The COOPERATOR’S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR’S Council of legally available funds.

3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT’S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any expended contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time will the DISTRICT’S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR. The parties acknowledge that the DISTRICT’S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT’S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.

3.3 Unless otherwise provided in the Project Plan, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT’S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT’S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The
DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT’S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT’S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT’S Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT’S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT’S Accounts Payable Lead at 352-796-7211, extension 4108.

3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.
Furthermore, if at any point during the design of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR’S receipt of written notice from the DISTRICT.

3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR’S share of funding contributions under this Agreement.

3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR’S contractor.

3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

“I hereby certify that the costs requested for reimbursement and the COOPERATOR’S matching funds, as represented in this invoice, are directly related to the performance under the Bartlett Park and 7th Street South Stormwater Improvements (Q036) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 19CF0001860), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes $__ of contingency expenses. The COOPERATOR has been allocated a total of $__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and $__ has been allocated to this invoice, reducing the DISTRICT’S and COOPERATOR’S share to $__/__ respectively.”

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT’S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT’S Assistant Executive Director. The DISTRICT’S Assistant Executive Director in consultation with the DISTRICT’S Office of General Counsel will issue the DISTRICT’S final determination. The COOPERATOR’S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.
4. **COMPLETION DATES.**

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. **REPAYMENT.**

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.
5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. OPERATION AND MAINTENANCE.

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved is capable of being achieved within the timeframe required by this Agreement. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit has been maintained. The COOPERATOR’s obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2018 and shall remain in effect through August 30, 2021, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all
required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Performance Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT’S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term “quarterly” shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

9.3 The COOPERATOR must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COOPERATOR shall provide the DISTRICT with the 30%, 60%, 90% and final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the design meets the requirements of the PROJECT, as set forth in the Project Plan. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT’S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the
defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the
COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

18. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.
19. **CONTRACTORS.**

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

20. **THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

21. **LOYBINING PROHIBITION.**

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

23. **COMPENSATORY TREATMENT AND MITIGATION.**

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

24. **GOVERNING LAW.**

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.
25. **SEVERABILITY.**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

26. **COUNTERPARTS.**

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart.

27. **ENTIRE AGREEMENT.**

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. **DOCUMENTS.**

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B."

- Exhibit "A" Project Plan
- Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: __________________________________________ Date
    Amanda Rice, P.E.
    Assistant Executive Director

CITY OF ST. PETERSBURG

By: __________________________________________ Date
Name: _______________________________________
Title: _______________________________________
    Authorized Signatory

COOPERATIVE FUNDING AGREEMENT (TYPE 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
BARTLETT PARK AND 7TH STREET SOUTH STORMWATER IMPROVEMENTS (Q036)
EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION
The PROJECT includes design, permitting, and construction of stormwater improvements at Bartlett Park and along 7th Street South from 18th Avenue South to 22nd Avenue South. The project's primary objective is to provide drainage improvements that will alleviate flooding within the neighborhood west of Bartlett Park and within Bartlett Park. The existing stormwater system is undersized and is negatively affected by regional tailwater conditions, resulting in frequent flooding within the neighborhood. The proposed drainage improvements include low-impact development (LID) elements, a nutrient separating baffle box, and increased conveyance capacity via enlarged piping and natural swales. Water quality improvements provide an additional benefit to the project.

RESOURCE BENEFIT
The reduction of the existing flooding problem during the 10 year, 24-hour storm event. Structure and street flooding currently occurs in the project area and the project impacts the regional or intermediate drainage system.

MEASURABLE BENEFIT
Design, permitting, and construction of stormwater drainage improvements at Bartlett Park and along 7th Street South from 18th Avenue South to 22nd Avenue South that will reduce structure and street flooding in the 48.5 acre surrounding area, in accordance with the permitted plans.

PROJECT TASKS
Key tasks to be performed by the COOPERATOR:

1. DESIGN – The COOPERATOR shall provide the necessary services such as survey, geotechnical services, environmental services, and engineering services to develop design drawings and technical specifications for construction. At each design stage submittal, the COOPERATOR shall provide Resource Benefit calculations and methodology.

2. PERMITTING – The COOPERATOR shall prepare and submit all necessary permit applications and obtain necessary approvals.

3. BIDDING AND CONTRACT AWARD – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design drawings and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items for which reimbursement will be requested from the DISTRICT.

4. CONSTRUCTION – The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.

5. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of
construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.

6. AS-BUILT SURVEY, RECORD DRAWINGS AND SUBSTANTIAL COMPLETION — The COOPERATOR shall obtain and provide to the DISTRICT an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings signed by a professional engineer, and a certification of Substantial Completion, signed by the COOPERATOR, contractor, and engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

7. OPERATION AND MAINTENANCE — The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure the PROJECT functions in accordance with the final design drawings and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES

1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Design drawings at 30%, 60%, 90% and final design levels; include electronic and CAD
4. Estimate of proposed construction cost at 30% design
5. Engineer's opinion of probable cost at 60%, 90% and final design
6. Technical Specifications at 60%, 90% and final design
7. Copy of all required federal, state and local environmental permit approvals and permitted drawings
8. Construction bid packages for cost approval, with reimbursable items identified (prior to posting)
9. Copy of contract with consultant and contractor (for cost approval, prior to execution)
10. Copy of executed contract with consultant and contractor
11. Copy of Notice to Proceed to contractor
12. Copy of construction permits
13. Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
14. Construction inspection reports
15. As-Built Survey
16. Construction Record Drawings
17. Certification of Substantial Completion
18. Resource Benefit calculations and methodology
19. One (1) set, electronic and hardcopy, of any final reports and data files
21. Operation and Maintenance Plan
22. Upon DISTRICT request, biennial Operation and Maintenance Report
**PROJECT SCHEDULE**

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<thead>
<tr>
<th>DESCRIPTION</th>
<th>COMMENCE</th>
<th>COMPLETE</th>
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<tbody>
<tr>
<td>Design and Permitting</td>
<td>04/01/2019</td>
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<tr>
<td>Bidding &amp; Contract Award</td>
<td>11/01/2019</td>
<td>02/01/2020</td>
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<tr>
<td>Construction and Construction Engineering &amp; Inspection (CEI)</td>
<td>02/01/2020</td>
<td>02/01/2021</td>
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<tr>
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<td>03/01/2020</td>
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</table>

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

**PROJECT BUDGET**

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<thead>
<tr>
<th>DESCRIPTION</th>
<th>DISTRICT</th>
<th>COOPERATOR</th>
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<td>$1,175,000</td>
<td>$2,350,000</td>
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</table>

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

The remainder of this page intentionally left blank.
EXHIBIT "B"

MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving $100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

| COOPERATOR: |               |               |               |               |
| AGREEMENT NO.: |               |               |               |               |
| PROJECT NAME: |               |               |               |               |
| TOTAL PROJECT COST: |               |               |               |               |

<table>
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<tr>
<th>NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED</th>
<th>TOTAL AMOUNT PAID</th>
<th>BUSINESS CLASSIFICATION</th>
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<th>NON-CERTIFIED MBE</th>
<th>UNKNOWN</th>
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<td>Section 267.70X(1) F.S.</td>
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<tr>
<td></td>
<td></td>
<td>AFRICAN AMERICAN</td>
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<td></td>
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<td></td>
<td></td>
<td>HISPANIC AMERICAN</td>
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</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>NATIVE HISPANIC AMERICAN</td>
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<tr>
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<td></td>
<td></td>
<td>NATIVE AMERICAN Woman</td>
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* □ Our organization does not collect minority status data.

Signature __________________________ Date ____________

Print Name and Title __________________________

Page 1 of 1
**NEW HIRE ACTION FORM**

<table>
<thead>
<tr>
<th>EMPLOYEE NAME:</th>
<th>Blanchard, Anne E</th>
<th>START DATE:</th>
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<tr>
<td>PREFERRED NAME:</td>
<td>Anne</td>
<td>POSITION #:</td>
<td>0218</td>
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<tr>
<td>EMPLOYEE #:</td>
<td>003466</td>
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<td>JOB PROFILE:</td>
<td>Scientific Technician 5</td>
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<tr>
<td>WORKING TITLE:</td>
<td>Land Management Specialist, Lead</td>
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<tr>
<td>EMPLOYEE TYPE:</td>
<td>Regular</td>
</tr>
<tr>
<td>OVERTIME:</td>
<td></td>
</tr>
</tbody>
</table>

| SUPERVISOR:                      | Reed, John C.              |                  |
| SECTION:                         | Land Management (6320)     |                  |
| BUREAU:                          | Operations and Land Management (600) |                  |
| DIVISION:                        | Operations, Lands and Resource Monitoring (60) |                  |
| LOCATION:                        | Brooksville                |                  |
| MAIL STOP:                       | BKV-6-OPS                  |                  |
| UNIT/FUND:                       | Z63210                     |                  |
The following page(s) contain the backup material for Agenda Item: Approving a job order to J.O. Delotto and Son’s Inc. for construction services to upgrade HVAC systems at the St. Petersburg Sanitation Operations office building, at the Joseph E. Savage Sanitation Complex. Work is being coordinated by the Engineering & Capital Improvements Department for the Sanitation Department, at a total contract amount of $257,114.19; Approving a supplemental appropriation in the amount $20,000 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Administration Department (4502237) for other project costs such as engineering services and other soft costs; and providing an effective date. (Engineering Project No. 17231-024; Oracle No. 16077). Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to J.O. Delotto and Son’s Inc. for construction services to upgrade HVAC systems at the St. Petersburg Sanitation Operations office building, at the Joseph E. Savage Sanitation Complex. Work is being coordinated by the Engineering & Capital Improvements Department for the Sanitation Department, at a total contract amount of $257,114.19; Approving a supplemental appropriation in the amount $20,000 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Administration Department (4502237) for other project costs such as engineering services and other soft costs; and providing an effective date. (Engineering Project No. 17231-024; Oracle No. 16077).

Explanation: J.O. Delotto and Son’s Inc. was one of five job order contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance, and repairs. J.O. Delotto and Son’s Inc. has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance.

The job order will provide for Sanitation Building HVAC upgrades at the City of St. Petersburg Joseph E. Savage Sanitation Complex located at 2001 28th Street North. The Sanitation Operations building requires a new, upgraded HVAC system, ceiling grid, and lights. Most of the existing HVAC system is outdated and nearing the end of its useful life (renovated in 1990). The existing system does not uniformly or adequately control the building temperature. The existing air handling unit (AHU) serving the offices and break room has recently been replaced. The proposed work will include replacement of an additional AHU and other work noted below.

The work consists of the demolition of the existing ductwork, condensing unit and AHU 2. The addition of variable volume airflow devices will allow for more individual control and comfort in the offices as designed by Voltair Consulting Engineers Inc. The other unit that serves the locker room area will also be upgraded. This unit will be a DX split system with a 100% outdoor air unit that treats the outside air. The building will also get an updated controls system. The updated controls system will have temperature, humidity control, and scheduling. The existing ceiling grid will be updated, along with the lights. The new lights will be LED. The insulation on top of the ceiling grid will be supplemented where needed.

Job order contracting allows the City to issue a job order to the contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The Task Catalog price does not include overhead and profit. Overhead and profit are included in the contractors' competitively bid adjustment factor.

The cost of the services to be provided by J.O. Delotto and Son’s, Inc. includes the general conditions, mobilization, and typical construction trades included in the attached contractor price proposal.

The Procurement and Supply Management Department, in cooperation with the Engineering & Capital Improvements Department, recommends:

J.O. Delotto and Son’s, Inc. (Tampa, FL) ........................................................................................................ $257,114.19

This job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.
Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the Sanitation Operating Fund (4021), Sanitation Administration Department (4502237). Additional funding for other project related costs such as engineering services and other soft costs will be available after a supplemental appropriation in the amount of $20,000 from the unappropriated balance of the Sanitation Operating Fund (4021), Sanitation Administration Department (4502237). (Engineering Project No. 17231-024; Oracle No. 16077).

Attachments: Price Proposal (11 pages)
Resolution

Approvals:

[Signatures]

Administrative

Budget
RESOLUTION NO. 2019-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-JOD-0003 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND J.O. DELOTTO AND SON’S INC. (“CONTRACTOR”) DATED APRIL 26, 2018 FOR CONTRACTOR TO UPGRADE HVAC SYSTEMS AT THE ST. PETERSBURG SANITATION OPERATIONS OFFICE BUILDING AT THE JOSEPH E. SAVAGE SANITATION COMPLEX IN AN AMOUNT NOT TO EXCEED $257,114.19; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $20,000 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION OPERATING FUND (4021) FOR OTHER ASSOCIATED PROJECT COSTS TO THE SANITATION ADMINISTRATION DEPARTMENT (4502237); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and J.O. Delotto and Son’s Inc. (“Contractor”) entered into an agreement on April 26, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-JOD-0003 to Contractor to upgrade HVAC systems at the St. Petersburg Sanitation Operations office building at the Joseph E. Savage Sanitation Complex in an amount not to exceed $257,114.19; and

WHEREAS, a supplemental appropriation in the amount of $20,000 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Administration Department (4502237) is necessary to fund other costs associated with this 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 Job Order No. ECI-JOD-0003 to the Agreement between the City of St. Petersburg, Florida and J.O. Delotto and Son’s Inc. (“Contractor”) dated April 26, 2018 for Contractor to upgrade HVAC systems at the St. Petersburg Sanitation Operations office building at the Joseph E. Savage Sanitation Complex in an amount not to exceed $257,114.19.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Sanitation Operating Fund (4021), the following supplemental appropriation for fiscal year 2019:

| Sanitation Operating Fund (4021) | $20,000 |
| Sanitation Administration Department (4502237) |

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00425383

[Signature]
Budget Director
The following page(s) contain the backup material for Agenda Item: Approving the renewal of blanket purchase agreements with SRT Supply Inc., Galls LLC, Signal 15, Inc., Chief Supply Corp, and Dana Safety Supply Inc., for protective body armor for the Police Department, at an estimated annual amount of $100,000, for a total contract amount of $225,000. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with SRT Supply Inc., Galls LLC, Signal 15, Inc., Chief Supply Corp, and Dana Safety Supply Inc., for protective body armor for the Police Department, at an estimated annual amount of $100,000, for a total contract amount of $225,000.

Explanation: On December 14, 2017, the City Council approved a two-year agreement for Body Armor through March 15, 2019. The agreement has two one-year renewals. This is the first renewal.

The suppliers schedule fittings then furnish and deliver body armor vests for the Police Department. Police may select from a variety of manufacturers distributed by the suppliers, including but not limited to: Point Blank Enterprises Inc.; Armor Express; GH Armor Systems; Safariland; Survival Armor; and U.S. Armor. Multiple awards are being recommended to provide diverse choices for fit and comfort.

The Procurement Department, in cooperation with the Police Department, recommends for renewal, utilizing the State of Florida Alternate Contract Source No. 46151504-NASPO-17-ACS:

<table>
<thead>
<tr>
<th>Product</th>
<th>Original Purchase Amount</th>
<th>Renewal Amount</th>
<th>Total Agreement Amount</th>
</tr>
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<tbody>
<tr>
<td>Body Armor</td>
<td>$125,000</td>
<td>$100,000</td>
<td>$225,000</td>
</tr>
<tr>
<td>SRT Supply Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Galls LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signal 15, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Supply Corp.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dana Safety Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The suppliers have agreed to renew under the same pricing, terms and conditions of the State of Florida Contract No. 46151504-NASPO-17-ACS. Administration recommends renewal of the agreements based on the suppliers’ past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement.

This purchase is made in accordance with Section 2-256(2) of the City Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities. Blanket purchase agreements will be issued to each supplier and will be binding only for the actual quantities ordered. The contracts will be effective from the date of renewal through March 15, 2020, with a one-year renewal option remaining. Amounts paid to the suppliers pursuant to this renewal shall not exceed a combined annual total of $100,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department (140).

Attachments: Resolution

Approvals:

Administrative

Budget
A RESOLUTION APPROVING THE FIRST RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENTS WITH SRT SUPPLY, INC., GALLS LLC, SIGNAL 15, INC., CHIEF SUPPLY CORP., AND DANA SAFETY SUPPLY INC. FOR PROTECTIVE BODY ARMOR FOR THE POLICE DEPARTMENT AT TOTAL COST NOT TO EXCEED $100,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $225,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 14, 2017, City Council approved a two-year agreement with two one-year renewals for protective body armor for the Police Department with SRT Supply Inc., Galls LLC, Signal 15, Inc., Chief Supply Corp., and Dana Safety Supply Inc. ("Vendors") through March 15, 2019; and

WHEREAS, the City desires to exercise the first renewal option to extend the term through March 15, 2020 and increase the contract amount by $100,000 for this renewal term; and

WHEREAS, the Vendors have agreed to renew under the same terms and pricing in accordance with the State of Florida Contract No. 46151504-NASPO-17-ACS; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council that the first renewal option to the blanket purchase agreements with SRT Supply Inc., Galls LLC, Signal 15, Inc., Chief Supply Corp., and Dana Safety Supply Inc. for protective body armor for the Police Department at a total cost not to exceed $100,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total amount of the above referenced agreements shall not exceed $225,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)

00425610
The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Frontier Communications of America, Inc., a sole source supplier, for metro ethernet services for the Water Resources Department, for a two-year contract amount of $160,000. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from Frontier Communications of America, Inc., a sole source supplier, for metro ethernet services for the Water Resources Department, for a two-year contract amount of $160,000.

Explanation: The Procurement and Supply Management Department received one proposal for metro ethernet services. The vendor will provide high speed metro ethernet services to eight Water Resources facilities, with a 99.95% uptime availability and four-hour turnaround time on repairs. The metro ethernet service is used for facility-to-facility communications within the Water Resources Department for telephone, City intranet data services, and SCADA data services. This is a mission-critical service for the Water Resources day-to-day operations.

Frontier Communications of America, Inc. satisfactorily provides fiber-based ethernet service to other City locations. A single provider is recommended to establish continuity of data service coverage for all locations. Therefore, a sole source procurement is recommended. In addition, attempts to contract for this service with the alternate major providers, Bright House Networks and Wide Open West Finance, LLC (WoW), under competitive bid were terminated. The reason was the awarded provider was unable to complete the service install as specified within the time frame provided in the scope of services, and the second low bidder was unable able to cover all locations for this service.

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

Frontier Communications of America, Inc. (Norwalk, CT) ......................... $160,000
(Two years @ $80,000 per year)

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service under $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. This agreement will be effective through April 30, 2021. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

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

Attachments: Sole Source Resolution

Approvals:
City of St. Petersburg
Sole Source Request
Procurement & Supply Management

Department: Water Resources (WRD)  Requisition No.  BPA

Check One:  X  Sole Source  Proprietary Specifications

Proposed Vendor: Frontier

Estimated Total Cost: $80,000 annual ($160,000 total for 2 year contract)

Description of Items (or Services) to be purchased:
Metro Ethernet services between 8 WRD facilities.

Purpose of Function of items:
Provide city network resources to remote facilities including; VOIP phone, City intranet, and SCADA connectivity.

Justification for Sole Source of Proprietary specification:
Because compatibility and continuity are paramount in this solution; and due to the additional installation, engineering and termination fees the city would incur in converting to a new provider; as well as potential warranty issues associated with combining providers, a sole source is purchase is recommended.

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

[Signature]
Department Director

[Signature]
Administrator/Chief

Louis Moore, Director
Procurement & Supply Management

12/17/18
Date

10/19/18
Date

Rev (1/11), (6/15)
RESOLUTION NO. 2019-

A RESOLUTION DECLARING FRONTIER COMMUNICATIONS OF AMERICA, INC. AS THE SOLE SOURCE SUPPLIER FOR METRO ETHERNET SERVICES FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A TWO-YEAR AGREEMENT TO FRONTIER COMMUNICATIONS OF AMERICA, INC. FOR METRO ETHERNET SERVICES FOR AN AMOUNT NOT TO EXCEED $160,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") desires to purchase metro ethernet services for the Water Resources Department; and

WHEREAS, Frontier Communications of America, Inc. is the sole source provider of current data service coverage used for mission-critical communication within the Water Resources Department because attempts to contract this service with alternate major providers under competitive bid were terminated due to non-responsiveness; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Frontier Communications of America, Inc. is declared a sole source supplier of metro ethernet services for the Water Resources Department.

BE IT FURTHER RESOLVED that the proposal is hereby accepted and the award of a two-year agreement to Frontier Communications of America, Inc. for metro ethernet services for an amount not to exceed $160,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Legal:

[Signature]
City Attorney (Designee)
00425459
SAINT PETERSBURG CITY COUNCIL

Meeting of February 7, 2019

TO: THE HONORABLE CHARLES GERDES, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of 334 St Pete, generally located between 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South. (Our File: 17-20000008)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create two lots. The applicant has an approved variance to the requirement to install 10-foot sidewalks at the time of platting, the variance allows the owners of the southern lot, located on 3rd Avenue South, to install the sidewalks at the time of redevelopment.

The plat will assemble the lots for redevelopment and is a condition of the associated vacation of right-of-way case 15-33000023. This is a replat of Block 54, Revised Map of St Petersburg, Lots 1 through 9 and Lots 12 through 20 and the vacated alley in the block.

Attachments: Aerial, Resolution, Engineering Conditions dated May 26, 2017, Case 17-54000076 Variance Approval

APPROVALS:

Administrative: [Signature]
Budget: NA
Legal: [Signature]
Aerial
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 17-20000008
Address: 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF 334 St Pete, GENERALLY LOCATED BETWEEN 2ND AVENUE SOUTH AND 3RD AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 17-20000008)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of 334 St Pete, generally located between 2nd Avenue South and 3rd Avenue South between 3rd Street South and 4th Street South, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Planning & Development Services Dept. Date

City Attorney (Designee) Date

1-17-19 1-14-19
LEGAL DESCRIPTION:

From the Northeast corner of Lot 1, Block B1, PLAT Book 10 of the City of ST. PETERSBURG, as recorded in Plat Book 1, Page 11, of said City, to the Southeast corner of the same block, South along a 100' line of road, as determined by said corner, and then along the South line of said block, West along a 100' line of said road to the Northwest corner of the same block, then North along a 100' line of said road to the Northeast corner of the same block, Plat Book 10, City of ST. PETERSBURG, all on the south side of 334 South 5th Street, as described in Plat Book 10, City of ST. PETERSBURG, in the County of Pinellas, Florida.

DECISION:

The undersigned hereby certifies that it is the owner of the herein described tract of land hereby described at Lot 1, 334 ST PETER, and that it delineates the public streets, alleys, public easements, rights of way, and public areas shown on the plat of the subdivision of said lands for the use and purposes herein stated.

ALY 334 ST PETER, LLC, a Florida limited liability company

Gerald Tice, President

Signed and acknowledged in the presence of:

[Signature]
[Signature]
[Name]
[Name]

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of ___________________ 20__, by Gerald Tice, President of ALY 334 ST PETER, LLC, a Florida limited liability company, on behalf of the company. It is a genuine instrument executed by the person or persons who are authorized to sign the same.

I certify that I am the County Clerk of the County of Pinellas, Florida, and that I am authorized to act as Notary Public of the State of Florida.

[Signature]
[Name]

NOTICE:

This plat, as recorded in this graphic form, is the accurate map of the said parcel of land described above and is the basis of all measurements and calculations of area. The boundaries of the land are as described in the plat and are not subject to any errors or omissions of any kind of the plat. There may be additional restrictions that are not recorded on this plat but that are found in the public records of the county.

The platting effort was completed under the supervision of the Florida Department of Agriculture and Consumer Services and the Florida Department of Health. The platting effort was completed under the supervision of the Florida Department of Agriculture and Consumer Services. The platting effort was completed under the supervision of the Florida Department of Agriculture and Consumer Services. The platting effort was completed under the supervision of the Florida Department of Agriculture and Consumer Services.

George F. Young, Inc., PB REI, 9th Floor, 1910 State Street, Suite 560, St. Petersburg, FL 33701 (727) 821-2000
334 ST PETE
BEING A REPLAT OF LOTS 1 THROUGH 9 AND LOTS 12 THROUGH 20, AND THAT VACATED ALLEY LYING IN BLOCK 54, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LYING IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:

APPROVED for the City of St. Petersburg, Pinellas County, Florida, this ___ day of ___, 20__, provided that this plat is recorded in the public records of Pinellas County, Florida, within 90 days from the date of this approval.

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this ___ day of ___, 20__.

CITY COUNCIL

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

COUNTY OF PINELLAS

COUNTY CLERK

Clerk, of the Circuit Court of Pinellas County, Florida, hereby certifies that this plat has been examined and that it complies with all the requirements of the statutes of Florida pertaining to maps and plats and that this plat has been filed for record in

Public Records of Pinellas County, Florida.

Signed this ___ day of ___, 20__, at ___.

___

County Clerk
Pinellas County, Florida

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

In his official capacity as City Surveyor, the undersigned certifies that this plat has been reviewed and is in conformity with the platting requirements of Chapter 177, Part I of the Florida Statutes. The platting data has not been altered.

___

Surveyor

CERTIFICATE OF APPROVAL:

I, Catherine A. Belda, in the capacity of City Surveyor of the City of St. Petersburg, do hereby certify that this plat has been prepared under my direction and supervision and that the plat complies with all the survey requirements of Part I (Chapter 177), Florida Statutes.

Plat surveyed and tie points surveyed on the 24th day of March, 2017.

Catherine A. Belda
City Surveyor

SURVEYOR'S CERTIFICATE:

I, Catherine A. Belda, in the capacity of City Surveyor of the City of St. Petersburg, do hereby certify that this plat has been prepared under my direction and supervision and that the plat complies with all the survey requirements of Part I (Chapter 177), Florida Statutes.

Plat surveyed and tie points surveyed on the 24th day of March, 2017.

Catherine A. Belda
City Surveyor

George F. Young, Inc. LE 821
2855 Riva Ridge, Suite 200, St. Petersburg, Florida
(727) 821-1317

Sheet 2 of 3
334 ST PETE

BEING A REPLAT OF LOTS 1 THROUGH 9 AND LOTS 12 THROUGH 20, AND THAT VACATED ALLEY LYING IN BLOCK 54, REVISED MAP OF THE CITY OF ST. PETERSBURG, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLA COUNTY WAS FORMERLY A PART, LYING IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLA COUNTY, FLORIDA.

2ND AVENUE SOUTH

SHEET 2 OF 2
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: May 26, 2017
SUBJECT: Final Plat
FILE: 17-2000008

LOCATION: 211 3rd Street South; 19-31-17-74466-054-0010
334 2nd Avenue South; 19-31-17-74466-054-0030
None; 19-31-17-74466-054-0060
352 2nd Avenue South; 19-31-17-74466-054-0070
369 3rd Avenue South; 19-31-17-74466-054-0120
321 3rd Avenue South; 19-31-17-74466-054-0150

ATLAS: E-1
PROJECT: Final Plat
REQUEST: Approval of Final Plat

The Engineering Department has no objection to the proposed final plat and recommend that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:
1. Currently this plat indicates that the alley will be vacated (associated case #15-33000023) and retained as utility easement.

   A. If it is the intent for any building to encroach into or over the proposed 20-foot wide public utility easement, the applicant will be required to relocate the 8" public sanitary sewer currently located with the east/west alley, around the subject site. In designing a new sanitary sewer route, the applicant must provide sanitary sewer service to each proposed lot of record.

   B. All construction shall be in compliance with current City Engineering Standards and Specifications and subject to City approval. Necessary design, permitting and construction for the abandonment of the existing sanitary main and reconstruction of the new sanitary main shall be by and at the sole expense of the applicant / developer.

2. This project is within the Downtown National Historic District. All existing roadway brick, granite roadway curbing, and hexagon block sidewalk must be preserved. Any existing brick, granite curbing, or hexagon block which will not be utilized or is contained within the alley to be vacated shall remain the property of the City and shall be neatly stacked, palletized and returned to the City's Maintenance yard by and at the expense of the developer.

3. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase
in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

4. Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

5. As redevelopment occurs, per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

6. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the DC zoning district 10-foot wide sidewalks are required along all street frontages. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

Since the plat encompasses the entire block, the sidewalk requirements would be applicable to 2nd Avenue South, 3rd Avenue South, 3rd Street South, and 4th Street South. Note that per City Code 16.40.140.5.2(A)(d), sidewalks shall be installed within two years following final plat approval and no certificate of occupancy shall be issued prior to installation of required sidewalks. Though it is Engineering's understanding that redevelopment is contemplated only on Lot 1, Block 1, sidewalk requirements would remain applicable to the entire block unless specifically limited or modified by the conditions of final plat approval.
7. As redevelopment occurs, any private encroachments or streetscape improvements which can be approved by the City to be placed within the public right-of-way shall require a Minor Easement Permit per the requirements of City Code Chapter 25, Article VII. Any landscape/streetscape improvements to be placed within FDOT right of way will require the property owner to execute a Parkway Maintenance Agreement with the City. Both approvals are required to clarify private ownership and maintenance responsibility of landscape and streetscape by the property owner.

8. City Land Development regulation 16.40.140.5.9(C) requires that all lines for telephone, electrical, television, and other services distributed by wire or cable be placed underground within the boundaries of the new subdivision when feasible. The cost of undergrounding shall be at the sole expense of the applicant. Overhead lines currently exist within the alley to be vacated.

9. In keeping with City Transportation’s recommendations for pedestrian safety improvements in the downtown district, concrete bulb-outs shall be constructed at the four corners of the subject property as redevelopment occurs. Approval of the bulb-outs is subject to approval by the City and the Florida Department of Transportation if construction is within FDOT right of way. The applicant shall be responsible for the design, permitting, and construction of the improvements. Curb line drainage flumes shall not be permitted to extend through bulb-outs.

10. Required improvements shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement.

11. 3rd & 4th Street South are FDOT controlled rights of way. Issuance of a development permit by the City does not in any way create any rights on the part of the applicant to obtain a permit from a governmental agency and does not create any liability on the part of the City of St. Petersburg for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by other governmental agencies or undertakes actions that result in a violation of state or federal law. The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

STANDARD COMMENTS:
Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).
Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance with FDOT “Uniform Traffic Control Devices for Streets and Highways” and “Roadways and Traffic Design Standards for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City’s Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering’s “Maintenance of Traffic Plan Requirements”, available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City’s Transportation and Parking Management division. Refer to the City’s “Parking Meter Removal & Space Rental Policy During Construction” procedure, available upon request from the City Transportation and Parking Management department. Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR:jw

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – 334 St Pete
December 20, 2017

Echelon Realty Investments, LLC
235 3rd Street South, Suite 200
St. Petersburg, FL 33701-4242

Re: Case No.: 17-54000076
Address: 235 3RD Street South
369 3rd Avenue South
Parcel ID No.: 19-31-17-74466-054-0150
19-31-17-74466-054-0120
Zoning District: DC-1 (Downtown Center – 1)
Request: Approval of a Variance to the Subdivision section 16.40.140.4.2
which requires widening of the existing sidewalks to 10-feet at
time of replat, to allow for the sidewalk widening at time of
redevelopment of the subject parcels adjacent to Lot 2 of the 334
St. Pete Subdivision.

Dear Applicant:

This application to the Development Review Commission (DRC) was administratively approved
on December 8, 2017. The St. Petersburg City Code permits administrative approval of
applications, following the prescribed public notice.

The subject application requests a variance to standard which requires installation of a 10-foot
wide sidewalk at time of replat, see attached narrative. The applicant wishes to postpone such
widening until time of redevelopment of their portion of the subject block. A petition to vacate the
east/west alley of the subject block bounded by 2nd Avenue South on the north, 3rd Avenue
South on the south, 3rd Street South on the east and 4th Street South on the west was approved
in January 2016, case #15-33000023. A condition of the vacation required that the subject
block be replatted within 24-months of the approval. The application for the replat is currently
under review, case #17-2000008, known as the 334 St. Pete Subdivision. The subject block is
being replatted as two lots, one on the north side facing 2nd Avenue South (Lot 1) and one on
the south side facing 3rd Avenue South (Lot 2). The subdivision section 16.40.140.4.2 requires
widening of the existing sidewalks to 10-feet at time of replat, at noted in the attached Case

The redevelopment of the Lot 1 is imminent. A site plan application was approved in June 2017
for construction of a 24-story mixed use building with 203 dwelling units, case #16-31000015.
However, there are no immediate plans to redevelop the south half of the block, and therefore,
the applicant requests to postpone the required widening and reconstruction of the existing 6-
foot sidewalk on the south half of the block, to allow it to occur at time of the future
redevelopment of this portion of the block. The south half of the block, Lot 2, is currently
improved with a 35,560 square foot commercial building on the easterly corner, and parking
along the remaining westerly portion of the block. There is an existing 6-foot wide sidewalk
along the southern half of the subject block, see attached aerial location map.
In summary, the request being approved by the City is to postpone the construction of the wider sidewalks on the southern half of the block until this portion of the block is redeveloped.

Given the following considerations, the request was found to be consistent with the purpose and intent of the Code. This approval is subject to the Special Conditions of Approval of this letter.

COMPATIBILITY WITH STRUCTURE AND/OR NEIGHBORHOOD:
1. Consistency With Established Development Pattern. The proposal is consistent with the prevailing development pattern of the block face or alley. The existing 6-foot wide sidewalk on the south half of the block will not be altered until time of redevelopment.

MINIMAL MAGNITUDE AND/OR MITIGATION OF IMPACT:
2. Minimization of Magnitude. The variance does not allow a reduction in the required sidewalk width, rather, it allows the postponement of the widening. The required sidewalk will be constructed at the required 10-foot width in the future, concurrent with redevelopment of Lot 2.

COMPELLING PUBLIC BENEFIT ASSOCIATED WITH APPROVAL:
3. Revitalization and Redevelopment. The request is consistent with the goals of the Administration within a specified area of the City, the Intown CRA. The request allows the redevelopment of the northern half of the block to proceed, without disruption to the existing office and retail use on the south half of the block. The widening of the sidewalk will occur when this half of the block is redeveloped, as specified in the special conditions of approval noted below. The existing 6-foot wide sidewalk is in good condition, and the proposed construction on the north half of the block will not alter the existing sidewalk on the south half.

SPECIAL CONDITIONS OF APPROVAL:
1. Sidewalk widening and reconstruction for Lot 2 shall occur at time of construction of any buildings or redevelopment as defined under section 16.40.060.2.1.3.A.2. of any portion of Lot 2, prior to issuance of a Certificate of Occupancy for any future buildings or Certificate of Completion, for any future building additions or remodel.
2. Approval of this variance does not grant or imply variances from other sections of the City Code or other applicable regulations.

Please feel free to me at or Elizabeth.Abernethy@stpete.org or 727-892-5344 if you have any questions.

Sincerely,

[Signature]

Elizabeth Abernethy, AICP
Zoning Official (POD)
Development Review Services Division

Attachments: Applicant's narrative, Aerial location map, Case #17-2000008 Engineering Memorandum dated May 27, 2017

cc: sjohnson@echelonre.com
dmastry@trenam.com
Project Location Map
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-54000076
Address: 235 3rd Street South and 369 3rd Avenue South

(nts)
Narrative for Variance
Echelon Realty Investments LLC

Variance to replatting requirements of Section 16.40.140.5.2 to allow the required widening of the portion of sidewalks directly adjacent to Lot 2, including 3rd Ave. S., 4th St. S., and 3rd St. S., to be provided at the time of redevelopment of Lot 2.

American Land Ventures received administrative site plan approval on May 15, 2017 for “The Residences at 334 2nd Avenue South” (the “Project”), which is a 278,874 square foot 24-story mixed-use building with 203 dwelling units. Along with 11,778 square feet of commercial space, the Project will have 6 studio units, 82 one bedroom units, 85 two bedroom units and 30 three bedroom units and a density of 229.6 DUs/acre and a 7.0 FAR.

American Land Ventures, LLC and Echelon, LLC were co-applicants for the vacation of the east/west alley in the block bounded by 2nd Avenue South, 3rd Street South, 3rd Avenue South and 4th Street South. The alley vacation was approved by the Development Review Commission, subject to the condition that the entire block be replatted. American Land Ventures, LLC owns the northern half of the block (“Lot 1”) where the Project is to be built. Echelon Realty Investments LLC (a wholly
owned subsidiary of Echelon LLC, "Echelon") owns the southern half of the
block ("Lot 2") which contains an existing, active three story office building.

It was determined by City Staff, under the Guarantee of Improvements provision under Section 16.40.140.5.2, that the co-applicants are required to install new, widened sidewalks around the entire block that meet the Intown CRA design standards within a period of time not to exceed two years from replat. If co-applicants do not meet this requirement, no final replat of the subdivision can be released under Section 16.40.140.5.2.

Co-applicant, Echelon, is requesting a Variance to the two year Guarantee of Improvements sidewalk installation requirement of Section 16.40.140.5.2 in order to allow the improvements directly adjacent to Lot 2 (Echelon’s property), including 3rd Ave. S., 4th St. S., and 3rd St. S., to be provided at the time of redevelopment of Lot 2. Such required improvements may include, but are not limited to, upgrading streetscape and sidewalks, including corner bump outs, and may be needed to meet minimum code standards (the improvements).
In support of the variance request, Echelon is providing responses to the variance criteria contained in Section 16.70.040.1.6 of the Land Development Regulations. These responses warrant granting the variance.

**Variance Review Criteria**

1. **What is unique about the size, topography, or location of the subject properties? How do these unique characteristics justify the requested variance?**

   The subject properties are unique because the block does not have unification of title and commonality of ownership. The southern portion of the block (Lot 2) has an active three story retail and office building where Echelon has no immediate plans to redevelop the site. The northern portion of the block (Lot 1) is where American Land Ventures has site plan approval to build the Project.

   Echelon does intend to redevelop its property, but has no immediate plans. The variance will allow the required improvements to be incorporated into future development plans. It will also be less of an administrative burden for City Staff.
The Guarantee of Improvement provision for replatting assumes the two different block property owners will redevelop their properties at the same time, which is not the case for subject properties. Moreover, building larger sidewalks on Lot 2 would lead to substantial interference and disruptions with building operations for the active users of the current Echelon building. Therefore, a variance is justified.

2. *Are there other properties in the immediate neighborhood that have already been developed or utilized in a similar way? If so, please provide addresses and a description of the specific structures being referenced.*

There are numerous examples of blocks that have different sidewalk streetscapes that meet the Intown CRA design requirements on one side of the block and do not meet the Intown CRA design requirements on another side of the block.

One nearby example is the block immediately north of the subject properties between 1st Ave S and 2nd Ave S, and 3rd St. S and 4th St. S. The sidewalk facing 1st Ave S. on this block is a wide sidewalk that appears to meet the Intown CRA design
requirements while the sidewalk on 2nd Ave S is a narrower sidewalk that does not meet the Intown CRA design requirements.

3. **How is the requested variance not the result of the applicant?**

   The co-applicants are not responsible for this requirement which assumes both land owners will redevelop the two properties at the same time, within 2 years of finalizing the replat.

4. **How is the requested variance the minimum necessary to make reasonable use of the property?**

   American Land Ventures will improve the sidewalk immediately adjacent to Lot 1, as required by code. Echelon is agreeing to improve the sidewalks adjacent to Lot 2 as it redevelops Lot 2.

   It is Echelon’s intention to redevelop Lot 2. It would be unreasonable and cost burdensome for Echelon to build the sidewalks, and then have to demolish and build new sidewalks prior to starting a new development project, only to demolish and rebuild the sidewalks again at the time of a new redevelopment project.
Moreover, having Echelon agree to a time frame would be unreasonable because of the interference and disruptions with current building operations.

5. **What other alternatives have been considered that do not require a variance? Why are these alternatives unacceptable?**

   Based on existing conditions, there are no other alternatives to be considered.

6. **In what ways will granting the requested variance enhance the character of the neighborhood?**

   - This will allow for the Project to go forward which will allow additional housing options in downtown, along with additional patrons to support downtown businesses.

   - The sidewalks on the north side of the block, along with other accompanying streetscape, will be improved to a significantly better aesthetic condition than today’s condition.

   - More trees will be installed which will shade pedestrians on the sidewalks adjacent to the Project, adding to the pedestrian experience.
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to accept an Assistance Funding Purchase Order ("Order") from the Florida Fish and Wildlife Conservation Commission ("FFWCC") Gopher Tortoise Habitat Management Program for a Gopher Tortoise Habitat Management Plan Phase VII Project at Boyd Hill Nature Preserve at a maximum reimbursement amount of $15,000; and to execute all other documents necessary to effectuate the Order; approving a supplemental appropriation in the amount of $15,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Boyd Hill Nature Trail (1902389) Gopher Tortoise Habitat Management Plan Phase VII Project (TBD); and providing an effective date. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 7, 2019

To: City Council Chair and Members of City Council

Subject: A resolution authorizing the Mayor or his designee to accept an Assistance Funding Purchase Order ("Order") from the Florida Fish and Wildlife Conservation Commission ("FFWCC") Gopher Tortoise Habitat Management Program for a Gopher Tortoise Habitat Management Plan Phase VII Project at Boyd Hill Nature Preserve at a maximum reimbursement amount of $15,000; and to execute all other documents necessary to effectuate the Order; approving a supplemental appropriation in the amount of $15,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Boyd Hill Nature Trail (1902389) Gopher Tortoise Habitat Management Plan Phase VII Project (TBD); and providing an effective date.

Explanation: The FFWCC Gopher Tortoise Habitat Management Program has awarded the City an Assistance Funding Purchase Order ("Order") in the amount of $15,000 for a Gopher Tortoise Habitat Management Plan Phase VII Project at Boyd Hill Nature Preserve ("Preserve"). The Preserve has a large population of gopher tortoises and burrows; however, vegetation is becoming too dense to sustain the foraging and burrowing needs of the tortoises. The proposed management activities will create forest openings to increase suitable habitat at the site for the tortoises. Work under this Order includes a prescribed burn of 65 acres of sand pine scrub, mechanical treatment of sabal palms, and selective herbicide treatment of non-native invasive plants to include saw palmetto and pines in units 1 and 2 to be done by a third party contractor. In Florida, the gopher tortoise is listed as a "threatened" species, and therefore, the tortoise and its burrow are protected under state law. Based on the above information, administration recommends adoption of the attached resolution authorizing the Mayor or his designee accept an Assistance Funding Purchase Order ("Order") from the Florida Fish and Wildlife Conservation Commission ("FFWCC") Gopher Tortoise Habitat Management Program for a Gopher Tortoise Habitat Management Plan Phase VII Project at Boyd Hill Nature Preserve at a maximum reimbursement amount of $15,000; and to execute all other documents necessary to effectuate the Order.

Cost/Funding/Assessment Information: Revenues of up to $15,000 are to be received from this Order. A supplemental appropriation in the amount of $15,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues, to the Parks & Recreation Boyd Hill Nature Trail (1902389) Gopher Tortoise Habitat Management Plan Phase VII Project (TBD) will be necessary.

Attachment: Resolution

Approvals:

Administration: ___________________________ Budget: ___________________________

Legal: ___________________________
Resolution No. 2019-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT AN ASSISTANCE FUNDING PURCHASE ORDER ("ORDER") FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("FFWCC") GOPHER TORTOISE HABITAT MANAGEMENT PROGRAM FOR A GOPHER TORTOISE HABITAT MANAGEMENT PLAN PHASE VII PROJECT AT BOYD HILL NATURE PRESERVE AT A MAXIMUM REIMBURSEMENT AMOUNT OF $15,000; AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE ORDER; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $15,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION BOYD HILL NATURE TRAIL (1902389) GOPHER TORTOISE HABITAT MANAGEMENT PLAN PHASE VII PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FFWCC Gopher Tortoise Habitat Management Program has awarded the City an Assistance Funding Purchase Order ("Order") in the amount of $15,000 for a Gopher Tortoise Habitat Management Plan Phase VII Project at Boyd Hill Nature Preserve ("Preserve"); and

WHEREAS, the Preserve has a large population of gopher tortoises and burrows; however, vegetation is becoming too dense to sustain the foraging and burrowing needs of the tortoises; and

WHEREAS, the proposed management activities will create forest openings to increase suitable habitat at the Preserve for the tortoises; and

WHEREAS, the work under this Order includes a prescribed burn of 65 acres of sand pire scrub, mechanical treatment of sabal palms, and selective herbicide treatment of non-native invasive plants to include saw palmetto and pines in units 1 and 2 to be done by a third party contractor; and

WHEREAS, in Florida, the gopher tortoise is listed as a "threatened" species, therefore, the tortoise and its burrow are protected under state law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept an Assistance Funding Purchase Order ("Order") from the Florida Fish and Wildlife Conservation Commission ("FFWCC") Gopher Tortoise Habitat Management Program for a Gopher Tortoise Habitat Management Plan Phase
VII Project at Boyd Hill Nature Preserve, at a maximum reimbursement amount of $15,000; and to execute all other documents necessary to effectuate the Order; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues, the following supplemental appropriation for FY19:

**General Fund (0001)**
Parks & Recreation Boyd Hill Nature Trail (1902389)
Gopher Tortoise Habitat Management Plan
Phase VII Project (TBD) $15,000

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]

Administration: [Signature]

Budget: [Signature]

Legal: 00424681
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-01-ARC (“Task Order”), as revised, to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. (A/E), dated December 23, 2015, for A/E to provide additional design, bidding, and construction administration services related to the fire protection engineering design services for a fire sprinkler system for the Cue House in an amount not to exceed $6,380; providing that the total Task Order, as revised and amended, shall not exceed $68,580; (ECID Project No. 11201-117 and Oracle No. 12868); and providing an effective date.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 7, 2019

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-01-ARC ("Task Order"), as revised, to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. (A/E), dated December 23, 2015, for A/E to provide additional design, bidding, and construction administration services related to the fire protection engineering design services for a fire sprinkler system for the Cue House in an amount not to exceed $6,380; providing that the total Task Order, as revised and amended, shall not exceed $68,580; (ECID Project No. 11201-117 and Oracle No. 12868); and providing an effective date.

EXPLANATION: On December 23, 2015, City Council approved an A/E Agreement between the City of St. Petersburg and ARC3 Architecture, Inc. ("A/E") for City Facility Improvement projects.

On January 6, 2016, ECID administratively approved Task Order CID-15-01-ARC in the amount of $41,800, which provided for design and construction administration services for renovation of the Mirror Lake Complex.

On February 10, 2016, ECID administratively approved Task Order CID-15-01-ARC, Revision No. 1 in the amount of $20,400, for additional schematic design and construction phase services for the Mirror Lake Complex. The scope of services included the design of new electrical, HVAC and fire protection for the Ballroom building, Shuffleboard Clubhouse and other lease spaces at the Mirror Lake Clubhouse. The design and construction administration services have been completed. The aggregate authorized amount of the Task Order is $62,200.

Amendment No. 1 to Task Order No. CID-15-01-ARC in the amount of $6,380 shall provide professional architectural services included but not limited to, schematic design, design development, construction documents, bidding and construction administration for additional scope items relating to the fire protection engineering design services for a fire sprinkler system for the Cue House. As part of the permit review for the tenant improvements to the Cue House, the addition of an automatic fire sprinkler system was proposed for the Cue House. Since ARC3 provided full fire protection design services to the adjoining buildings, the design of the extension of the fire service to the Cue House is proposed to be added to the ARC3 Task Order. The aggregate authorized amount of the Task Order is $68,580.

Task Order No. CID-15-01-ARC, Amendment No. 1 to Task Order include the following phases and associated not to exceed costs respectively:

CID-15-01-ARC   Design and Construction Services   $ 41,800.00  (Approved)

Revision No. 1   Additional Services for Ballroom, Shuffleboard and other lease area   $ 20,400.00  (Approved)
Amendment No 1  Phase 1 – Schematic Design  $ 840.00  (New)
Phase 2 – Construction Documents  $ 3,180.00  (New)
Phase 3 – Permitting  $ 670.00  (New)
Phase 4 – Bidding  $ 170.00  (New)
Phase 5 – Limited Construction Administration  $ 1,520.00  (New)

Consultant Total  $ 68,580.00

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

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-01-ARC ("Task Order"), as revised, to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. (A/E), dated December 23, 2015, for A/E to provide additional design, bidding, and construction administration services related to the fire protection engineering design services for a fire sprinkler system for the Cue House in an amount not to exceed $6,380; providing that the total Task Order, as revised and amended, shall not exceed $68,580; (ECID Project No. 11201-117 and Oracle No. 12868); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Recreation and Culture Improvement Fund (3029), Mirror Lake Complex Upgrade 11 Project (12868).

ATTACHMENTS:  Resolution
Amendment No. 1 to Task Order No. CID-15-01-ARC

APPROVALS:  Administrative  Budget
RESOLUTION 2019-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. CID-15-01-ARC ("TASK ORDER"), AS REVISED, TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ARC3 ARCHITECTURE, INC. (A/E), DATED DECEMBER 23, 2015, FOR A/E TO PROVIDE ADDITIONAL DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE FIRE PROTECTION ENGINEERING DESIGN SERVICES FOR A FIRE SPRINKLER SYSTEM FOR THE CUE HOUSE IN AN AMOUNT NOT TO EXCEED $6,380; PROVIDING THAT THE TOTAL TASK ORDER, AS REVISED AND AMENDED, SHALL NOT EXCEED $68,580; (ECID PROJECT NO. 11201-017:2.1 AND ORACLE NO. 12868); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and ARC3 Architecture, Inc. ("A/E"), entered into an architect/engineering agreement on December 23, 2015 for A/E to provide miscellaneous professional services for City Facility Improvements Projects; and

WHEREAS, on January 6, 2016, Administration issued Task Order No. CID-15-01-ARC ("Task Order") in an amount not to exceed $41,800 for A/E to provide design and construction administration services related to the Mirror Lake Complex Upgrades; and

WHEREAS, on February 10, 2016, Administration approved Revision No. 1 to the Task Order in an amount not to exceed $20,400, for A/E to provide additional schematic design and construction phase services of new electrical, HVAC and fire protection for the Mirror Lake ballroom, Shuffleboard Clubhouse and other lease spaces at the Mirror Lake Complex; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order, as revised, for A/E to provide additional schematic design, design development, construction documents, bidding and construction administration for additional scope items relating to the fire protection engineering design services for a fire sprinkler system for the Cue House in an amount not to exceed $6,380.

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 Amendment No. 1 to Task Order No. CID-15-01-ARC ("Task Order"), as revised, to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and ARC3 Architecture, Inc. (A/E), dated December 23, 2015, for A/E to provide additional design, bidding, and construction administration services related to the fire protection engineering design services for a fire sprinkler system for the Cue House in an amount not to exceed $6,380.

BE IT FURTHER RESOLVED that the total Task Order, as revised and amended, shall not exceed $68,580.

This resolution shall become effective immediately upon its adoption.

Approved by:  
[Signature]  
Legal Department  
By: (City Attorney or Designee)

Approved by:  
[Signature]  
Brijesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director

00425720
## ATTACHMENT A

**Transaction Report**
for
ARC3 Architecture, Inc.
**Miscellaneous Professional Services for City Facility Improvement Projects**
A/E Agreement Effective - December 23, 2015
A/E Agreement Expiration - December 22, 2019

<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<tr>
<td>CID-15-01-ARC</td>
<td>11201-017</td>
<td>Mirror Lake Complex Upgrades</td>
<td>01/06/16</td>
<td>41,800.00</td>
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<td>Rev No. 1 - Add 'l professional services</td>
<td>02/10/16</td>
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<td></td>
<td>Amendment No. 1</td>
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<td>CID-15-02-ARC</td>
<td>15218-019</td>
<td>Mahaffey Theater Orchestra Shell</td>
<td>01/26/16</td>
<td>62,500.00</td>
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<td></td>
<td></td>
<td>Amend No. 1 - Construction Docs/Construction Admin Svcs</td>
<td>06/22/16</td>
<td>184,850.00</td>
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<td>CID-15-03-ARC</td>
<td>16206-017</td>
<td>North Shore Maintenance Bldg. Addition</td>
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<td>6,250.00</td>
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<td>CID-15-04-ARC</td>
<td>11234-018</td>
<td>Woodlawn Park (PD Shooting Range)</td>
<td>03/08/16</td>
<td>15,700.00</td>
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<td>CID-15-05-ARC</td>
<td>N/A</td>
<td>Main Fire Station Renovation – Dorm Room</td>
<td>05/26/16</td>
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<td>CID-15-06-ARC</td>
<td>17226-019</td>
<td>Greenhouse Buildout at City Hall Annex (Formerly Project No. 15225-019)</td>
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<td>CID-15-07-ARC</td>
<td>14215-017</td>
<td>Walter Fuller Park Concessions Renovation Rev No. 1 - Additional Professional Services</td>
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<td>1,250.00</td>
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<td>4,400.00</td>
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<td>CID-15-08-ARC</td>
<td>16202-019</td>
<td>Mirror Lake Complex Waterproofing</td>
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<td>CID-15-09-ARC</td>
<td>15221-017</td>
<td>Campbell Park RR Bldg - ADA Addition</td>
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<td>6,000.00</td>
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<td>CID-15-10-ARC</td>
<td>16202-019</td>
<td>Sunshine Center - Roof Repair Design</td>
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<td>CID-15-11-ARC</td>
<td>N/A</td>
<td>Campell Park RR/Concessions Bldg.</td>
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<td>CID-15-12-ARC</td>
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<td>LSC Roof/Canopy Replacement</td>
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<td>CID-15-13-ARC</td>
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<td>Facility Roof/Waterproofing FY15 - Woodlawn Park (Police Athletic League Bldg) Re-Paint</td>
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<td>01</td>
<td>16209-017</td>
<td>Willis S. Johns Exterior Painting</td>
<td>03/15/17</td>
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<td>02</td>
<td>17207-017</td>
<td>Mirror Lake Lawn Bowl Building Repairs Amendment No. 1 - Revised Tasks 1 &amp; 2</td>
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<td>04</td>
<td>18219-019</td>
<td>North Community Roof Replacement Amendment No. 1 - Revised Tasks 1&amp; 2 and new Task 1.1</td>
<td>11/13/17</td>
<td>8,450.00</td>
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<td>Amendment No. 2 - Revised Task 1</td>
<td>03/19/18</td>
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<td>05</td>
<td>17207-017</td>
<td>Athletic Facilities Improvements - FY17 Walter Fuller Park Maintenance Bldg Roof Replacement</td>
<td>11/17/17</td>
<td>2,750.00</td>
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</tbody>
</table>

Edited: 12/5/2018
TO: The Honorable Charles Gerdes, Chair, and City Councilmembers

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

RE: Consultant Selection Information
Firm: ARC3 Architecture, Inc.
Amendment No. 1 to Task Order No. CID-15-01-ARC in the amount of $68,580

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

1. Summary of Reasons for Selection

The project involves design, permitting and bidding facility modifications, fire suppression system improvements to the Mirror Lake Complex and Cue House.

ARC3 Architecture, Inc. has satisfactorily completed similar work for the Mirror Lake Complex, and extension of the fire suppression system to the Cue House is required to meet permit requirements. This work is a continuation of the previous condition assessment.

ARC3 Architecture, Inc. has significant experience in the design, permitting and construction phase activities of similar facilities work.

This is the first Amendment to the first Task Order issued under the 2015 Master Agreement.

2. Transaction Report listing current work – See Attachment A
<table>
<thead>
<tr>
<th>No.</th>
<th>Code</th>
<th>Project Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06</td>
<td>18208-017</td>
<td>Swimming Pool Improvements - Jennie Hall Pool Bathhouse Renovations</td>
<td>01/2/18</td>
<td>8,295.00</td>
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<tr>
<td>07</td>
<td>18233-017</td>
<td>Booker Creek Courts Project FY18</td>
<td>04/06/18</td>
<td>590.00</td>
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<td>08</td>
<td>N/A</td>
<td>Leisure Services Complex - Roof Hardening</td>
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<td></td>
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</tbody>
</table>

**Total:** 429,700.00
This Amendment No. 1 to Task Order No. CID-15-01-ARC is made and entered into this ______ day of ________________, 201____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY IMPROVEMENT PROJECTS dated December 23, 2015 ("Agreement") between ARC3 Architecture, 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

Under the initial Task Order, the A/E’s scope included providing new infrastructure systems to the existing complex (various buildings including solarium, club house, offices, ballroom (upper and lower) and club room), inclusive of:

- Master planning for most efficient, cost effective, and achievable way to implement new infrastructure elements, dealing with issues of historical preservation, existing structures and budgetary limitations for phasing.
- Upgraded electrical service with new distribution to the various buildings, along with coordination with Duke Energy on how to get new electrical service to the site.
- New mechanical systems for spaces that are not air-conditioned.
- Possible new roof to achieve thermal requirements for new energy code.

Revision No. 1 to the Task Order authorized the A/E to provide additional design services to include:

- Civil engineering design services to bring a water source to the site for a fire sprinkler system and provide for grading, paving, curbing and fencing for a new electrical transformer.
- Mechanical engineering design services for a fire sprinkler system for the Shuffleboard Club Building.
- Structural engineering design services for supporting new HVAC units on existing roof structures.

For this Amendment No. 1 to the Task Order, the A/E will be providing additional design services to include:

- Fire protection engineering design services for a fire sprinkler system in the Cue House.
- Electrical engineering design services for a fire alarm system to monitor the fire sprinkler system in the Cue House.
- Architectural design services to provide plan backgrounds and coordinate work of engineering consultants.
II. **SCOPE OF SERVICES**

Task 1 - Schematic Design (Additional Services)
The A/E and its consultants will perform field investigation of the existing building to verify accuracy of record drawings provided by the city and photo document existing conditions.

Task 2 - Construction Documents (Additional Services)
The A/E and its consultant will develop Construction Documents for bidding. The construction documents shall consist of the following:

- Drawings
- Site Plan
- Fire Alarm Floor plans for both floors
- Fire Protection (sprinkler) Reflected Ceiling Plans for both floors
- Detail and specification sheets

Task 3 - Permitting Additional Services)
The A/E will submit Construction Documents for permit review and will assist in responding to permit comments with revised drawings and response narratives as required to obtain a permit for construction.

Task 4 - Bidding (Additional Services)
The A/E will assist the City with the bidding process by attending a Pre-Bid Conference and providing answers to bidder's questions.

Task 5 - Limited Construction Administration (Additional Services)
The A/E and its consultant will provide construction administration as part of basic services and shall include two site visits by A/E staff, along with review of submittals.

III. **SCHEDULE**

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

<table>
<thead>
<tr>
<th>Days from NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
</tr>
<tr>
<td>Task 2</td>
</tr>
<tr>
<td>Task 3</td>
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<td>Task 4</td>
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<p>| |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>7-days from Notice to Proceed</td>
</tr>
<tr>
<td>21-days from notice to Proceed</td>
</tr>
<tr>
<td>Will submit for Permit upon City approval of CDs</td>
</tr>
<tr>
<td>Will follow City's bidding schedule</td>
</tr>
<tr>
<td>Will follow the City's construction schedule</td>
</tr>
</tbody>
</table>

IV. **A/E'S RESPONSIBILITIES**

The A/E will provide services outlined in Section II. Scope of Services.
V. **CITY'S RESPONSIBILITIES**

The City will provide record drawings of the facility for use in preparing Construction Documents and access to the facility for Field investigation.

VI. **DELIVERABLES**

Task 1 - N/A  
Task 2 - Construction Documents. Specifications (Word/Excel, electronically) and Plans (PDF, electronically and (3) hard copy sets).  
Task 3 - Drawings revised in accord with Permit Review comments and Narrative Response.  
Task 4 - Response to RFI's (electronically).  
Task 5 - Reports of site visits (PDF, electronically).

VII. **A/E'S COMPENSATION**

The A/E was authorized the not-to-exceed amount of $41,800 under the initial Task Order.  

Revision No. 1 to the Task Order authorized the A/E the not-to-exceed amount of $20,400.  

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of $6,380 for revised Tasks 1 through 5, per Appendix A.

The total Task Order amount including Revision No. 1 and Amendment No. 1 shall not exceed $66,580.

VIII. **PROJECT TEAM**

ARC3 Architecture, Inc.

Subconsultants - Griner Engineering, Inc. and KBA Engineering, Inc.

IX. **MISCELLANEOUS**

In the event of a conflict between this Amendment No. 1 to Task Order No. CID-15-01-ARC and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. CID-15-01-ARC to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ________________________________
    Chandrahasa Srinivasa
    City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: ________________________________

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

By: ________________________________
    City Attorney (Designee)

ARC3Architecture, Inc.
(Company Name)

By: ________________________________
    (Signature)
    (Printed Name and Title)

Date: 10/1/18

WITNESSES:

By: ________________________________
    (Signature)
    (Printed Name)

By: ________________________________
    (Signature)
    (Printed Name)
APPENDIX A
Work Task Breakdown
City of St. Petersburg
Mirror Lake Complex Infrastructure Upgrades - Cue House
Project No. 11201-017

I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Billing Rates</th>
<th>Principal</th>
<th>Architect 1</th>
<th>Architect 2</th>
<th>Architect 1</th>
<th>Designer (0-9)</th>
<th>Designer (1-3)</th>
<th>Admin Asst</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>28</td>
<td>$2,380.00</td>
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II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses (^2)</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services (^3)</th>
<th>Total Cost Without Allowance</th>
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</tr>
</tbody>
</table>

III. Fee Limit

Fee: $6,380.00
Allowance \(^4\): $0.00
Total: $6,380.00

IV. Notes:
1. Rate x overhead + profit (per contract).
2. Includes expenses for:
3. Includes -0% percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

Amendment No. 1 to Task Order No. CID-15-01-ARC
Page 1 of 1
The following page(s) contain the backup material for Agenda Item: Confirming the reappointment of Ms. Deborah Figgs-Sanders and Dr. Jason Shedrick to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area. Please scroll down to view the backup material.
MEMORANDUM

TO: The Honorable Chair Gerdes and Members of City Council

FROM: Mayor Rick Kriseman

DATE: February 7, 2019

RE: Confirming the Reappointment of Two Members to the South St. Petersburg CRA Citizen Advisory Committee

INTRODUCTION

On June 3, 2014, the City of St. Petersburg City Council and Pinellas County signed an Interlocal Agreement, which established the purpose, scope, mutual duties of the City and County, governance structure and funding mechanisms for the South St. Petersburg Community Redevelopment Area (CRA). Among other items, the Interlocal Agreement called for the creation of a “Citizen Advisory Committee” (CAC) to the CRA that would advise the South St. Petersburg Community Redevelopment Agency on the community redevelopment plan, any amendments thereto and on issues and policies within the CRA.

The CAC is comprised of nine (9) residents, business and/or property owners, and other stakeholders from within the CRA’s geographic boundary. The Mayor appoints six (6) members of the CAC, while the Board of County Commissioners appoints three (3) members.

I respectfully request that City Council confirm the following reappointments to the Citizen Advisory Committee (CAC) for the South St. Petersburg Community Redevelopment Area.

<table>
<thead>
<tr>
<th>Appointment</th>
<th>Term</th>
<th>Term Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Deborah Figgs-Sanders</td>
<td>3 years</td>
<td>January 31, 2022</td>
</tr>
<tr>
<td>Dr. Jason Shedrick</td>
<td>3 years</td>
<td>January 31, 2022</td>
</tr>
</tbody>
</table>

For your information, Ms. Figgs-Sanders’s biography was provided in 2015 to City Council’s office when she was originally appointed, while Dr. Shedrick’s biography was provided in 2018 to City Council’s office when he was originally appointed.

Attachment

CC: Alan DeLisle, City Development Administrator
    Sophia Sorolis, Director, Economic and Workforce Development Department
    Nikki Gaskin-Capehart, Director, Urban Affairs Department
    Rick D. Smith, Economic Development Manager, Economic and Workforce Development Department
A RESOLUTION CONFIRMING THE REAPPOINTMENT
OF MS. DEBORAH FIGGS-SANDERS AND DR. JASON
SHEDRICK TO THE CITIZEN ADVISORY COMMITTEE
FOR THE SOUTH ST. PETERSBURG COMMUNITY
REDEVELOPMENT AREA; 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 following reappointments to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area with date ending their term of service:

<table>
<thead>
<tr>
<th>Appointment</th>
<th>Term</th>
<th>Term Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Deborah Figgs-Sanders</td>
<td>3 years</td>
<td>January 31, 2022</td>
</tr>
<tr>
<td>Dr. Jason Shedrick</td>
<td>3 years</td>
<td>January 31, 2022</td>
</tr>
</tbody>
</table>

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or Designee
The following page(s) contain the backup material for Agenda Item: Confirming the appointment of Virginia Littrell, and Sally Everett as regular members to the Arts Advisory Committee to serve an unexpired three-year term ending September 30, 2021. Confirming the reappointment of Michele Tuegel, Sherry Powell, Jennifer Lovelady, Judith Powers, Andrew Schlauch, Sterling Powell, and Ashley Burke as regular members to the Arts Advisory Committee to serve a three-year term ending September 30, 2021
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of February 7, 2019

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Stephanie Lawler-Ellington and Lucinda Johnston as regular members to the City Beautiful Commission to serve a three-year term ending December 31, 2021.

I respectfully request that Council confirm the appointment of Stephanie Lawler-Ellington and Lucinda Johnston as regular members to the City Beautiful Commission to serve a three-year term ending December 31, 2021.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachments
cc: M. Jefferies, Leisure Services Administrator
    L. Seufert, Park Operations Manager
A RESOLUTION CONFIRMING THE APPOINTMENT OF A REGULAR MEMBER TO THE CITY BEAUTIFUL COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Stephanie Lawler-Ellington and Lucinda Johnston as regular members to the City Beautiful Commission 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

[Signature]

City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Confirming the appointment of Stephanie Lawler-Ellington and Lucinda Johnston as regular members to the City Beautiful Commission to serve a three-year term ending December 31, 2021.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of February 7, 2019

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirming the appointment of Stephanie Lawler-Ellington as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2021.

I respectfully request that Council confirm the appointment of Stephanie Lawler-Ellington as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2021.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachments
cc: M. Jefferies, Leisure Services Administrator
    L. Seufert, Park Operations Manager
A RESOLUTION CONFIRMING THE APPOINTMENT OF A REGULAR MEMBER TO THE CITY BEAUTIFUL COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Stephanie Lawler-Ellington as a regular member to the City Beautiful Commission 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: Approving the minutes of the November 1, November 15, and November 29 City Council meetings.

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 7, 2019

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of November 1, November 15, and November 29, 2018 City Council meetings.
A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON NOVEMBER 1, NOVEMBER 15, AND NOVEMBER 29, 2018; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on November 1, November 15, and November 29, 2018 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

__________________________
City Attorney or Designee
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, November 1, 2018 AT 8:30 A.M.

Chair Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Charles Gerdes, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomalin, Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy Davis were also in attendance. Absent. Amy Foster. Brandi Gabbard.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Officer Gene A. Bessette – November 10, 1961.

In connection with the approval of the agenda, Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

MOVED CB-1 Accepting a proposal from Mason Tillman Associates, Ltd. to perform a Women and Minority-owned Business Enterprises (W/MBE) disparity study for the Economic and Workforce Development Department, at a total cost of $249,734. [MOVED TO REPORTS AS ITEM E-11]

MOVED CB-4 Authorizing the Mayor, or his designee, to execute a Lease Agreement with the School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the City of St. Petersburg to utilize a portion of the property located at 7390 18th Street North, St. Petersburg, for the purpose of constructing and operating a community garden, for a term of thirty (30) years, at nominal consideration. [MOVED TO REPORTS AS ITEM E-12]

ADD CB-11 Approving forty-eight (48) Forfeiture Fund Program/Projects awarded as a part of the 2018 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust (140-2857) to fully fund the awards; and providing an effective date.

INFO E-3 St. Petersburg Police Department Quarterly Report

In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, there were no persons present wishing to be heard.

In connection with reports, Councilmember Rice and Community Services Director Susan Ajoc gave a presentation to Council regarding the construction and operation of a community garden located at 7390 18th Street North. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Marlene Murray, 6418 10th Street North, spoke in support of the community garden.
Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-572 A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE CITY OF ST. PETERSBURG TO UTILIZE A PORTION OF THE PROPERTY LOCATED AT 7390 – 18TH STREET NORTH, ST. PETERSBURG, FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A COMMUNITY GARDEN, FOR A TERM OF THIRTY (30) YEARS, AT NOMINAL CONSIDERATION; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.


In connection with the agenda, Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the St. Petersburg Housing Authority report be added to today’s meeting Agenda.


In connection with reports, Councilmember Gerdes, Mason Tillman Consultant Dr. Eleanor Ramsey and Small Business Liaison & Green House Manager Jessica Eilerman gave a PowerPoint presentation to Council regarding a disparity study for the Economic and Workforce and Development Department. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Trenia Cox, 4800 26th Court South, spoke in support of the disparity study.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-573 A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT WITH MASON TILLMAN ASSOCIATES, LIMITED CORPORATION TO PROVIDE A WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE DISPARITY STUDY FOR THE ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $249,734; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

In connection with reports, Pinellas County Sheriff Bob Gualtieri gave a PowerPoint presentation to Council regarding the Adult Pre-Arrest Diversion (APAD) Program. No action was taken.

In connection with reports, Police Chief Anthony Holloway gave a PowerPoint presentation to Council regarding the St. Petersburg Police Department Quarterly Report. No action was taken.

Chair Wheeler-Bowman recessed the meeting at 10:42 a.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 10:58 a.m.

In connection with reports, Kelli Hammer Levy, Division Director for Pinellas County Environmental Management gave a PowerPoint presentation to Council regarding the Red Tide Update. No action was taken.

In connection with reports, University of South Florida St. Petersburg Regional Chancellor Dr. Martin Hadlock gave a PowerPoint presentation to Council regarding the University of South Florida, St. Petersburg Campus. No action was taken.

In connection with a new business item presented by Councilmember Darden Rice, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council support the letter from Congressman Crist to Dr. Judith Genshaft, President, University of South Florida advocating for USFSP equities in the coming university consolidation.


In connection with reports, Angeline Howell, Great Explorations Director gave a PowerPoint presentation to Council regarding the Great Explorations 2017 – 2018 Update. No action was taken.

In connection with reports, Evan Mory, Transportation & Parking Management Director, Echelon, Inc. Vice-President Steven Kurcan and A.G. Spanos Companies Representative Rick Wood gave a PowerPoint presentation to Council regarding professional engineering services related to the Carillon Center Roundabouts Project. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-574 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-03-CHE/STB ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CH2M HILL ENGINEERS, INC. ("A/E") DATED JULY 19, 2016, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CARILLON CENTER ROUNDBOATS PROJECT IN AN AMOUNT NOT TO EXCEED $144,407.57; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $170,408 FROM THE UNAPPROPRIATED BALANCE OF THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071) TO THE CARILLON CENTER ROUNDBOATS PROJECT (TBD) TO PROVIDE THE NECESSARY FUNDING FOR THIS TASK ORDER AND OTHER PROJECT RELATED COSTS SUCH AS ENGINEERING SERVICES, CONTINGENCY, AND OTHER SOFT COSTS (ECID PROJECT NO. 18122-112, ORACLE NO. TBD); AND PROVIDING AN EFFECTIVE DATE.


Chair Wheeler-Bowman recessed the meeting at 12:30 p.m. for a lunch break.

Chair Wheeler-Bowman reconvened the meeting at 1:11 p.m.

In connection with reports, Chair Wheeler-Bowman presented the St. Petersburg Housing Authority – Board Meeting Update. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the St. Petersburg Housing Authority – Board Meeting Update report presented by Chair Wheeler-Bowman.


In connection with a Legal item, Chief Assistant City Attorney Jeannine Williams and Squire, Patton, Boggs P.A. Bond & Real Estate Counsel Attorney Alexandra MacLennan gave a presentation to Council regarding the St. Petersburg Housing Authority – TEFRA Approval Request. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with reports, Brejesh Prayman, Engineering & Capital Improvements Director gave a presentation to Council regarding 5G Wireless Technology Design Standards. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.
In connection with reports, Lendel Bright, Americans with Disabilities Act (ADA) & Diversity Coordinator gave a presentation to Council regarding the ADA Self-Evaluation & Transition Plan 2017 Annual Report. No action was taken.

In connection with reports, Laura McGrath, Historic Kenwood Neighborhood Association Volunteer / Public Art Initiative Chair gave a PowerPoint presentation to Council regarding the Historic Kenwood Neighborhood Association. No action was taken.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Rice that the following resolution be adopted:

2018-575 A RESOLUTION APPROVING AN AGREEMENT WITH LMK PIPE RENEWAL, LLC FOR REHABILITATION OF SANITARY (SAN) LATERAL LINES FOR THE WATER RESOURCES AND ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENTS AT A TOTAL COST NOT TO EXCEED $500,000 UTILIZING PLANTATION, FLORIDA GRAVITY SEWER LATERAL REHABILITATION-TERM CONTRACT BID NO. 042-14; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Vice-Chair Kornell recessed the meeting at 2:57 p.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 3:10 p.m.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 114-HL. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 15, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 114-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE DRIFTWOOD LOCAL HISTORIC DISTRICT, GENERALLY ENCOMPASSING THE AREA BETWEEN 24TH AVENUE SOUTH, DRIFTWOOD ROAD SOUTH (THAT PORTION FORMERLY KNOWN AS WARD AVENUE SOUTH), AND TAMPA BAY, AS SHOWN
BELOW, AS A LOCAL HISTORIC DISTRICT AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 350-H. Robert Gerdes, Neighborhood Affairs Administrator gave a presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Vice-Chair Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council defer the Public Hearing for proposed Ordinance 350-H to the City Council Meeting of January 17, 2019.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 15, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 350-H

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


In connection with new ordinances, the Clerk read the title of proposed Ordinance 351-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:
1. Shannon Carmona, 325 10th Avenue Northeast, spoke in opposition to the proposed Ordinance.
2. J. Wood, 525 2nd Street North, spoke in opposition to the proposed Ordinance.
3. Manuel Carmona, Jr., 325 10th Avenue Northeast, spoke in opposition to the proposed Ordinance.

This item was continued.

In connection with a new business item presented by Councilmember Darden Rice, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing, Land Use & Transportation Committee for consideration to consider a discussion regarding the merits of establishing a city-wide TIF for affordable housing.


In connection with a new business item presented by Vice-Chair Steve Kornell, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to a Committee of the Whole or other appropriate committee a discussion of the possibility of allowing public comment at City Council Committee meetings.

Vice-Chair Kornell withdrew the motion.

In connection with the continuation of proposed Ordinance 351-H, Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 15, 2018 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 351-H

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

In connection with a new business item presented by Councilmember Charles Gerdes, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance & Taxation Committee for consideration to consider a discussion regarding a possible Responsible Bidder Ordinance that would include responsible contractor initiatives, apprenticeship utilization, responsible wages and benefits.


In connection with the Budget, Finance and Taxation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of October 25, 2018 presented by Councilmember Gerdes.


In connection with the Public Services and Infrastructure Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of October 25, 2018 presented by Vice-Chair Kornell.


In connection with the Housing, Land Use & Transportation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing, Land Use & Transportation Committee report of October 25, 2018 presented by Councilmember Rice.


In connection with the Committee of the Whole: Technical Report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted as amended:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request the Public Works Administrator provide monthly reports to City Council.


Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Technical Report of October 18, 2018 presented by Chair Wheeler-Bowman.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Corey Givens, 777 38th Avenue South, spoke regarding citizen access to City Council Committee meetings.

In connection with the agenda, Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council authorize the City Council Chair to schedule a meeting with the St. Petersburg Housing Authority.

Consent Agenda A  
November 1, 2018

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.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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<tbody>
<tr>
<td>2018-560</td>
<td>Approving the renewal of a blanket purchase agreement with Humana Medical Plan, Inc. for group Medicare HMO insurance, and Humana Insurance Company for group Medicare PPO insurance, at an estimated two-year premium of $1,541,801 for a total contract amount of $3,921,101. Both companies are wholly owned subsidiaries of Humana, Inc.</td>
</tr>
<tr>
<td>2018-561</td>
<td>Approving an increase in allocation of tire repair and recapping services from Dan Callaghan Enterprises, Inc., d/b/a Callaghan Tire, for the Fleet Management Department, in the amount of $100,000, for a total contract amount of $1,145,000.</td>
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<tr>
<td>2018-562</td>
<td>Resolution authorizing the Mayor or his designee to enter into three Federally Funded Sub-grant Agreements (&quot;Grants&quot;) with the Florida Division of Emergency Management (&quot;Division&quot;) for flood mitigation of three homes at a cumulative maximum reimbursement amount of $592,104.36; approving a supplemental appropriation of $592,105 from the increase in the unappropriated balance of the General Fund (0001) resulting from the grant funds to the Planning and Development Services Department (3701537) and to execute all other documents necessary to the Grants, including but not limited to the City’s agreement with the Division and the City’s agreement with the homeowners.</td>
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Consent Agenda B
November 1, 2018

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

1. Accepting a proposal from Mason Tillman Associates, Ltd. To perform a Women and Minority-owned Business Enterprises (W/MBE) disparity study for the Economic and Workforce Development Department, at a total cost of $249,734. [MOVED TO REPORTS AS ITEM E-11]

2018-563

2. Resolution authorizing the Mayor or his designee to execute Task Order No. 16-12-KHA-T to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Kimley-Horn and Associates, Inc. in the amount of $195,000 for professional services to develop a comprehensive improvement plan for the 34th Street North corridor and Central Plaza area.

2018-564

3. Resolution amending the agreement between the City of St. Petersburg, Florida, and James Brenner (“Artist”), for Artist to design, construct, and install gateway markers entitled “On Edge” at various locations in the EDGE District at a cost of $249,000.

4. Authorizing the Mayor, or his designee, to execute a Lease Agreement with the School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the City of St. Petersburg to utilize a portion of the property located at 7390—18th Street North, St. Petersburg, for the purpose of constructing and operating a community garden, for a term of thirty (30) years, at nominal consideration. [MOVED TO REPORTS AS ITEM E-12]

2018-565

5. Authorizing the Mayor, or his designee, to execute a License Agreement with TFTSP Youth Golf Council St. Petersburg, Inc., a Florida not-for-profit corporation, for use of ±172 sq. ft. of office/storage space within the Mangrove Bay Golf Course Club House located at 875 – 62nd Avenue Northeast, St. Petersburg, for a period of three (3) years, at an aggregate rent of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)
6. Approving a five-year naming rights agreement with Big 3 Entertainment and Galleria Misto pursuant to which a portion of the Mahaffey Theater will be named the “Galleria Misto Art Gallery”.

7. Approving the First Amendment to the Interlocal Agreement with Pinellas County for Countywide Intelligent Transportation Systems (ITS) Design, Construction, Operations and Maintenance to extend the term for an additional ten years; and providing an effective date.

8. Approving the Agreement between the City of St. Petersburg, Florida ("City") and LA Consulting, Inc. ("Consultant") for the Consultant to conduct a management evaluation of the City's Sanitation department in accordance with Section 4.05 (g)(1) of the City Charter in an amount not to exceed $134,781; approving a supplemental appropriation in the amount of $18,179 from the general fund contingency and; authorizing the Mayor or his designee to execute the Agreement.

9. A Resolution declaring the 34th Annual MLK Dream Big Parade, to be held on January 21, 2019, to be a special event within the meaning of Section 16.70.030.1.5. C. 1. of the SL Petersburg City Code; Delineating boundaries and time period within which the Declaration is to be effective; Suspending pushcart vending permits issued for the public property locations pursuant to Section 16.70.030.1.5. of the SL Petersburg City Code within the delineated boundaries during the time period; and providing an effective date.

10. Approving an agreement between Tampa Bay Psychology Associates, LLC ("Professional"), and the City of St. Petersburg, Florida ("City") for Professional to provide psychological services for the St. Petersburg Police Department in an annual amount not to exceed $110,000; authorizing the City Attorney’s Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

11. Approving forty-eight (48) Forfeiture Fund Program/Projects awarded as a part of the 2018 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust (140-2857) to fully fund the awards; and providing an effective date.
11/01/2018

There being no further business Chair Wheeler-Bowman adjourned the meeting at 4:56 p.m.

________________________________________________________________________
Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _______________________________________
Chan Srinivasa, City Clerk
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, November 15, 2018 AT 1:30 P.M.

Chair Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy Davis were also in attendance. Absent. Charles Gerdes.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

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

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

DELETE CB-7 Authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service upgrades for the Land O'Lakes power substation, located at approximately 2310 Permit Place, Lutz, Florida.

MOVED CB-9 Authorizing the Mayor, or his designee, to execute (i) a twelve (12) month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Tricera Eastman, LLC, a Delaware limited liability company, for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; (ii) an amendment to the Parking Management Agreement ("Agreement") with Central Parking System of Connecticut, Inc., (commonly known as "SP+") for the purpose of
incorporating that parking facility into the scope of services of the existing Agreement; and (iii) approving a supplemental appropriation in the amount of $143,250 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245). (Revised backup only.) [MOVED TO REPORTS AS ITEM E-13]

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

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

[MOVED TO REPORTS AS ITEM E-14]

ADD CB-16 Resolution amending City Council’s Policy and Procedures Manual to add a chapter related to monthly reports.

DEFER E-2 Land Use & Transportation Report

DEFER E-3 Homeless Leadership Board Report

DELETE E-9 Pier Report

DELETE E-9(a) Approving the First Amendment to the Artist Agreement between the City of St. Petersburg, Florida (City) and Janet Echelman, Inc. (JEI) to extend the deadlines for JEI to commence and complete fabrication and delivery of the artwork and to modify the payment schedule; authorizing the Mayor or his designee to execute the First Amendment; approving a supplemental appropriation in the amount of $275,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from donations from private persons and entities to fund the artwork to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); approving a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Arts in Public Places Fund (1901), to the Mayor’s Office Department, Office of Cultural Affairs (020-1777);
authorizing payment to JEI in an amount not to exceed $300,000 for fees and costs to order materials necessary for fabrication.

ADD E-10 Tampa Bay Water Report (Councilmember Rice)
ADD E-12 Update Regarding St. Petersburg Housing Authority Declining to Participate in Committee of the Whole Meeting.


In connection with approval of the Consent Agenda, Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Peter Belmont, 102 Fareham Place North, spoke regarding the December 6, 2018 CRA Review of the Bezu.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 353-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 6, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 353-H

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


In connection with First Readings and First Public Hearings; the Clerk read the title of proposed Ordinance 352-H. Elizabeth Makofske, Budget Director gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 29, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 352-H

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2018 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2019 BUDGET; AND PROVIDING AN EFFECTIVE DATE.


In connection with a Legal item, Assistant City Attorney Joseph Patner gave a presentation to Council regarding the retention of special legal counsel to the City to perform future legal services related to Campaign Finance Litigation (Ordinance 306-H). Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-589 A RESOLUTION APPROVING THE RETENTION OF FREE SPEECH FOR PEOPLE, INC. AND GARVEY SCHUBERT BARER, P.C. AS SPECIAL LEGAL COUNSEL TO THE CITY TO PERFORM LEGAL SERVICES IN THE FUTURE RELATED TO CAMPAIGN FINANCE LITIGATION (ORDINANCE 306-H).


In connection with reports, Elizabeth Abernethy, Planning & Economic Development Director gave a PowerPoint presentation to Council regarding a Settlement Stipulation Development Agreement with Westminster Shores, Inc. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. John Dicks, spoke in support of the proposed Settlement Stipulation Development Agreement.

Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-590 (Omitted)

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Rice that the following resolution be adopted:

2018-591    A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENTS WITH ALL AMERICAN CONCRETE, INC. AND ROWLAND, INC. FOR UNSCHEDULED REPAIRS FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM FOR ONE YEAR AND INCREASE THE CONTRACT AMOUNT IN AN AMOUNT NOT TO EXCEED $750,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,000,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-592    A RESOLUTION APPROVING THE FINAL RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENTS WITH MADER ELECTRIC, INC. AND APOLLO CONSTRUCTION & ENGINEERING SERVICES, INC., FOR INDUSTRIAL MAINTENANCE AND REPAIRS FOR THE WATER RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED $200,000 FOR THIS RENEWAL TERM; PROVIDING THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $700,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

2018-593    A RESOLUTION APPROVING PARTIAL CONTROL ESTIMATE #6 FOR WRF NW RECLAIMED WATER AND INJECTION WELLS IMPROVEMENT PROJECT (ENGINEERING NO. 17053-111; ORACLE NO. 15927) IN AN AMOUNT NOT TO EXCEED $1,391,004; PROVIDING THAT THE TOTAL
AMOUNT FOR THE PARTIAL CONTROL ESTIMATES FOR PROJECT 17053-111 SHALL NOT EXCEED $8,286,145; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE EIGHTH AMENDMENT TO INCORPORATE THE ABOVE REFERENCED PARTIAL CONTROL ESTIMATE INTO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND PCL CONSTRUCTION, INC. DATED APRIL 17, 2017, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-594 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-08-AUS/W ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ARCADIS U.S. INC. ("A/E") DATED DECEMBER 13, 2016 FOR A/E TO PROVIDE PROJECT MANAGEMENT, ASSESSMENT AND GAP ANALYSIS, AND DISTRIBUTION SYSTEM WATER QUALITY AUDIT REPORT IN AN AMOUNT NOT TO EXCEED $189,920.00 (ECID PROJECT NO. 18130-111; ORACLE NO. 16637); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Raul Quintana, City Architect Manager, gave a presentation to Council regarding a resolution accepting Addendum No. 2 submitted by Ajax Building Corporation to the Guaranteed Maximum Price proposal dated May 26, 2017, for the Police Facility/EOC Project. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-595 A RESOLUTION ACCEPTING ADDENDUM NO. 2 SUBMITTED BY AJAX BUILDING CORPORATION ("AJAX") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED MAY 26, 2017, FOR THE POLICE FACILITY/EOC PROJECT TO INCREASE THE OWNER'S CONTINGENCY IN THE AMOUNT OF $250,000; PROVIDING THAT THE TOTAL GMP SHALL NOT EXCEED $61,858,374; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND AJAX DATED AUGUST 21, 2015, AS AMENDED, TO INCORPORATE ADDENDUM NO. 2 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

In connection with reports, Brejesh Prayman, Engineering & Capital Improvements Director and Marina & Port Manager David Wirth gave a presentation to Council regarding a bid from American Empire Builders, Inc. for the Municipal Marina - South and Central Yacht Basins Structural Rehabilitation Project. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-596  A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO AMERICAN EMPIRE BUILDERS, INC. FOR THE MUNICIPAL MARINA – SOUTH AND CENTRAL YACHT BASINS STRUCTURAL REHABILITATION PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,841,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Evan Mory, Transportation & Parking Management Director gave a presentation to Council regarding a twelve month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Tricera Eastman, LLC for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Barbara Voglewede, 1113 Dr. Martin Luther King, Jr. Street South, spoke in support of the proposed agreement.

Councilmember Montanari moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-597  A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE (I) A TWELVE (12) MONTH PARKING LOT LEASE AGREEMENT, WITH TWO (2) ONE-YEAR RENEWAL OPTIONS, WITH TRICERA EASTMAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE CITY'S USE OF APPROXIMATELY ONE HUNDRED EIGHTY (180) PARKING SPACES, GENERALLY LOCATED AT 1120 CENTRAL AVENUE, ST. PETERSBURG, TO OPERATE A FEE-BASED PARKING FACILITY WITHIN THE EDGE DISTRICT; (II) AN AMENDMENT TO THE CITY'S PARKING MANAGEMENT AGREEMENT ("AGREEMENT") WITH CENTRAL PARKING SYSTEM OF CONNECTICUT,
INC., FOR THE PURPOSE OF INCORPORATING THAT PARKING FACILITY INTO THE SCOPE OF SERVICES OF THE EXISTING AGREEMENT; (III) APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $143,250 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, PARKING FACILITIES MANAGEMENT DIVISION (281.1245); AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THAT TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Wayne Atherholt, Cultural Affairs Director gave a PowerPoint presentation to Council regarding an agreement between the City of St. Petersburg, Florida, and Sherilyn Bailey d/b/a Xenobia Bailey to design, fabricate, and install a piece of art entitled Morning Stars on the north side of the screen wall structure at the St. Pete Pier. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-598 A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE (I) A TWELVE (12) MONTH PARKING LOT LEASE AGREEMENT, WITH TWO (2) ONE-YEAR RENEWAL OPTIONS, WITH TRICERA EASTMAN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE CITY'S USE OF APPROXIMATELY ONE HUNDRED EIGHTY (180) PARKING SPACES, GENERALLY LOCATED AT 1120 CENTRAL AVENUE, ST. PETERSBURG, TO OPERATE A FEE-BASED PARKING FACILITY WITHIN THE EDGE DISTRICT; (II) AN AMENDMENT TO THE CITY'S PARKING MANAGEMENT AGREEMENT ("AGREEMENT") WITH CENTRAL PARKING SYSTEM OF CONNECTICUT, INC., FOR THE PURPOSE OF INCORPORATING THAT PARKING FACILITY INTO THE SCOPE OF SERVICES OF THE EXISTING AGREEMENT; (III) APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $143,250 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, PARKING FACILITIES MANAGEMENT DIVISION (281.1245); AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THAT TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Chair Wheeler-Bowman recessed the meeting at 3:04 p.m. for a short break.

Vice-Chair Kornell reconvened the meeting at 3:23 p.m.
Vice-Chair Kornell recessed the City of St. Petersburg City Council meeting at 3:24 p.m. and convened as the Community Redevelopment Agency.

Chair Wheeler-Bowman and Councilmember Foster entered the meeting at 3:31 p.m.

The City Council was reconvened at 3:50 p.m.

In connection with the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Driscoll that the following resolution be adopted as amended:

2018-599 A RESOLUTION BY ST. PETERSBURG CITY COUNCIL APPROVING THE PROPOSED “HISTORIC REHABILITATION AND CONSERVATION GRANT PROGRAM” FOR THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Chair Wheeler-Bowman presented an update to Council regarding St. Petersburg Housing Authority declining to participate in Committee of the Whole Meeting. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, Apt. A, spoke in support of removing all Housing Authority Board Members.

Councilmember Foster moved with the second of Vice-Chair Kornell that the following resolution be adopted as amended:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request the Legal Department to draft a resolution to bring back to the next Council meeting requesting the Mayor to remove Harry Harvey and Delphinia Davis from the St. Petersburg Housing Board.


In connection with the Public Arts Commission report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission presented by Councilmember Driscoll.


In connection with the Tampa Bay Regional Planning Council report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Regional Planning Council report presented by Councilmember Gabbard.


In connection with reports, Councilmember Rice presented the Tampa Bay Water report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Water report presented by Councilmember Rice.


Chair Wheeler-Bowman recessed the meeting at 4:41 p.m. for a dinner break.

Chair Wheeler-Bowman reconvened the meeting at 6:02 p.m.

In connection with public hearings, the Clerk read the title of proposed Ordinance 346-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Jack Hamburg, 839 13th Avenue North, spoke in support of the proposed Ordinance.

Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 350-H entitled:
PROPOSED ORDINANCE NO. 350-H

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

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 351-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Kevin Sullivan, 224 9th Avenue Northeast, spoke in support of the proposed Ordinance.
2. Kent Ulrich, 656 1st Street North, spoke in support of the proposed Ordinance.
3. Mary Dowd, 205 8th Avenue Northeast, spoke in support of the proposed Ordinance.

The following person(s) were present but did not wish to speak:

1. Shannon Carmona, 325 10th Avenue Northeast, was in support of the proposed Ordinance.

Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 351-H entitled:

PROPOSED ORDINANCE NO. 351-H

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

be adopted on second and final reading.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance No. 114-HL. A presentation was made by Assistant City Attorney Michael Dema regarding the approval of the owner-initiated application for the designation of Driftwood Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places. (City File HPC 17-90300006) Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Driscoll moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the hearing for proposed Ordinance 108-HL be continued to a later date.


In connection with Open Forum portion of the agenda, the following person(s) came forward:

1. Cathy Harrelson, 405 48th Avenue North, spoke regarding the importance of trees.
3. William Hermann, 130 4th Avenue North, asked that the opponent be allowed additional time to make their presentation at the December 6th, 2018 City Council Meeting regarding the Bezu.
Consent Agenda A
November 15, 2018

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

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

2018-576
1. Approving the renewal of agreements with Great Bay Distributors, Inc., J.J. Taylor Distributing Florida, Inc., and Vansnax Distributors, Inc. for food and beverages for resale, at an estimated annual cost of $60,000, for a total contract amount of $320,000.

2018-577
2. Approving the purchase of fueling stations and a fuel management system from Gilbarco Veeder-Root for the Fleet Management Department, at a total cost of $198,642.60; and approving a supplemental appropriation in the amount of $198,643 from the unappropriated balance of the Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2517).

2018-578
3. Approving the purchase of ruggedized laptops, tablets, and docking stations from PCN Strategies, Inc. for the Fire and Rescue Department, in the amount of $152,341.75.

2018-579
4. Approving the renewal of a blanket purchase agreement with Tri-J. Co. Towing and Recovery, Inc. for vehicle towing and storage services for collision-damaged, illegally parked, confiscated and City vehicles, in the amount of $20,000, for a total contract amount of $50,000.

2018-580
5. A resolution approving an Interlocal Agreement with an initial term beginning on December 1, 2018 and ending on September 30, 2022 with one four-year renewal option, between the City of St. Petersburg and Forward Pinellas for planning and mapping services and/or special project work on an as-needed and as-available basis; authorizing the Mayor to execute the Interlocal Agreement; and providing an effective date.

2018-581
6. A Resolution approving an agreement with the Pinellas Suncoast Transit Authority for the funding, installation, and warranty of bus shelters at locations that do not meet PSTA’s criteria for bus shelter placement or replacement for a period commencing on the effective date of the agreement and terminating five years from the date the last shelter is installed, at a total cost to the city of $205,610.26; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.
7. Authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service upgrades for the Land O' Lakes power substation, located at approximately 2310 Permit Place, Lutz, Florida. [DELETED]

8. Authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with Orange Belt Station, LLC, a Florida limited liability company, providing for an extension of the Due Diligence Period to March 1, 2019.

9. Authorizing the Mayor, or his designee, to execute (i) a twelve (12) month Parking Lot Lease Agreement, with two (2) one-year renewal options, with Triera Eastman, LLC, a Delaware limited liability company, for the City's use of approximately one hundred eighty (180) parking spaces, generally located at 1120 Central Avenue, St. Petersburg, to operate a fee-based parking facility within the EDGE District; (ii) an amendment to the Parking Management Agreement ("Agreement") with Central Parking System of Connecticut, Inc., (commonly known as "SP+") for the purpose of incorporating that parking facility into the scope of services of the existing Agreement; and (iii) approving a supplemental appropriation in the amount of $143,250 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department, Parking Facilities Management Division (281.1245). [MOVED TO REPORTS AS ITEM E-13]

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

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

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

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

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

15. A resolution approving an agreement between the city of St. Petersburg, Florida, and Sherilyn Bailey d/b/a Xenobia Bailey (Artist), for Artist to design, fabricate, and install a piece of art entitled Morning Stars on the north side of the screen wall structure at the St. Pete Pier, (Screen Wall) for a firm fixed price of $200,000, exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install Morning Stars; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $310,500 from the Pier Visioning Project (11988); approving a transfer in
the amount of $310,500 from the unencumbered balance of the General Capital Improvement Fund (3001), resulting from the rescission, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the transfer above, to the Mayor’s Office, Cultural Affairs Division (020-1777); authorizing the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions. [MOVED TO REPORTS AS ITEM E-14]

2018-588


There being no further business Chair Wheeler-Bowman adjourned the meeting at 6:55 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
CITY COUNCIL MEETING
SECOND READING AND SECOND PUBLIC HEARING
FISCAL YEAR 2019 OPERATING BUDGET HELD AT CITY HALL

THURSDAY, November 29, 2018, AT 6:00 P.M.

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Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Charles Gerdes, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomlin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch and City Clerk Chan Srinivasa were also in attendance. Absent: Steve Kornell.

Vice-Chair Kornell entered the meeting at 6:01 p.m.

Chair Wheeler-Bowman announced a Notice of Deferral for City-initiated amendments to the Comprehensive Plan, Future Land Use Map and Land Development Regulations pertaining to the St. Petersburg Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South and 10th Avenue South. These amendments will be considered on Thursday, January 17, 2019 at 6:00 p.m. or soon thereafter in City Hall Council Chambers.

In connection with the approval of the meeting agenda, Vice-Chair Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, FL that Council approve the agenda.


The Clerk read the title of proposed Ordinance 352-H. Budget Director Elizabeth Makofske gave a PowerPoint presentation to Council regarding the proposed Fiscal Year 2019 Budget. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Corey Givens, 777 38th Avenue South, expressed his concerns regarding the proposed Fiscal Year 2019 Budget.
2. Jabaar Edwards, expressed his concerns regarding the proposed Fiscal Year 2019 Budget.
3. Lewis Stephens, Jr., expressed his concerns regarding the proposed Fiscal Year 2019 Budget.

Councilmember Gerdes moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 352-H, entitled:

**PROPOSED ORDINANCE NO. 352-H**

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2018 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2019 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second reading and second public hearing.


In connection with reports, City Clerk Chan Srinivasa gave a presentation to Council regarding the certified results of the special municipal election held on November 6, 2018. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Vice-Chair Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-600 A RESOLUTION ACCEPTING CERTIFIED RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018; DECLARING RESULTS OF TWO MUNICIPAL REFERENDUM QUESTIONS; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Open Forum portion of the agenda, there were no person(s) present wishing to be heard.
11/29/2018

There being no further business, the Chair adjourned the Second Reading and Second Public Hearing at 6:34 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ______________________
Chan Srinivasa, City Clerk
The following page(s) contain the backup material for Agenda Item: Approving the minutes of the December 3 and December 13 City Council meeting.
Please scroll down to view the backup material.
TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of December 6, and December 13, 2018.
A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON DECEMBER 6, AND DECEMBER 13, 2018; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on December 6, and December 13, 2018 are hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

____________________________
City Attorney or Designee
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Charles Gerdes, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilartich, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. Steve Kornell.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Chief James Mitchell – December 25, 1905, Officer James J. Goodson – December 25, 1947, Firefighter George W. Ludwig – December 19, 1966.

In connection with the approval of the agenda, Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

DELETE CB-5  Confirming the Reappointment of Three Members to the South St. Petersburg Community Redevelopment Area Citizen Advisory Committee  
DELETE CB-7  A Resolution accepting certified results of the special municipal election held on November 6, 2018; declaring results of two municipal referendum questions.  
REVISED E-3  A Resolution by City Council approving the FY2018/FY2019 budget for the Redevelopment Trust Fund of the South St. Petersburg Community Redevelopment Area.  
DELETE E-5  Homeless Leadership Board  
ADD E-6  Land Use & Transportation Committee
Further discussion regarding St. Petersburg Housing Authority Resolution (Chair Wheeler-Bowman)

Public Services & Infrastructure Committee (11/15/18)
 Ordinance amending Sections 2-296 and 2-297 of the St. Petersburg City Code related to major construction project requirements for employing apprentices; updating findings and revising definitions; requiring a prevailing wage be paid to apprentices employed to do work on a major construction project; providing clarifying language; adding documentation required to be submitted; amending provisions addressing noncompliance.

Health, Energy, Resiliency & Sustainability Committee (11/15/18)
 Co-Sponsored Events Committee
 Approving events for co-sponsorship by the City in name only for FY2019 and FY2020; waiving the non-profit requirements of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Good With Me, Inc., Skyway Historical Tours of St. Petersburg, LLC, Burgstyle Entertainment LLC, Sideline Apparel, Inc., and Active Endeavors, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

Settlement Patsy Harris v. City of St. Petersburg, Case No.: 17-004194-CI.
 A Resolution by the St. Petersburg Community Redevelopment Agency recommending that City Council approve the FY2018/FY2019 budget for the Redevelopment Trust Fund of the South St. Petersburg Community Redevelopment Area.


In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Councilmember Driscoll that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Alex Gordon, 4200 54th Avenue South, spoke in support of a plastic straw and polystyrene ban.
2. Jake Rider, 4200 54th Avenue South, spoke in support of a plastic straw and polystyrene ban.
3. Joanne Lentino, 7010 Boca Ciega Drive, spoke in support of the approval of fourteen new and amended tax increment financing programs for the South St. Petersburg Community Redevelopment Area.
4. Libby Carnahan, 2300 2nd Avenue South, spoke in support of an urban forestry program.
5. Lisa Hanover, spoke regarding an ordinance to ban plastic straws and polystyrene.

In connection with a Legal item, Assistant City Attorney Ken MacCollom gave a presentation to Council regarding a settlement for the lawsuit styled Patsy Harris v. City of St. Petersburg, Case No.: 17-004194-CI. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Foster moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-610  A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF PATSY HARRIS V. CITY OF ST. PETERSBURG, FLORIDA, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 17-004194-CI; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinances 733-L, 764-Z, 734-L and 765-Z. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 733-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR THREE PARCELS OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKewood ESTATES NEIGHBORHOOD, FROM R/OS (RECREATION/OPEN SPACE) TO RL (RESIDENTIAL LOW); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 764-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR THREE PARCELS OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKEWOOD ESTATES NEIGHBORHOOD, FROM NSE (NEIGHBORHOOD SUBURBAN ESTATE) TO NS-2 (NEIGHBORHOOD SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 734-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKEWOOD ESTATES NEIGHBORHOOD, FROM R/OS (RECREATION/OPEN SPACE) TO RL (RESIDENTIAL LOW); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):
PROPOSED ORDINANCE NO. 765-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKEWOOD ESTATES NEIGHBORHOOD, FROM NSE (NEIGHBORHOOD SUBURBAN ESTATE) TO NS-2 (NEIGHBORHOOD SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 353-H. Bob Turner, Sanitation Department gave a PowerPoint presentation to Council regarding Sanitation collection services and Section 27-557 of the City Code related to Sanitation charges. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 353-H entitled:

PROPOSED ORDINANCE NO. 353-H

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

be adopted on second and final reading.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 354-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):
PROPOSED ORDINANCE NO. 354-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), CITYWIDE INFRASTRUCTURE FUND (3027), RECREATION AND CULTURE CAPITAL FUND (3029), MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), DOWNTOWN PARKING IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL IMPROVEMENT FUND (4043), AND PORT CAPITAL IMPROVEMENT FUND (4093), FOR THE FISCAL YEARS 2019 THROUGH 2023; ADOPTING THE FDOT DISTRICT SEVEN’S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2018/19 TO 2022/23; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATE.


In connection with the Public Services and Infrastructure Committee report, the Clerk read the title of proposed Ordinance 355-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 355-H

AN ORDINANCE AMENDING SECTIONS 2-296 AND 2-297 OF THE ST. PETERSBURG CITY CODE RELATED TO MAJOR CONSTRUCTION PROJECT REQUIREMENTS FOR EMPLOYING APPRENTICES; UPDATING FINDINGS AND REVISING DEFINITIONS; REQUIRING A PREVAILING WAGE BE PAID TO APPRENTICES EMPLOYED TO DO WORK ON A MAJOR CONSTRUCTION PROJECT; PROVIDING CLARIFYING LANGUAGE; ADDING DOCUMENTATION REQUIRED TO BE SUBMITTED; AMENDING PROVISIONS ADDRESSING NONCOMPLIANCE; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of November 15, 2018 presented by Councilmember Montanari.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-611 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-01-WSP/UIW ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 12, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND WSP USA INC. ("A/E") FOR A/E TO PROVIDE ON-SITE WELL ACIDIZATION PROCEDURES OBSERVATION AND A WELL ACIDIZATION REPORT FOR THE NEWRF INJECTION WELLS ACIDIZATION PROJECT IN AN AMOUNT NOT TO EXCEED $62,407.51; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $76,107.75 (ENGINEERING PROJECT NO. 18109-111; ORACLE NO. 16581); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator gave a presentation to Council regarding a bid from A.C. Schultes of Florida, Inc. for the Northeast Water Reclamation Facility (NEWRF) Injection Wells Acidization. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-612 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO A.C. SCHULTES OF FLORIDA, INC. FOR THE NORTHEAST WATER RECLAMATION FACILITY INJECTION WELLS ACIDIZATION PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $595,470; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

In connection with the Health, Energy, Resiliency & Sustainability Committee report, the Clerk read the title of proposed Ordinance 356-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Lucinda Johnston, 348 11th Avenue Northeast, spoke in support of proposed Ordinance 356-H.
2. Jim Igler, 3801 19th Avenue South, spoke in support of proposed Ordinance 356-H.

The following person(s) were present but did not wish to speak:

1. Sue Price, 4818 Windmill Palm Terrace Northeast, was in support of proposed Ordinance 356-H.

Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Subsection B of proposed Ordinance 356-H be deleted.


Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 13, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 356-H

AN ORDINANCE CREATING A NEW ARTICLE IV IN CHAPTER 11 OF THE CITY CODE ENTITLED "EXPANDED POLYSTYRENE AND PLASTICS REGULATION"; PROVIDING FINDINGS, INTENT, AND DEFINITIONS; CREATING DIVISION I RELATED TO REGULATIONS FOR THE DISTRIBUTION OF EXPANDED POLYSTYRENE PRODUCTS BY FOOD SERVICE PROVIDERS ON CITY-OWNED PROPERTY AND RIGHTS-OF-WAY; CREATING DIVISION II RELATED TO REGULATIONS FOR THE DISTRIBUTION OF SINGLE-USE PLASTIC STRAWS BY FOOD SERVICE ESTABLISHMENTS; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Driscoll moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency & Sustainability Committee report of November 15, 2018 presented by Councilmember Driscoll.


Chair Wheeler-Bowman recessed the meeting at 10:01 a.m. for a short break.

Chair Wheeler-Bowman reconvened the City Council meeting at 10:13 a.m., immediately recessed the City Council meeting and convened as the Community Redevelopment Agency.

The City Council was reconvened at 11:25 a.m.

In connection with reports, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Rice that the following resolutions be adopted:

2018-613 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING FOURTEEN NEW AND AMENDED TAX INCREMENT FINANCING PROGRAMS FOR THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA (SEE EXHIBITS 1 THRU 14); AND PROVIDING AN EFFECTIVE DATE.

2018-614 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA (CRA) GRANT SCORING AND EVALUATION SYSTEM AND PROVIDING AN EFFECTIVE DATE.

2018-615 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING THE FY 2018/FY 2019 BUDGET FOR THE REDEVELOPMENT TRUST FUND FOR THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT; APPROVING A TRANSFER IN THE AMOUNT OF $5,372,834 FROM THE UNAPPROPRIATED FUND BALANCE OF THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING SUPPLEMENTAL APPROPRIATIONS FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, IN THE AMOUNT OF $1,749,493 TO THE EDUCATION JOB READINESS PROJECT (16067), IN THE AMOUNT OF $1,635,548 TO THE
BUSINESS/WORKFORCE DEVELOPMENT PROJECT (15381), IN THE AMOUNT OF $1,749,493 TO THE HOUSING AND NEIGHBORHOOD REVITALIZATION PROJECT (15382), AND IN THE AMOUNT OF $238,300 TO THE CRA COMMUNICATIONS, OPERATIONS AND EVALUATION PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.


The Land Use and Transportation report was deferred to the December 13, 2018 City Council meeting.

In connection with the Budget, Finance and Taxation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of November 15, 2018 presented by Councilmember Montanari.


In connection with the Budget, Finance and Taxation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of November 29, 2018 presented by Councilmember Gerdes.


In connection with the Housing, Land Use & Transportation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing, Land Use & Transportation Committee report of November 29, 2018 presented by Councilmember Rice.

In connection with the Public Services & Infrastructure Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of November 29, 2018 presented by Councilmember Montanari.


Chair Wheeler-Bowman recessed the meeting at 11:52 a.m. for a lunch break.

Chair Wheeler-Bowman reconvened the meeting 1:00 p.m., immediately recessed the City Council meeting and convened as the Community Redevelopment Agency.

The City Council meeting was reconvened at 3:21 p.m.

Chair Wheeler-Bowman recessed the meeting at 3:22 p.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 3:29 p.m.

In connection with reports, Chair Wheeler-Bowman gave a presentation to Council regarding further discussion of the St. Petersburg Housing Authority Resolution. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council place a hold on the proposed St. Petersburg Housing Authority Resolution until the Committee of the Whole meeting with the St. Petersburg Housing Authority.


In connection with a new business item presented by Chair Lisa Wheeler-Bowman, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request Administration provide an update on Commerce Park.

In connection with the Co-Sponsored Events Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-616 A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2019 AND FY2020; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY; GOOD WITH ME, INC., SKYWAY HISTORICAL TOURS OF ST. PETERSBURG, LLC, BURGSTYLE ENTERTAIN-MENT LLC, SIDELINE APPAREL, INC., ACTIVE ENDEAVORS, INC., AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report presented by Councilmember Gerdes.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, spoke regarding gun control.

Councilmember Montanari expressed his condolences for former President George W. Bush and his family regarding the passing of his father, former President George H.W. Bush.
Consent Agenda A
December 6, 2018

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.

2018-601


2018-602

3. Approving the purchase of Panasonic Toughbook laptops from CDW Government LLC for the Police Department, at a total cost of $539,180; and approving a supplemental appropriation in the amount of $539,180 from the unappropriated balance of the Technology & Infrastructure Fund (5019) to the Police Department Information & Technology Services Division (140-1401).

2018-603

4. A resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District (SWFWMD) for SWFWMD to provide funding on a reimbursement basis in an amount up to $587,500 for the 7th Street Sustainable Complete Streets Improvements Project (ECID Project No. 18063-110, Oracle No. 16710) and all other documents necessary to effectuate this transaction; and providing an effective date.

2018-604

5. A resolution approving (1) the change of the accounting of any future program income earned under the Neighborhood Stabilization Program ("NSP") to the Community Development Block Grant ("CDBG") program in order to close out NSP as requested by the U.S. Department of Housing and Urban Development ("HUD") on or before September 30, 2020; (2) approving a transfer of the NSP loan portfolio as of September 30, 2018 in the amount of $4,547,454 from the NSP Fund ("Fund 1114") to the CDBG Fund ("Fund 1111"); authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.
Consent Agenda B
December 6, 2018

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

2018-605 1. Renewing an annual service agreement with Intergraph Corporation, dba Hexagon Safety & Infrastructure, a sole source supplier, for records management software applications for the Police Department, at a total cost of $287,162.42.

2018-606 2. Approving a blanket purchase agreement with FS Depot, Inc., a sole source supplier, for street sweeper repair and maintenance parts for the Fleet Management Department, at an amount of $250,000.

2018-607 3. Accepting the bid from Shearer Companies, Inc., in the amount of $168,200, for a new canopy and fire suppression system for Sanitation Department fuel pumps IFB7021; (Engineering Project No. 17228-019; Oracle No. 15936).

2018-608 4. Authorizing the Mayor, or his designee, to grant a Public Utility Easement to Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy, for the installation, operation and maintenance of electrical service upgrades for the Land O' Lakes power substation, located at approximately 2310 Permit Place, Lutz, Florida.

2018-609 5. Confirming the Reappointment of Three Members to the South St. Petersburg Community Redevelopment Area Citizen Advisory Committee. [DELETED]

2018-609 6. A resolution authorizing the Mayor or his designee to accept $101,390.50 from Pinellas County ("County") as the City's share of the FY2018 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding of law enforcement initiatives as set forth in the County's grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $101,390.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2018 Project (TBD); and providing an effective date.

2018-609 7. A resolution accepting certified results of the special municipal election held on November 6, 2018; declaring results of two municipal referendum questions. [DELETED]
12/06/2018

There being no further business Chair Wheeler-Bowman adjourned the meeting at 3:50 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: __________________________
Chan Srinivasa, City Clerk
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Brandi Gabbard, Charles Gerdes, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy Davis were also in attendance. Absent. Amy Foster.

Mayor Rick Kriseman presented a Memorial Tribute and Resolution to the family of former Sanitation Director Benjamin F. Shirley, Sr.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

MOVED CA-1 Acknowledging the selection of Wannemacher Jensen Architects, Inc. (“A/E”) as the most qualified firm to provide design and construction administration services for the Shore Acres Center Replacement Project, in an amount not to exceed $938,145 (“A/E Agreement”); authorizing the City Attorney to make non-substantive changes to the architect/engineering agreement; authorizing the Mayor or his designee, to execute the architect/engineering agreement; approving a supplemental appropriation in the amount $1,300,000 from unappropriated balance in the Recreation and Culture Fund (3029), from the assignment for the Shore Acres Recreation Center, to the Shore Acres Center Replacement Project (Engineering Project No. 17203-017, Oracle No. 15651), to provide the necessary funding for the design services as well as other related project costs; and providing an effective date. [MOVED TO REPORTS AS F-7]

MOVED CA-3 Approving the purchase of passenger trams for the St. Pete Pier™ from Bus Services Corporation, dba Trams International, for the Transportation and Parking Management Department and City Development Administration,
at a total cost of $735,280; approving a supplemental appropriation in the amount of $356,329 from the unappropriated balance of the Fleet Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2527); and approving a supplemental appropriation in the amount of $438,531 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department Parking Facilities Management Division (281-1245) [MOVED TO REPORTS AS ITEM F-8]

MOVED CB-3 Approving a job order to New Vista Builders Group, LLC, to partially renovate the interior of the James Weldon Johnson Community Library (JWJCL). Work is being coordinated by City Engineering & Capital Improvements for the St. Petersburg Library System, at a total contract amount of $64,903. [MOVED TO REPORTS AS ITEM F-4]

MOVED CB-7 A Resolution expressing support for the Complete Streets projects submitted on behalf of the City of St. Petersburg to Forward Pinellas for funding consideration within the Forward Pinellas Complete Streets Program; and providing an effective date. [Moved for good news]


REVISED E-1 Setting January 3, 2019 as the public hearing date.

DELETE F-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 $285,000.00 (A/E Agreement); and providing an effective date. (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, and 16331).

ADD F-5 Land Use & Transportation

ADD F-6 A resolution supporting SB 88 and any other proposed legislation which supports removing preemptions of local laws relating to the regulation of auxiliary containers, wrappings, or disposable plastic bags and/or repealing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services; instructing the City Clerk to transmit this resolution to the Senate President; and providing an effective date.

ADD H-1 Committee of the Whole: Consent Order (11/29/18)

ADD J-6 Ordinance 355-H amending Sections 2-296 and 2-297 of the St. Petersburg City Code related to major construction project requirements for employing apprentices; updating findings and revising definitions; requiring a prevailing wage be paid to apprentices employed to do work on a major construction project; providing clarifying language; adding documentation required to be submitted; amending provisions addressing noncompliance.
ADD J-7 Ordinance 356-H creating a new Article IV in Chapter 11 of the City Code entitled "Expanded Polystyrene and Plastics Regulation"; providing findings, intent, and definitions; creating Division I related to regulations for the distribution of expanded polystyrene products by food service providers on City-owned property and rights-of-way; creating Division II related to regulations for the distribution of single-use plastic straws by food service establishments; and providing an effective date.

ADD CRA-1 City Council Convenes as Community Redevelopment Agency.

ADD CRA-2 Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the 50,000 square foot, 19-story building with 20 dwelling units, located at the southwest corner of 4th Avenue North and 1st Street North, consistent with the Intown Redevelopment Plan. (City File IRP 18-2A). [Continued from December 6, 2018 City Council meeting.]

ADD CRA-3 Adjournment of Community Redevelopment Agency and Reconvening of City Council.


In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Awards and Presentations portion of the agenda, the Lakewood High School Jazz Band gave a performance to Council. No action was taken.

Councilmember Foster entered the meeting at 3:25 p.m.

In connection with the agenda, Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Homeless Leadership Board report be added to today’s agenda.


In connection with reports, Mika Johnson, Library Director gave a presentation to Council regarding the partial renovation of the interior of the James Weldon Johnson Community Library. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-NV-0003 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND NEW VISTA BUILDERS GROUP, LLC ("CONTRACTOR") DATED MAY 2, 2018 FOR CONTRACTOR TO PARTIALLY RENOVATE THE INTERIOR OF THE JAMES WELDON JOHNSON COMMUNITY LIBRARY IN AN AMOUNT NOT TO EXCEED $64,903; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Michael Jefferis, Leisure Services Administrator gave a presentation to Council regarding the selection of Wannemacher Jensen Architects, Inc. as the most qualified firm to provide design and construction administration services for the Shore Acres Center Replacement Project. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

A RESOLUTION ACKNOWLEDGING THE SELECTION OF WANNEMACHER JENSEN ARCHITECTS, INC. ("WANNEMACHER JENSEN") AS THE MOST QUALIFIED FIRM TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE SHORE ACRES CENTER REPLACEMENT PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH WANNEMACHER JENSEN FOR WANNEMACHER JENSEN TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION PHASE SERVICES FOR THE SHORE ACRES CENTER REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $938,145; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,300,000 FROM THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) TO THE SHORE ACRES CENTER REPLACEMENT PROJECT (15651) TO PROVIDE THE NECESSARY FUNDING FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES AS WELL AS OTHER PROJECT COSTS AND PROVIDING AN EFFECTIVE DATE.


In connection with the agenda, Cheryl Stacks, Transportation Manager gave a presentation to Council regarding a resolution expressing support for the Complete Streets projects submitted on behalf of the City of St. Petersburg to Forward Pinellas for funding consideration. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Montanari moved with the second of Councilmember Gerdes that the following resolution be adopted:

2018-624 A RESOLUTION EXPRESSING SUPPORT FOR THE COMPLETE STREETS PROJECTS SUBMITTED ON BEHALF OF THE CITY OF ST. PETERSBURG TO FORWARD PINELLAS FOR FUNDING CONSIDERATION WITHIN THE FORWARD PINELLAS COMPLETE STREETS PROGRAM; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. George Maher, 3100 52nd Lane North, spoke regarding a schedule for street sweepers.
2. William Hermann, 130 4th Avenue North, spoke regarding fairness in the hearing procedures for the Bezu.
3. Hunter Miller, 5347 10th Street North, spoke regarding protection from offshore oil drilling.
4. Mary Gerken, 1345 15th Street North, spoke regarding climate change.
5. Craig Taraszk, 1448 51st Avenue Northeast, thanked Council for the cleanup of the Shore Acres Community Center.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 357-H. Chris Ballestra, Enterprise Facilities Director gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 3, 2019 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 357-H

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.


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Chair Wheeler-Bowman recessed the City of St. Petersburg City Council meeting at 4:18 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 4:28 p.m.

In connection with reports, Raul Quintana, City Architect gave a presentation to Council regarding a Third Amendment with W. Architecture and Landscape Architecture, LLC for the North Yacht Basin Seawall. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-632 A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY”) AND W ARCHITECTURE AND LANDSCAPE ARCHITECTURE, LLC. ("A/E") DATED AUGUST 25, 2016, FOR A/E TO PROVIDE ADDITIONAL (I) CONSTRUCTION ADMINISTRATION SERVICES FOR THE NORTH YACHT BASIN SEAWALL AND (II) DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES OF THE SITE TECHNOLOGY SYSTEMS IN AN AMOUNT NOT TO EXCEED $53,852 FOR THE PIER APPROACH PROJECT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED OF $2,786,011; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE THIRD AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE CITYWIDE INFRASTRUCTURE CIP FUND (3027) IN THE AMOUNT OF $33,602 FROM THE SEAWALL RENOVATIONS & REPLACEMENT FY18 PROJECT (16184); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $33,602 FROM THE UNAPPROPRIATED BALANCE OF THE CITYWIDE INFRASTRUCTURE CIP FUND (3027) TO THE PIER APPROACH PROJECT (ECID PROJECT NO. 09227-119; ORACLE PROJECT NO. 15377); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Councilmember Driscoll gave a presentation to Council regarding a resolution supporting SB 88 and any other proposed legislation which supports removing preemptions of local laws related to regulation of auxiliary containers, wrappings, or disposable plastic bags and/or repealing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Driscoll moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-633 A RESOLUTION SUPPORTING SB 88 AND ANY OTHER PROPOSED LEGISLATION WHICH SUPPORTS REMOVING PREEMPTIONS OF LOCAL LAWS RELATING TO THE REGULATION OF AUXILIARY CONTAINERS, WRAPPINGS, OR DISPOSABLE PLASTIC BAGS AND/OR REPEALING THE PREEMPTION OF LOCAL LAWS REGARDING THE USE OR SALE OF POLYSTYRENE PRODUCTS TO THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO THE SENATE PRESIDENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Evan Mory, Transportation & Parking Management Director gave a PowerPoint presentation to Council regarding the purchase of passenger trams for the St. Pete Pier from Bus Services Corporation. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-634 A RESOLUTION APPROVING THE PURCHASE OF THREE ADA-COMPLIANT PASSENGER TRAMS FOR THE NEW ST. PETERSBURG PIER™ FROM BUS SERVICES CORPORATION D/B/A TRAMS INTERNATIONAL AT A TOTAL COST NOT TO EXCEED $735,280; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $356,329 FROM THE UNAPPROPRIATED BALANCE OF THE FLEET EQUIPMENT REPLACEMENT FUND (5002) TO THE FLEET MANAGEMENT ADMINISTRATION DIVISION (800-2527); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $438,531 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT PARKING FACILITIES MANAGEMENT DIVISION (281-1245); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Sharon Wright, Sustainability & Resiliency Director and Sustainability Coordinator Alexandria Hancock gave a PowerPoint presentation to Council regarding the approval of an Electric Vehicle Site Host Agreement between St. Petersburg and Duke Energy Florida, LLC. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.
Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-635  A RESOLUTION APPROVING AN ELECTRIC VEHICLE SITE HOST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND DUKE ENERGY FLORIDA, LLC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Land Use & Transportation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing, Land Use & Transportation Committee report presented by Councilmember Rice.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Gerdes that the following resolution be adopted:

2018-636  A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF AGREEMENTS TO BLD SERVICES, LLC AND GRANITE LINLER LLC AT A TOTAL COST OF BOTH CONTRACTS NOT TO EXCEED $800,000 FOR SANITARY (SAN) SEWER LATERAL LINING REHABILITATION SERVICES UTILIZING THE CITY OF LARGO, FLORIDA BID NO. 19-B-645; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


Mr. Tankersley gave an update to Council regarding the recent sewer spills. No action was taken.
Vice-Chair Kornell recessed the meeting at 5:48 p.m. for a dinner break.

Vice-Chair Kornell reconvened the meeting at 6:33 p.m.

In connection with public hearings, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Montanari that the following resolutions be adopted:

2018-637 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1595 ("LCA 1595") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2018-638 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1240 ("SEC 1240") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2018-639 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 467 ("DMO NO. 467") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 354-H. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 354-H entitled:

PROPOSED ORDINANCE NO. 354-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), CITYWIDE INFRASTRUCTURE FUND (3027), RECREATION AND CULTURE CAPITAL FUND (3029), MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), DOWNTOWN PARKING IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL IMPROVEMENT FUND (4043), AND PORT CAPITAL IMPROVEMENT FUND (4093), FOR THE FISCAL YEARS 2019 THROUGH 2023; ADOPTING THE FDOT DISTRICT SEVEN’S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2018/19 TO 2022/23; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the titles of proposed Ordinances 733-L, 764-Z, 734-L and 765-Z. A presentation was made by Derek Kilborn, Urban Planning & Historic Preservation Manager and Attorney Don Mastry (representing Applicant) regarding a private initiated application requesting amendments to the Future Land Use Map and Official Zoning Map designations for four (4) parcels comprising a combined 4.294-acres located near the St. Petersburg Country Club, Inc. clubhouse within the Lakewood Estates neighborhood. The purpose of the proposed map amendments is to create single-family home sites. (City File FLUM-52)

Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Judy Ellis, 1874 Juarez Way South, spoke in support of the proposed Ordinances and resolution.
2. Bob Neville, 2160 Fairway Avenue South, spoke in opposition to the proposed Ordinances and resolution.
3. Pat Lambert, 4831 Napoli Court Northeast, spoke in opposition to the proposed Ordinances and resolution.

4. Mike Kieman, 360 Central Avenue, spoke in support of the proposed Ordinances and resolution.

The following person(s) were present but did not wish to speak:

1. Yvonne Rocks, 2113 Barcelona Way South, was in support in support of the proposed Ordinances and resolution.

5. Kathleen Neely, 1711 Lakewood Drive South, was in support of the proposed Ordinances and resolution.

6. Hewitt Clark, 199 Dali Boulevard, was in support of the proposed Ordinances and resolution.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 733-L, 764-Z, 734-L and 765-Z entitled:

PROPOSED ORDINANCE NO. 733-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR THREE PARCELS OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKewood ESTATES NEIGHBORHOOD, FROM R/OS (RECREATION/OPEN SPACE) TO RL (RESIDENTIAL LOW); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 764-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR THREE PARCELS OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKewood ESTATES NEIGHBORHOOD, FROM NSE (NEIGHBORHOOD SUBURBAN ESTATE) TO NS-2 (NEIGHBORHOOD SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

426
PROPOSED ORDINANCE NO. 734-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKEWOOD ESTATES NEIGHBORHOOD, FROM R/OS (RECREATION/OPEN SPACE) TO RL (RESIDENTIAL LOW); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 765-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE ST. PETERSBURG COUNTRY CLUB, INC. CLUBHOUSE WITHIN THE LAKEWOOD ESTATES NEIGHBORHOOD, FROM NSE (NEIGHBORHOOD SUBURBAN ESTATE) TO NS-2 (NEIGHBORHOOD SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

2018-640 A RESOLUTION TRANSMITTING A PROPOSED AMENDMENT TO THE CITY OF ST. PETERSBURG LOCAL GOVERNMENT COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.


Chair Wheeler-Bowman recessed the meeting at 7:21 p.m. for a short break.

Vice-Chair Kornell reconvened the meeting at 7:28 p.m.

In connection with public hearings, the Clerk read the title of proposed Ordinance 355-H. Louis Moore, Procurement & Supply Management Director gave a presentation to Council regarding the proposed Ordinance. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. John Muhammad, spoke in support of the proposed Ordinance.
2. Rich Alvarez, 1601 16th Street South, spoke in support of the proposed Ordinance.
3. Susan McGrath, 2732 Burlington Avenue North, spoke in support of the proposed Ordinance.
4. Freddy Davila, 675 64th Avenue South, spoke in support of the proposed Ordinance.
5. Jason Spears, 445 34th Avenue Northeast, spoke in opposition to the proposed Ordinance.
6. Shawn McDonnell, 1401 9th Avenue North, spoke in support of the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 355-H entitled:

PROPOSED ORDINANCE NO. 355-H

AN ORDINANCE AMENDING SECTIONS 2-296 AND 2-297 OF THE ST. PETERSBURG CITY CODE RELATED TO MAJOR CONSTRUCTION PROJECT REQUIREMENTS FOR EMPLOYING APPRENTICES; UPDATING FINDINGS AND REVISING DEFINITIONS; REQUIRING A PREVAILING WAGE BE PAID TO APPRENTICES EMPLOYED TO DO WORK ON A MAJOR CONSTRUCTION PROJECT; PROVIDING CLARIFYING LANGUAGE; ADDING DOCUMENTATION REQUIRED TO BE SUBMITTED; AMENDING PROVISIONS ADDRESSING NONCOMPLIANCE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 356-H. Sharon Wright, Sustainability & Resiliency Director gave a PowerPoint presentation regarding the proposed Ordinance. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Gordon Harlow Bonnett, 600 33rd Avenue North, spoke in support of the proposed Ordinance.
2. Manuela Boron, 326 8th Avenue Northeast #6, spoke in support of the proposed Ordinance.
3. Mike Fogel, 733 Oak Street Northeast, spoke in support of the proposed Ordinance.
4. Corey Givens, Jr., 777 38th Avenue South, spoke in support of the proposed Ordinance.
5. Thomas Paterek, 432 23rd Avenue North, spoke in support of the proposed Ordinance.
6. Jazzy Duarte, 524 Bay Street Northeast #4, spoke in support of the proposed Ordinance.
7. Miles Fetherston-Rescit, 3145 7th Avenue North, spoke in support of the proposed Ordinance.
8. Will Shedden, 4320 26th Avenue North, spoke in support of the proposed Ordinance.
9. Jenna Stevens, 3110 1st Avenue North #214, spoke in support of the proposed Ordinance.
10. Jessica Salmond, 4109 Queen Street North, spoke in support of the proposed Ordinance.
11. David Hastings, 2944 Burlington Avenue North, spoke in support of the proposed Ordinance.
12. Emer Kelly, 2855 8th Avenue North, spoke in support of the proposed Ordinance.
13. Zariana Barrera & Amelia Darnold, 251 29th Street North, spoke in support of the proposed Ordinance.
14. Erden Barrera-Robbins, 251 29th Street North, spoke in support of the proposed Ordinance.
15. Rowan Kolosey, 251 29th Street North, spoke in support of the proposed Ordinance.
16. Christian Leon, 475 Central Avenue, spoke in support of the proposed Ordinance.
17. Karl Nurse, 176 21st Avenue Southeast, spoke in support of the proposed Ordinance.
18. Connor O'Toole, 7210 10th Street North, spoke in support of the proposed Ordinance.
19. Melissa Pielet, 4200 54th Avenue South, spoke in support of the proposed Ordinance.
20. Olivia Mustain, 7210 10th Street North, spoke in support of the proposed Ordinance.
21. Erika Owen-McCann, 1454 63rd Terrace South, spoke in support of the proposed Ordinance.
22. Ryan Mitchell, 2451 2nd Avenue North, spoke in support of the proposed Ordinance.
23. Laura Hum, 2848 15th Avenue North, spoke in support of the proposed Ordinance.
24. Sara Snader, 512 Dartmoor Street Apt. 11, spoke in support of the proposed Ordinance.
25. Lisa Vanover, 5001 28th Avenue South, spoke in support of the proposed Ordinance.
26. Joseph Cover, 352 Grove Street North, spoke in support of the proposed Ordinance.
27. Joshua Black, 3222 Queen Street North, spoke in opposition to the proposed Ordinance.
28. Michael Conlee, 13090 Gandy Boulevard, spoke in support of the proposed Ordinance.
29. Jen Underhill, 1331 16th Avenue North, spoke in support of the proposed Ordinance.
30. Chris Steinocher, 100 2nd Avenue North, spoke regarding the proposed Ordinance.

The following person(s) were present but did not wish to speak:

1. Loran Randelli, 1901 3rd Street South, was in support of the proposed Ordinance.
2. Joni Spencer, 1901 3rd Street, was in support of the proposed Ordinance.
3. Jana Hoeftling, 631 46th Street, was in support of the proposed Ordinance.
4. Deana Hailik, 722 72nd Street North, was in support of the proposed Ordinance.
5. Melanie Grillone, was in support of the proposed Ordinance.
6. Patricia Fling, 1201 86th Avenue North, was in support of the proposed Ordinance.
7. Jane Allen, 222 26th Avenue South, was in support of the proposed Ordinance.

Councilmember Rice moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council extend speaking time by three minutes.

Councilmember Gabbard moved with the second of Councilmember Foster that the following resolution be adopted:

2018-641 A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, REQUESTING THE CITY ADMINISTRATION TO RETURN TO A REGULARLY SCHEDULED CITY COUNCIL MEETING NO LATER THAN TEN MONTHS AFTER JANUARY 1, 2019, WITH A REPORT ITEM PROVIDING AN UPDATE REGARDING THE PROGRESS OF EDUCATION, OUTREACH, AND ENFORCEMENT EFFORTS WITH RESPECT TO THE IMPLEMENTATION OF ORDINANCE 356-H; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 356-H entitled:

PROPOSED ORDINANCE NO. 356-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, CREATING A NEW ARTICLE IV IN CHAPTER 11 OF THE CITY CODE ENTITLED “EXPANDED POLYSTYRENE AND PLASTICS REGULATION”; PROVIDING FINDINGS, INTENT AND DEFINITIONS; CREATING DIVISION I RELATED TO REGULATIONS FOR THE DISTRIBUTION OF EXPANDED POLYSTYRENE PRODUCTS BY FOOD SERVICE PROVIDERS ON CITY-OWNED PROPERTY AND RIGHTS-OF-WAY; CREATING DIVISION II RELATED TO REGULATIONS FOR THE DISTRIBUTION OF SINGLE-USE PLASTIC STRAWS BY FOOD SERVICE ESTABLISHMENTS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading as amended.


In connection with the Homeless Leadership Board report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Homeless Leadership Board report of presented by Councilmember Foster.


In connection with the Committee of the Whole: Consent Order report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve the Committee of the Whole motion for a 7-inch Level of Service Event for the Water Resources Master Plan.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Consent Order report of November 29, 2018 presented by Vice-Chair Kornell.

Consent Agenda A  
December 13, 2018

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

1. Acknowledging the selection of Wanne Maher Jensen Architects, Inc. ("A/E") as the most qualified firm to provide design and construction administration services for the Shore Acres Center Replacement Project, in an amount not to exceed $938,145 ("A/E Agreement"); authorizing the City Attorney to make non-substantive changes to the architect/engineering agreement; authorizing the Mayor or his designee, to execute the architect/engineering agreement; approving a supplemental appropriation in the amount $1,300,000 from unappropriated balance in the Recreation and Culture Fund (3029), from the assignment for the Shore Acres Recreation Center, to the Shore Acres Center Replacement Project (Engineering Project No. 17203-017, Oracle No. 15651), to provide the necessary funding for the design services as well as other related project costs; and providing an effective date. [MOVED TO REPORTS AS F-7]

2018-617  
2. Approving the second year of support services agreement from Oracle America, Inc., a sole source supplier, for the Oracle eBusiness Suite, Work and Asset Management system, and other Oracle and Solaris technology products, for the Department of Technology Services, at a total cost of $762,265.48.

2018-618  
3. Approving the purchase of passenger trams for the St. Pete Pier™ from Bus Services Corporation, dba Trams International, for the Transportation and Parking Management Department and City Development Administration, at a total cost of $735,280; approving a supplemental appropriation in the amount of $356,329 from the unappropriated balance of the Fleet Equipment Replacement Fund (5002) to the Fleet Management Administration Division (800-2527); and approving a supplemental appropriation in the amount of $438,531 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation and Parking Management Department Parking Facilities Management Division (281-1245). [MOVED TO REPORTS AS ITEM F-8]

1. Approving the renewal of a blanket purchase agreement with Tyler Technologies, Inc., formerly Socrata, Inc., a sole source supplier, for software maintenance for the Department of Technology Services, at an estimated annual cost of $119,941, for a total contract amount of $262,293.

2. Accepting a proposal from BLM Technologies of Florida LLC, dba EvolvTec, for computer hardware maintenance and repair, for the Department of Technology Services, at an estimated annual cost of $40,000, for a total contract amount of $120,000.

3. Approving a job order to New Vista Builders Group, LLC, to partially renovate the interior of the James Weldon Johnson Community Library (JWJCL). Work is being coordinated by City Engineering & Capital Improvements for the St. Petersburg Library System, at a total contract amount of $64,903. [MOVED TO REPORTS AS ITEM F-5]

4. Authorizing the Mayor, or his designee, to execute a Fifth Amendment to the City of St. Petersburg's September 27, 2007 Lease Agreement with Harborage Marina, L.L.C. ("Lease") in accordance with the voter-approved conditions of Ordinance 336 H, including expansion of the leased premises to allow for a new dock and other improvements and extension of the Lease term to a date no more than 30 years following execution of the amendment (expected November 30, 2048). Requires affirmative vote of at least six (6) members of City Council.

5. Authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Robert A. Diaz and Christine Harlan, for an annual fee of $50.00, to fence a portion of a City-owned property located in Safety Harbor for the City's 36-Inch Water Transmission Main.

6. Authorizing the Mayor, or his designee, to execute a three (3) year License Agreement between the City of St. Petersburg and the Salvador Dali Museum, Inc. for use of fifty (50) non-exclusive vehicular parking spaces to accommodate employee parking within
the Albert Whitted Airport overflow parking area for a use fee of $1,406.89 per month. Requires affirmative vote of at least six (6) members of City Council.

7. A Resolution expressing support for the Complete Streets projects submitted on behalf of the City of St. Petersburg to Forward Pinellas for funding consideration within the Forward Pinellas Complete Streets Program; and providing an effective date. [MOVED FOR GOOD NEWS]

8. Authorizing the Mayor, or his designee, to consent to the assignment of the Lease Agreement dated June 29, 2016 with James RE, LLC, a Florida limited liability company, to James Museum, Inc., a Florida not-for-profit corporation, for the use of parking spaces on floors 3 and 4 within the South Core Parking Garage.

9. Authorizing the Mayor or his designee to enter into a cooperative funding agreement with the Southwest Florida Water Management District for the City of St. Petersburg Toilet Replacement Program Phase 17 for a total project cost of $50,000 with the City’s share not to exceed $25,000.

10. A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-01-GFY/T to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. (A/E), dated May 13, 2016, for A/E to provide professional engineering services related to the 28th Street North Trail between Gandy Boulevard and Roosevelt Boulevard Project in an amount not to exceed $99,658 (ECID Project No. 19037-112; Oracle No. 15084); and providing an effective date.

11. Confirming the reappointment Roland Ribblet as a regular member, Contractor Category to the Code Enforcement Board to serve a three-year term ending December 31, 2021. Confirming the reappointment of Gregory Holzwarth as a regular member to the Code Enforcement Board to serve a three-year term ending December 31, 2021. Confirming the appointment of John R. Oxley as an Alternate member to the Code Enforcement Board to serve an unexpired three-year term ending December 31, 2019.

12. Approving the minutes of the October 4, October 11, and October 18, 2018 City Council meetings.

12/13/2018

There being no further business Vice-Chair Kornell adjourned the meeting at 10:34 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____________________________________
     Chan Srinivasa, City Clerk
The following page(s) contain the backup material for Agenda Item: Approving the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for fiscal year 2019; authorizing the Mayor or his designee to execute the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement; and providing an effective date. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 7, 2019

Report

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

SUBJECT: A resolution approving the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for fiscal year 2019; authorizing the Mayor or his designee to execute the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement; and providing an effective date.

EXPLANATION: The City and the Pinellas County Emergency Medical Services Authority (the “Authority”) entered into the Emergency Medical Services ALS First Responder Agreement (the “ALS Agreement”) on or about September 26, 2017 wherein the Authority funds the City’s provision of Advanced Life Support (ALS) First Responder Services in the City, the East Highpoint Fire District and the Gandy Fire District (collectively referred to as the “City’s EMS District”). Within the ALS Agreement, the City and the Authority agreed to work collaboratively to expand the use of Priority Dispatch Protocols to reduce responses to certain non-life threatening EMS incidents if the Authority would revise their level of service resolution to adopt the City’s current ALS deployment as a minimum foundation necessary to maintain current service levels within the City’s EMS District.

The City and Authority entered into negotiations for a new agreement titled “2019 Emergency Medical Services ALS First Responder Growth Management Agreement” (the “Agreement”). The Agreement establishes the collaboration of the Authority and the City to manage the growth of EMS incidents through a multi-faceted and cooperative effort to prioritize availability of ALS First Responder Units for life threatening emergencies, potentially life-threatening emergencies and fire suppression by reducing the EMS workload of ALS First Responder Units to non-life threatening EMS incidents.

The Agreement ends on September 30, 2019 and allows for three (3) one (1) year extensions. During the term of this Agreement, the Authority shall maintain the funding for Authority Funded Units in accordance with the ALS Agreement and any amendments thereto.

RECOMMENDATION: Administration recommends the approval of the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement; authorizing the Mayor or his designee to execute the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received in relation to the Emergency Medical Services ALS First Responder Agreement will be deposited into the Emergency Medical Services Fund (1009). Funding will be available in the FY 19 Operating Budget.
ATTACHMENTS: 2019 Emergency Medical Services ALS First Responder Growth Management Agreement Resolution Presentation

APPROVALS: 
Administration: ___________________________ Budget: ___________________________

Citylaw 00425433
Resolution No. 2019 - _____

A RESOLUTION APPROVING THE 2019 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER GROWTH MANAGEMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG (THE "CITY") AND THE PINELAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY (THE "AUTHORITY") FOR FISCAL YEAR 2019; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE 2019 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER GROWTH MANAGEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Authority entered into the Emergency Medical Services ALS First Responder Agreement (the "ALS Agreement") on or about September 26, 2017 wherein the Authority funds the City’s provision of Advanced Life Support (ALS) First Responder Services in the City, the East Highpoint Fire District and the Gandy Fire District (collectively referred to as the "City’s EMS District"); and

WHEREAS, in the ALS Agreement, the City and the Authority agreed to work collaboratively to expand the use of Priority Dispatch Protocols to reduce responses to certain non-life threatening EMS incidents if the Authority would revise their level of service resolution to adopt the City’s current ALS deployment as a minimum foundation necessary to maintain current service levels within the City’s EMS District; and

WHEREAS, the City and the Authority have negotiated the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement (the “Agreement”) for fiscal year 2019 that will expire on September 30, 2019, and allows for three (3) one (1) year extensions; and

WHEREAS, the Administration recommends that the Agreement be executed by the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between the City of St. Petersburg and the Authority is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between the City of St. Petersburg and the Authority.

This resolution shall become effective immediately upon its adoption.-

Approvals:
Approved as to Form and Substance:
City Attorney (designee)
City Attorney (designee)

Administration:
2019

EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER
GROWTH MANAGEMENT AGREEMENT

CITY OF ST. PETERSBURG

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774
EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER
GROWTH MANAGEMENT AGREEMENT

AGREEMENT made this ____ day of __________, 2019, between the CITY OF ST. PETERSBURG, a Florida municipal corporation ("Contractor") and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services ("EMS") throughout Pinellas County ("County"), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended ("The Acts").

2. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services (collectively referred to as "Provider Agencies").

3. The Authority has entered into an agreement with Contractor to provide First Responder Services (the "ALS Agreement").

4. Contractor and Authority agreed in Section 402 of the ALS Agreement to work collaboratively to expand the use of Priority Dispatch Protocols to reduce responses to certain non-life threatening EMS Incidents, and further agreed that the expansion of the use of Priority Dispatch Protocols would be dependent on the Authority revising their level of service resolution to adopt Contractor's current ALS deployment as the minimum foundation necessary to maintain current services levels within the Contractor's EMS District in accordance with Section 403 of the ALS Agreement.

5. The Authority and certain Provider Agencies desire to collaborate to manage the growth of EMS Incidents through a multi-faceted and cooperative effort to
prioritize availability of ALS First Responder Units for life threatening emergencies, potentially life-threatening emergencies and fire suppression by reducing the EMS workload of ALS First Responder Units to non-life threatening EMS Incidents.

6. The preparedness model for emergency medical services statically deploys units and resources geographically to meet specified travel time performance and historical demand workload by zone and provides coverage at all times irrespective of demand migrations.

7. The demand model for emergency medical services deploys units dynamically to migrate toward areas and times of increased demand and coverage varies by demand.

8. The Authority hereby recognizes the preparedness model for ALS First Responder coverage throughout the County and agrees to maintain the current level of service and funding for the current Authority Funded ALS First Responder Units for Provider Agencies that participate in growth management strategies.

9. The Authority and Contractor desire to work collaboratively to develop, implement, and monitor the phased implementation of growth management strategies.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE.
The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the parties
hereto to enable the cooperative provision of ALS First Responder Services following
the growth management strategies outlined herein.

SECTION 102. COOPERATION.
The parties shall cooperate and use all reasonable efforts, pursuant to the terms of this
Agreement, to facilitate the terms of this Agreement.

SECTION 103. CONTRACT DOCUMENTS.
The following Appendix is attached to and made part of this Agreement:
Appendix A. Foundational Units Resolution

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Terms used but not defined in this Agreement
shall have the same meaning as those terms in the Emergency Medical Services ALS
First Responder Agreement between the Authority and Contractors.

Unless the context otherwise requires, capitalized terms used herein shall have the
following meanings ascribed to them:

"Growth Management Plan" is the sum of all efforts to manage the growth of EMS
demand by prioritizing the availability of ALS First Responder Units for response to life-
threatening medical emergencies, potentially life-threatening medical emergencies, fire
suppression and other hazardous emergencies, through the response of Ambulances
only to non-life-threatening or routine Patient transportation requests for service. Efforts
may include other growth management initiatives to reduce the demand for EMS
services through public education, community outreach, pathway management and
alternate response configurations for segments of Patients not experiencing life
threatening or potentially life-threatening emergencies.
ARTICLE III
GROWTH MANAGEMENT

SECTION 301. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor shall cooperate with the Authority in implementing periodic enhancements and improvements to the Priority Dispatch Protocols through collaboration and mutual consent.

SECTION 302. GROWTH MANAGEMENT PLAN. Contractor and Authority agree to expand the use of Priority Dispatch Protocols to actively implement growth management strategies to reduce the EMS workload of ALS First Responder responses to certain non-life-threatening EMS Incidents and partner on other growth management initiatives. The Authority and Contractor will work collaboratively to expand and enhance public education programs and EMS Incident reduction programs. The Authority and Contractor will reduce response for ALS First Responder Units for emergency medical dispatch codes 17A00, 17A01, 17A02, 17A03 and 26A. Upon mutual consent by the Authority and Contractor, additional emergency medical codes may be considered for addition to the Growth Management Plan. For instances in which an Ambulance is predicted at time of dispatch to exceed a twenty (20) minute response time to an Ambulance only response, an ALS First Responder Unit will be dispatched immediately. The time interval to automatically dispatch an ALS First Responder Unit may be modified by a Medical Operations Manual protocol or medical control directive upon mutual consent with Contractor. ALS First Responder Units will be immediately requested by Ambulance personnel for situations in which a life-threatening or potentially life-threatening Patient is encountered or assistance is needed to safely move the Patient for transport. ALS First Responder Units will respond to assist when requested.
SECTION 303. **COMPLIANCE WITH PRIORITY DISPATCH PROTOCOLS.** The Authority, through the Regional 9-1-1 Center, shall ensure that the compliance to the Priority Dispatch Protocols is ninety-five percent (95.0%) or greater measured monthly and reported on a rolling quarterly basis before each segment of the Growth Management Plan (i.e. response determinant) is implemented and that protocol compliance is maintained at ninety-five percent (95.0%) or greater for selecting the correct determinant. The Authority, through the Regional 9-1-1 Center, shall ensure the elapsed time from the verification of the address to the response determinant is sixty (60) seconds or less for ninety percent (90.0%) or greater for EMS Incidents under the Growth Management Plan, measured monthly and reported on a rolling quarterly basis. If protocol compliance does not consistently meet the requirements, the Growth Management Plan may be suspended, modified or restructured. The objective is to minimize under triage and response.

SECTION 304. **FUNDING.** During the term of this Agreement, the Authority shall maintain the funding for Authority Funded Units in accordance with the ALS Agreement, and any amendments thereto, to ensure the level of response readiness and current service levels are not reduced within the Contractor's EMS District in accordance with Section 403 of the ALS Agreement.

SECTION 305. **RESOLUTION.** Within thirty (30) days of the execution of this Agreement, the Authority will implement the Resolution attached as Appendix A, documenting the current ALS First Responder Unit deployment model as the Authority's authorized ALS First Responder Units necessary to maintain response readiness and current service levels in each EMS District and countywide. Such deployment model is termed the "foundational units" necessary to ensure current service levels.
ARTICLE IV
INSURANCE AND INDEMNIFICATION

SECTION 401. INSURANCE REQUIREMENTS. Contractor and Authority adopt and incorporate herein the Minimum Insurance Requirements and Additional Insurance Requirements of Article VI of the Emergency Medical Services ALS First Responder Agreement.

SECTION 402. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 402 shall survive expiration or earlier termination of this Agreement.

ARTICLE V
TERM AND TERMINATION

SECTION 501. TERM OF AGREEMENT. This Agreement shall be from the date of execution and ending at midnight September 30, 2019, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for three (3) additional one (1) year periods following the initial term through written agreement of the parties.
SECTION 502. **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated without cause by any party at any time, upon giving thirty (30) days written notice to all parties in accordance with Section 604.

SECTION 503. **EFFECTIVE DATE.** This Agreement shall be effective upon execution by the parties.

**ARTICLE VI**

**MISCELLANEOUS**

SECTION 601. **CONTRACTOR IS INDEPENDENT CONTRACTOR.** The parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the Authority or the County.

SECTION 602. **APPLICABLE LAWS.** Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 603. **COUNTERPARTS.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 604. **NOTICES.** All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and shall be addressed as follows:

If to Authority:

Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774
If to Contractor:

City of St. Petersburg
175 Fifth Street North
St. Petersburg, Florida 33701
ATTN: Mayor’s Office

SECTION 605. **NO WAIVER OF RIGHTS UNDER SPECIAL ACT.** Authority and Contractor have worked together in good faith to prioritize ALS First Responder Unit availability for rapid response to life-threatening medical emergencies, potentially life-threatening medical emergencies, fire suppression and other hazardous emergencies. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach the agreement herein not be seen as a waiver of any rights either the Contractor, or the Authority may have under the Special Act, previous litigation and orders and judgments associated therewith.

[Signature Page to Follow]
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ________ day of ____________, 2019.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

____________________________
Deputy Clerk

____________________________
Chairman

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA

____________________________
by: __________________________
Print: _________________________
Title: _________________________

Attest: _________________________

Approved as to Content and Form:

____________________________
City Clerk

____________________________
City Attorney (designee)
APPENDIX A
FOUNDATIONAL UNITS RESOLUTION

RESOLUTION 19- ___

A RESOLUTION OF THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY ESTABLISHING FOUNDATIONAL UNITS NECESSARY TO MAINTAIN THE CURRENT LEVEL OF SERVICE FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, the Pinellas County Emergency Medical Services Authority ("Authority") has established levels of service through service agreements with Municipalities and Fire Districts for Advanced Life Support (ALS) First Responder Services;

WHEREAS, the current level of service is achieved through Authority funded ALS First Responder Units (Authority funded) and augmented by units whose staffing is funded by Municipalities and Fire Districts (Authority authorized and Contractor funded);

WHEREAS, the preparedness to respond to life threatening and potentially life-threatening emergencies is based upon the specific Authority authorized and funded ALS First Responder Units to meet geographic coverage and call density requirement by response zone has resulted in the foundational units necessary for the EMS System to meet the current level of service;

WHEREAS, the implementation of growth management strategies to reduce responses of ALS First Responder Units is necessary to manage the growth of additional resources that may be necessary in the future, it does not eliminate the need for foundational units to ensure public health and safety;

NOW, THEREFORE BE IT RESOLVED:

1. The Authority establishes the current deployment of foundational ALS First Responder Units are necessary to meet current EMS System demand and the current level of service. The list ALS First Responder Units authorized and funded by the Authority is shown as Exhibit "A".

2. This Resolution shall not inhibit or preclude the Authority from determining the need for additional future resources or enhancements to the deployment plan for each EMS District.

3. The Authority shall not eliminate authorization or funding for existing Authority funded ALS First Responder Units, shown as Exhibit "A", which have a reduced number of responses to EMS incidents due to the implementation of growth management strategies.

4. Such funding is subject to the fiscal non-funding clause contained in the ALS First Responder Agreements.
### Exhibit A
**Foundational Units**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Authority Funded Units</th>
<th>Contractor Funded Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dunedin</td>
<td>Engine 60, Engine 61, Engine 62</td>
<td>None</td>
</tr>
<tr>
<td>East Lake</td>
<td>Engine 56, Squad 57, Engine 58</td>
<td>None</td>
</tr>
<tr>
<td>Gulfport</td>
<td>Engine 17</td>
<td>None</td>
</tr>
<tr>
<td>Largo</td>
<td>Engine 38, Engine 39, Squad 39, Engine 40, Medic 40, Engine 41, Rescue 41, Rescue 42, Truck 42, Engine 43</td>
<td>Squad 38</td>
</tr>
<tr>
<td>Lealman (including Tierra Verde)</td>
<td>Engine 18, Rescue 18, Engine 19, Rescue 19, Engine 21</td>
<td>Rescue 21</td>
</tr>
<tr>
<td>Madeira Beach</td>
<td>Engine 25</td>
<td>None</td>
</tr>
<tr>
<td>Oldsmar</td>
<td>Engine 54</td>
<td>Rescue 54</td>
</tr>
<tr>
<td>Palm Harbor</td>
<td>Engine 65, Squad 65, Engine 66, Truck 67, Engine 68</td>
<td>None</td>
</tr>
<tr>
<td>Pinellas Park</td>
<td>Engine 16, Rescue 33, Truck 33, Rescue 34, Squad 35</td>
<td>Engine 34,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Truck 35 or Engine 35</td>
</tr>
<tr>
<td>Pinellas Suncoast (see note)</td>
<td>Squad 26, Engine 27, Truck 28</td>
<td>None</td>
</tr>
<tr>
<td>Safety Harbor</td>
<td>Engine 52, Truck 53</td>
<td>None</td>
</tr>
<tr>
<td>Seminole</td>
<td>Engine 29, Squad 29, Engine 30, Engine 31, Engine 32</td>
<td>None</td>
</tr>
<tr>
<td>South Pasadena</td>
<td>Rescue 20</td>
<td>Engine 20 or Truck 20</td>
</tr>
<tr>
<td>St. Pete Beach</td>
<td>Medic 22, Rescue 23</td>
<td>Squad 22</td>
</tr>
<tr>
<td>Tarpon Springs</td>
<td>Squad 69, Truck 70, Engine 71</td>
<td>None</td>
</tr>
<tr>
<td>Treasure Island</td>
<td>Engine 24</td>
<td>Medic 24</td>
</tr>
</tbody>
</table>

**Note:** For Pinellas Suncoast Fire & Rescue District, this resolution should be interpreted in accordance with the provisions of the Settlement Agreement executed July 25, 2017, between the Pinellas Suncoast Fire & Rescue District and the Pinellas County Emergency Medical Services Authority pursuant to Pinellas County Circuit Court Case No. 16-002888-CI, in the event of any difference between the terms of this document and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

As of November 15, 2018
EMS Growth Management Strategies

ISSUED JOINTLY BY PINELLAS COUNTY AND PARTICIPATING CITIES AND DISTRICTS THROUGH THE DATA DRIVEN FOCUS GROUP

December 2018
Initial Partners
Data Driven Focus Group

- The “Data Driven Focus Group” is a collaborative between all City and Fire District Fire Chiefs and County Safety & Emergency Services staff to evaluate the response time performance and workload of ALS First Responder Units.

- This group has expanded to include the EMS Medical Director and Sunstar for the Growth Management project.
Several Cities and Fire Districts feel that it is time to implement growth management on a voluntary basis:

- Clearwater, East Lake, Largo, Lealman, Pinellas Suncoast, Safety Harbor, Seminole, and St. Petersburg are interested.
- Approach will be an opt-in through an Interlocal Agreement
- Other Cities and Districts may join later
- Continue to support the partnership between the Cities/Fire Districts and the County.

EMS demand continues to increase; stakeholders feel it’s time to implement some growth management strategies before the service level to emergencies is negatively impacted.
Growth Management Strategies

• First priority is quality care.

• Fully Implement the Medical Priority Dispatch System (MPDS)
  ▪ Effectively utilize resources
  ▪ Improve quality and efficiency
  ▪ Structured process
    – Rapidly identify severe problems
    – Triage based on call nature and severity
    – Instructions to the caller while EMS responds
    – Dispatch of the appropriate unit(s) based upon the triage
International Academy of Emergency Dispatch Response Model

• Every EMS System, using IAED, determines their local response model based upon:
  ▪ Local demographics
  ▪ Available resources
  ▪ Level of service (*basic or advanced life support*)
  ▪ Local response time standards

• Triage is an integral part of the model

• The Pinellas County Regional 9-1-1 Center is seeking designation as an Accredited Center of Excellence (ACE) with the National Academy of Emergency Dispatch. Expected in 2019.
Effective triage

- Proper resource utilization by call type and severity
- Preserves availability of resources
- Improve response times to serious emergencies
- “Right-sizing our response to low acuity calls”
Response Philosophy

- First Responder need
  - Paramedics needed to quickly treat a priority symptom – life threatening or potentially life threatening (i.e. difficulty breathing, chest pain, unconscious, etc.)
    - More than two personnel total required to complete tasks on scene rapidly or safely.

- Ambulance need?
  - Patient requires (or requests) transport by ambulance
## Preserve Resources

<table>
<thead>
<tr>
<th>First Responder</th>
<th>Ambulance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life-threatening emergencies</td>
<td>Transport mission</td>
</tr>
<tr>
<td>Fire protection</td>
<td></td>
</tr>
</tbody>
</table>

“Send the right resource, the right way, at the right time.”

“When in doubt, send them out.”
Proposed Improvement

- **Elimination of First Responder to a subset of “Falls” and “Sick Person” calls**

- First Responder will continue to respond to all life-threatening and potentially life-threatening calls and other low severity calls.

- First Responder responses would be reduced by approximately 16,500 calls per year if implemented countywide.

- This would reduce First Responder responses by approximately 9.6% overall.

- Overall goal is to improve availability of Fire Rescue resources for life threatening EMS emergencies and Firefighting.
Proposed Improvement

- *Elimination of First Responder to a subset of “Falls” and “Sick Person” calls*

- Initial implementation will reduce approximately 75% of the responses or nearly 12,500 responses.

- By agency reductions based upon 2017 data
  - Clearwater – 2,300
  - East Lake – 300
  - Largo – 2,500
  - Lealman – 900
  - Pinellas Suncoast – 175
  - Safety Harbor – 280
  - Seminole – 1,100
  - St. Petersburg – 4,800
Support of the Recommendation

- Recommendation is patient-centered and improves efficiency
- Endorsed by:
  - EMS Medical Director
  - EMS Medical Control Board (December 2018 meeting)
  - EMS Advisory Council (December 2018 meeting)
  - Regional 9-1-1 Center
  - Data Driven Focus Group
    - Stakeholder representatives
    - Studied retrospective data
    - Drafted the interlocal agreement, resolutions, protocols and presentation together.
Response Configuration

• **Current**
  - 4 to 6 personnel in 2 units
  - First Responder and ambulance (*no lights & sirens*)

• **Proposed**
  - 2 personnel in 1 unit
  - Ambulance (*no lights & sirens*)
## 9-1-1 Dispatch Example

**FALL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extreme or Long fall <em>(greater than 10 ft.)</em></td>
<td>Fire &amp; Ambulance <em>(lights &amp; siren)</em></td>
</tr>
<tr>
<td>Unconscious, cardiac arrest, not alert, chest or neck injury <em>(with difficulty breathing)</em></td>
<td></td>
</tr>
<tr>
<td>Unknown status, Serious hemorrhage</td>
<td>Fire &amp; Ambulance <em>(lights &amp; siren)</em></td>
</tr>
<tr>
<td>Possibly dangerous body area <em>(head, neck, chest, abdomen)</em></td>
<td></td>
</tr>
<tr>
<td>Non-recent Injuries <em>(more than 6 hrs)</em></td>
<td>Ambulance <em>(no lights &amp; siren)</em></td>
</tr>
<tr>
<td>Not dangerous body area <em>(upper/lower extremities)</em></td>
<td></td>
</tr>
</tbody>
</table>
EMS Call Example

- Cardiac Arrest
  - 1\textsuperscript{st} Due ALS Engine – unavailable
    (on a minor sick person call)
  - 2\textsuperscript{nd} Due ALS Engine – 7 minute response
    (compared to 4:30 average)
  - Survival decreases by 7-10\% per minute
  - Under the proposed change, the 1\textsuperscript{st} Due ALS Engine would be more likely to be available to respond.
Foundational Unit Resolution

• Existing ALS First Responder Units are necessary to maintain the level of service and emergency response times.

• Implementation of Growth Management does not eliminate the need for current units, but, will stave off the need for additional units.

• We need to ensure continued geographic and call volume capacity by response zone in each EMS District. The current units are considered “foundational units” necessary to maintain public health, safety and welfare.

• A County Resolution will accompany the Interlocal Agreements.
Effect on Response Time

- “Downgraded,” meaning *No Lights/Sirens*
- Average downgraded time First Responder: 5 min., 5 sec.
- Average downgraded time for ambulance: 10 min. 26 sec.
- Response time will be an average of 5 min. 21 sec. longer
- Level of service not changed – still Advanced Life Support (ALS) to all 9-1-1 calls
- If the ambulance will be more than 20 minutes, a First Responder will be sent **immediately**
- If ambulance needs assistance a First Responder can be requested
- Not uncommon for communities to send only an ambulance
  - Example: Hillsborough County & City of Tampa, BLS private ambulance for these calls (60 minute Response Time Goal)
Next Steps

- Cities and Fire Districts who are ready to implement Growth Management will sign a standardized interlocal agreement.

- Seek the review and approval of the EMS Medical Director, EMS Medical Control Board and EMS Advisory Council.

- Seek the review and approval by the Board of County Commissioners acting as the EMS Authority for the Agreement and the Foundational Unit Resolution

- Monitor implementation with the oversight of the Medical Director and Dispatch Review Committee
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute the In-Building Agreement with Verizon Wireless for Verizon Wireless to install, operate and maintain equipment in the new Police Headquarters at no costs to the City. Please scroll down to view the backup material.
St. Petersburg City Council
Consent Agenda

Meeting of February 7, 2019

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute the In-Building Agreement with Verizon Wireless for Verizon Wireless to install, operate and maintain equipment in the new Police Headquarters at no costs to the City.

EXPLANATION: Verizon is the primary wireless provider for the Police Department’s wireless devices, including smart phones, iPads and laptop connections for all Patrol Officers. Verizon Wireless will install, at no costs to the City, in-building equipment to ensure wireless devices are able to receive sufficient radio frequency strength to enable effective communication across all platforms which use wireless services.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute the In-Building Agreement between Verizon Wireless and the City of St. Petersburg, Florida for Verizon Wireless to install, operate and maintain equipment in the new Police Headquarters.

COST/FUNDING INFORMATION: There are no costs to the City.

ATTACHMENT: Resolution

Approval by:

[Signatures]

Administration: [Signature] Budget: [Signature]
RESOLUTION NO. 2019-______

A RESOLUTION APPROVING THE IN-BUILDING AGREEMENT BETWEEN VERIZON WIRELESS AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") FOR VERIZON WIRELESS TO INSTALL, OPERATE AND MAINTAIN EQUIPMENT IN THE NEW POLICE HEADQUARTERS AT NO COSTS TO THE CITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE IN-BUILDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is currently constructing a new Police Headquarters; and

WHEREAS, Verizon Wireless is the primary wireless provider for the Police Department's wireless devices, including smart phones, iPads and laptop connections for all Patrol Officers; and

WHEREAS, the City desires for Verizon Wireless to install in-building equipment to ensure wireless devices are able to receive sufficient radio frequency strength to enable effective communication across all platforms which use wireless services; and

WHEREAS, in order for Verizon Wireless to install, operate and maintain the in-building equipment at no costs to the City, the City must execute the Verizon Wireless In-Building Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the St. Petersburg, Florida, that the In-Building Agreement between Verizon Wireless and the City of St. Petersburg, Florida ("City") for Verizon Wireless to install, operate and maintain equipment in the new Police Headquarters at no costs to the City is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the In-Building Agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)

[Signature]
[Date]