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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

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

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 March 7, 2019 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance to revise Chapter 8 of the City Code to remove references to discontinued rental housing inspection programs and clarify procedures related to placarding dangerous buildings

Setting March 14, 2019 as the public hearing date for the following proposed Ordinance(s):

2. Ordinance amending Chapter 16, City Code of Ordinances (Land Development Regulations) to establish a “Storefront Conservation Corridor Overlay.” (City File: LDR-2019-01)

E. Reports

1. Federal Congressional Update

2. Mahaffey Theater/Big 3 Update

3. St. Petersburg Marina Master Plan Update

4. License Agreement with University of South Florida Board of Trustees, a public body corporate, for use of space within the Port Terminal Building located at 250 – 8th Avenue Southeast, St. Petersburg.

5. 2019 Firestone Grand Prix of St. Petersburg
6. **Pier Report**

   (a) Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-04-LEP/T ("Task Order") to the architect/engineering agreement dated May 13, 2016, between the City of St. Petersburg, Florida and Landis Evans + Partners ("A/E"), for A/E to provide additional engineering services during the design phase of the Pier District Wayfinding Project and bidding phase services in an amount not to exceed $35,777.95; providing that the total Task Order, as amended, shall not exceed $61,594.12 (ECID Project No. 18127-112, Oracle Nos. 14618 and 16189); and providing an effective date.

7. **Sewer Report**

   (a) Accepting a bid from Wharton-Smith, Inc., in the amount of $2,645,581, for the NEWRF Aeration Blower Replacement Project. (ECID Project No. 17075-111; Oracle No. 15925).

   (b) Approving the renewal of blanket purchase agreements with Pace Analytical Services, LLC and Advanced Environmental Laboratories, Inc. for environmental laboratory testing services for the Water Resources Department, for a total contract amount of $465,000.

   (c) Acknowledging the selection of Black & Veatch Corporation (Black & Veatch) as the most qualified firm to provide professional services for the NEWRF Electrical Distribution System Improvements Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with Black & Veatch for alternatives evaluation and preliminary design services for the NEWRF Electrical Distribution System Improvements Project for an amount not to exceed $187,180; and providing an effective date. (ECID Project No. 18121-111; Oracle No. 16384).

   (d) Authorizing the Mayor or his designee to execute Task Order No. 16-01-CH2/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and CH2M Hill Engineers, Inc. (a wholly-owned subsidiary of Jacobs Engineering Group) ("A/E") dated January 10th, 2017 for A/E to provide project management, Program Planning and Setup, Pre-Construction Flow Monitoring, Public Outreach Assistance, Construction Data Quality Review Assistance, Post-Construction Flow Monitoring, Pilot Project Survey and Lessons Learned, and Pilot Project Analysis and Completion Report in an amount not to exceed $207,413.77 (Oracle No. 16369); and providing an effective date.

8. **Bayfront Health Update**

9. **Amendment to Agreement with SELF to Change Schedule for City Funding, Subject to Certain Conditions, Including No Increase in Overall Amount of Funding.**

F. **New Business**

1. **Referring to the Housing, Land Use, and Transportation Committee, a discussion regarding potential amendments to the FAR Bonus Structure in Chapter 16 of the City Code. Also requesting a discussion about the City’s Housing Capital Improvement Project (HCIP) Trust Fund, its history, and its current and potential future use. (Councilmember Gabbard)**
2. Referring to the Housing, Land Use, and Transportation Committee a briefing about the list of properties that are potentially eligible for historic designation, as well as a discussion about how the list gets re-evaluated, what Council’s role in this process is, and if there is an existing process for a private property owner to have their property removed from the list. (Councilmember Gabbard)

3. Referring to the Housing, Land Use, and Transportation Committee, or other relevant committee, a discussion on the comprehensive plan as it relates to Chapter 16, to better inform Standards of Review for consideration of affordable housing issues (Councilmember Rice)

4. Referring to the Housing, Land Use, and Transportation Committee, or other relevant committee, a discussion on e-scooters as a potential transportation option in St. Petersburg. (Councilmember Rice)

5. Requesting an update from Callaloo Group, LLC or administration regarding the Manhattan Casino lease that was signed just over one year ago. The update should include information on the percentage of rent money the city has earned and Callaloo Group’s gross sales, per lease section 7.3. Also, updates on provisions detailed in the following sections: 21.3, 21.4, 21.5, 21.6, and 21.7. (Councilmember Foster)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee (2/14/19)

2. Public Services & Infrastructure Committee (2/14/19)

3. Health, Energy, Resiliency & Sustainability Committee (2/14/19)

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

   (a) Supporting measures during an emergency due to a Federal Government shut-down to continue reimbursement funding for essential public services provided by certain federally funded not-for-profit/grant sub-recipients.

H. Legal

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

Public Hearings

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

1. Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1598.

2. Confirming Preliminary Assessment for Building Securing Number SEC 1242.

3. Confirming Preliminary Assessment for Building Demolition Number DMO 469.
4. **A Substantial Amendment ("Amendment") to the City's FY 2018/19 Annual Action Plan ("Plan") to add a new Community Development Block Grant ("CDBG") project for a facility assessment study to determine repairs needed by the Jordan Park Elementary School ("School"); to allocate $35,000 from CDBG undesignated funding for the study; authorizing the Mayor or his designee to submit the amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement the Amendment.**

5. **Ordinance 361-H amending Section 12-6 of the St. Petersburg City Code relating to fees charged for Planning and Development Services.**

**Second Reading and Second Public Hearings**

6. **Ordinance 360-H amending the Industrial General (IG) land use category definition in the Future Land Use Element of the Comprehensive Plan, recognizing outdoor performing arts venues as a Commercial Recreation use with no acreage limitation and amending Chapter 16, City Code of Ordinances (Land Development Regulations), adding outdoor performing arts venue as a Special Exception use in the Industrial Traditional (IT) zoning district. (City Files LGCP-2018-02 & LDR-2018-03)**

**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.

7. **Private-initiated application amending the Future Land Use Map designation of a 0.688-acre portion of a parcel located at 1801 62nd Avenue North. There are no Official Zoning Map changes proposed. (City File FLUM-53)**

(a) **Ordinance 735-L amending the Future Land Use Map designation from Institutional to Residential Urban.**

**J. Open Forum**

**K. Adjournment**

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**Consent Agenda A**

February 21, 2019

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

**(Procurement)**
1. Approving an allocation increase for Fuel, Marine Grade, with Palmdale Oil Company, Inc. for the Marina, in the amount of $200,000, for a total contract amount of $3,382,870.

2. Approving an increase in allocation for Microsoft licenses from SHI International Corp. for the Department of Technology Services, in the amount of $43,691.04, for a total contract amount of $2,198,200.95.

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

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

(Procurement)

(City Development)

1. Authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with the Boys and Girls Clubs of the Suncoast, Inc. ("Licensee"), a Florida not-for-profit corporation, to redefine the premises within City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, to reflect the change in the Licensee’s overall use of the Center, among other changes.

2. Authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South, St. Petersburg, within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate fee of $36.00; and waiving the reserve for replacement requirement for City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.

3. Authorizing the Mayor, or his designee, to execute a Second 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 July 1, 2019.

4. Approving the plat of 8th Street Townhomes, located at 225 8th Street North; setting forth conditions for approval; and providing an effective date. (City File 18-20000011)

(Leisure Services)

(Public Works)

5. Approving a Resolution finding that $11,400.00 is an amount sufficient to pay for sidewalk maintenance of the sections of the sidewalk located within City of St. Petersburg right of way for the Sexton Elementary Sidewalk Project (“Project”), over its useful life of fifteen (15) years: authorizing a supplemental appropriation in the amount of $11,400.00 from the unappropriated balance of the General Fund (0001) to fund future sidewalk maintenance required by the Local Agency Program Agreement (“Agreement”) between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida ("City"); providing that the maintenance funds shall not need annual re-appropriations and shall be considered encumbered for the useful life of the Project with only authorized expenditures being for maintenance of the sidewalk improvements of the project; finding that execution of the Agreement shall not be considered an unlawful
act under Florida Statute §166.241; approving the Agreement and authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities and construction engineering services of the Project in an amount not to exceed $459,148.00; authorizing a supplemental appropriation in the amount of $459,148.00 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the Sexton Elementary Sidewalk Project (15086); and providing an effective date. (FDOT Financial Project No. 434497 1 58/68 01) (ECID Project No. 17047-112; Oracle No. 15086)

(Appointments)

6. Confirming the appointment of Alexander Nicolas as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2020.

7. Confirmation of Reappointments and Appointments to the Committee to Advocate for Persons with Impairments

(Miscellaneous)

8. Amendment to Agreement with SELF to Change Schedule for City Funding, Subject to Certain Conditions, Including No Increase in Overall Amount of Funding. [MOVED TO REPORTS AS ITEM E-9]

9. Approving time change for the March 7, 2019 City Council meeting to begin at 2:00 p.m. with Public Hearings and Quasi-Judicial Proceedings to begin at 5:30 p.m.
Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

**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*

**Budget, Finance & Taxation Committee**
*Thursday, February 28, 2019, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**
*Thursday, February 28, 2019, 9:25 a.m., Room 100*

**Housing, Land Use & Transportation Committee**
*Thursday, February 28, 2019, 10:50 a.m., Room 100*

**CRA / Agenda Review**
*Thursday, February 28, 2019, 1:30 p.m., Room 100*

**Committee of the Whole**
*Thursday, February 28, 2019, 2:00 p.m., Room 100*
City Beautiful Commission
4 Regular Members
((Term expires 6/30/20))

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

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

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

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

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

3. 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 Opponents.
   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 Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: Ordinance to revise Chapter 8 of the City Code to remove references to discontinued rental housing inspection programs and clarify procedures related to placarding dangerous buildings.

Please scroll down to view the backup material.
MEMORANDUM
Council Meeting of February 21, 2019

TO: City Council Chair and Members of City Council

FROM: Heather K. Judd, Assistant City Attorney
       James Corbett, Director, Codes Compliance Assistance

RE: An Ordinance to revise Chapter 8 of the City Code to remove references to
discontinued rental housing inspection programs and clarify procedures related to
placarding dangerous buildings

Please see attached for first reading an Ordinance which proposes revisions to Chapter 8
of the City Code. As was discussed at Public Services and Infrastructure Committee meetings on
November 29, 2018 and December 13, 2018, the Codes Compliance Assistance Department
(CCAD) no longer utilizes the programs known generally as the Certificate of Inspection and
Rental Housing Unit Inspection programs, currently codified as Chapter 8, Article III, Division
2. These programs were instituted in the early 1990s for certain areas of the City, but were never
expanded City-wide as originally intended. Also, the changing state of Florida law and case law
since the inception of the program has raised 4th Amendment concerns with the inspections
required by the programs. The CCAD discontinued use of both programs in 2017 and replaced
them with a warrant inspection and referral program. Now, therefore, it has been requested at
PS&I that these obsolete code sections be removed.

This ordinance also adds language to section 8-98 relating to placarding buildings that are
unfit for human habitation to clarify that a placard shall remain posted until electric, water, or
sanitary sewer service is reactivated to a property. This has been a standard interpretation of the
CCAD and is suggested in various other minimum standards subsections in Chapter 8. The
specific inclusion in 8-98(a) of the proposed language is appropriate to clarify the issue.

Public Hearing for this Ordinance shall be scheduled for March 7, 2019.

Attachments: Ordinance

[Signatures]
Heather K. Judd
Assistant City Attorney

James Corbett
Director, Codes Compliance Assistance
AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY CODE TO REMOVE CHAPTER 8, ARTICLE III, DIVISION 2, SUBDIVISION II – RENTAL HOUSING INSPECTION PROGRAMS; ADDING DEFINITIONS FOR “CHANGE IN OCCUPANCY” AND “RECURRENT OR REPEAT VIOLATION” TO SECTION 8-63; AMENDING SECTION 8-98(a) RELATED TO PLACARDING BUILDINGS FOR UNFIT UNSAFE CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. Chapter 8, Article III, Division 2, Subdivision II – Rental Housing Inspection Programs is hereby deleted in its entirety.

Section 2. Section 8-63 of the St. Petersburg City Code is hereby amended to add the following definitions to be placed in the correct alphabetical order.

*Change in occupancy* means a change in all of the occupants of a rental unit.

*Recurrent or repeat violation* means any violation of the Code, which occurs within 12 months after the same violation has been found on the same property or any violation which remains uncorrected for 30 days after a violation has been found. A violation shall be found by either:

(1) The findings of fact and conclusions of law of the Code Enforcement Board; or

(2) A conviction, plea of no contest or a plea of guilty has been entered, in the county court for such violations.

Section 3. Section 8-98(a) of the St. Petersburg City Code is hereby amended to read as follows:

A. The POD shall cause to be posted a notice stating: "This Building Unfit For Human Habitation" at the entrance to a building or structure that is found to be unsafe or unfit. The placard shall remain posted until the required repairs and rehabilitation are made, the electric, water, or sanitary sewer service is reactivated, or until the building or structure is demolished. It shall be unlawful for any person to enter such a building or structure except for the purpose of making required repairs or demolishing it. No person shall occupy or let to another for occupancy such a placarded building or structure except as provided for in this section.

Section 4. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the
City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 5. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 6. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

[Signature]

City Attorney or Designee
The following page(s) contain the backup material for Agenda Item: Ordinance amending Chapter 16, City Code of Ordinances (Land Development Regulations) to establish a “Storefront Conservation Corridor Overlay.” (City File: LDR-2019-01)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 21, 2019

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

SUBJECT: City File: LDR-2019-01: Proposed amendments to the Land Development Regulations to establish a “Storefront Conservation Corridor Overlay,” for reinforcing the importance of St. Petersburg’s small-scale business sector by maintaining the existing pattern of small- and medium-sized storefront widths along popular pedestrian-oriented corridors while also conserving the physical character of these special places.

REQUEST: First reading of the attached ordinance amending the City Code.

ORDINANCE ___-H amending Chapter 16, City Code of Ordinances (Land Development Regulations), to establish a Storefront Conservation Corridor Overlay.

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

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Committee of the Whole

On January 31, 2019, the City Council meeting as the Committee of the Whole received a presentation by City staff and preview of the proposed text amendments.

Development Review Commission ("DRC"): On January 9, 2019 the DRC reviewed the proposed text amendments and made a unanimous finding of consistency with the City’s Comprehensive Plan.

Recommended City Council Action:

1. CONDUCT the first reading of the proposed ordinance; and

2. SET the second reading and adoption public hearing for March 14, 2019.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG,
FLORIDA AMENDING CHAPTER 16 OF THE CITY
CODE; CREATING A NEW SECTION 16.30.095 FOR
THE STOREFRONT CONSERVATION CORRIDOR
OVERLAY; PROVIDING FOR GRANDFATHERING;
CREATING DEFINITIONS; PROVIDING THE PROCESS
FOR ESTABLISHMENT OF AN OVERLAY CORRIDOR;
ESTABLISHING APPROVED CORRIDORS ALONG
PORTIONS OF BEACH DRIVE AND CENTRAL
AVENUE; ESTABLISHING USE, DESIGN, AND OTHER
STANDARDS; ESTABLISHING CRITERIA FOR
VARIANCES; AMENDING SECTION 16.70.015 -
DECISIONS AND APPEALS TABLE; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") recognizes that its downtown
center and adjacent commercial neighborhoods have experienced a renaissance in recent years
and have emerged as a world-class destination for culture, dining, shopping, and outdoor
recreation; and

WHEREAS, the City further recognizes that residents and visitors alike are drawn to
these walkable, mixed-use urban districts seeking residential and commercial opportunities
that are supported by employment, retail and restaurant, and personal services uses; and

WHEREAS, St. Petersburg's small-scale business sector is acknowledged to be one of its
best assets, creating jobs and economic development, as well as unique experiences
throughout the downtown center and adjacent commercial neighborhoods; and

WHEREAS, in 2017, in recognition of the value of the small-scale business sector, the
Mayor's office and City Development Administration endeavored to analyze from an urban
planning and economic development perspective the factors that help establish St. Petersburg's
unique character in an effort to preserve this asset; and

WHEREAS, as a result of extensive community outreach to the myriad stakeholders in
the local business community, the City identified several factors that are critical to efforts to
bolster the small-scale business sector, including pedestrian-oriented corridors, design
elements, and parking and vehicular access elements; and

WHEREAS, the City has initially identified portions of Beach Drive and Central Ave as key
corridors, due to their walkability and the concentration of small-scale businesses, especially
related to retail and restaurant uses; and
WHEREAS, the City further identified that small and, to some degree, medium storefront widths are drivers of the urban core’s vibrancy and its walkability; and

WHEREAS, the City performed a data-driven analysis to establish allowable ratios of small, medium, and large storefront widths that are based on the current configuration of portions of Beach Drive and Central Avenue; and

WHEREAS, other ground floor design elements related to materials, fenestration, glazing, and awnings add value to the pedestrian experience along these corridors; and

WHEREAS, in order to enhance the pedestrian experience, the City has also provided for certain parking exemptions for small-scale businesses, while also prohibiting new curb cuts along a protected corridor; and

WHEREAS, on November 5, 2018, the City held a public open house to spur continued discussion of these proposed changes, as it introduced the planning approach set forth herein; and

WHEREAS, the City’s Development Review Commission ("DRC") has reviewed the proposed amendments to the Land Development Regulations at a public hearing on January 9, 2019, and has recommended approval upon a finding of consistency with the City’s Comprehensive Plan; and

WHEREAS, the City Council, sitting as a Committee of the Whole, provided feedback on this proposed ordinance to City staff on January 31, 2019; and

WHEREAS, the City Council, after taking into consideration the recommendations of the DRC and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Land Development Regulations are advisable, and in the best interests of the City as they promote public health, safety, and welfare; now, therefore,

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended to create a new section 16.30.095 – Storefront Conservation Corridor, to read as follows:

SECTION 16.30.095. – STOREFRONT CONSERVATION CORRIDOR

Sections:

16.30.095.1. - Applicability.

This section applies to any property within a delineated Storefront Conservation Corridor. This section is not retroactively applied. Upon establishment of a delineated Storefront
Conservation Corridor, the properties and structures within a corridor are deemed to be grandfathered with respect to the standards and regulations set forth in this section. However, properties within a delineated Storefront Conservation Corridor may not seek to increase any non-conforming land use, and no structure or tenant space may be enlarged, altered or changed in a way which increases its nonconformity except as may be allowed by this section.

16.30.095.2. - Purpose.

The purpose of this overlay is to reinforce the importance of St. Petersburg’s small-scale business sector by maintaining the existing pattern of small- and medium-sized storefront widths along popular pedestrian-oriented corridors, while also conserving the physical character of these special places. The following regulations shall be in addition to the zoning district regulations, and where there is conflict this section shall apply. Additional corridors may be added to this section.

16.30.095.3. - Definitions

For the purposes of this section, the following terms and definitions apply:

1) **Storefront, Generally** – A room or set of rooms, making up a tenant space, and collectively facing the street on the ground floor of a commercial or mixed-use building.

2) **“Small” Storefront Width** – Tenant spaces measuring up to 20-feet in width. This is the most common range for tenant spaces developed within St. Petersburg’s traditional commercial corridors. Small storefront widths shall be required within the delineated corridors.

3) **“Medium” Storefront Width** – Tenant spaces measuring more than 20-feet in width and up to 40-feet in width. The evolution of commercial activity sometimes requires larger footprints, especially restaurants. This is most commonly observed where two, traditionally small storefront widths have been combined to create a single, 40-foot wide tenant space.

4) **“Large” Storefront Width** – Tenant spaces measuring more than 40-feet in width. The most common form of storefront width in contemporary construction. Where large storefront widths have the potential to host regional assets such as museums activating a pedestrian-oriented corridor, they can also be occupied by passive land uses and can create lengthy sidewalk zones void of activity along the streetscape. Large storefront widths facing the delineated conservation corridor shall be minimized within the corridors.

5) **Corridor** – A collection of parcels with frontage to the primary roadway (street or avenue) identified in the description and for which the overlay regulations apply. A corridor does not include those parcels adjacent to the primary delineated roadway with frontage to cross streets or alleys.

6) **Residential Support Services** – Any use occupying a storefront that is not accessible to the general public and that is provided for the sole benefit of the residents of the building within which the use is located, including a leasing office.
16.30.095.4. - Establishment of an Overlay Corridor.

A. Procedures. Establishment of a corridor shall only be initiated by Resolution of the City Council.

1. Commission review. Upon passage of a Resolution by the City Council, the POD shall prepare an application and report to the commission designated in the Decisions and Appeals Table. Notice of the public hearing and notice to the owner(s) shall clearly state the boundaries for the proposed corridor and notice shall include mailed notice to the owner. After evaluating the testimony, evidence, and other material presented to the commission, the commission shall recommend approval, denial, or approval with modifications of the application.

2. City Council review. The City Council shall schedule a public hearing on an ordinance for the proposed corridor within 60 days of the commission recommendation. Notice of the public hearing and notice to the owner(s) shall clearly state the boundaries for the proposed corridor and notice shall include mailed notice to the owner. After evaluating the testimony, evidence, and other material presented to the Council, the Council shall approve, deny, or approve with modifications the commission recommendation. If the commission recommends against establishment of the corridor, then a supermajority vote of the Council is required to reverse the commission recommendation and approve the application.

B. Minimum District Size. The boundary shall include a minimum of one roadway segment containing two opposing block faces, except as noted. The corridor shall be easily identified with characteristics including, but not limited to, geography, neighborhood or business association boundaries, building typologies, and the design of storefronts and adjoining public rights-of-way.

C. Zoning Districts. The corridor is a zoning overlay and shall overlay all other zoning districts within its boundaries. Any uses permitted in the zoning district shall be permitted subject to all provisions applicable to the zoning district.

D. Amendments and Rescissions. A corridor may be amended or rescinded through the same procedure utilized for the original establishment of the corridor.

16.30.095.5. – Approved Corridors.

A. Beach Drive. Beach Drive shall be the delineated corridor extending from the centerline of the right-of-way of 5th Avenue North to the centerline of the right-of-way of 1st Avenue South. This corridor was established on [date], 2019.
B. **Central Avenue, Downtown East.** Central Avenue shall be the delineated corridor extending from the centerline of the right-of-way of 1st Street to the centerline of the right-of-way of Dr. Martin Luther King Jr. Street. This corridor was established on [date], 2019.

C. **Central Avenue, Downtown West.** Central Avenue shall be the delineated corridor extending from the centerline of the right-of-way of Dr. Martin Luther King Jr. Street to the centerline of the right-of-way of 18th Street. This corridor was established on [date], 2019.

D. **Grand Central.** Central Avenue shall be the delineated corridor extending from the centerline of the right-of-way of 18th Street to the centerline of the right-of-way of 31st Street. This corridor was established on [date], 2019.
16.30.095.6. - Storefront Width for Pedestrian Level, Publicly Accessible Storefronts

Storefront widths help define the character of place as one moves throughout the delineated corridors. To conserve the character of these places, the percentage of existing small, medium, and large storefronts for the corridor shall be established by averaging all storefront widths throughout the corridor. The percent distribution of storefront types throughout the corridor shall then be applied on a block-by-block basis within the applicable corridor as follows:

No. of small storefronts on block / no. of total storefronts on block = total percent (shall comply with minimum)

No. of large storefronts on block / no. of total storefronts on block = total percent (shall not exceed maximum)

<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>20%</td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
</tr>
</tbody>
</table>

Note: Storefront width regulations shall apply only along the west face of the corridor.

<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>45 %</td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
</tr>
</tbody>
</table>

Note: Parcels located between 6th Street and 8th street shall be considered one block.
<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>35%</td>
<td>No maximum</td>
<td></td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
<td>65%</td>
<td></td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
<td>25%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>45%</td>
<td>No maximum</td>
<td></td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
<td>55%</td>
<td></td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
<td>30%</td>
<td></td>
</tr>
</tbody>
</table>

The storefront width for pedestrian level, publicly accessible storefronts is only applicable along the ground floor of those portions of the building fronting towards the corridor. When located on the second floor or above, or when located along a rear alley or roadway, storefront widths do not apply.

16.30.095.7. - Use Standards.
Appropriate nonresidential, pedestrian-oriented uses shall include, but not be limited to, retail sales, service establishments, museums, restaurants and bars, hotel lobbies, residential lobbies, and studios. Such pedestrian-oriented uses shall be incorporated into no less than 90 percent (%) of the linear building frontage. This does not include residential support uses (e.g., fitness centers, leasing offices, residential gathering spaces).


A. The exterior design of individual storefront spaces shall be consistent with the overall architectural style, materials, and finish of the building.

B. Each tenant space located on the ground floor shall include a primary entrance facing the corridor.

C. Storefront doors shall be transparent.

D. For all new construction, the first floor of a building shall be at least 12 feet in height as measured to the bottom side of the roof or the structural slab of the first floor above the ground floor.

E. Buildings shall use expression lines within the first two floors to delineate the divisions between the base and middle or top of the building. Expression lines may include a horizontal band, projecting material, shift in vertical plane, change in building material, or other treatment. Where existing, adjacent buildings have an established expression line, minor variations to this standard will be considered.

F. Awnings shall not be internally illuminated. For new construction, an awning or other shade device measuring at least four (4) feet in depth shall be provided alongside a minimum 50
percent of any building frontage to the corridor. Building entrances and exits, other than those used solely for emergency purposes or for deliveries, shall be located under an awning or other shade device.

G. Window signage or opaque materials that are applied to the storefront glazing, including storefront doors, shall be limited to the bottom 1/3 of the window and shall be no more than four-feet from grade.

16.30.095.9. - Parking.

Where an individual tenant space facing the corridor is equal to or less than 20-feet in width and measures 3,000 square feet or less in gross floor area, there shall be no required on-site parking. Any qualified tenant space shall be located within an approved corridor, located on the ground floor, with a storefront facing the corridor and adjoining the pedestrian sidewalk.


There shall be no vehicular curb cuts on the corridor. All access shall be from alleys or secondary streets. Any proposed construction which would qualify as development or redevelopment under the Landscaping and Irrigation Ordinance shall remove existing curb cuts on the corridor if alley or secondary street access is available, provided such modification does not reduce the existing number of parking spaces or create a non-conforming condition.

16.30.095.11. - Additions, Renovations, and Change of Use

Storefront width, use and design standards shall not apply to existing buildings or tenant spaces, however no structure or tenant space may be enlarged, altered or changed in a way which increases its degree of nonconformity except as may be allowed by this section.


Where an applicant requests variance from these standards, such consideration by the commission designated in the Decisions and Appeals Table shall include the general criteria for evaluating a variance application, plus the following factors to promote diversity and variety of commercial uses:

1) Availability of other similar uses within the target zone or surrounding neighborhood;
2) Impact of variance is non-obtrusive and helpful to preservation of the character of the subject block and larger corridor;
3) Distribution pattern of windows and activated doorways shall reinforce the intent of this section and aesthetic of the subject block and larger corridor; and
4) Pedestrian activation of the subject block by the proposed use.
Section 2.  Section 16.70.015 of the St. Petersburg City Code is hereby amended, in the appropriate numerical order, to read as follows:

16.70.015 - DECISIONS AND APPEALS TABLE

<table>
<thead>
<tr>
<th>Overlay District, Storefront Conservation Corridor</th>
<th>16.30.095.4</th>
<th>Advisory to CPPC (advisory to City Council)</th>
<th>Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variances, Storefront Conservation Corridor Overlay</td>
<td>16.30.095.12</td>
<td>Advisory to DRC (Final)</td>
<td>not applicable</td>
</tr>
</tbody>
</table>

Section 3.  Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section 4.  Coding. As used in this ordinance, language appearing in struck-through type is language in the City Code to be deleted, 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 5.  Effective date. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to Form:

__________________________
City Attorney (Designee)
00428990.docx
OVERVIEW

The purpose of this Committee of the Whole (COW) is to discuss matters pertaining to the City’s proposed Storefront Conservation Corridor Overlay, including text amendments to the Land Development Regulations (City Code, Chapter 16) and establishment of a related Business Assistance Program.

Land Development Regulations, Storefront Conservation Corridor Overlay

The purpose of this proposed text amendment is to establish an overlay reinforcing the importance of St. Petersburg’s small-scale business sector by maintaining the existing pattern of small- and medium-sized storefront widths along popular pedestrian-oriented corridors while also conserving the physical character of these special places.

On January 2, 2019, the Development Review Commission conducted a public hearing and made a unanimous finding of consistency (7-0) with the City’s Comprehensive Plan. Commissioners offered the following recommendations, which are outlined here for your information:

1. Section 16.30.095.5 of the proposed overlay includes a map and text description of each corridor. It was recommended that each text description be amended to include additional clarification regarding the boundary, for e.g. “centerline of the right-of-way” or “southern edge of the alley.” City staff will incorporate these changes into the proposed ordinance;

2. Section 16.30.095.7 of the proposed overlay includes reference to “residential support services.” It was recommended that this term be defined in Section 16.90.020; the Assistant City Attorney indicated his preference to clarify the definition within the overlay. This change will be incorporated into the proposed ordinance.

3. Section 16.30.095.9 of the proposed overlay includes a parking exemption where an individual tenant space facing the corridor is equal to or less than 20-feet in width and 3,000 square feet or less in gross floor area. This exemption applies to both existing buildings and new construction. The Commission discussed whether the exemption should apply to new construction, but made no motion to amend the proposal.

See attached “DRC Staff Report: LDR 2019-01” for a detailed introduction and explanation of staff recommendations.
Storefront Conservation Corridor Business Assistance Program

The Storefront Conservation Corridor program has been approached with a multifaceted lens. As such, the program brings forward both a specialized business assistance package as well as a newly created local incentive program for businesses.

The Economic & Workforce Development Department, through the Greenhouse, will assign a Corridor Navigator to the Storefront Conservation Corridor zone. This staff will serve as a case coordinator to assist businesses through permitting, redevelopment process, interface with policy makers and city officials; assist locally owned businesses with connection to resources and capacity building services available to help grow, develop, expand; assist with relocation efforts; interface with developers, property owners and Main Street Managers or other business association where applicable for matchmaking purposes on new developments to encourage and help place locally owned businesses; and, catalogue entrepreneurs and small businesses currently seeking space along the designated zone. This approach is consistent with a targeted effort to proactively assist commercial corridor development throughout the City of St. Petersburg, an effort led by the Economic & Workforce Development Department.

Additionally, a newly created incentive program is being proposed as part of the Storefront Conservation Corridor Business Assistance Program. This is a pilot fund built from direct feedback from the business community. No direct dollars will be utilized in off-setting lease or rents for businesses. The purpose of this new incentive is to help businesses offset other investments needed to help their business thrive through bottom line capacity building, physical improvements to the space or life safety or other code related requirements; assistance in relocating within the city limits of St. Petersburg; or, encouraging lease agreements between property owners and locally owned, independent businesses.

See attached “Storefront Conservation Corridor Fund Program Overview” for a detailed description of the proposed program.

CONTACT INFORMATION

LAND DEVELOPMENT REGULATIONS

Derek Kilborn, Manager
Urban Planning and Historic Preservation
Planning and Development Services Dept.
1 - 4th Street North
St. Petersburg, Florida 33701
Derek.Kilborn@stpete.org
(727) 893-7872

BUSINESS ASSISTANCE PROGRAM

Jessica Eilerman, Manager
Small Business Liaison, The Greenhouse
Economic and Workforce Development Dept.
440 - 2nd Avenue North
St. Petersburg, FL 33701
Jessica.Eilerman@stpete.org
(727) 893-7886

Attachments
[SEE DRC STAFF REPORT and ORDINANCE]
Storefront Conservation Corridor Fund Program Overview

Eligibility

Program eligibility is based on and defined by the following criteria:

- Business must be located on Beach Drive (from 1st Ave SE to 5th Ave NE) or Central Avenue (from Bayside Drive to 31st St).
- Business must have been in operation for at least one year (as defined by the business formation date from the Florida Division of Corporations).
- Business must have its City of St. Petersburg Business Tax Receipt.
- Business must have 50 or fewer employees (Full-time and Part-time).
- Business must be defined as a local, independent business by the criteria below:
  - Business must have private, worker, cooperative, or community ownership.
  - Business must be at least 50% locally-owned.
  - Decision-making authority must be vested in local owners and not subject to outside corporate control.
  - Business must have no more than three franchises or outlets in the City of St. Petersburg.
- Business must have positive Retained Earnings – if applicable (as defined by the most recent Balance Sheet).
- Business that is either experiencing a forced relocation or are significantly cost-burdened are encouraged to apply and will be given priority consideration if either can be demonstrated.
  - “Forced relocation” is defined by the increase of the rental rate by greater than 25% of current rent, the abrupt and unanticipated dissolution of a lease agreement, or the sale of the building to a new owner who is modifying current leases.
- Business must be located within the city limits of St. Petersburg.

A business meeting any of the following disqualifying criteria may be ineligible for funding, until resolved to the satisfaction of the city.

- Unpaid code enforcement liens
- Unpaid special assessments liens
- Pending judgment or foreclosure
- Felony conviction for financial mismanagement within the last five years
- Mortgage or lease payments three months in arrears
- Delinquent property taxes
- Absence of property insurance

Grant Guidelines

The Storefront Conservation Corridor Fund ("Fund") is an incentive program that provides grants to eligible businesses along Beach Drive and Central Avenue; the Fund will provide financial support for physical improvement or purchase of property and investments in business capacity development that support the growth and long-term sustainability of the business. A total of $175,000 in funding has been made available for FY 2018-2019, and a business meeting the eligibility criteria above can request funding of up to $15,000 in the form of a one-time award through a rolling grant application period and grant review process.
Eligible uses of funds:

- Acquisition of land or
- Renovation of new or existing commercial space
- Acquisition of Machinery & Equipment or other fixed assets (e.g. furniture, fixtures, leasehold improvements, etc.)
- Life-safety improvements to commercial space
- Building Code related requirement improvements (e.g. grease trap)
- Purchase of additional Inventory and Raw Materials
- Purchase of intellectual property protections such as patents, copyrights, trademarks, etc.
- Purchase of business development or marketing software (e.g. QuickBooks, Salesforce, B2G, Constant Contact, etc.)
- Signage
- Fees for industry certifications, licensure, and critical professional development opportunities
- Required match funding for SBA 7(a), 504, or other business loans
- Other uses considered on a case-by-case basis

Ineligible uses of funds (overall grant program):

- Lease payments
- Mortgage payments
- Purchase of Common Stock or other forms of company stock
- Payment of any Current Liabilities (e.g. Notes Payable, Accounts Payable, Accruals, Current Portion of Long-Term Debt)
- Employee Salary and Benefits
- Other Sales, General, and Administrative expenses (SGA)

Ineligible use of funds (related to building improvements):

- Feasibility studies
- Financing fees
- Leasing, personnel expenses

Bonus Structure

Business Owner Bonus:

1) A business may be eligible for additional grant funds of up to $2,500 if it is demonstrated that the investments will result in the addition of at least one (1) new job. The additional funds will be awarded at $2,500 in total if all current jobs are retained for a year period following the award and/or

2) A business may be eligible for additional grant funds of up to $2,500 if it is demonstrated that the awardee will purchase from certified Small Business Enterprises for the proposed project. The additional funds will be awarded at $2,500 for the use of at least one (1) SBE.

Property Owner Bonus:

1) A property owner may be eligible for a $10,000 one-time incentive based on meeting all the following criteria:
   a. Lease agreement for at least three (3) year, with a business participating in this program.
   b. Negotiated with a locally owned, independent small business (as defined by criteria under “eligibility”), and
c. The negotiated rent is no greater than the current market average defined by Costar or other real estate analytic program.

2) A maximum of five (5) total awards are available for property owners.

**Application Process**

Submitted applications will be accepted and reviewed by City staff from the Economic & Workforce Development Department for consideration; staff will consider and review each application based on its completeness, the eligibility of business applicant, and the availability of funds. Applications will be considered on a first-come, first-serve basis, for applications that have submitted all required documents for evaluation.

After grant awards are determined, selected businesses will enter into a formal Grant Agreement with the City of St. Petersburg with stipulations and requirements for both parties. For a physical improvement project, a separate authorization must be secured from the property owner – if not also the business owner.

**Expected Timeline:**

- Application Open Date- March 1, 2019
- Applications accepted on a rolling basis, as described above
- The review process will be no more than 15 days once and application is received
- Awards will be made based on completeness of the application and meeting program criteria

**Reporting**

Awardees will be required to participate in a staff site visit in the interim of the project; submit one final grant report to The Greenhouse to show the progress of the funded project and utilization of awarded funding; and, if utilizing the job retention bonus, a one year staffing report to be submitted; templates will be provided.

**Interim Reporting:** Site Visit by Greenhouse Staff

**Final Reporting:** 30 days after project completion* and covering full grant period

**Reports must be delivered electronically to:**

Lowell Atkinson, Economic Development Specialist
The Greenhouse, City of St. Petersburg
Lowell.atkinson@stpete.org

(*All projects must be completed within 12 months from date of the Grant Agreement.)
DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing on Wednesday, January 9, 2019
at 2:00 p.m. in the City Council Chambers, City
Hall, 175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2019-01
Text Amendment: Storefront Conservation Overlay

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

The purpose of this proposed text amendment is to establish an overlay reinforcing the importance of St. Petersburg’s small-scale business sector by maintaining the existing pattern of small- and medium-sized storefront widths along popular pedestrian-oriented corridors while also conserving the physical character of these special places.

APPLICANT INFORMATION

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

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

St. Petersburg’s downtown center has experienced a wonderful renaissance as people increasingly seek walkable, mixed-use urban districts, complete with residential opportunities supported by employment, dining, retail, and personal services. In additional to a diversity of building types and sizes, independently-owned businesses have organically evolved to become some of our community’s best assets – improving the quality of life for our residents, while attracting visitors and new investors to the Sunshine City. This healthy, independent business sector supports other municipal initiatives including the expansion of jobs, shrinking economic inequality, strengthening neighborhood diversity, and encouraging sustainable living.

Starting in 2017, Mayor Rick Kriseman along with City Development Administration staff began researching tools for protecting locally-owned and independently-operated businesses. Initial research focused on the regulation of chain businesses, sometimes referred to as formula businesses, located within the downtown center and specifically along Beach Drive and Central Avenue.

Different examples from around the United States were evaluated; however, the City Administration and staff, in consultation with the City Attorney’s office, concluded that the regulation of chain businesses would create legal conflicts and lead to strong challenges based on equal protection. Possible implementation of these tools was further complicated by requests to exempt certain chain businesses, such as the successful St. Petersburg start-up Kahwa Coffee Roasting Company while prohibiting similar chains, such as Starbucks. Subsequent stakeholder meetings with affected property owners yielded similar comments with suggestions to focus more on business and property owner incentives rather than outright prohibitions based on use-type.

In response to this research and feedback, a modified set of recommendations were prepared focusing on three key areas including: 1) urban design; 2) incentives and business assistance; and 3) historic conservation and legacy businesses. This application will help execute those proposals related to urban design.

Text Amendment

The proposed text amendment will create a new overlay formally titled “Storefront Conservation Corridor Overlay.” This overlay will: 1) define key terms; 2) establish approved corridors; 3) establish a storefront width requirements for pedestrian level, publicly accessible storefronts; 4) establish a variance process; 5) establish design standards; and 6) authorize a parking exemption.

Applicability

The proposed overlay is not retroactively applied meaning compliance is only required for new construction or certain renovations. Upon establishment of a corridor, the properties within a delineated Storefront Conservation Corridor are deemed to be grandfathered; however, properties within a Storefront Conservation Corridor may not seek to increase any non-conformity, except as may be noted within the City Code section. Examples include the following:

- If windows or doors are replaced, then new windows or doors will need to meet the opacity standard which limits opaque materials to the bottom 1/3 of the window and no more than four-feet from grade. Opaque materials cannot be added to existing windows in conflict with these standards;
- If a pedestrian-oriented use occupies a tenant space, it cannot be replaced with a residential support use;
- If two small storefronts are proposed to be combined to a medium storefront, the minimum percentage of small spaces must be maintained for the block, unless a variance is granted;
- If a tenant space located on the ground floor contains a primary entrance facing the corridor, the entrance cannot be removed;
- Exterior finish and façade materials cannot be added to an existing tenant space if it is not consistent with the overall design and façade of the overall building.

**Definitions**

The proposed text amendment includes definitions for several key terms including: 1) storefront, generally; 2) “small” storefront width; 3) “medium” storefront width; 4) “large” storefront width; and 5) corridor. Expanded definitions are described below and included in the attached.

**Establish Approved Corridors**

This application proposes the text by which storefront spaces shall be regulated, but it also proposes establishment of geographic areas, referred to as corridors, where the standards shall be applied. Within this application, the City is proposing creation of four distinct corridors. These corridors include: 1) *Beach Drive*, extending from 5th Avenue North to 1st Avenue South; 2) *Central Avenue, Downtown East*, extending from Beach Drive to Dr. Martin Luther King Jr. Street; 3) *Central Avenue, Downtown West* extending form Dr. Martin Luther King Jr. Street to 18th Street; and 4) *Grand Central*, extending from 18th Street to 31st Street. In the future, new corridors may be considered for addition to the overlay. The addition of a new corridor will require City Council to initiate the request, followed by a public hearing review with the Community Planning and Preservation Commission (“CPPC”) and City Council.

**Storefront Width for Pedestrian Level. Publicly Accessible Storefronts**

Storefront widths help define the character of place as one moves throughout the designated corridors. To conserve the character of these places, the percentage of existing small (0- to 20-feet in width), medium (21- to 40-feet in width), and large (more than 40-feet in width) storefronts for the corridor shall be established by averaging all storefront widths throughout the corridor. The percent distribution of storefront types throughout the corridor shall then be applied on a block-by-block basis, as noted in the proposed ordinance. This proposal is unique to St. Petersburg, allows flexibility as individual blocks evolve over time, and is based entirely on the historic and existing character of each corridor. During the preliminary research for this text amendment, City staff collected storefront width data for each property within the proposed corridors. This data was then analyzed to determine the prescribed balance of small, medium, and large storefronts.

The storefront width for pedestrian level, publicly accessible storefronts is applicable along the ground floor of those portions of the building fronting towards the designated corridor. When located on the second floor or above, or when located along a rear alley or roadway, storefront widths do not apply. Illustrations are included within the ordinance to demonstrate this point.

Finally, this text amendment relates to the interior width of individual tenant spaces, which is distinct from the physical design of the front façade of the building. The goal of this initiative is to preserve the existence of small- and medium-sized tenant spaces for St. Petersburg’s smaller businesses; the design of recessed
doorways and activated entrances when applied to a single tenant, while encouraged, will not achieve the intended goals if the single tenant is taking up large segments of a corridor.

**Use and Design Standards**

Use and design standards are included to protect the pedestrian character of the corridors. While most of these standards are already required throughout the existing downtown center, they are included here for any corridors located outside of the *Downtown Center* zoning categories.

**Minimum Number of Parking Spaces and Vehicle Access**

Where an individual tenant space facing the corridor measures 20-feet or less in width and 3,000 square feet or less in gross floor area, there shall be no required on-site parking. This is designed to incentive the retention and provision of small storefronts by off-setting the high cost of parking; current estimates for structured parking are more than $20,000 per parking space.

For example, where qualified ground floor uses exceed 20 percent of the proposed building square footage, then a proposal for “retail sales and service” in the following corridors will be calculated as follows:

<table>
<thead>
<tr>
<th></th>
<th>Beach Drive; Central Avenue, Downtown East; and Central Avenue, Downtown West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Sales and Service</td>
<td>One (1) parking space-per-500 square feet (^1)</td>
</tr>
<tr>
<td>3,000 square foot tenant space</td>
<td>Zero (0) parking spaces required</td>
</tr>
<tr>
<td>4,000 square foot tenant space</td>
<td>Eight (8) parking spaces required</td>
</tr>
</tbody>
</table>

\(^1\) Existing regulations.

<table>
<thead>
<tr>
<th></th>
<th>Grand Central</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Sales and Service</td>
<td>One (1) parking space-per-300 square feet (^1)</td>
</tr>
<tr>
<td>3,000 square foot tenant space</td>
<td>Zero (0) parking spaces required</td>
</tr>
<tr>
<td>4,000 square foot tenant space</td>
<td>13 parking spaces required</td>
</tr>
</tbody>
</table>

\(^1\) Existing regulations.

To preserve the pedestrian character of the corridor, there shall be no new curb cuts to the corridor. All access shall be from the alleys or secondary, side streets. Further, any proposed construction that is subject to redevelopment criteria may trigger removal of existing curb cuts on the corridor if alley or secondary street access is available. For example, if a property and land is valued at $250,000 or greater by the Pinellas County Property Appraiser, and the value of the improvements exceeds 25% of the appraised value, then the existing curb cut would need to be removed, as long as access to the existing parking spaces could be provided via a side street or alley.

**Variances**

The standards include a variance option to accommodate unique and unanticipated situations. Where variances are requested, the Development Review Commission (DRC) will consider whether the request is compatible with the intended goals for promoting diversity and variety of highly active pedestrian oriented commercial uses. Criteria shall include evaluating the availability of other similar uses within the corridor and surrounding neighborhood and whether the proposed variance is helpful to preservation of the character of the subject block and larger corridor.
Consistency and Compatibility (with Comprehensive Plan)

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

Vision Element:

- V1.1 - Development decisions and strategies shall integrate the guiding principles found in the Vision Element [Citizen-Based Themes] with sound planning principles followed in the formal planning process.

  o Quality of Life Mission Statement: St. Petersburg will ensure its future as an outstanding community to live, work, play and learn. This 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 a strengthened quality of life for all.
    - Likes: Unique Sense of Place, Diversity, Neighborhood Identity, Sense of Urban and Natural Beauty, Small Town/Family Focus, Historic Preservation, Neighborhood friendly schools, Celebration of Community, Access to the waterfront.

  o 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.
    - Likes: Recent downtown reinvestment, active downtown after 5 PM, new housing choices such as renovated apartments and new townhomes, city incentives to local businesses, city assistance to local artists, low unemployment, tourism, unique identity from Tampa.
    - Dislikes: Lack of progress in some areas, too many low paying jobs, not enough higher paying jobs, abandoned shopping centers, lack of clear city plan for many key areas such as downtown, inferiority complex with Tampa.

  - Results of a successful 2020 Vision include:
    - Long range comprehensive redevelopment strategy that identifies the economic landscape, future opportunities, and marketing approaches.
    - Develop diverse and independent economic base.
    - Re-emergence of locally owned/niche business districts.
    - Socio/cultural/economic integration.
    - Center and Corridor' re-investment – residential and commercial mixed use.
    - Successful Southside reinvestment.
    - Economically successful arts community.
Land Use Element:

- 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.

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

PUBLIC ENGAGEMENT and INPUT

At the outset of this initiative in 2017, the Mayor’s office and City Development Administration convened an “Independent Corridor Roundtable” comprised of individuals from associated organizations representing businesses, business and neighborhood associations, property owners, and commercial real estate. Since that time, stakeholders continued their engagement with the City on this important issue.

More recently, the proposed elements of this Storefront Conservation Corridor Overlay were introduced at a special event hosted by Keep St. Pete Local on October 3, 2018. A public open house was later hosted by City Staff on November 5, 2018. At this open house, City Staff introduced the framework of the proposed overlay. The meeting was well attended and included local media. Other stakeholder meetings have been attended by City Staff, including the Chamber of Commerce’s Housing, Land Use, and Development Task Force.

On January 8, 2019, an open house will be held at The Greenhouse. All property owners within the proposed corridor were sent direct mail invitations using the contact information on record with the Pinellas County Property Appraiser’s Office. Comments provided by attendees will be presented to the Development Review Commission (“DRC”) as part of the public hearing deliberation on January 9, 2019.

On January 31, 2019, a public information workshop will be held with the City Council who shall be meeting as the Committee-of-the-Whole. This is a public workshop to further discuss the details of the proposed plan. Comments provided by the DRC will be presented for the committee’s consideration and discussion.

The adoption public hearings have been tentatively set and are subject to change based on the outcomes of the DRC hearing and Committee-of-the-Whole workshop. Tentative dates are February 7, 2019 for the City Council first reading followed by an adoption public hearing on February 21, 2019.

RECOMMENDATION

City Staff recommends the DRC make a finding of consistency with the City’s Comprehensive Plan.
Housing Affordability Impact Statement

City of St. Petersburg

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

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

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

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2019-01).

III. **Impact Analysis:**

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

No  _X_  (No further explanation required.)

Yes  ___  Explanation:

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

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

No  _X_  (No further explanation required)

Yes  ___  Explanation:
IV: Certification

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

CHECK ONE:

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

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

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

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

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
February 21, 2019

TO: The Honorable Members of City Council

SUBJECT: Federal Congressional Update

PRESENTER: Congressman Charlie Crist

SCHEDULE FOR COUNCIL ON:
Agenda of February 21, 2019

Charlie Gerdes, Chair
District 1
The following page(s) contain the backup material for Agenda Item: St. Petersburg Marina Master Plan Update
Please scroll down to view the backup material.
MARINA OVERVIEW
& UPDATE
CITY COUNCIL MEETING
FEBRUARY 21, 2019
MARINA OVERVIEW

1. Enterprise facility spanning from Vinoy Hotel to Albert Whitted Park
2. Eleven dock sections total make up the Central and South Basins
3. 650 Slips total between Central and South Basins
4. Central Basin Docks constructed in 1963 (56 yrs. old)
5. South Basin Docks constructed in 1977 (42 yrs. old)
6. Some seawalls date back to the 1930’s
7. Most infrastructure in Central Basin has reached the end of its useful life
8. None of Marina facilities constructed to meet today’s requirements for resiliency
MARINA REPAIR PROJECT

• $2.5 Million short-term repair project underway
• 53 Slips out of service throughout Marina
• 32 Dock sections still needing to be repaired/replaced
• Approx. $285,000 per year lost revenue (because of out-of-service slips & sections)
• Construction on short-term repairs begins week of March 4th, 2019
MARINA PLAN IMPETUS

This master plan provides guidance for long term marina development. The marina layouts shown are concepts only and are for use in conjunction with future design efforts.

- Aging Marina Infrastructure
- Docks were constructed in the 1960’s and 1970’s and are nearing the end of their service life
- Increasing frequency of major repair projects and the need for new repairs for prior repairs
- Infrastructure not designed to meet changing climate & rising sea levels
MARINA PLAN IMPETUS

- Aging Marina Configuration
- Boats are longer and wider now leading to inefficiencies in the marina configuration
- Ongoing Development of the Downtown Waterfront
- New Pier and Pier Approach along marina border
- Desire to accommodate new enterprises – i.e. inter-city ferry, museum/display vessels, cruise boats
PLAN INPUTS

- Downtown Waterfront Master Plan
- Pier Approach Plan
- Marina Market Analysis
- Stakeholder and Public Input
Never Marinas tend to be floating/more resilient

- Some Regional Mega Yacht Activity/Demand
- Demand for slips in the 35 to 50 ft range
- Strong growth in boating overall throughout Florida continue to rise
- Slip prices are below current market value as slip rates

Key Market Analysis Takeaways

MARINA MARKET ANALYSIS
STAKEHOLDER INPUT

Key Stakeholder Takeaways

• Make the marina more resilient

• Marina breakwaters could be enhanced to increase protection, especially for North

  Don’t forget the next generation of boaters

• Support training

• Support access for boats of all sizes
STAKEHOLDER INPUT

Key Stakeholder Takeaways (cont.)

- Additional parking is desirable, especially during events
- Most users prefer floating docks as long as they are designed for storms
RESILIENCY

1. Measures to protect against:
   • Sea level rise
   • Storms/Climate Change

2. Considerations in the Master Plan:
   • Floating docks - rise with water levels
   • Buildings will need to be elevated above flood level
   • Key electrical infrastructure will need to be elevated
   • Additional wave protection at marina entrance
MASTER PLAN - SCHEMATIC

- Enhanced breakwater
- Visible & accessible commercial area
- Separated transient area
- Additional courtesy docks
- Ferry docks/commercial docks in N Basin
MASTER PLAN – MAIN ENTRANCE
BREKWATERS
65 to 70 Additional Parking Spaces on Demen’s Landing
SUMMARY

1. Same number of total slips in the Marina
2. Opportunity to maintain liveaboard community
3. New dock houses updated to meet flood code
4. Modern electrical system throughout
5. Maintain covered slips
6. Enhance wave protection for entire marina
7. Enhance Marina resiliency
IMPLEMENTATION

Phased Approach

Key is to minimize interruption to existing users.

1. Central Basin within 1 to 5 years
2. South Basin in 5 to 10 years
3. North Basin as funds are available
# ESTIMATED COST – ALL FLOATING DOCK

## Cost Estimate Summary Table

<table>
<thead>
<tr>
<th>Description</th>
<th>NORTH YACHT BASIN</th>
<th>CENTRAL YACHT BASIN</th>
<th>SOUTH YACHT BASIN</th>
<th>COST ESTIMATE TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial &amp; Exhibition Docks</td>
<td>$1,250,000</td>
<td></td>
<td></td>
<td>$1,250,000</td>
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<tr>
<td>North Docks</td>
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<td>Central Docks</td>
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<td>Piers 1-4 &amp; New Pier 5 Fingers</td>
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<td>$9,500,000</td>
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<tr>
<td>South Courtesy Docks</td>
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<td>Civil Works (Paving, Sidewalks, Fences, Gates)</td>
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<tr>
<td><strong>Buildings and Civil Works Subtotal</strong></td>
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<td>$4,650,000</td>
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<tr>
<td>Bulkheads</td>
<td>$1,375,000</td>
<td>$3,150,000</td>
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<tr>
<td>Breakwaters</td>
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<td>Sub-Total</td>
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## ESTIMATED COST – ALL FIXED DOCK

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<tr>
<th>Description</th>
<th>NORTH YACHT BASIN</th>
<th>CENTRAL YACHT BASIN</th>
<th>SOUTH YACHT BASIN</th>
<th>COST ESTIMATE TOTALS</th>
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</thead>
<tbody>
<tr>
<td>Commercial &amp; Exhibition Docks</td>
<td>$1,750,000</td>
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<td>$9,500,000</td>
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<td>Piers 1-4 &amp; New Pier 5 Fingers</td>
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<tr>
<td>South Courtesy Docks</td>
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<td>Existing Building Upgrades</td>
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<td>Civil Works (Paving, Sidewalks, Fences, Gates)</td>
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<td>Buildings and Civil Works Subtotal</td>
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<td>Bulkheads</td>
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### ESTIMATED COST – MIXED FLOATING & FIXED DOCK

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<th>SOUTH YACHT BASIN</th>
<th>COST ESTIMATE SUMMARY TOTALS</th>
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<td>Bulkheads</td>
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<td>Breakwaters</td>
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<td><strong>$53,200,000</strong></td>
</tr>
</tbody>
</table>
SAFE HARBOR (SH) PROPOSAL

- City received an unsolicited proposal from Safe Harbor (Feb. 1st) to lease and operate Marina
  (Similar to the arrangement City has with Big 3 Entertainment for Mahaffey Theater and Rowdies for Al Lang Stadium)

- SH has proposed a phased renovation plan for Marina’s Central and South Yacht Basins, with responsibility for planning and financing the renovations

- City staff is in the process of evaluating the proposal. Next steps include:
  1. In-depth analysis of SH proposal
  2. Financial model for City-funded Marina Rehab Project
  3. Provide public notice of SH proposal
  4. Compare options
The following page(s) contain the backup material for Agenda Item: License Agreement with University of South Florida Board of Trustees, a public body corporate, for use of space within the Port Terminal Building located at 250 – 8th Avenue Southeast, St. Petersburg. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 21, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for the use of space within a portion of the City-owned Port Terminal Building located at 250 – 8th Avenue Southeast, St. Petersburg, to provide faculty office space, meeting, and classroom space for a period of twenty-four (24) months, at a monthly rental rate of $3,735.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate & Property Management received a request from the City Development Administration to initiate a license agreement with the University of South Florida Board of Trustees, a public body corporate ("USF"), for its use of ±10,713 square feet within the City-owned Port Terminal Building, located at 250 – 8th Avenue Southeast, as an extension of the USF Bayboro Campus ("Premises"). The Premises will be utilized for faculty offices, meeting and instructional space, nursing skills practice workspace and classrooms related to the USF’s educational programs.

USF has executed a License Agreement ("Agreement") for a term of twenty-four (24) months, subject to the approval of City Council. The rental rate is $3,735 per month for the entire term. USF will have access to 15 parking spaces located within the parking lot west of the Port Terminal Building. In addition, USF will have access to the driveway adjacent to 8th Avenue Southeast, which will be subject to current and future Grand Prix race event agreements.

USF is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of USF’s use of the Premises. USF will be responsible, at its sole cost and expense, for maintenance of the interior and exterior of the Premises and all repairs to the Premises in an amount not to exceed five thousand ($5,000.00) dollars, per occurrence. The City will be responsible for any repairs to the Premises exceeding five thousand ($5,000.00) dollars, per occurrence. Under the terms of the Agreement, the City is under no obligation to provide a replacement facility under any circumstances. Additionally, either party may terminate the Agreement with 90 days’ notice.

The Premises is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation. The Agreement is in compliance with
Resolution No. 2019 - ____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE, FOR USE OF SPACE WITHIN A PORTION OF THE CITY-OWNED PORT TERMINAL BUILDING LOCATED AT 250 - 8TH AVENUE SOUTHEAST, ST. PETERSBURG, TO PROVIDE FACULTY OFFICE, MEETING, AND CLASSROOM SPACE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, AT A MONTHLY RENTAL RATE OF $3,735.00 FOR THE TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, University of South Florida ("Licensee") desires to utilize ±10,713 square feet of space within the City-owned Port Terminal Building, located at 250 – 8th Avenue Southeast, as an extension of the USF Bayboro Campus ("Premises") for faculty offices, meeting and instructional space, nursing skills practice workspace and classrooms related to the Licensee's educational programs; and

WHEREAS, the proposed License Agreement ("Agreement") will be for a term of twenty-four (24) months, subject to City Council approval; and

WHEREAS, the rental rate will be $3,735.00 per month for the entire term; and

WHEREAS, USF will have access to 15 parking spaces located within the parking lot west of the Port Terminal Building, in addition to having access to the driveway adjacent to 8th Avenue Southeast, which will be subject to current and future Grand Prix race event agreements; and

WHEREAS, USF is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III and will provide insurance amounts as governed by statute protecting the City against all claims or demands that may arise or be claimed on account of USF's use of the Premises; and

WHEREAS, USF will be responsible, at its sole cost and expense, for maintenance of the interior and exterior of the Premises and all repairs to the Premises in an amount not to exceed five thousand ($5,000.00) dollars, per occurrence; and
WHEREAS, the City will be responsible, at its sole cost and expense, for any repairs to the Premises exceeding five thousand ($5,000.00) dollars, per occurrence; and

WHEREAS, the Premises is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation; and

WHEREAS, the Agreement is in compliance with Section 1.02(c)(2) of the City Charter which permits a lease not exceeding the lease terms permitted by the City Park and Waterfront Map with an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for use of space within a portion of the City-owned Port Terminal Building located at 250–8th Avenue Southeast, St. Petersburg, to provide faculty office, meeting, and classroom space for a period of twenty-four (24) months, at a monthly rental rate of $3,735.00 for the term; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Chris Ballestra, Director
Enterprise Facilities

APPROVED BY:

Allred Wendler, Director
Real Estate and Property Management
Section 1.02(c)(2) of the City Charter which permits a lease not exceeding the lease terms permitted by the City Park and Waterfront Map with an affirmative vote of at least six (6) members of City Council. The subject property is zoned Institutional Center – (IC).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for use of space within a portion of the City-owned Port Terminal Building located at 250 – 8th Avenue Southeast, St. Petersburg, to provide faculty office, meeting, and classroom space for a period of twenty-four (24) months, at a monthly rental rate of $3,735.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: ________________________________ N/A

Budget: ________________________________ N/A

Legal: ________________________________ (As to consistency w/attached legal documents)
The following page(s) contain the backup material for Agenda Item: 2019 Firestone Grand Prix of St. Petersburg
Please scroll down to view the backup material.
RESOLUTION NO. 2019-__

A RESOLUTION PURSUANT TO SECTION THREE OF ORDINANCE NO. 702-G, AS AMENDED, ESTABLISHING RACE DAYS FOR THE 2019 FIRESTONE GRAND PRIX OF ST. PETERSBURG DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G in December, 2004 which established a Race Zone and a Clean Zone and regulations to be in effect in each during the Grand Prix of St. Petersburg; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the Race Days during which these Race Zone and Clean Zone regulations and other regulations shall be in effect; and

WHEREAS, Section Three of Ordinance No. 702-G was amended by Ordinance No. 1013-G in March, 2011 to allow City Council to change Race Days by resolution; and

WHEREAS, Section Three of Ordinance No. 702-G was amended in March, 2015 to allow City Council to establish Race Days by resolution.

WHEREAS, the 2019 Firestone Grand Prix of St. Petersburg is scheduled for March 7, 2019 through March 10, 2019.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that pursuant to Section Three of Ordinance No. 702-G, as amended, the Race Days for the 2019 Firestone Grand Prix of St. Petersburg are hereby established to be March 7, 2019 through March 10, 2019, and the Race Days shall begin at 12:01 a.m. on March 7, 2019 and end at midnight on March 10, 2019.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that the Race Zone and Clean Zone regulations and other regulations shall be in effect as set forth in Ordinance No. 702-G, as amended.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney (designee)

00428389
The following page(s) contain the backup material for Agenda Item: Pier Report
Please scroll down to view the backup material.
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. 16-04-LEP/T (“Task Order”) to the architect/engineering agreement dated May 13, 2016, between the City of St. Petersburg, Florida and Landis Evans + Partners (“A/E”), for A/E to provide additional engineering services during the design phase of the Pier District Wayfinding Project and bidding phase services in an amount not to exceed $35,777.95; providing that the total Task Order, as amended, shall not exceed $61,594.12 (ECID Project No. 18127-112, Oracle Nos. 14618 and 16189); and providing an effective date.

EXPLANATION: The City is constructing extensive pedestrian friendly park and water front improvements along with the new St. Pete Pier. Foundation and attachments need to be designed in order to install the pedestrian and vehicular wayfinding signs developed in the initial task order to support the new Pier District.

On May 13, 2016, the City of St. Petersburg, Florida (“City”) and Landis Evans + Partners entered into an architect/engineering agreement for A/E to provide Traffic Calming, Bicycle/Pedestrian and Development Services for City construction projects.

On August 20, 2018, Engineering and Capital Improvements (“ECID”) administratively approved Task Order No. 16-04-LEP/T in the amount of $25,816.17 which provided for concept design and design development. This scope of work included but not limited to identification of signage placement, signage layout for vehicular traffic and all users of the new St. Pete Pier.

Amendment No. 1 to Task Order No. 16-04-LEP/T in the amount of $35,777.95 will provide additional engineering services during the design phase of the Pier District Wayfinding Project and will include design of the foundation, signage assembly and appurtenances.

Task Order No. 16-04-LEP/T and Amendment No. 1 includes the following work and associated not to exceed costs respectively:

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<th>Status</th>
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<td>Allowance</td>
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<tr>
<td><strong>Sub-Total</strong></td>
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<tr>
<td>Amendment No. 1</td>
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<td></td>
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<tr>
<td>Design Documentation and Foundation Design</td>
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<tr>
<td>Bidding Phase Services</td>
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<td>Allowance</td>
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<td>New</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>$35,777.95</strong></td>
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</tbody>
</table>

**Task Order Total** $61,594.12
RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-04-LEP/T ("Task Order") to the architect/engineering agreement dated May 13, 2016, between the City of St. Petersburg, Florida and Landis Evans + Partners ("A/E"), for A/E to provide additional engineering services during the design phase of the Pier District Wayfinding Project and bidding phase services in an amount not to exceed $35,777.95; providing that the total Task Order, as amended, shall not exceed $61,594.12 (ECID Project No. 18127-112, Oracle Nos. 14618 and 16189); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Citywide Infrastructure Capital Improvement Fund (3027), Wayfaring Signage Sign Rep Project (14618) and Wayfair Signage FY18 Project (16189).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order 16-04-LEP/T

APPROVALS: Administrative
Budget
RESOLUTION 2019--

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-04-LEP/T ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED MAY 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND LANDIS EVANS + PARTNERS ("A/E") FOR A/E TO PROVIDE ADDITIONAL ENGINEERING SERVICES DURING THE DESIGN PHASE OF THE PIER DISTRICT WAYFINDING PROJECT AND BIDDING PHASE SERVICES IN AN AMOUNT NOT TO EXCEED $35,777.95; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $61,594.12 (ENGINEERING PROJECT NO. 18127-112, ORACLE NOS. 14618 AND 16189); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida and Landis Evans + Partners ("A/E") entered into an architect/engineering agreement on May 13, 2016 for A/E to provide miscellaneous professional services for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Services Projects; and

WHEREAS, on August 20, 2018, Administration issued Task Order No. 16-04-LEP/T ("Task Order") in an amount not to exceed $25,816.17 for A/E to provide conceptual design and design development services related to the Pier District Wayfinding Project ("Project"); and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to provide additional engineering services during the design phase of the Project and bidding phase services in an amount not to exceed $35,777.95.

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. 16-04-LEP/T ("Task Order") to the architect/engineering agreement dated May 13, 2016 between the City of St. Petersburg, Florida and Landis Evans + Partners ("A/E"), for A/E to provide additional engineering services during the design phase of the Pier District Wayfinding Project and bidding phase services in an amount not to exceed $35,777.95.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $61,594.12.

This resolution shall become effective immediately upon its adoption.

Approved by:  
[Signature]  
Legal Department  
By: (City Attorney or Designee)  
00428335

Approved by:  
[Signature]  
Brijesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

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: Landis Evans + Partners
Amendment No. 1 to Task Order No. 16-04-LEP/T in the amount of $35,777.95

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 for the pedestrian and vehicular wayfinding for the New St Pete Pier™

Landis Evans + Partners has satisfactorily completed preliminary plan development. This work is a continuation of the previous condition assessment.

Landis Evans + Partners has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

Landis Evans + Partners has significant experience in the design, permitting and construction phase activities of pedestrian and vehicular improvements. Their experience includes being a contributing author to the Federal Highway Administration, Manual of Uniform Traffic Control Devices and other national design standards and policies.

This is the first Amendment to the fourth Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

**Transaction Report**

for

**Landis Evans + Partners**

**Miscellaneous Professional Services for Traffic Calming, Bicycle/Pedestrian Projects**

*A/E Agreement Effective - May 13, 2016*

*A/E Agreement Expiration - May 4, 2020*

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<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
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<td><strong>302,773.49</strong></td>
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This Amendment No. 1 to Task Order No. 16-04-LEP/T is made and entered into this ______ day of ______________, 201____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRAFFIC CALMING, BICYCLE/PEDESTRIAN AND DEVELOPMENT OF REGIONAL IMPACT PROJECTS dated May 13, 2016, as amended ("Agreement") between Landis, Evans + Partners ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has developed a Master Sign Plan including brand integration for the Pier District, located in downtown St. Petersburg, Florida. Based on the information provided in this plan, under the initial Task Order, the A/E developed/designed a wayfinding and signage program. Refer to Attachments A and B.

For this Amendment No. 1, the A/E will provide both design documentation and foundation design/installation details (i.e., combined construction documents) along with bid phase services for the pedestrian wayfinding system developed and approved by the City in Task Nos. I and II.

II. SCOPE OF SERVICES

Task III - Design Documentation and Foundations

This task, based upon the City-approved Design Development Package of Task II, will finalize decisions regarding, and then implementing construction documents/specifications for message face fabrication, supporting structures, and foundations for the pedestrian wayfinding signs (however, no supporting structures or foundations will be designed nor specified for the two banner-type signs). It will also include programming and compliance and will finalize the Sign Location Plan and Message Schedule. This task includes:

- Determine options and recommendations for signage structures and foundation alternatives.
- Meeting and coordinating with City’s staff and representatives to finalize design documents and structures and foundations approach.
- Develop Documentation package of design intent for sign types including material specifications, scope, graphic standards, colors, finishes, structure details, construction details, installation methods, locations, and etc.
- Develop foundation design and plans for the approved classes of pedestrian signage.
from Task II. Drilled shaft foundations will be designed for the District ID signs.

- Revise drawings based on City comments/direction.
- Finalize Sign Location Plans and Message Schedule.
- Coordinate with potential fabricators to discuss detailing aspects to optimize product for the City.
- Provide regular progress status updates to the City's Project Manager; respond to inquiries from City's Project Manager.
- Cost Estimate.

Task IV - Bid Phase Services

- Provide technical specifications describing materials, processes, submittals, coordination, execution, quality assurance, installation, etc. for inclusion in the City's standard technical specifications.
- Respond to RFIs (assume up to 6 requests).

III. SCHEDULE

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

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Duration</th>
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<tr>
<td>Task III</td>
<td>Design Documentation and Foundation Design</td>
<td>6 weeks</td>
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<tr>
<td>Task IV</td>
<td>Bid Phase Services</td>
<td>Follow City's Construction Schedule</td>
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From Notice to Proceed

IV. A/E'S RESPONSIBILITIES

A/E will provide services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

- Provide pier structure signage attachment protocol
- Provide a complete and accurate program covering program requirements
- Share pertinent existing research
- Share any documentation which may be available
- Provide a consistent Core Team and single point of contact
- Provide content for Interpretive Signage

VI. DELIVERABLES

Tasks III and IV -

Delivered to the City will be printed and bound 11" x 17" sized Environmental Graphics Design Intent Documentation, in addition to an electronic version of the same, which will include:
• Location plans, elevations and sections, material specifications, and colors and materials cross-indexed to the final Sign Location Plan and Message Schedule. The package will be suitable for estimating, bidding, and as a guide for installation.
• Tatulation sheet quantifying each sign type
• Foundation Design Plan (refer Attachments A and B)
• Final Sign Location Plan and Message Schedule
• Response to RFIs

VII. A/E'S COMPENSATION

The A/E was authorized the not-to-exceed amount of $23,316.17 under the initial Task Order for Tasks I and II (a separate Allowance of $2,500.00 was not authorized).

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of $33,277.95 for Tasks III and IV, per Appendix A.

Amendment No. 1 to the Task Order establishes an additional Allowance of $2,500.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order. The total unauthorized Allowance is $5,000.00.

The total for Amendment No. 1 including additional Allowance is $35,777.95

The total Task Order amount including Amendment No. 1 shall not exceed $61,594.12.

VIII. PROJECT TEAM

Prime Consultant - Landis, Evans + Partners
Subconsultants - ArchitecturePlus International, Inc. (api(+) )
American Consulting Engineers of Florida, LLC

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: _____________________________________________________________________
   Chandrabhasa 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)

____________________________________
Landis, Evans + Partners
(Company Name)

By: _____________________________________________________________________
   (Signature)
   Bruce W. Landis
   (Printed Name and Title)

Date: 2-4-19

WITNESSES:

By: _____________________________________________________________________
   (Signature)
   _____________________________________________________________________
   (Printed Name)

By: _____________________________________________________________________
   (Signature)
   _____________________________________________________________________
   (Printed Name)

By: _____________________________________________________________________
   (Signature)
   _____________________________________________________________________
   (Printed Name)
## APPENDIX A
Work Task Breakdown
Pier District Wayfinding
Project No. 18127-112

### I. Manpower Estimate: All Tasks

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<tr>
<th>Direct Labor Rates Classifications</th>
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<th>Senior Engineer</th>
<th>Project Engineer</th>
<th>Staff Engineer</th>
<th>Senior CADD Technician</th>
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**TASK**

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**Totals**

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<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services³</th>
<th>Total Cost Without Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>III</td>
<td>$8,131.00</td>
<td>$243.93</td>
<td>$16,000.00</td>
<td>$800.00</td>
<td>$25,174.93</td>
</tr>
<tr>
<td>IV</td>
<td>$2,769.92</td>
<td>$83.10</td>
<td>$5,000.00</td>
<td>$250.00</td>
<td>$8,103.02</td>
</tr>
<tr>
<td>Total</td>
<td>$10,900.92</td>
<td>$327.03</td>
<td>$21,000.00</td>
<td>$1,050.00</td>
<td>$33,277.95</td>
</tr>
</tbody>
</table>

### II. Fee Calculation

### III. Fee Limit

- **Not-to-Exceed Cost**: $33,277.95
- **Allowance**: $2,500.00
- **Total**: $35,777.95

### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: copying, mileage
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
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: Accepting a bid from Wharton-Smith, Inc., in the amount of $2,645,581, for the NEWRF Aeration Blower Replacement Project. (ECID Project No. 17075-111; Oracle No. 15925).

Explanation: The Procurement and Supply Management Department received four bids for replacement of aeration blowers at the NEWRF. The bids were opened on December 11, 2018, and tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>KAT Construction &amp; Materials, Inc. (Clearwater, FL)</td>
<td>$2,589,210</td>
</tr>
<tr>
<td>Wharton-Smith, Inc. (Tampa, FL)</td>
<td>$2,645,581</td>
</tr>
<tr>
<td>Poole &amp; Kent Company of Florida (Tampa, FL)</td>
<td>$2,655,364</td>
</tr>
<tr>
<td>TLC Diversified, Inc. (Palmetto, FL)</td>
<td>$2,995,800</td>
</tr>
</tbody>
</table>

The contractor will provide all labor, material, services, and equipment necessary to construct three (3) new aeration blowers at the NEWRF. Work includes the following: demolition of the existing aeration blower system, construction of a new elevated concrete foundation and pad with a metal canopy, pre-fabricated electrical enclosure, installation of three (3) new blowers, including variable frequency drive (VFD), a new fine bubble aeration diffuser system, instrumentation, and programming to communicate with the existing plant’s Supervisory Control and Data Acquisition (“SCADA”) system.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department (“ECID”), recommends an award to:

Wharton-Smith, Inc. (Tampa, FL)..............................................$2,645,581.00

Contractor pre-qualifications required bidders to have successfully completed a minimum of three (3) projects during the past ten (10) years similar in type to the project being bid, and for the project superintendent to have successfully completed a minimum of three (3) similar projects during the past ten (10) years. Additionally, each project should have a minimum value of $1,500,000 in construction cost at a public utility wastewater treatment facility, primarily a rehabilitation project, and the same disciplines anticipated for this project. The apparent low bidder, KAT Construction & Materials, submitted only one previous project which met the minimum requirement of $1,500,000 in construction cost at a public utility wastewater treatment facility, and distinction of project experience for the contractor and the superintendent are not clear as submitted.

For the above reasons, and in accordance with the bid documents, the proposal submitted by KAT Construction & Materials is deemed non-responsive.

Wharton-Smith, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7106, dated October 24, 2018. They have performed similar work for the City of Orlando, the City of Tampa, Tampa Bay Water, and Hillsborough County, and have performed satisfactorily.
References have been checked and are acceptable. Principal of the firm is Ronald F. Davoli, president, director and treasurer.

The contractor will begin work approximately ten (10) calendar days from written notice to proceed. Work completion is scheduled within three hundred and sixty-five (365) consecutive calendar days thereafter.

This project qualifies for City Code 2-296 through 2-298/Ordinance 165-H, Major Construction Projects Requirements for Employing Apprentices; and City Code 2-299/Ordinance 164-H Major Construction Project Requirements for Disadvantaged Workers.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE Blowers FY17 Project (15925).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO WHARTON-SMITH, INC. FOR THE NEWRF AERATION BLOWER REPLACEMENT PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $2,645,581.00; 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 four (4) bids for the NEWRF Aeration Blower Replacement Project pursuant to IFB No. 7106 dated October 24, 2018; and

WHEREAS, the apparent low bidder, KAT Construction and Materials, Inc., was non-responsive; and

WHEREAS, Wharton-Smith, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 7106; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to Wharton-Smith, Inc. for the NEWRF Aeration Blower Replacement Project for a total contract amount not to exceed $2,645,581.00 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.

Approved as to form and content:

[Signature]
City Attorney (designee)
00427559
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Pace Analytical Services, LLC and Advanced Environmental Laboratories, Inc. for environmental laboratory testing services for the Water Resources Department, for a total contract amount of $465,000.

Explanation: On February 19, 2015, City Council approved two, three-year agreements for environmental laboratory testing services through February 28, 2018. On March 15, 2018, City Council approved the first renewal. This is the final renewal.

Additional allocation is not requested for the final renewal. The costs for services required through the balance of this renewal will not exceed the previously approved allocation amount.

The vendors provide environmental analysis testing on potable water, domestic wastewater, industrial wastewater, salt water, ground water, and reclaimed water, as well as soil sediments and sludge for the Water Resources Department. These tests will be performed as required by the Safe Drinking Water Act and the Clean Water Act. The vendors will also perform testing for the City's certified laboratory if instruments are temporarily offline, capacity is limited, or if the lab is not certified to perform the test in-house.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends renewal:

<table>
<thead>
<tr>
<th></th>
<th>Original agreement amount</th>
<th>1st renewal</th>
<th>2nd renewal</th>
<th>New agreement amount</th>
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</thead>
<tbody>
<tr>
<td>$465,000</td>
<td>0</td>
<td>0</td>
<td></td>
<td>$465,000</td>
</tr>
</tbody>
</table>

Pace Analytical Services, Inc. and Advanced Environmental Laboratories have agreed to hold rates firm under the terms and conditions of IFB No. 5639, dated December 8, 2014. Administration recommends renewal of the agreement based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through February 29, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in Water Resources Fund (4001).

Attachments: Bid Tabulation (2 pages)
Resolution

Approvals:
# Bid Tabulation

## Procurement Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>Pace Analytical Services</th>
<th>Florida Testing Services</th>
<th>Advanced Environmental Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit Price</td>
<td>Extended Price</td>
<td>Unit Price</td>
</tr>
<tr>
<td>1</td>
<td>Oil and Grease HEM</td>
<td>74</td>
<td>$30.00</td>
<td>$2,220.00</td>
<td>$28.00</td>
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<td>2</td>
<td>Oil and Grease SGT, TRPH</td>
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<td>$30.00</td>
<td>$600.00</td>
<td>$32.00</td>
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<td>3</td>
<td>Organochlorine Pests/PCB's</td>
<td>48</td>
<td>$70.00</td>
<td>$3,360.00</td>
<td>$60.00</td>
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<td>4</td>
<td>Volatile Organic Compounds</td>
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<td>$50.00</td>
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<td>$50.00</td>
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<tr>
<td>5</td>
<td>Base Neutrals and Acid Extractables</td>
<td>48</td>
<td>$110.00</td>
<td>$5,280.00</td>
<td>$130.00</td>
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<tr>
<td>6</td>
<td>Mercury</td>
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<td>$14.00</td>
<td>$4,200.00</td>
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<tr>
<td>7</td>
<td>Total Cyanide</td>
<td>115</td>
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<td>$2,070.00</td>
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<tr>
<td>8</td>
<td>Sulfide</td>
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<td>$12.00</td>
<td>$8,100.00</td>
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<td>9</td>
<td>Fluoride (MDL = 0.1 mg/L)</td>
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<td>$12.00</td>
<td>$60.00</td>
<td>$10.00</td>
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<td>10</td>
<td>Bromate (MDL = 0.010 mg/L)</td>
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<td>$240.00</td>
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<td>Phenols, Total recoverable</td>
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<td>12</td>
<td>Priority Pollutant Scan</td>
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<tr>
<td></td>
<td>Drinking Water (EPA 40 CFR part 141)</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>Synthetic organic contaminants (SOCs)</td>
<td>5</td>
<td>$410.00</td>
<td>$2,050.00</td>
<td>$550.00</td>
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<td>14</td>
<td>Synthetic organic contaminants (SOCs)</td>
<td>2</td>
<td>$410.00</td>
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<td>$550.00</td>
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<td>15</td>
<td>Metals group (As, Pb, Sb, Se, Ti)</td>
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<td>$35.00</td>
<td>$175.00</td>
<td>$30.00</td>
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<td>Metals group (As, Pb, Sb, Se, Ti)</td>
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<td>$70.00</td>
<td>$30.00</td>
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<td>17</td>
<td>Arsenic</td>
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<td>$6.00</td>
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<td>18</td>
<td>Cyanide, Amenable</td>
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<td>$70.00</td>
<td>$35.00</td>
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<td>19</td>
<td>MBAS (surfactants)</td>
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<td>$30.00</td>
<td>$120.00</td>
<td>$35.00</td>
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<td>20</td>
<td>MBAS (surfactants)</td>
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<td>$30.00</td>
<td>$30.00</td>
<td>$35.00</td>
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<tr>
<td>21</td>
<td>2,3,7,8-TCDD (Dioxin)</td>
<td>4</td>
<td>$200.00</td>
<td>$800.00</td>
<td>$225.00</td>
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<tr>
<td>22</td>
<td>Radium 226</td>
<td>5</td>
<td>$55.00</td>
<td>$275.00</td>
<td>$60.00</td>
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<tr>
<td>23</td>
<td>Radium 228</td>
<td>5</td>
<td>$55.00</td>
<td>$275.00</td>
<td>$65.00</td>
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<td>24</td>
<td>Gross Alpha</td>
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<td>$30.00</td>
<td>$360.00</td>
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<td>25</td>
<td>EPA 8260 - special lists</td>
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<td>$55.00</td>
<td>$1,925.00</td>
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<tr>
<td>26</td>
<td>Chlorophyll - a,b,c and pheophytin</td>
<td>185</td>
<td>$25.00</td>
<td>$4,625.00</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

1 of 2
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>Pace Analytical Services</th>
<th>Florida Testing Services</th>
<th>Advanced Environmental Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit Price</td>
<td>Extended Price</td>
<td>Unit Price</td>
</tr>
<tr>
<td>27</td>
<td>Kjeldagl Nitrogen, total (low level MDL = 0.075 mg/L)</td>
<td>185</td>
<td>$16.00</td>
<td>$2,960.00</td>
<td>$10.00</td>
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<tr>
<td>28</td>
<td>Phosphorous, Ttoal (low level MDL = 0.002 mg/L)</td>
<td>185</td>
<td>$15.00</td>
<td>$2,775.00</td>
<td>$12.00</td>
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<tr>
<td></td>
<td>Biosolids (EPA 40 CFR Part 503.8)</td>
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<td></td>
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<tr>
<td>29</td>
<td>Mercury</td>
<td>32</td>
<td>$15.00</td>
<td>$480.00</td>
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<td>31</td>
<td>Aluminum</td>
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<td>32</td>
<td>Barium</td>
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<td>$6.00</td>
<td>$72.00</td>
<td>$7.00</td>
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<td>33</td>
<td>Calcium</td>
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<td>$6.00</td>
<td>$72.00</td>
<td>$7.00</td>
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<td>34</td>
<td>Magnesium</td>
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<td>$6.00</td>
<td>$72.00</td>
<td>$7.00</td>
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<td>35</td>
<td>Iron</td>
<td>12</td>
<td>$6.00</td>
<td>$72.00</td>
<td>$7.00</td>
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<td>36</td>
<td>Ammnomia</td>
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<td>$10.00</td>
<td>$120.00</td>
<td>$12.00</td>
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<tr>
<td>37</td>
<td>Fecal Coliform (MDL &lt; 100 Col/dry/g MPN)</td>
<td>12</td>
<td>$54.00</td>
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</tr>
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</table>

Sub Total: $50,412.00
2% Discount: $0.00
Total: $50,412.00

$53,258.00
$1,065.16
$52,192.84
$67,604.00
$0.00
$67,604.00
A RESOLUTION APPROVING A RENEWAL TO THE BLANKET PURCHASE AGREEMENTS, AS RENEWED, WITH PACE ANALYTICAL SERVICE, LLC AND ADVANCED ENVIRONMENTAL LABORATORIES, INC. TO EXTEND THE TERM THROUGH FEBRUARY 29, 2020; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $465,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 19, 2015, City Council approved the award of three-year agreements ("Agreements") with two one-year renewal options to Pace Analytical Service, LLC and Advanced Environmental Laboratories, Inc. (Vendors) for environmental laboratory testing services for the Water Resources Department pursuant to IFB No. 5639; and

WHEREAS, on March 15, 2018, City Council approved the first one-year renewal option to extend the term of the Agreements until February 28, 2019; and

WHEREAS, Administration desires to exercise the final renewal option to extend the term of the Agreements until February 29, 2020; and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of IFB No. 5639; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the renewal to the blanket purchase agreements, as renewed, with Pace Analytical Services, LLC and Advanced Environmental Laboratories, Inc. to extend the term through February 29, 2020 is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced Agreements shall not exceed $465,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00427726
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Acknowledging the selection of Black & Veatch Corporation (Black & Veatch) as the most qualified firm to provide professional services for the NEWRF Electrical Distribution System Improvements Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with Black & Veatch for alternatives evaluation and preliminary design services for the NEWRF Electrical Distribution System Improvements Project for an amount not to exceed $187,180; and providing an effective date. (ECID Project No. 18121-111; Oracle No. 16384).

Explanation: On July 20, 2018, the City issued a Request for Qualifications, RFQ No. 7003 Consulting Services, NEWRF Electrical Distribution System Improvements. On August 21, 2018 the City received seven Statements of Qualifications (SOQ) from the following firms:

1. Black & Veatch Corporation
2. CE Power Solutions LLC
5. Griner Engineering Inc.
6. McKim & Creed, Inc.
7. Stantec Consulting Services, Inc.

The SOQs were evaluated based on the following criteria:

- Background and experience
- Project approach
- Relevant project examples
- Resumes of staff
- Technical capability
- Small/ Minority/ Woman/ Disadvantaged Business Enterprise status
- Exception to City’s Architect/Engineering Agreement within the RFQ

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

- Brejesh Prayman, Director, Engineering and Capital Improvements, Committee Chair
- Diana Smilova, Water & Wastewater Manager, Engineering and Capital Improvements
- David Abbaspour, Senior Professional Engineer, Engineering and Capital Improvements
- Charles Wise, Manager, Water Reclamation Facilities, Water Resources
- Craven Askew, Chief Operator, NEWRF

The evaluation committee met on September 13, 2018, and shortlisted the following three firms for presentations and interviews:

1. Black & Veatch Corporation
2. McKim & Creed, Inc.
3. Stantec Consulting Services, Inc.

On October 19, 2018, the evaluation committee listened to oral presentations and interviewed the three firms. Following the oral presentations and interviews, the evaluation committee convened and deliberated to rank the firms in accordance with the Consultants Competitive Negotiation Act, Florida Statutes, Chapter 287.055. As a result of the deliberations, the firms were ranked as follows:

Continued on Page 2
Black & Veatch Corporation was determined to be the most qualified firm, taking into consideration their qualifications and experience, understanding of the project, local knowledge, prior experience with replacement and improvements of the electrical distribution system at existing municipal wastewater treatment facilities, replacement of the electrical infrastructure with modern equipment for improved reliability, maintainability, and safety features, procedures to ensure maintenance of wastewater treatment facility operations during construction, and the evaluation criteria set forth in RFQ No. 7003. The evaluation committee recommended negotiations with Black & Veatch.

Administration has negotiated an A/E agreement with Black & Veatch for a not-to-exceed amount of $187,180. Once City Council acknowledges the selection of Black & Veatch, the City and Black & Veatch will enter into an A/E Agreement for the NEWRF Electrical Distribution System Improvements, and Black & Veatch will provide the following services:

- **Task 1, Project Setup and Administration** – Accounting system setup, filing system, safety/risk plan, communication plan, project schedule, project status meetings, submittal of invoices and status reports on monthly intervals, and presentation to City Council as requested.

- **Task 2, Project Initiation and Data Collection** – Collect and review data, as-build drawings, and historical electrical usage data. Conduct site investigation to obtain equipment data, assess space availability in buildings, and review potential siting locations for new facilities.

- **Task 3, Define Facilities For Replacement** – Develop a tabulation of electrical equipment, facilities recommended for replacement, based on age, condition, and obsolescence. The identified equipment and facilities will be grouped by each of the five electrical load centers at the NEWRF and assigned a preliminary prioritization. Meet with City staff to review and discuss the recommended Tabulation of Facilities for Replacement, and submit meeting minutes.

- **Task 4, Conceptual Alternatives Evaluation** – Evaluate two alternatives for implementing the electrical equipment replacement. Alternative 1: Develop concept for in-kind replacement of equipment under the existing electrical distribution configuration. Alternative 2: Develop concept for replacement of equipment under a modified electrical distribution configuration. Draft technical memorandum presenting the results of the conceptual alternatives evaluation. Participate in a workshop with City staff to review the alternatives and present a final technical memorandum.

- **Task 5, Preliminary Design Memorandum** – Draft Preliminary Design Memorandum for the alternative selected, participate in a workshop with City staff to review the draft Preliminary Design Memorandum, prepare meeting minutes, update and finalize the Preliminary Design Memorandum to address City comments on the draft.

- **Task 6, Allowance For Additional Services** – Perform additional services related to this project upon prior written authorization by the City, based on a scope and fee mutually agreed upon by the City and Black & Veatch in writing.

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

Black & Veatch has provided similar services for the City of St. Petersburg and the City of Lakeland, and has performed satisfactorily. The principals of the firm are Steve Edwards, president, Timothy W. Triplett, vice president, secretary and director, and Angela L. Hoffman, treasurer and vice president.
The Procurement and Supply Management Department, in cooperation with the Water Resources and Engineering and Capital Improvements departments, recommends that City Council approve the A/E Agreement with Black & Veatch Corporation.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) to the WRF NE Electrical Power Distribution Improvements FY18 Project (16384).

Attachments: Technical Evaluation (5 pages)
Meeting Minutes (4 pages)
Appendices A-C (8 pages)
Resolution

Approvals:

[Signatures]
Technical Evaluation for RFQ 7003
925-31 Consulting Services, NEWRF Electrical Distribution System Improvements

Summary Work Statement

The City received seven Statements of Qualifications (SOQs) for RFQ 7003, Consulting Services, Northeast Water Reclamation Facility Electrical Distribution System Improvements. The successful firm will prepare a preliminary design report and construction documents for the electrical distribution system improvements at the Northeast Water Reclamation Facility located at 1160 62nd Avenue Northeast. The firm will also provide preliminary design, detailed design, bidding and construction phase services. The seven SOQs were received from:

1. Black & Veatch Corporation
2. CE Power Solutions, LLC
5. Griner Engineering, Inc.
6. McKim & Creed, Inc.
7. Stantec Consulting Services, Inc.

Evaluation Committee

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

Brijesh Prayman, PE, Director, Engineering & Capital Improvements, Committee Chair
Diana Smilova, PE, Water & Wastewater Design Manager, Engineering and Capital Improvements
David Abbaspour, PE, Senior Professional Engineer, Engineering and Capital Improvements
Charles Wise, Manager, Water Reclamation Facilities, Water Resources
Craven Askew, Chief Plant Operator, Northeast WRF, Water Resources

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Small, Minority, Women and Disadvantaged Business Enterprise
- Exceptions to City's Architect/Engineering Agreement within the RFQ

Offerors' Profiles

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

Black & Veatch Corporation was incorporated in 1998 in Delaware. Its headquarters is in Overland Park, Kansas. The Tampa office will serve the City. Of 10,000 employees, 69 are local.

Subconsultants: MC Squared, Inc. for geotechnical testing; Earth Resources, Inc. for environmental wetlands; Suncoast Surveying, Inc. for survey and utility locates. Each subconsultant is a City certified SBE and a WBE.

Strengths include: Presented an experienced team with significant relevant project experience; gave good detail showing their understanding of the facility; offered a detailed, wholistic project approach. Categorized and prioritized phases of the project based on urgency; has a long history with the City; presented a risk-based priorities approach to equipment replacement and how they will prioritize; they consider equipment
condition, the likelihood of failure, and consequences of failure. They also emphasized standardization of electrical equipment, not just for the Northeast plant, but for the other plants; emphasized maintenance of operations during construction and energy optimization; addressed future sea level rise protection; acknowledged retrofit project is more difficult than new construction; and the importance of an intimate knowledge of the systems. The firm has accurate construction cost estimating history on past projects; the team included three SBE sub-consultants; addressed both medium and low voltage areas of the plant; and arc flash mitigation was addressed, which is an important safety issue.

Made an outstanding presentation, including electrical loop system vs. islands; presented life cycle cost analysis examples; acknowledged the challenge and importance of maintaining operations during construction of improvements and lock-out and tag-out procedures. Shared commissioning requirements conveyed to contractors and subcontractors at pre-construction conference as a lesson learned; proposed creation of standard operating procedures and operations and maintenance packages for the City. Very conscious of the City's budget.

Weaknesses include: Did not mention Supervisory Control and Data Acquisition ("SCADA") until asked about it. Could have addressed lower voltage as opposed to mid-grade voltage.

The Statement of Qualifications meets the RFQ requirements. Black & Veatch, Inc. was included in the shortlisted firms and invited for presentations and interviews.

CE Power Solutions, LLC was founded in Ohio in 2001 and is a limited liability company. The headquarters are in Cincinnati. The Tampa office will serve the City. The SOQ did not state the number of employees.

Strengths include: SOQ presented good qualifications based on projects identified; medium to high voltage power distribution systems for major utilities; some fire alarm system experience.

Sub-consultants: No subconsultants are included in the SOQ.

Weaknesses: Submitted a very generic SOQ, which hardly referenced the facility by name. Little municipal experience shown; their SOQ included a collection of flyers and brochures rather than information specific to this project; the project approach lacked detail; did not follow the format for the SOQ. The company is a subconsultant to GE on another project; work history showed little relevance to the type of facility in question; did not address several items in SOQ, including GIS and CADD capabilities, or litigation history; and key personnel lacked the minimum ten years of experience required in the RFQ.

The Statement of Qualifications did not meet the RFQ requirements. CE Power Solutions, LLC did not make the shortlist of firms invited for presentations and interviews.

Engineering Matrix, Inc. was incorporated in 1985 in Florida. The firm is headquartered in St. Petersburg and has twenty-two employees.

Strengths include: Staff included several qualified electrical engineers; experience in general field of electrical engineering; and extensive local experience with mostly facilities.

Sub-consultants: No subconsultants are included in the SOQ.

Weaknesses include: Submitted a generalized project approach; firm lacks experience with projects of a similar size as this; with no project greater than two million gallons per day. SOQ did not specifically reference the Northeast facility; Lacking plant, process type experience; no wastewater treatment facility project experience within the past ten years.

The Statement of Qualifications meets the RFQ requirements. Engineering Matrix did not make the shortlist of firms invited for presentations and interviews.
G-A-I Consultants, Inc. is a Pennsylvania corporation established in 1958. The headquarters is Homestead, PA. The Orlando office, with 197 of the firm’s 874 employees, would serve the City.

Strengths include: Experience with planning projects and economic development, but not wastewater treatment facilities.

Sub-consultants: Grissom Smith, LLC is an SBE and WBE.

Weaknesses include: Project manager is not a PE; substitute project manager is a PE, but an employee of the sub-consultant, Grissom Smith. Little detail specific to the facility in the project approach; did not provide relevant project examples and project personnel located in Orlando or Pennsylvania.

The Statement of Qualifications did not meet the RFQ requirements. G-A-I Consultants, Inc. did not make the shortlist of firms invited for presentations and interviews.

Griner Engineering, Inc. is a Florida corporation, established in 1970 as Best, Griner and Associates Engineers, Inc. The firm has been Griner Engineering, Inc. since 2004. The firm is St. Petersburg-based and has eleven employees. Griner is a City-certified Small Business Enterprise.

Strengths include: Project manager and the electrical lead are electrical engineers; well organized presentation; project approach easy to understand; the firm is a City-certified SBE. Included feasibility and financial life cycle cost analysis.

Sub-consultants: None.

Weaknesses include: Project approach lacked specifics. CADD capabilities were only listed, no examples provided in the SOQ. Lacking relevant projects; limited to facility experience such as fire stations and other buildings; and no industrial process background in listed project experience.

The Statement of Qualifications meets the RFQ requirements. Griner Engineering, Inc. did not make the shortlist of firms invited for presentations and interviews.

McKim & Creed, Inc. is a North Carolina corporation, founded in 1981. Their headquarters is in Raleigh, and their Clearwater office, with 29 of the approximate 430 employees is designated to serve the City.

Strengths include: Presented a well-qualified team and many prior projects with City; prepared the SCADA design at this and other City facilities; emphasized efficiency; has relevant wastewater and industrial experience; and familiar with the NE facility. Demonstrated medium to low voltage systems experience and experience with Wonderware and SCADA integration. Mentioned Arc Flash Mitigation; addressed future sea level rise preparedness; and previous project experience included up to 28 MGD facilities.

Presentation addressed transformer and procedure to update the electrical system; discussed the options for centralizing the MCCs and emphasized the importance of assessing the condition of the wiring serving the equipment, rather than just the condition of the equipment. Suggested integrating the MCC into the WAM system to enhance predictive maintenance. Presentation began with monitoring, rather than the electrical system, the backbone of the plant, which seems out of order. Recommended testing the electrical system. Could have been more knowledgeable of the electrical systems at the City’s other plants.

Sub-consultants: No subconsultants are included in the SOQ.

Weaknesses include: Project approach lacked specifics; difficult to follow main points due to wordiness. While the suggestion to upgrade from 2400 to 4160 voltage would reduce power consumption, it limits who can maintain and repair the system as different licensing is required for higher voltage. Suggested bypass pumping system during maintenance of plant operations, which is a concern.
The Statement of Qualifications meets the RFQ requirements. McKim & Creed, Inc. was included in the shortlisted firms and invited for presentations and interviews.

**Stantec Consulting Services, Inc.** was incorporated in New York in 2001. Edmonton, Alberta, Canada is the corporate headquarters. The Tampa office, with 116 of 16,515 employees, would serve the City.

Strengths include: Presented a well-qualified team; large electrical utility experience focusing on power stations, which do include water processing and steam components. Such experience is not entirely irrelevant. Addressed commissioning support; and has done extensive work on complex industrial projects of a size relevant to what the City needs.

Presentation lacked detail and site-specific information. Their as-is condition assessment is a good suggestion. The approach was generalized; emphasized Motor Control Center but omitted other elements of the project; no discussion about distribution; referenced Virginia project, but did not elaborate on how it relates to this project. Project manager and substitute project manager did not have specific experience for this project; missed the mark by identifying the underground duct bank as the biggest challenge for the project; and engineer of record has multiple projects along the East Coast. Concerned about (lack of) availability. Did not draw upon the resources of their large firm in the presentation; and said prime communication process would be over the phone rather than in person.

Sub-consultants: No subconsultants are included in the SOQ.

Weaknesses include: Listed many projects but only one wastewater treatment plant in Virginia. Neither the project manager, nor the assistant project manager is registered with the Florida Department of Business and Professional Regulation, Board of Professional Engineers. Proposed engineer of record, David Faccas, is neither the project manager, nor the assistant project manager. The assistant project manager lacked the minimum ten years of experience required in the RFQ.

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

**Shortlisting and Oral Presentations**

The SCQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on September 13, 2018, to identify no less than three firms in accordance with Florida’s Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

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

1. Black & Veatch Corporation
2. McKim & Creed, Inc.
3. Stantec Consulting Services, Inc.

Oral presentations and interviews took place on October 19, 2018, to clarify questions of the evaluation committee and advisory staff and to ensure a full understanding of the City’s requirements. The presentation and interview process enabled the committee and advisors to have a full understanding of the offerors’ SOQs and responses. On October 19, 2018, the evaluation committee ranked the firms as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Black &amp; Veatch Corporation</td>
</tr>
<tr>
<td>2</td>
<td>McKim &amp; Creed, Inc.</td>
</tr>
<tr>
<td>3</td>
<td>Stantec Consulting Services, Inc.</td>
</tr>
</tbody>
</table>
Recommendation for Award

On October 19, 2018, the evaluation committee deliberated to discuss the SOQs, presentations and interviews with the three finalist firms. Black & Veatch Corporation was recommended for the award since they meet the requirements of RFQ No. 7003; determined to be the most advantageous to the City, taking into consideration the firm’s years of providing these services to the City and the evaluation criteria set forth in the RFQ.

The firm was selected for the following reasons:

- Presents a strong, experienced team.
- Significant relevant project experience.
- Staff assigned is of the highest quality.
- Strong risk-based approach to prioritize equipment replacement.
- Tiered structure approach to prioritizing projects based on budget, allowing for future expansion.
- Thorough analysis of the design and construction parameters and lifecycle cost considerations.
- Knowledgeable of regulatory requirements.
- Local Tampa office.

Brejesh Prayman, Committee Chair

Craven Askew, Committee Member

Charles Wise, Committee Member

Diana Smilova, Committee Member

David Abbaspour, Committee Member
City of St. Petersburg  
Meeting Minutes  
Evaluation Committee-Shortlist  
Procurement and Supply Management

**Title:** RFQ No. 7003 Consulting Services, Northeast Water Reclamation Facility Electrical Distribution System Improvements  
**Meeting Date:** Thursday, September 13, 2018  
**Time:** 9:00 a.m.  
**Place:** Municipal Services Center, Conference Room 500

### Agenda Item | Discussion/Action Taken
--- | ---
1. Introductions | Evaluation Committee in attendance: Brejesh Prayman, Chair  
                        Craven Askew, Water Resources;  
                        Diana Smilova, Eng & Caps; David Abbaspour, Eng & Caps; Charlie Wise, Water Resources;  
                        Advisors in attendance: Nicholas Gibbons, Water Resources; Hamza Bouloudene, Eng & Caps;
2. Evaluations of Statement of Qualifications (Strengths and Weaknesses)
   a. Black & Veatch Corporation
   b. CE Power Solutions, LLC
   c. Engineering Matrix, Inc.
   e. Griner Engineering, Inc.
   f. McKim & Creed, Inc.
   g. Stantec Consulting Services, Inc.

3. Short-list
   a. Black & Veatch Corporation
   b. McKim & Creed, Inc.
   c. Stantec Consulting, Inc.

4. Clarifications/Questions

5. Adjournment 10:25 a.m.

Following general comments about the quality of the seven firms and the SOQs submitted;

The team discussed whether any of the firms did not meet the minimum qualifications requirements. It was determined CE Power Solutions, LLC did not meet the minimum qualifications. They were removed from further consideration.

After discussion of the strengths and weaknesses of all firms, Diana Smilova moved to shortlist to Black & Veatch Corporation, McKim & Creed, Inc. and Stantec Consulting Services, Inc.; Motion seconded by David Abbaspour motion approved;

Affirmative unanimous vote to accept the three shortlisted firms.

The evaluation team discussed the format for presentations and questions and answers along with the schedule; the team formulated questions to provide each shortlisted firm as part of an invitation to make a presentation and answer questions; Michael will prepare invitation letters for Mr. Moore's signature.
City of St. Petersburg  
**Meeting Minutes**  
**Evaluation Committee Ranking**  
Procurement and Supply Management

**Title:** RFQ No. 7003: Consulting Services, Northeast WRF Electrical Distribution System Improvements  
**Meeting Date:** Friday, October 19, 2018  
**Time:** 4:00 p.m.  
**Place:** Water Resources Department, Administration Training Room

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Evaluation Committee present Brejesh Prayman, Chair Diana Smilova, Eng &amp; Caps; David Abbaspour, Eng &amp; Caps; Charlie Wise, Water Resources; and Craven Askew, Water Resources</td>
</tr>
<tr>
<td></td>
<td>Advisors: Hamza Bouloudene, Eng &amp; Caps; Kelcy Green, Water Resources; Douglas LaRue, Water Resources</td>
</tr>
</tbody>
</table>

Discussions of Strengths and Weakness of all three shortlisted firms:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>a. Black &amp; Veatch Corporation</td>
<td>Evaluation Team discussed their findings of each of the three shortlisted firms based on the SOQs; presentations and interviews, and answers to questions. Following the discussion, the Evaluation Team did a blind ranking from 1 to 3. The firm with the lowest cumulative score would be the highest ranked firm.</td>
</tr>
<tr>
<td>b. McKim &amp; Creed, Inc.</td>
<td></td>
</tr>
<tr>
<td>c. Stantec Consulting Services, Inc.</td>
<td></td>
</tr>
</tbody>
</table>
The straw poll was taken and the votes were turned in to Michael who read aloud the results; the results were cumulative points for Black & Veatch Corporation, 6; McKim & Creed, Inc., 9 and Stantec Consulting, Inc. 15.

Based on lowest cumulative score, the Evaluation Team ranked Black & Veatch Corporation, #1; McKim & Creed, Inc., #2; and Stantec Consulting, Inc., #3.

Diana Smilova, moved to approve the ranking of the ranking of firms; Craven Askew seconded the motion.

No comments or discussion; The ranking was unanimously approved, 5 Aye to 0 Nay.

3. Ranking
   1. Black & Veatch Corporation
   2. McKim & Creed, Inc.
   3. Stantec Consulting Services, Inc.

4. Adjournment at 4:55 p.m.
GENERAL DESCRIPTION

The City of St. Petersburg (City) owns and operates the Northeast Water Reclamation Facility (NEWRF) with a permitted capacity of 16 million gallons per day (MGD), average daily flow. Currently, the NEWRF treats an average daily flow of about 9 MGD.

The NEWRF was originally constructed in the mid-1950s and has undergone various expansions and upgrade projects through the years, with the last major upgrade occurring in 1978. Although the plant is well operated and maintained, much of the electrical equipment is nearing the end of its useful life. The City wishes to replace much of the plant's electrical infrastructure with modern equipment for improved reliability, maintainability, safety features.

Under this scope, the A/E will perform an evaluation of alternatives to define the improvements to be upgraded with the project and develop a preliminary design memorandum for the selected improvements. Under a future amendment(s) the agreement, the A/E may perform services to support later phases of the project, including but not necessarily limited to design, bidding phase services, construction phase services, and startup & commissioning support.

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

The five (5) tasks set forth in this Scope of Services and the services, activities, responsibilities, and Deliverables that will be performed or provided by A/E in accordance with the Agreement are as follows:

**TASK 1  PROJECT SETUP AND ADMINISTRATION**

**1.1 PROJECT SET-UP**

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

**1.2 PROJECT COORDINATION MEETINGS**

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

Project administration shall include keeping organized files, consulting with the City at appropriate intervals, preparation and submittal of invoices and status reports on monthly intervals, and trend / change management & reporting. In addition, if requested, the A/E shall meet and present to the City Council on the project status. This presentation shall be provided to the City at no additional cost.

TASK 2 PROJECT INITIATION AND DATA COLLECTION

2.1 DATA REQUEST

A/E will develop and submit a data request to the City and coordinate with the City to facilitate obtaining relevant information that is important to perform the work. Types of information to be requested may include as-build drawings, current design documents, previous studies / reports, and historical electrical usage data.

2.2 PROJECT INITIATION MEETING

A/E will facilitate a project initiation meeting, including developing and distributing an agenda before the meeting and meeting minutes following the meeting. The purpose of the project initiation meeting will be to affirm the City’s goals for the project, review project scope and schedule, discuss the data request, and develop an understanding of the facilities, operational constraints, site availability, etc.

2.3 DETAILED INVESTIGATION AND O&M TEAM INTERVIEWS

Immediately following the project initiation meeting, A/E will conduct interviews of O&M staff knowledgeable of the facilities and their operation and tour the facilities together with operations staff. A/E will return to the site for an additional day of detailed site investigation to obtain equipment data, assess space availability in buildings, and review potential siting locations for new facilities.

TASK 3 DEFINE FACILITIES FOR REPLACEMENT

3.1 DRAFT TABULATION OF FACILITIES FOR REPLACEMENT

Based on the information gathered / developed under Task 2, A/E will develop a tabulation of electrical equipment / facilities recommended for replacement, based on age / condition / obsolescence. The identified equipment / facilities will be grouped by each of the five electrical load centers at the NEWRF and assigned a preliminary prioritization.

3.2 REVIEW MEETING

A/E will facilitate a meeting with City staff to review and discuss the recommended Tabulation of Facilities for Replacement. The list will be reviewed for City agreement and in consideration of
Appendix A – Scope of Services  
Northeast Water Reclamation Facility Electrical Distribution System Improvements  
City of St. Petersburg Project No. 18121-111

budget constraints. Following the meeting, A/E will develop and submit meeting minutes and an updated Tabulation of Facilities for Replacement

**TASK 4 CONCEPTUAL ALTERNATIVES EVALUATION**

**4.1 DEVELOP CONCEPTUAL ALTERNATIVES**

A/E will evaluate two alternatives for implementing the electrical equipment replacement identified in Task 3 and present the results in a technical memorandum, as described below.

Alternative 1: Develop concept for in-kind replacement of equipment under the existing electrical distribution configuration (five separate electrical load centers, each with a dedicated diesel back-up engine-generator). This includes performing the following for each load Center:

- Work with City to define needs beyond equipment replacement based on:
  - Active projects impacting NEWRF electrical systems
  - future NEWRF expansion power requirements
- Perform emergency backup power size modeling to confirm sufficiency of existing generator or conceptually size the replacement.
- Conceptual sizing of new building for electrical equipment.
- Siting analysis - identify footprint for new electrical building and engine-generator (EG) for each load center. (electrical buildings to be elevated for flood protection, back-up EG within a hurricane-rated enclosure with base tank on elevated pad).
- Develop construction sequence for constructability.
- Develop conceptual (planning level) opinion of probable construction cost.

Alternative 2: Develop concept for replacement of equipment under a modified electrical distribution configuration (new centralized backup power system). This includes performing the following:

- Previously developed concepts for MCC building in each load center applied to this alternative.
- Perform emergency backup power size modeling for all existing and proposed plant loads, with consideration for future needs.
- Conceptual sizing of a new building / structure for plant-wide backup generator(s) and associated distribution switchgear
- Develop conceptual routing of modified plant power distribution system.
- Develop construction sequence for constructability.
- Develop conceptual (planning level) opinion of probable construction cost.
- Description of the operational / reliability benefits associated with centralized backup power system.
- Review safety / system reliability / operational flexibility options including
  - Closed Transition Utility-Backup-Utility transfers
Appendix A – Scope of Services
Northeast Water Reclamation Facility Electrical Distribution System Improvements
City of St. Petersburg Project No. 18121-111

- NEWRF distribution voltages alternatives (4 kV, 12 kV)
- redundant power transformers (bus-tie-bus configured MCC's / switchgear)
- Arc-Resistant MCC / Switchgear Construction

4.2 DRAFT CONCEPTUAL ALTERNATIVES EVALUATION TECHNICAL MEMORANDUM

Draft Technical Memorandum - A/E will develop a draft technical memorandum presenting the results of the above conceptual alternatives evaluation. The draft technical memorandum will be submitted electronically (.pdf file) to City staff. The following planning level drawings comprising Alternative 1 and Alternative 2 will be included:

- Electrical Legend
- Electrical Abbreviations and Notes
- Power Distribution Function Diagram - Alternative 1
- Power Distribution Function Diagram - Alternative 2
- Load Center 1 Plan - Alt 1 and Alt 2
- Load Center 2 Plan
- Load Center 3 Plan
- Load Center 4 Plan
- Load Center5 Plan
- Central Switchgear/Generator Facility Plan - Alternative 2
- Site Plan and Duct Arrangements - Alternative 1
- Site Plan and Duct Arrangements - Alternative 2

4.3 REVIEW WORKSHOP

A/E will facilitate a workshop with City staff to review the alternatives as presented in the draft Technical Memorandum and to receive City comments. The pros, cons, and costs of the alternative will be discussed. It will be the goal of the workshop to gain consensus on moving forward under one of the two alternative configurations. Following the Workshop, A/E will develop and submit meeting minutes.

4.4 FINAL TECHNICAL MEMORANDUM

A/E will update and finalize the technical memorandum to address City comments on the draft and to document the selected alternative. The final technical memorandum will be submitted electronically (.pdf file) to City staff.

TASK 5 PRELIMINARY DESIGN MEMORANDUM

5.1 DRAFT PRELIMINARY DESIGN MEMORANDUM

A/E will develop a draft Preliminary Design Memorandum (PDM) for the alternative selected in the previous task. The draft PDM will including the information listed below. The draft PDM will be submitted electronically (.pdf file) to City staff.
Appendix A – Scope of Services
Northeast Water Reclamation Facility Electrical Distribution System Improvements
City of St. Petersburg Project No. 18121-111

- Identification and description of improvements to be implemented with the project
- Civil design criteria
- Structural design criteria
- Architectural design criteria
- Building mechanical design criteria
- Electrical design criteria
- I&C design criteria, including provisions for SCADA Integration
- Mechanical Process (Generator) Design Criteria
- Preliminary site plan – building locations and duct bank routing
- Preliminary building floorplans / electrical equipment layout
- Power distribution functional diagram
- Preliminary construction sequencing description
- List of required permits
- Preliminary opinion of probable construction cost
- Preliminary schedule milestones through construction.

5.2 REVIEW WORKSHOP

A/E will facilitate a workshop with City staff to review the draft PDM and to receive City comments. Following the Workshop, A/E will develop and submit meeting minutes.

5.3 FINAL PRELIMINARY DESIGN MEMORANDUM

A/E will update and finalize the PDM to address City comments on the draft. The final PDM will be submitted electronically (.pdf file) to City staff. A/E will also submit three printed copies of the final PDR in 3-ring binders.

TASK 6 ADDITIONAL SERVICES

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

DELIVERABLES

Task 1 – Project Setup and Administration
- Project schedule
- Monthly invoices and status reports

Task 2 – Project Initiation and Data Collection
- Data request
- Kick-off meeting agenda, sign-in sheet and minutes

Task 3 – Define Facilities for Replacement
- Draft tabulation of electrical equipment / facilities recommended for replacement
- Review meeting agenda, sign-in sheet and minutes
- Final tabulation of electrical equipment / facilities recommended for replacement
Appendix A – Scope of Services
Northeast Water Reclamation Facility Electrical Distribution System Improvements
City of St. Petersburg Project No. 18121-111

Task 4 – Conceptual Alternatives Evaluation
- Draft Conceptual Alternatives Evaluation Technical Memorandum
- Review meeting agenda, sign-in sheet and minutes
- Final Conceptual Alternatives Evaluation Technical Memorandum

Task 5 – Preliminary Design Memorandum
- Draft Preliminary Design Memorandum
- Review meeting agenda, sign-in sheet and minutes
- Final Preliminary Design Memorandum

PROJECT TEAM

The project team includes the following consultants:

Subconsultants:

Suncoast Land Surveying, Inc. – Surveying and underground utility locations that will be performed as part of a subsequent phase.

MC Squared, Inc. – Geotechnical investigation and report that will be performed as part of a subsequent phase.

Earth Resources, Inc. – Environmental / wetlands services and permitting that may be performed as part of a subsequent phase, if needed.

-- End of Scope --
# APPENDIX B - FEE SCHEDULE

**NORTHEAST WATER RECLAMATION FACILITY ELECTRICAL DISTRIBUTION SYSTEM IMPROVEMENTS**

**CITY OF ST. PETERSBURG, FLORIDA**

**PROJECT NO. 18122-111**

## I. Staff Hour Estimate: All Tasks

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Billing Rate</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Setup and Administration</td>
<td>40</td>
<td>$13,640</td>
</tr>
<tr>
<td>Conceptual Alternatives Evaluation</td>
<td>40</td>
<td>$7,140</td>
</tr>
<tr>
<td>Preliminary Design Memorandum</td>
<td>40</td>
<td>$24,120</td>
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<tr>
<td>Total</td>
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<td>$45,000</td>
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## II. Fee Calculation

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Subconsultant Services, GDA</th>
<th>Total Cost Without Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$15,900.00</td>
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<td>2</td>
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<tr>
<td>Total</td>
<td>$73,500.00</td>
<td>$73,500.00</td>
</tr>
</tbody>
</table>

## III. Fee Limit

| Lump Sum Cost                          | $177,180.00               |

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**Note:**
- The table above provides a breakdown of labor costs for various tasks.
- The total labor cost for all tasks is $45,000.
- The fee calculation includes subconsultant services and the total cost without allowance.
- The total fee limit is $177,180.00.
The proposed schedule for completion of milestones is summarized in the following table:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Weeks following previous</th>
<th>Weeks following NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTP</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Task 2.1 - Submit data request</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Task 2.2 - Project initiation meeting</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Task 3.1 - Submit draft list of equipment / facilities to be replaced</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>Task 3.2 - Review meeting with City (City comments complete)</td>
<td>1</td>
<td>6</td>
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<tr>
<td>Task 3.2. - Submit final list of equipment / facilities to be replaced</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Task 4.2 - Submit draft conceptual alternatives evaluation TM</td>
<td>7</td>
<td>14</td>
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<tr>
<td>Task 4.3 - Review workshop with City (City comments complete)</td>
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<td>Task 4.4 - Submit final conceptual alternatives evaluation TM</td>
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<td>Task 5.1 - Submit draft PDM</td>
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<td>Task 5.2 - Review workshop with City (City comments complete)</td>
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</tr>
<tr>
<td>Task 5.3 - Submit final PDM</td>
<td>2</td>
<td>28</td>
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</table>
A RESOLUTION ACKNOWLEDGING THE SELECTION OF BLACK & VEATCH CORPORATION ("BLACK & VEATCH") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL SERVICES FOR THE NEWRF ELECTRICAL DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH BLACK & VEATCH FOR BLACK AND VEATCH TO PROVIDE PROJECT ADMINISTRATION, DATA COLLECTION, A TABULATION OF REPLACEMENT FACILITIES, CONCEPTUAL ALTERNATIVES EVALUATION, AND A PRELIMINARY DESIGN MEMORANDUM FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $187,180; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 18121-111; ORACLE NO. 16384)

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 7003 dated July 20, 2018 for the NEWRF Electrical Distribution System Improvements Project ("Project");

WHEREAS, the City received seven (7) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Brejesh Prayman, Diana Smillova, David Abbaspour, Charles Wise, and Craven Askew) met on September 13, 2018 to discuss the SOQs, and motioned to hear presentations and conduct interviews on October 19, 2018 with three (3) shortlisted firms who submitted SOQs; and

WHEREAS, on October 19, 2018, the three (3) shortlisted firms 1) Black & Veatch Corporation ("Black & Veatch"); 2) McKim & Creed, Inc.; and 3) Stantec Consulting Services, Inc. made presentations to the selection committee; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the three (3) shortlisted firms, the selection committee met on October 19, 2018 and ranked Black & Veatch as the most qualified firm to provide miscellaneous professional services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Black & Veatch as the most qualified firm to provide professional services for the Project and authorize the Mayor or his designee to execute an architect/engineering agreement with Black & Veatch for Black & Veatch to provide project administration, data collection, a tabulation of replacement facilities, conceptual alternatives evaluation, and a preliminary memorandum for the Project in an amount not to exceed $187,180.
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Black & Veatch Corporation ("Black & Veatch") as the most qualified firm to provide professional services for the Project is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an architect/engineering agreement with Black & Veatch for Black & Veatch to provide project administration, data collection, a tabulation of replacement facilities, conceptual alternatives evaluation, and a preliminary memorandum for the Project in an amount not to exceed $187,180.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00427698
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of February 21, 2019

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-01-CH2/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and CH2M Hill Engineers, Inc. (a wholly-owned subsidiary of Jacobs Engineering Group) ("A/E") dated January 10th, 2017 for A/E to provide project management, Program Planning and Setup, Pre-Construction Flow Monitoring, Public Outreach Assistance, Construction Data Quality Review Assistance, Post-Construction Flow Monitoring, Pilot Project Survey and Lessons Learned, and Pilot Project Analysis and Completion Report in an amount not to exceed $207,413.77 (Oracle No. 16369); and providing an effective date.

EXPLANATION: The City and FDEP have entered into an agreement where the City voluntarily agreed to complete a Pollution Prevention Project (P2) in lieu of a monetary civil penalty imposed under the terms of Consent Order OGC No. 16-1280, as amended. The approved P2 project is a pilot that will provide a case-study of localized private laterals rehabilitation methodologies and a cost-benefit analysis of potential private laterals I/I reduction. Under the pilot project, up to 300 private laterals will be inspected and up to 150 private laterals will be rehabilitated. The adjacent control areas will not be rehabilitated within the public sewer infrastructure nor private sewer infrastructure and will solely be utilized to gauge relative I/I change per storm event. The total construction cost for this P2 project shall not exceed $2,000,000.

On January 10, 2017, City Council approved an A/E Agreement between the City of St. Petersburg and CH2M Hill Engineers, Inc. (Jacobs Engineering Group has acquired CH2M Hill. They are a wholly-owned subsidiary of Jacobs) ("A/E") for potable water, wastewater, and reclaimed water projects.

Task Order No 16-01-CH2/W, in the amount of $207,413.77 will provide funding for Program Planning and Setup, Pre-Construction Flow Monitoring, Public Outreach Assistance, Construction Data Quality Review Assistance, Post-Construction Flow Monitoring, Pilot Project Survey and Lessons Learned, and Pilot Project Analysis and Completion Report.

Task Order No 16-01-CH2/W includes the following phases and associated not to exceed costs respectively:

1) Program Planning and Setup $28,781.48
2) Pre-construction Flow Monitoring $37,949.66
3) Public Outreach Materials Preparation $15,514.52
4) Construction Data Quality Review Assistance $10,647.62
5) Post-construction Flow Monitoring $37,699.66
6) Post Pilot Project Survey and Lessons Learned $19,201.24
7) Pilot Project Analysis and Completion Report $47,619.59
8) Allowance $10,000.00
Total $207,413.77
Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends approving a Resolution authorizing the Mayor or his designee to execute Task Order No. 16-08-AUS/W ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida ("City") and CH2M Hill Engineers, Inc. (a wholly-owned subsidiary of Jacobs Engineers ("A/E") dated January 10, 2017 for A/E to provide project management, Program Planning and Setup, Pre-Construction Flow Monitoring, Public Outreach Assistance, Construction Data Quality Review Assistance, Post-Construction Flow Monitoring, Pilot Project Survey and Lessons Learned, and Pilot Project Analysis and Completion Report in an amount not to exceed $207,413.77 (Oracle No.16369); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003) WRF P2 Project FY18 Project (16369).

ATTACHMENTS: Resolution

APPROVALS:  

Legal 00428743
RESOLUTION NO. 2019-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-01-CH2/W (“TASK ORDER”) TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND CH2M HILL ENGINEERS, INC. (A WHOLLY-OWNED SUBSIDIARY OF JACOBS ENGINEERING GROUP, INC.) (“A/E”) DATED JANUARY 10, 2017 FOR A/E TO PROVIDE PROJECT MANAGEMENT, PROGRAM PLANNING AND SETUP, PRE-CONSTRUCTION FLOW MONITORING, PUBLIC OUTREACH ASSISTANCE, CONSTRUCTION DATA QUALITY REVIEW ASSISTANCE, POST-CONSTRUCTION FLOW MONITORING, PILOT PROJECT SURVEY AND LESSONS LEARNED, AND PILOT PROJECT ANALYSIS AND COMPLETION REPORT IN AN AMOUNT NOT TO EXCEED $207,413.77 (ORACLE NO. 16369); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and CH2M Hill Engineers, Inc. (“A/E”) entered into an A/E Agreement on January 10, 2017 (“Agreement”) for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-01-CH2/W in an amount not to exceed $207,413.77 for A/E to provide Program Planning and Setup, Pre-Construction Flow Monitoring, Public Outreach Assistance, Construction Data Quality Review Assistance, Post-Construction Flow Monitoring, Pilot Project Survey and Lessons Learned, and Pilot Project Analysis and Completion Report for the Pollution Prevention Project (P2) as part of offsetting a civil penalty imposed by Consent Order OGC No. 16-1280.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-08-AUS/W (“Task Order”) to the architect/engineering agreement (“A/E Agreement”) between the City of St. Petersburg, Florida (“City”) and CH2M HILL Engineers, Inc. (a wholly-owned subsidiary of Jacobs Engineering Group, Inc.) (“A/E”) dated January 10, 2017 for A/E to provide Project Management, Program Planning and Setup, Pre-Construction Flow Monitoring, Public Outreach Assistance, Construction Data Quality Review Assistance, Post-Construction Flow Monitoring, Pilot Project Survey and Lessons Learned, and Pilot Project Analysis and Completion Report in an amount not to exceed $207,413.77.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
00428995

Approved by:

Brijesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
This Task Order No. 16-01-CH2/W is made and entered into this ___ day of ____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated January 10, 2017 ("Agreement") between CH2M HILL Engineers, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has requested technical support from A/E in assisting the City with implementation of their Private Laterals Inflow and Infiltration (I/I) Pilot Project. This pilot project is anticipated to consist of four project areas: two variable areas and two control areas. The variable areas and control areas will each be monitored for sewer flow and rainfall during pre-construction and post-construction. In the variable areas, it is assumed that up to 300 private laterals will be inspected and up to 150 private laterals will be rehabilitated. The control areas will not be rehabilitated within the public sewer infrastructure nor private sewer infrastructure and will solely be utilized to gauge relative I/I change per storm event. This pilot project will provide a case-study of localized private laterals rehabilitation methodologies and a cost-benefit analysis of potential private laterals I/I reduction analyzed under this contract versus potential public laterals I/I reduction that is being studied as part of another contract.

The pilot project assistance will consist of the following seven (7) subtasks:

1. Program Planning and Setup
2. Pre-construction Flow Monitoring
3. Public Outreach Materials Preparation
4. Construction Data Quality Review Assistance
5. Post-construction Flow Monitoring
6. Post Pilot Project Survey and Lessons Learned
7. Pilot Project Analysis and Completion Report

This scope of work summarizes the activities, assumptions, requirements and associated estimated effort for this task.

II. SCOPE OF SERVICES

Task 1 – Program Planning and Setup

A/E will modify the Pilot Project Guidance document dated April 2018 by CH2M HILL Engineers, Inc. under Project No. 17078-111 to create a Program Execution Plan (PEP) for this Pilot Project. This PEP will identify pilot project implementation steps, specific roles
and responsibilities, staffing needs for the City, major milestones, and project schedule. The PEP will also include a description of qualifications for plumbers to perform work under this pilot study, for which the City is to include in their procurement process for qualifying plumbers, as well as a list of line items for the plumbers to apply cost when submitting their qualifications package. The costs received from the plumbers on this line items list is intended to be standardized by the City and abided by during inspection and rehabilitation work. This PEP will provide a guidance for information to be tracked by the City during this pilot project including checklists for field equipment maintenance tasks, CCTV inspections, plumber reports, customer call reports. A/E will also provide data tracking templates in Microsoft Excel format for the City's use in logging field maintenance data, pre-rehabilitation inspection data, rehabilitation data, post-rehabilitation inspection data, and customer complaints.

A/E will investigate two pilot project variable areas for which to perform flow monitoring, inspections, and rehabilitations and two control areas to be monitored for flow and rainfall when the variable areas are monitored for flow and rainfall as well. During initiation to completion of this pilot study, the City will not perform collection system rehabilitation upstream of these meters.

The A/E will meet with the City to discuss the Draft PEP and make any final changes. Up to four (4) members of the A/E will attend.

**Task 2 - Pre-Construction Flow Monitoring**

The pre-construction flow monitoring period shall encompass adequate rainfall data and sewer responses to occur during the wet season to quantify a range of infiltration and inflow parameters that occur over a range of rainfall events. A/E will assist the City with quality review of the flow monitoring data that is to be collected by the City. A/E is assuming that the pilot study will include up to six (6) sewer flow monitors and up to two (2) rain gauges. A/E will be provided access to the FlowView System for weekly review of the data and will be provided the data in spreadsheet format upon request. A/E will also provide up to three (3) days of field training per request by the City for velocity profiling, field flow monitor maintenance, and rain gauge maintenance.

At the end of the wet season during pre-construction flow monitoring, A/E will evaluate the flow monitoring data and characterize the I/I in the sanitary sewer system. The United States Environmental Protection Agency (USEPA) Sanitary Sewer Overflow Analysis and Planning (SSSOAP) Toolbox will be used to disaggregate the dry weather flow and wet weather flow components. Dry weather flow is made up of base sanitary flow (or the wastewater component of flow) and groundwater infiltration. Wet weather flow will also be evaluated using the SSOAP Toolbox. The SSOAP Toolbox uses a RTK unit hydrograph analysis in which the flow data is evaluated and I/I parameters are developed. These wet weather flow parameters will represent a fast response (R1), a medium response slow response (R2) and a slow response (R3).

A/E will prepare a Draft I/I Characterization Memorandum for review by the City. Within one week of submittal of the Draft I/I Characterization Memorandum, A/E will meet with the City to discuss the analysis. Comments received on this Draft will be incorporated into the Pilot
Study Completion Report described in Task 6.

Because no modeling will be used for this scope of work, a range of six (6) to seven (7) measurable and variable I/I responses at each variable area meter (and corresponding control area flow meter) to varying wet weather events may be necessary prior to proceeding with private lateral rehabilitations. If insufficient data is gathered to establish a range of I/I within the two variable areas and the two control areas, A/E will advise the City of the need for more flow monitoring and will request additional scope and fee for this task.

Task 3 – Public Outreach Assistance
A/E will develop up to three (3) fact sheets for this Private Laterals I/I program for the City’s use during public outreach events. It is anticipated that the fact sheets will focus on the pilot project overview, pre-construction flow monitoring and inspection information, and post-construction flow monitoring information. Each fact sheet will be up to two (2) single-sided pages in length.

A/E will provide a template for frequently asked questions and corresponding brief responses for use by the City’s public outreach department. A/E will also provide the City assistance with developing or reviewing content for up to two (2) media alerts or news articles.

Task 4 – Construction Data Quality Review Assistance
A/E will provide high-level quality control review of data collected by the City for pilot project activities that require tracking as identified in the Program Execution Plan in Task 1. The effort allocated for this task is up to 60 labor hours. The intent of this review time is to provide feedback to the City during initial data tracking of items such as flow meter field maintenance reports, rain gauge maintenance reports, plumber inspection reports, rehabilitation reports, CCTV inspection reports, and customer call reports.

Task 5 – Post-Construction Flow Monitoring
The post-construction flow monitoring period shall encompass adequate rainfall data and sewer responses to occur during the wet season to quantify a range of infiltration and inflow parameters that occur over a range of rainfall events. A/E will assist the City with quality review of the flow monitoring data that is to be collected by the City. A/E will be provided access to the FlowView System for weekly review of the data and will be provided the data in spreadsheet format upon request. If requested by the City, A/E will also provide up to three (3) days of training on velocity profiling, field flow monitor maintenance, and rain gauge maintenance.

At the end of the wet season during post-construction flow monitoring, A/E will evaluate the flow monitoring data and characterize the I/I in the sanitary sewer system. The SSOAP Toolbox will be used to disaggregate the dry weather flow and wet weather flow components in the same manner as was done for the pre-construction flow monitoring data. A/E will prepare a Draft I/I Characterization Memorandum for review by the City. Within one week of submittal of the Draft I/I Characterization Memorandum, A/E will meet with the City to discuss the analysis. Comments received on this Draft will be incorporated into the Pilot
Because no modeling will be used for this scope of work, a range of 6 to 7 measurable and variable I/I responses at each variable area meter (and corresponding control area flow meter) to varying wet weather events may be necessary prior to proceeding with Task 7. If insufficient data is gathered to establish a range of I/I within the two variable areas and the two control areas, A/E will advise the City of the need for more flow monitoring and will request additional scope and fee for this task.

**Task 6 – Post-Pilot Project Survey and Lessons Learned**

A/E will assist the City with developing a survey for the pilot project variable area residents to complete and will compile the responses into a single document. A/E will attend a workshop with the City to review the survey results and discuss future alterations for the City to consider in future projects of this kind. A/E will develop meeting notes from this workshop and will develop a Draft Lessons Learned document for the pilot project. The City will review the Draft Lessons Learned Document within two weeks and provide written comments to A/E. After written comments are received, A/E will develop a Final Lessons Learned document for submittal to the City.

**Task 7 – Pilot Project Analysis and Completion Report**

A/E will analyze the pre-construction I/I characterization, inspection data and costs, rehabilitation data and costs, and post-construction I/I characterization to develop a cost-benefit analysis of I/I mitigation in the pilot study variable areas. A/E will compare this cost-benefit analysis to a public collection system I/I reduction analysis that is being competed as part of another contract.

A/E will prepare a Draft Pilot Project Completion Report utilizing the findings from Tasks 1 through 6. A/E will provide one electronic copy in PDF format to the City. A meeting will be held with City staff to receive comments on the draft report. Up to four (4) members from the A/E will attend this meeting. A final report will be prepared that will factor in responses to comments and revisions as warranted and necessary.

### III. SCHEDULE

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

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Timeframe from NTP</th>
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<tbody>
<tr>
<td>Task 1 – Program Planning and Setup</td>
<td>4 Months</td>
</tr>
<tr>
<td>Task 2 – Pre-Construction Flow Monitoring</td>
<td>9 Months</td>
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<tr>
<td>Task 3 – Public Outreach Assistance</td>
<td>21 Months</td>
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<tr>
<td>Task 4 – Construction Data Quality Review</td>
<td>18 Months</td>
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<tr>
<td>Task 5 – Post-Construction Flow Monitoring</td>
<td>23 Months</td>
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<tr>
<td>Task 6 – Post-Pilot Project Survey and Lessons</td>
<td>21 Months</td>
</tr>
<tr>
<td>Task 7 – Pilot Project Analysis and Completion</td>
<td>29 Months</td>
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IV. A/E'S RESPONSIBILITIES

A/E will provide the services outlined in Section II, Scope of Services and Section VI, Deliverables.

V. CITY'S RESPONSIBILITIES

City shall provide:

- Information needed to the A/E as requested.
- Access to appropriate City staff to develop the deliverables included in this Task Order.
- Meeting facilities as normal City operations and scheduling allow.
- Review of draft deliverables from A/E and responsive comment as applicable.

VI. DELIVERABLES

Task 1 – Program Planning and Setup:
- Draft and Final Project Execution Plan (electronic only)
- Data Tracking Templates in Microsoft Excel (electronic only)
- Draft Project Execution Plan Review Meeting Minutes (electronic only)

Task 2 – Pre-construction Flow Monitoring
- Draft I/I Characterization Memorandum and Meeting Minutes (electronic only)

Task 3 – Public Outreach Assistance
- Frequently Asked Questions template and up to three (3) Fact Sheets (electronic only)
- Notes from up to three (3) Open Houses (electronic only)

Task 4 – Construction Data Quality Review Assistance
- Markups of City-provided data as needed (electronic only)

Task 5 – Post-construction Flow Monitoring
- Draft I/I Characterization Memorandum and Meeting Minutes (electronic only)

Task 6 – Pilot Project Survey and Lessons Learned
- Draft Survey (electronic only)
- Compiled Survey Results (electronic only)
- Meeting Minutes (electronic only)
- Draft and Final Lessons Learned Document (electronic only)

Task 7 – Pilot Project Analysis and Completion Report
- Draft Pilot Project Completion Report and Meeting Minutes (electronic only)
- Final Pilot Project Completion Report (electronic and up to five (5) hard copies)
VII. **A/E'S COMPENSATION**

For Tasks 1 through 7, the City shall compensate the A/E the lump sum amount of $197,413.77.

This Task Order establishes an allowance in the amount of $10,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $207,413.77, per Appendix A.

VIII. **PROJECT TEAM**

CH2M HILL Engineers, Inc.

No subconsultants will be used for services under this Task Order.

IX. **MISCELLANEOUS**

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

ATTEST

By: ____________________________
    Chandrasha 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)

CH2M HILL Engineers, Inc.

(Company Name)

By: ____________________________
    (Signature)

(Printed Name and Title) VICE PRESIDENT NW FL OPERATIONS

Date: 02/16/19

WITNESSES:

By: ____________________________
    (Signature)

SURYA PATI
    (Printed Name)

By: ____________________________
    (Signature)

RICH CHA SRIVASTAVA
    (Printed Name)
The following page(s) contain the backup material for Agenda Item: Amendment to Agreement with SELF to Change Schedule for City Funding, Subject to Certain Conditions, Including No Increase in Overall Amount of Funding. Please scroll down to view the backup material.
MEMORANDUM
City Council Consent Agenda
Meeting of February 21, 2019

To: The Honorable Charlie Gerdes, Chair and City Council Member
From: Sharon Wright, Sustainability & Resiliency Director

Subject: Amendment to Agreement with SELF to Change Schedule for City Funding, Subject to Certain Conditions, Including No Increase in Overall Amount of Funding

EXPLANATION:

City administration is recommending an amendment to the City’s agreement with the Solar and Energy Loan Fund of St. Lucie County, Inc., (more commonly known as “SELF”) to modify the schedule of payments from the City to SELF. The original agreement set forth payment of $100,000 in 2018, 2019, and 2020, respectively, pursuant to the terms and targets met in the agreement. The recommended amendment to the payment schedule would result in $100,000 in 2018 (complete), $150,000 in 2019, and $50,000 in 2020. The source of the funding would remain the BP Settlement fund; the overall amount of funding would remain $300,000; and the oversight provisions in the Agreement would be unchanged.

The proposed advance of $50,000 is considered an early investment in SELF’s organizational capacity that will pay immediate and significant dividends now that also remain in place next year and beyond (e.g., contractor base) helping us better achieve our collective goals.

SELF invested roughly $30,000 of the City of St. Pete’s funds in 2018 to market the program, while the balance $70,000 was spent on staffing, travel, operations, loan-servicing and other direct lending costs. The marketing expense was higher than expected but it paid off and will need to continue to expand and educate the community about assorted products and services.

The additional city allocation in year two would be used specifically to make critical capacity building investments. In addition to the full-time loan officer position in the City of St. Petersburg, SELF would also like to retain a fulltime Business Development Manager (BDM) who continues to focus on growing our local contractor base and training them on how SELF can grow their business and help service more Low- and Moderate-Income (LMI) homeowners.

Contractors remain the number one source of loan originations, so SELF executives are confident that these efforts will help expand the program in 2019 and beyond. The BDM will also coordinate activities with the City, implement marketing and community outreach strategies, facilitate credit-rebuilding workshops, ensure tracking of key indicators, perform quality control on project management.
Based on the 2018 experience, SELF executives recognize the need to upgrade internal systems to better serve City residents and contractors via our remote/satellite office. SELF is investing $42,000 in a new CRM loan application system built on Salesforce to make loan processes more efficient and streamlined. SELF is currently making the following additional investments:

- Revamping our website to make it more user-friendly and accessible to clients and easier for them to apply online.
- Mobile app to help contractors and clients as well as loan officers working in the field, prequalify clients and determine eligibility for the program.

These efforts and investments will allow SELF to scale the operation more efficiently and increase our lending activities over time. SELF began investing in these upgrades last year and currently has the mobile app ready to launch, while the other projects will be ready by May 2019. The total investments in systems add up to over $100,000 and they are being made possible with combined funds from St. Petersburg, Hillsborough County, and SELF funds. With these investments, SELF will be better prepared to meet the new and ambitious increased goals, and secure the program’s long-term sustainability.

City staff (including Anne Fritz, CFO, Tom Greene, Assistant City Administrator, and Liz Makofske, Budget Director) have been briefed and have given approval to make this payment modification recommendation. In addition, Anne Fritz reviewed SELF’s audited financials and is satisfied that this is a positive step to take to keep and advance the momentum of the work. This also provides capacity while the city has the American Cities Climate Challenge resources to help our team evaluate ways to exceed targets and reach more residents in need.

Based on the information above, it is requested that City Council approve the amendment to the Solar & Energy Loan Fund (SELF) agreement to modify the schedule of payments from the City to SELF, subject to the following conditions: (i) the source of the City’s funding will not change, (ii) the overall amount of the City’s funding will not increase, and (iii) the City’s oversight of the funding will not be reduced.

**COST/FUNDING/ASSESSMENT INFORMATION:**

Adoption of this resolution would modify the payment schedule under the agreement but would not result in any overall increase in costs or require any additional funding. Funds have been previously appropriated in the FY19 Operating Budget, General Fund (0001), Mayor’s Office (020-1005).

**ATTACHMENTS:**

1. Resolution
2. Proposed amendment
APPROVALS:

Administration:

[Signature]

Budget:

[Signature]
RESOLUTION NO. 2019-_____

A RESOLUTION REGARDING THE AGREEMENT TO SUPPORT SUSTAINABILITY FINANCING EXECUTED BY THE CITY AND THE SOLAR AND ENERGY LOAN FUND IN 2017; APPROVING A CHANGE TO THE PAYMENT SCHEDULE IN THAT AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE AN AMENDMENT TO THE AGREEMENT AND ANY OTHER DOCUMENT NECESSARY TO EFFECTUATE THAT APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solar and Energy Loan Fund ("SELF") is a non-profit Community Development Financial Institution that provides unsecured microloans, at below market rate, to allow low-income, low-wealth, and other disadvantaged people to access financing for projects related to energy conservation, renewable energy, wind hazard mitigation, water conservation, disability, and water quality, including private sewer laterals; and

WHEREAS, on November 27, 2017, in accordance with City Council resolution 2017-620, the City and SELF entered into an agreement to support sustainability financing with a term of approximately three years (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the City committed to provide SELF with in-kind support and a total of $300,000 in funding, and SELF committed to establish a satellite office in St. Petersburg for the purpose of providing a program for below-market-rate financing for unsecured personal loans and associated community outreach efforts; and

WHEREAS, the payment schedule set forth in the Agreement currently calls for the City to distribute $100,000 to SELF during each year of the Agreement, and shortly after execution of the Agreement, the City provided SELF with the first $100,000 of that funding; and

WHEREAS, SELF has met or exceeded the majority of performance targets established for the first year of the Agreement; and
WHEREAS, SELF has now requested that the payment schedule for the second and third years of the Agreement be changed so that SELF receives a total of $150,000 during the second year of the Agreement and a total of $50,000 during the third year of the Agreement; and

WHEREAS, SELF has stated that this change to the payment schedule will allow SELF to make additional capacity-building investments during the second year of the Agreement that will result in increased lending activity during the second and third years of the Agreement; and

WHEREAS, the City Council desires to approve the change in payment schedule requested by SELF, subject to certain conditions, and to authorize execution of an amendment to the Agreement and any other document necessary to effectuate that approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves the change to the payment schedule requested by SELF subject to the following conditions with respect to the City funding used for such payments: (i) the source of the City’s funding will not change, (ii) the overall amount of the City’s funding will not increase, and (iii) the City’s oversight of the funding will not be reduced.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an amendment to the Agreement and any other document necessary to effectuate the approval of City Council set forth above.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)

[Signature]
Administration
FIRST AMENDMENT TO AGREEMENT

This first amendment is made on ______________________, 2019, by the Solar and Energy Loan Fund of St. Lucie County, Inc., a Florida not-for-profit corporation, (the “Organization”), and the City of St. Petersburg, Florida, (the “City”).

On November 27, 2017, pursuant to City Council resolution 2017-620, the Organization and the City entered into an agreement to support sustainability financing with a term of approximately three years (the “Agreement”).

Pursuant to that Agreement, the City committed to provide the Organization with in-kind support and a total of $300,000 in funding, and the Organization committed to establish a satellite office in St. Petersburg for the purpose of providing a program for below-market-rate financing for unsecured personal loans and associated community outreach efforts.

The Organization and the City now desire to amend the Agreement to modify the schedule of payments to allow the Organization to make additional capacity-building investments during the second year of the Agreement that will result in increased lending activity during the second and third years of the Agreement.

On February ___, 2019, City Council adopted resolution 2019-____ to authorize such an amendment subject to the following conditions: (i) the source of the City’s funding will not change, (ii) the overall amount of the City’s funding will not increase, and (iii) the City’s oversight of the funding will not be reduced.

The parties, therefore, agree to the following:

1. Amendment of Agreement: The Agreement is amended as set forth below. Unless otherwise noted, additions to the Agreement are indicated by underlining and deletions from the Agreement are indicated by strikethrough.

(a) Subsections 3(a)–(b) of the Agreement are hereby amended as follows:

(a) Initial Payment Schedule: The City shall disburse City Funding to the Organization in accordance with the following schedule:

(i) For year 1, the City shall provide an initial single annual payment of $100,000 to the Organization to be paid no later than 30 days after the Effective Date.
(ii) For year 2, the City shall provide a total of $150,000, to be paid in a single annual payment or quarterly installments in accordance with subsections (b)–(d).

(iii) For year 3, the City shall provide a total of $50,000, to be paid in a single annual payment or quarterly installments in accordance with subsections (b)–(d).

(b) Annual Determination. With respect to the payment of City Funding for years 2–3 of the Agreement, the City has 30 days following receipt of each Annual Report to determine the payment schedule for the upcoming year in accordance with the following:

(i) If the City determines that the Organization did not meet or exceed the Performance Measures during the period of time covered by the Annual Report, the City may elect to switch from a single annual payment to four equal quarterly payments of $25,000 for the upcoming year.

(ii) Otherwise, the City is deemed to have elected to make an annual payment for the upcoming year.

(b) Section 5 of the Agreement is hereby amended as follows:

5. Term. The term of this Agreement is approximately three years and will commence on the Effective Date and end upon the City’s acceptance of the third and final Annual Report, unless terminated earlier in accordance with this Agreement.

2. Conflict: In the event of a conflict between this amendment and the Agreement, the provisions in this amendment will control. Otherwise, the Agreement remains in effect except as modified by this amendment.
Each party is executing this amendment on the date stated in the introductory clause.

WITNESS

SOLAR AND ENERGY LOAN FUND OF ST. LUCIE COUNTY, INC.

Sign: __________________________
Name: __________________________

By: __________________________
Name: __________________________
Title: __________________________

Sign: __________________________
Name: __________________________

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

Chandrahasa Srinivasa, City Clerk

By: __________________________
Name: __________________________
Title: __________________________

(SEAL)

Approved as to Content and Form

______________________________
City Attorney (Designee)
The following page(s) contain the backup material for Agenda Item: Referring to the Housing, Land Use, and Transportation Committee, a discussion regarding potential amendments to the FAR Bonus Structure in Chapter 16 of the City Code. Also requesting a discussion about the City’s Housing Capital Improvement Project (HCIP) Trust Fund, its history, and its current and potential future use. (Councilmember Gabbard)
Please scroll down to view the backup material.
TO:        Members of City Council
DATE:      February 11, 2019
COUNCIL DATE:   February 21, 2019
RE:        FAR Bonus Structure

ACTION DESIRED:

Respectfully requesting to the Housing, Land Use, and Transportation Committee, a discussion regarding potential amendments to the FAR Bonus Structure in Chapter 16 of the City Code. Also requesting a discussion about the City’s Housing Capital Improvement Project (HCIP) Trust Fund, its history, and its current and potential future use.

RATIONAL:

Currently, the code allows for up to an additional 2.0 FAR bonus for every one-quarter of one percent of the total construction cost that is set aside for public art. However, a maximum of 0.5 FAR bonus is available for each one-quarter of one percent of the total construction cost that is allocated to the City’s Housing Capital Improvements Projects (HCIP) Trust Fund. Increasing maximum FAR bonuses for HCIP contributions in addition to or in lieu of the public art contribution, would increase the amount of funding available for affordable housing.

Brandi Gabbard
Council Member, District 2
The following page(s) contain the backup material for Agenda Item: Referring to the Housing, Land Use, and Transportation Committee a briefing about the list of properties that are potentially eligible for historic designation, as well as a discussion about how the list gets re-evaluated, what Council’s role in this process is, and if there is an existing process for a private property owner to have their property removed from the list. (Councilmember Gabbard)
Please scroll down to view the backup material.
Respectfully requesting the Housing, Land Use, and Transportation Committee a briefing about the list of properties that are potentially eligible for historic designation, as well as a discussion about how the list gets re-evaluated, what Council’s role in this process is, and if there is an existing process for a private property owner to have their property removed from the list.

Brandi Gabbard
Council Member, District 2
The following page(s) contain the backup material for Agenda Item: Referring to the Housing, Land Use, and Transportation Committee, or other relevant committee, a discussion on the comprehensive plan as it relates to Chapter 16, to better inform Standards of Review for consideration of affordable housing issues (Councilmember Rice)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: February 15, 2019

COUNCIL DATE: February 21, 2019

RE: Discussion on the Comprehensive Plan as it Relates to Chapter 16 and Affordable Housing Considerations

______________________________________________________________________________

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, a discussion on the comprehensive plan as it relates to Chapter 16, to better inform Standards of Review for consideration of affordable housing issues

Darden Rice, Council Member
District. 4
The following page(s) contain the backup material for Agenda Item: Referring to the Housing, Land Use, and Transportation Committee, or other relevant committee, a discussion on e-scooters as a potential transportation option in St. Petersburg. (Councilmember Rice)
Please scroll down to view the backup material.
TO: Members of City Council
DATE: February 15, 2019
COUNCIL DATE: February 21, 2019
RE: Discussion on E-Scooters as a Potential Transportation Option in St. Petersburg

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, a discussion on e-scooters as a potential transportation option in St. Petersburg.

Darden Rice, Council Member
District. 4
The following page(s) contain the backup material for Agenda Item: Requesting an update from Callaloo Group, LLC or administration regarding the Manhattan Casino lease that was signed just over one year ago. The update should include information on the percentage of rent money the city has earned and Callaloo Group’s gross sales, per lease section 7.3. Also, updates on provisions detailed in the following sections: 21.3, 21.4, 21.5, 21.6, and 21.7. (Councilmember Foster) Please scroll down to view the backup material.
TO:          Members of City Council

DATE:        February 15, 2019

COUNCIL DATE:  February 21, 2019

RE:            Callaloo Group, LLC Update

ACTION DESIRED:

Respectfully requesting an update from Callaloo Group, LLC or administration regarding the Manhattan Casino lease that was signed just over one year ago. The update should include information on the percentage of rent money the city has earned and Callaloo Group’s gross sales, per lease section 7.3. Also, updates on provisions detailed in the following sections: 21.3, 21.4, 21.5, 21.6, and 21.7.

ATTACHMENTS:

Lease Agreement between the City of St. Petersburg, FL and Callaloo Group, LLC.

Amy Foster
Council Member, District 8
LEASE AGREEMENT
BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
CALLALOO GROUP L.L.C.

THIS LEASE AGREEMENT ("Lease") is entered into on the _____ day of _____________ 2017, by and between the City of St. Petersburg, Florida a municipal corporation of the State of Florida, ("City") and Callaloo Group LLC, a Florida Limited Liability Company, ("Tenant"), (collectively "Parties").

RECITALS

WHEREAS, the City owns the improved real property located at 642 - 22nd Street South, St. Petersburg, Florida 33712, also known as the historic Manhattan Casino ("Property"); and

WHEREAS, the Property has been improved with ±15,300 square feet of enclosed space ("Building"), along with a ± 70-space paved parking area ("Parking Area"), and established landscaping and irrigation ("Grounds"); and

WHEREAS, the Building's first floor includes a built-out restaurant, including but not limited to, a bar, reception/hostess area, office, kitchen area with fire suppression hood system, dumbwaiter, restrooms, take-out and dining areas, and lighting ("First Floor"); and

WHEREAS, the Building's second floor includes a built out banquet hall and event space, including, but not limited to, a bar, restrooms, storage areas, prep area, dumbwaiter, wood floors, and programmable lighting ("Second Floor"); and

WHEREAS, the Building includes multiple systems, including but not limited to an elevator, heating, ventilation and air conditioning system ("HVAC"), electrical wiring, plumbing, security, and fire suppression (collectively, "Systems"); and

WHEREAS, In May 2017 the City received an unsolicited proposal from Tenant to lease the Property for use as a multi-operational restaurant ("Tenant Proposal"); and

WHEREAS, upon review of the Tenant Proposal, the City issued a Public Notice establishing receipt of the Tenant Proposal and inviting alternative proposals with a deadline of 10:00 A.M. local time, on July 28, 2017 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on June 11, 2017, and again in The Weekly Challenger on July 6, 2017; and
WHEREAS, four proposals were received by the Public Notice deadline, including a revised version of the Tenant Proposal; and

WHEREAS, upon his review of said proposals, the Mayor selected the Tenant Proposal and the City and Tenant commenced contract negotiations; and

WHEREAS, Tenant represents that it possesses the skills, experience, and resources, including financial resources, necessary to perform all the obligations set forth in this Lease; and

WHEREAS, the Parties have agreed to the terms and conditions set forth in this Lease for the lease of the Property by Tenant.

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 correct and accurate and are incorporated herein.

2. EXHIBITS: The exhibits attached to this Lease are, by this reference, made a part of this Lease.

3. PREMISES: City hereby leases to Tenant and Tenant hereby leases from City the Property, Building, Parking Area and Grounds (collectively, "Premises"), as illustrated in Exhibit "A".

4. EFFECTIVE DATE: The effective date of this Lease is the date of execution by the Mayor or his designee ("Effective Date").

5. TERM, COMMENCEMENT DATE, EXPIRATION DATE: The initial term of this Lease shall be for five (5) years ("Term") and shall commence on ___________ ____ ____ ("Commencement Date") and shall expire on ___________ ____ ____ ("Expiration Date"). All terms and conditions set forth in this Lease shall apply during the Term (or Renewal Term then in effect) unless otherwise provided herein.

6. RENEWAL TERM: This Lease may be renewed at the end of the Term, or Renewal Term then in effect, for a maximum of three (3) terms of five (5) years each ("Renewal Term"). Provided that the Tenant is not in default of any part of this Lease at the time of notification of its intent to renew and remains so through the end of the Term or Renewal Term then in effect, then during the final year of the Term or Renewal Term then in effect, Tenant shall express its desire to renew by giving notice in writing to the City at least one-hundred eighty (180) days prior to the last day of the Term, or Renewal Term then in effect. The City, in its sole discretion, may then approve the renewal and notify Tenant in writing that the renewal has been approved. If agreement on the terms and conditions of the Renewal Term cannot be reached prior to the end of the Term or Renewal Term then in effect, this Lease shall terminate on the last day of the Term or Renewal Term then in effect. The Renewal Term of this Lease is subject
to approval by the City Council of the City of St. Petersburg ("City Council") and must comply with all applicable provisions of the City Charter, City Code and City policies and procedures. Renewal Terms shall only be effective if memorialized by amendment to this Agreement, executed in compliance with Paragraph 46.

7. **RENT:** The Tenant shall pay Rent to the City, in accordance with the following:

7.1. **Definitions**

7.1.1. "Due Date" shall be the fifteenth (15th) day of each month.

7.1.2. "Base Rent" shall mean all money due to the City that is fixed in an absolute amount for the Term of this Lease, plus all applicable sales tax on said money, as set forth in Paragraph 7.2.

7.1.3. "Percentage Rent" shall mean all money due to the City tied specifically to the Gross Sales of all business conducted at, on or from the Premises, as set forth in Paragraph 7.3.

7.1.4. "Additional Rent" shall mean any and all amounts due to City pursuant to this Lease that are not included in Base Rent or Percentage Rent, including but not limited to Real Estate Taxes as set forth in Paragraph 12.2, Safety Line and Utility payments as set forth in Paragraph 13, Late Charges as set forth in Paragraph 11, all other taxes and fees payable to the City as set forth in Paragraph 12.3, any maintenance or repair costs paid by the City as set forth in Paragraph 22, any insurance costs paid by the City as set forth in Paragraph 30.5, as well as any other miscellaneous money due to the City under this Lease.

7.1.5. "Rent" shall mean all money of any kind due to the City under this Lease, including Base Rent, Percentage Rent, and Additional Rent.

7.1.6. "Gross Sales" shall mean the entire amount of the actual sale price, whether for cash, credit or otherwise, of all sales of goods and services and all other income and receipts whatsoever of all business conducted at, on or from the Premises, as reported on the Tenant's Florida Department of Revenue Form 15 ("DR-15") or any subsequent replacement form utilized for reporting taxable sales to the State of Florida.

7.1.6.1. Notwithstanding what is reported on the DR-15, Gross Sales shall include, without limitation:

(i) mail, telephone, facsimile, internet, electronic, video and computer orders, and orders by means of other technology-based systems whether now existing or hereafter developed, and other orders received, placed or filled at the Premises,

(ii) deposits not refunded to purchasers,

(iii) orders taken at the Premises although filled elsewhere,
(iv) gross receipts from vending and game machines (not to be construed to authorize vending or game machines unless specifically set forth in this Lease, or an amendment thereto),

(v) sale price of gift and merchandise certificates,

(vi) payments from other parties for shelf or advertising space at or respecting the Premises,

(vii) the full value of all consideration other than money received,

(viii) all other gross income or receipts from any business or operation at, on or from the Premises, and

(ix) Gross Sales by any sublessee, concessionaire or licensee.

7.1.6.2. Notwithstanding what is reported on the DR-15, Gross Sales shall not include (but Tenant shall keep separate records therefore as part of Tenant Records, as defined below):

(i) returns to shippers or manufacturers,

(ii) proceeds from the sale of used trade fixtures,

(iii) any cash or credit refunds upon any sale made at, on, or from the Premises where the merchandise is returned by the purchaser,

(iv) any sales or excise tax imposed by any duly constituted governmental authority (provided that no income or franchise tax, capital stock tax, tax based upon gross receipts, assets or net worth, or similar tax shall be deducted from Gross Sales), and

(v) the exchange of merchandise between the stores and warehouses of Tenant, if any, where such exchange of merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale that has theretofore been made in or from the Premises or for the purpose of depriving City of the benefit of a sale that otherwise would be made in or from the Premises.

7.1.6.3. Gross Sales shall not be reduced to allow for any uncollected or uncollectible amounts or reserves therefore, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein.

7.1.6.4. Gross Sales shall not be reduced by trade-ins and the sale price of the item sold for purposes hereof layaway, credit and installment sales shall be included in the month in which the goods or services are delivered or provided, or in which any portion of the payment is received, whichever first occurs, regardless of when or whether full payment is received.
7.2. Tenant shall pay Base Rent to City in the amount of forty-two thousand, eight hundred dollars ($42,800.00), for each year of the Term, or Renewal Term then in effect. This amount includes forty thousand dollars ($40,000) plus seven percent (7%) sales tax on that amount, totaling forty-two thousand, eight hundred dollars ($42,800) Base Rent per year. Except as otherwise provided in this Lease, Tenant shall pay Base Rent in equal monthly payments of $3,567, by the Due Date, for the month in which the Due Date falls. Both Parties acknowledge that any changes to the applicable sales tax will result in a change to the amount of Base Rent, and in the event of such change both Parties acknowledge that this Agreement must be amended accordingly.

7.3. Tenant shall pay Percentage Rent each month during the Term, or Renewal Term then in effect, in compliance with this paragraph, including all sub-paragraphs. The amount due shall be determined based on the Gross Sales of the previous month, as reported on the Tenant’s DR-15, and Cumulative Gross Sales. “Cumulative Gross Sales” shall mean the total of all monthly Gross Sales, as reported on the monthly DR-15, for a current Operational Year. An "Operational Year" shall mean a twelve (12) month period beginning on the first day of the first month in which Gross Sales are reported and each successive twelve (12) month period thereafter. The amount due shall be calculated as follows:

7.3.1. Tenant shall pay no Percentage Rent in any Operational Year in which Cumulative Gross Sales do not exceed $1,899,999.

7.3.2. In any Operational Year in which Cumulative Gross Sales exceed $1,899,999, Tenant shall pay as follows:

7.3.2.1. Tenant shall pay nineteen thousand dollars ($19,000) by the Due Date of the month immediately following the month in which the Cumulative Gross Sales reached $1,900,000 for any Operational Year. This amount is one percent (1%) of all sales between $1 and $1,900,000.

7.3.2.2. In addition to Paragraph 7.3.2.1, for all Cumulative Gross Sales exceeding $1,900,000, but not more than $2,399,999, Tenant shall pay one percent (1%) of all monthly Gross Sales, as reported on the DR-15 reporting the previous month’s Gross Sales, by the Due Date each month.

7.3.2.3. In addition to Paragraphs 7.3.2.1 and 7.3.2.2, for all Cumulative Gross Sales are in excess of $2,399,999, but not more than $2,899,999, Tenant shall pay one-and-a-quarter percent (1.25%) of all monthly Gross Sales, as reported on the DR-15 reporting the previous month’s Gross Sales, by the Due Date each month.

7.3.2.4. In addition to Paragraphs 7.3.2.1, 7.3.2.2 and 7.3.2.3, for all Cumulative Gross Sales in excess of $2,899,999, Tenant shall pay one-and-a-half percent (1.5%) of all monthly Gross Sales, as reported on the DR-15 reporting the previous month’s Gross Sales, by the Due Date each month.

7.3.3. For illustrative purposes, if Tenant has $500,000 in Gross Sales each month, Tenant will not pay any Percentage Rent by the Due Date that occurs in the first four
month. At the end of four months, Tenant’s Cumulative Gross Sales will total $2,000,000. By the Due Date that occurs on the fifth month, Tenant would pay Percentage Rent of $20,000 (1% of all Cumulative Gross Sales, including sales during the first four months, per paragraph 7.3.2). If Gross Sales continued at $500,000 each month, then at the end of five months Tenant’s Cumulative Gross Sales will total $2,500,000. By the Due Date that occurs on the sixth month, Tenant would pay Percentage Rent of $5,250 (1% of all monthly Gross Sales between Cumulative Gross Sales of $1,900,000 and $2,399,999, per paragraph 7.3.2, totaling $4,000, plus 1.25% of all monthly Gross Sales between Cumulative Gross Sales of $2,400,000 and $2,899,999, per paragraph 7.3.3, totaling $1,250). If Gross Sales continued at $500,000 each month, then at the end of six months Tenant’s Cumulative Gross Sales will total $3,000,000. By the Due Date that occurs on the seventh month, Tenant would pay Percentage Rent of $6,500 (1.25% of all monthly Gross Sales between Cumulative Gross Sales of $2,400,000 and $2,899,999, per paragraph 7.3.3, totaling $5,000, plus 1.5% of all monthly Gross Sales exceeding Cumulative Gross Sales $2,899,999, per paragraph 7.3.4, totaling $1,500). If Gross Sales continued at $500,000 each month, then at the end of seven months Tenant’s Cumulative Gross Sales will total $3,500,000. By the Due Date that occurs on the eighth month, Tenant would pay Percentage Rent of $7,500 (1.5% of all monthly Gross Sales exceeding Cumulative Gross Sales $2,899,999, per paragraph 7.3.4, totaling $7,500).

7.4. Tenant shall pay Additional Rent by the first Due Date immediately subsequent the day in which any Additional Rent was incurred.

7.5. All Rent calculated in accordance with this Lease shall be rounded upward to the nearest whole dollar.

7.6. All Rent shall be due and payable, without demand or notice, by the Due Date, each month of the Term or any Renewal Term then in effect.

8. INITIAL BASE RENT CONCESSION: Provided that Tenant is in full compliance with this Lease as of the Due Date of each of the initial six (6) months, then City shall provide Tenant a Base Rent concession for the entire amount of monthly Base Rent payment for each of the initial six (6) months of the Term, for a total possible Base Rent concession of $21,402 under this Lease. If all six (6) of the monthly Base Rent concessions are provided, then Tenant shall deliver payment of Base Rent beginning on the Due Date day of the seventh (7th) month of the Term, and each and every successive month thereafter during the Term or Renewal Term then in effect, in accordance with this Lease.

9. CRA INCENTIVE: Due to the Property’s cultural and historic significance to the local African-American community and the City of St. Petersburg generally, the Parties acknowledge that involvement of the residents of the South St. Petersburg Community Redevelopment Area (“CRA”), as illustrated in Exhibit “B”, is essential for a business to successfully integrate into the local community. As the unique nature of the Property has historically had an important impact on this local community, the Parties desire direct
community involvement in the business. Therefore, in addition to other related requirements in this Lease, Tenant shall offer employment opportunities to local residents of the CRA and the City shall provide Tenant an annual CRA job creation incentive payment ("CRA Job Incentive"), in accordance with the following:

9.1. Provided that Tenant is in full compliance with this Lease, then, beginning with the end of the second year of the Term, and at the end of each subsequent year of the Term thereafter ("CRA Incentive Period"), City will pay Tenant the CRA Job Incentive in the amount of One Thousand Five Hundred Dollars ($1,500) for each resident of the CRA hired and retained as a Full-Time Employee with Tenant, in, at, or from the Premises, for a period of at least twelve (12) months ("CRA Employee"). Any such employee must be both a resident of the CRA and a Full-Time Employee for the entire 12-month period. "Full-Time Employee" shall mean an employee who works an average of at least forty (40) hours each work week. This payment shall not exceed Forty Thousand Dollars ($40,000) annually.

9.2. Each CRA Employee shall only be counted once in the calculation of the CRA Job Incentive during the CRA Incentive Period.

9.3. The payment of any CRA Job Incentive is subject to this Lease and subject to Tenant's full compliance with the terms and conditions set forth in this Lease.

9.4. At the start and end of each year of the Term within the CRA Incentive Period, Tenant shall provide City with a roster of CRA Employees with information suitable for residency verification ("Incentive Documentation"). Within five (5) business days of receipt of the Incentive Documentation, City shall verify that the Incentive Documentation meets the provisions of Paragraph 9 ("Verification"). Upon Verification, City shall process the payment of the CRA Incentive to Tenant in accordance with City policy and this Lease. In the event City determines the Incentive Documentation does not meet the provisions of Verification, then after receipt of City's determination in writing, Tenant shall diligently work to rectify any deficiencies of the Incentive Documentation and submit revised Incentive Documentation to City within five (5) business days. If City determines that the revised Incentive Documentation does not meet the provisions of Verification, then City shall not proceed payment of the CRA Incentive until such time as Tenant produces Incentive Documentation that meets the provisions for Verification prior to the expiration or earlier termination of this Lease. If the Tenant does not meet the provisions for Verification prior to the expiration or earlier termination of this Lease, the Tenant's right to the payment of the CRA Incentive shall terminate.

9.5. The provisions of this paragraph, and any CRA Job Incentive payments, apply only to the initial Term of this Lease and not to any Renewal Term thereof.

10. PAYMENTS:

10.1. Payments of Rent: All payments of Rent due under this Lease shall be paid in a manner acceptable to the City, in U.S. funds, and shall be delivered to the City at the address set forth in Paragraph 72 of this Lease. Such payments shall be made without notice, demand,
setoff or counterclaim. By the Due Date each month, Tenant shall provide a breakdown of all Rent amounts paid, substantially in the same form as Exhibit "E", attached hereto and made a part hereof by reference, with each payment to the City.

10.2. **Third Party Guaranty:** On or before the Effective Date, Tenant shall provide a Third Party Guaranty to Lease, signed by Pipo's to Go IV, Inc., in a form substantially the same as Exhibit "C", attached hereto and made a part hereof by reference.

11. **LATE CHARGE:** If any payment of Rent is not paid within fifteen (15) days after the Due Date, Tenant shall pay a late charge of five hundred dollars ($500.00) to compensate City for the additional administrative expense and inconvenience occasioned thereby. In addition, City may assess a charge equal to the limit statutorily allowed by law, not to exceed One Hundred ($100.00) Dollars for any check from Tenant returned to City for insufficient funds. All charges identified in this Paragraph shall be payable as Additional Rent.

12. **TAXES:** As of the Effective Date of this Lease, the following shall apply:

12.1. **Personal Property Taxes:** Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, or any Renewal Term hereof, against personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

12.2. **Real Estate Taxes:** Tenant shall be responsible for all real property ad valorem taxes ("Real Property Taxes") in each year, or any part thereof, of the Term or Renewal Term then in effect. Tenant shall pay to the City, by each Due Date, an amount equal to one twelfth (1/12) of the previous year's Real Property Taxes, rounded up to the nearest whole dollar. If the amount of Real Property Taxes exceed the previous year's Real Property Taxes, Tenant shall pay any remaining balance due on the Real Property Taxes upon delivery of an invoice from City by the next Due Date following delivery of such notice. Any such payment shall be considered Additional Rent. The initial Real Property Taxes calculation as herein described shall be based upon the amount indicated by the Pinellas County Tax Collector's 2016 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments, which was $33,507.00. If the Tenant fails to pay the taxes as provided in this paragraph, the City may, after written notice to the Tenant and failure of the Tenant to provide paid receipts within ten (10) days after such notice, pay said taxes on Tenant's behalf, and the amount paid by the City for those taxes shall be deemed due and payable to the City by the Tenant and shall be considered Additional Rent.

12.3. **Other Taxes and Fees:** Tenant shall be responsible for and shall pay before delinquency all applicable sales taxes, stormwater fees, governmental assessments or charges of any kind, including but not limited to special assessments and fire or other service district assessments, if any, levied on the Premises or the contents thereof and deliver to the City, without notice or demand, the appropriate receipts that show payment thereof. If the Tenant fails to pay the taxes as provided in this paragraph, the City may, after written notice to the Tenant and failure of the Tenant to provide paid receipts within ten (10) days after such notice, pay said taxes on Tenant's behalf, and the amount paid by
the City for those taxes shall be deemed due and payable to the City by the Tenant and shall be considered Additional Rent.

12.4. **Property Owned by Governmental Unit:** The Premises are subject to Section 196.199, Florida Statute, as it may be amended from time to time.

13. **UTILITIES:**

13.1. **Utilities:** As of the Commencement Date of this Lease, Tenant shall contract in its own name for all water, sewer, electric, gas, telephone, cleaning and janitorial service, satellite/cable/internet services and other services, including but not limited to any and all turn-on or transfer fees, the removal of trash/garbage, grease and restaurant waste, and the cleaning of any grease traps and the pump out and cleaning of any holding tanks of grease and other waste products. If Tenant fails to maintain any utility service, then the City, at its absolute discretion, may contract for any such utility services and Tenant will be responsible for any such costs of service incurred by the City. Any such costs shall be considered Additional Rent.

13.2. **Safety Lines:** Tenant shall pay to City, by the Due Date, the amount City pays for charges associated with the safety telephone lines ("Safety Lines") dedicated to the operation of fire alarm, security/intrusion alarm and elevator. City shall reasonably notify Tenant of the amount due prior to the applicable Due Date. Any such payment shall be considered Additional Rent.

14. **TENANT RECORDS:** Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Tenant shall prepare, keep and maintain all books and records with respect to this Lease ("Tenant Records") during the Term or Renewal Term then in effect and for the retention periods set forth in the most recent General Records Schedule CSI - SL for State and Local Government Agencies. City shall have the right to audit Tenant Records, including but not limited to Rent and Tenant Development records set forth with Paragraph 21, and Tenant, within forty-eight (48) hours of a request from City, shall make the Tenant Records available for examination at the Premises. If the City conducts an audit of the Rent and it is found that the Rent is understated by more than five percent (5%) or the books and records contain any willful inaccuracies, then, in addition to immediately paying City the full amount of the understated Rent plus applicable sales tax, Tenant shall pay to City the cost of the audit. If City conducts two (2) audits during the Term, or Renewal Term then in effect, that reveal understatements by Tenant of more than five percent (5%), then the same shall constitute a default of this Lease by Tenant and City shall have the right to terminate this Lease upon notice to Tenant.

15. **PERMITTED USE:** Tenant shall use of the Premises, subject to zoning and the terms and conditions of this Lease, pursuant to and in accordance with the Tenant Development set forth with Paragraph 21 (collectively "Permitted Use"). Tenant shall operate its business in an efficient and reputable manner. Furthermore, subject to approval by the City, Tenant may, in accordance with applicable laws and regulations, sell or provide souvenirs, T-shirts or other non-adult themed novelties directly related to the Permitted Use.
16. **PROHIBITED USE:** Tenant’s business activities, conducted on the Premises, pursuant to this Lease, shall be limited solely to the Permitted Use as set out herein, and specifically shall not include any adult use activities including, but not limited to adult use activities as described in the St. Petersburg City Code, a copy of which is available from the City Clerk and as it may be amended from time to time.

17. **ACCESS RIGHTS:**

17.1. **Tenant’s Rights:** As of the Effective Date of this Lease, Tenant shall have the right to access, use and make improvements to the Premises, in accordance with the terms and conditions of this Lease.

17.2. **City’s Rights:** City or City’s agents shall have the right to enter the Premises upon reasonable notice and during Tenant’s non-business hours, accompanied by Tenant’s representative, to inspect the Premises and to make such reasonable repairs to the Premises as City may deem necessary and which are City’s responsibility under this Lease. During the ninety (90) day period immediately preceding the expiration of the Term, or Renewal Term then in effect, City may show the Premises to prospective tenants during normal business hours, upon reasonable notice and accompanied by Tenant’s representative. City shall take all reasonable steps to minimize any interference in Tenant’s business operations as a result of such entry.

17.2.1. **City Repairs:** City shall be allowed to take all material into and upon the Premises that may be required for all reasonable repairs to be made by City under this Lease, without the same constituting an eviction of Tenant. City shall use its best efforts to do all repairs when Tenant is not open to the public and to conduct all such repairs in a manner so as to minimize any disruption to Tenant’s business. Nothing in this paragraph shall be deemed to impose upon City any obligation for the care, maintenance, or repair of the Premises, as such obligations being set forth elsewhere in this Lease.

17.2.2. **City Use Days:** City shall have not less than six (6) annual City use days during the Term, or Renewal Term then in effect, for City sponsored events on the Second Floor ("City Use Days"). The City shall not be charged any fee for City Use Days, but shall bear all its own expenses related to any events on City Use Days. City shall provide Tenant with not less than thirty (30) days notice either in writing, by fax or email of the City’s intention to use the Second Floor. Tenant shall respond in not more than twenty-four (24) hours if there are any scheduling conflicts. City shall return the Second Floor in similar condition as prior to City use.

18. **COMPLIANCE WITH LAWS:** For the purposes of this Lease, “Laws” shall mean all present and future (i) federal, state, and local constitutions, laws, statutes, ordinances, rules, regulations, and codes; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) regulations and orders of quasi official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be
amended or supplemented from time to time. Laws shall include, without limitation, the bonding requirements of Florida Statute 255.05, Florida Public Records Laws, and the Americans with Disabilities Act of 1990 ("ADA"). Tenant shall use the Premises for the Permitted Use and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including but not limited to Paragraph 27 of this Lease. Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Tenant shall comply with applicable Laws, including but not limited to Laws requiring the Premises to be closed on or during any days or hours, health, safety and building codes, and any permit or license requirements. City makes no representation that the Premises are suitable for Tenant's purposes. Tenant acknowledges that City and its authorized representatives have not made any warranties or representations as to the Permitted Use that can be made of the Premises under existing Laws.

19. BUILDING AS LOCAL LANDMARK: The Parties acknowledge the Building is a local landmark, and as such, may be controlled by Laws, including but not limited to, the City's Historic and Archaeological Preservation Overlay, currently Chapter 16 of the St. Petersburg City Code ("Overlay"). In addition to other restrictions under this Agreement, any alterations or additions to the exterior of the Building or to the structural portions of the Building shall not be made by Tenant without the Certificate of Appropriateness required under the Overlay.

20. AS-IS CONDITION: Tenant has inspected the Premises and accepts the Premises in AS-IS condition.

21. TENANT DEVELOPMENT: The Tenant, at Tenant's sole cost and expense, shall develop, operate and maintain the Premises in the following manner (collectively, "Tenant Development"): 

21.1. Property Legacy: The Parties acknowledge the Property's cultural and historic significance to the local African-American community and shall honor and celebrate such cultural and historical significance and shall incorporate such into the Tenant Development, including but not limited to, the provisions set forth in Paragraphs 21.2, 21.3, 21.4, 21.5, and 21.6.

21.2. Within 120 days of the Commencement Date, Tenant shall develop, operate, and maintain the First Floor as follows:

21.2.1. A full service, table waited restaurant, offering southern cuisine with a "Floribbean" twist that includes but is not limited to fresh flavors, combinations, and tastes representative of the variety and quality of foods indigenous to Florida and the Caribbean;

21.2.2. A fully operational, "to-go" only restaurant that is distinct from the restaurant set forth in Paragraph 21.2.1;

21.2.3. A commercial commissary for food production to serve the "to-go" only restaurant and the Event Venue, as hereinafter defined, as well as other Tenant locations, catering or events, held on or off of the Premises, and served by the Tenant;
21.2.4. A bar/lounge with live music with a focus on sourcing alcoholic products produced and readily available in St. Petersburg whenever possible.

21.3. Within 120 days of the Commencement Date, Tenant shall develop, operate and maintain the Second Floor as follows:

21.3.1. An event venue available for occasions including but not limited to weddings, corporate meetings, dances, private parties ("Event Venue"). Tenant shall hire a full time catering and event sales director for as a liaison for activities held in the Event Venue.

21.3.2. Tenant shall offer live music concerts in the Event Venue in accordance with the following:

   21.3.2.1. During the first and second years of the Term, no less than two (2) times per month;
   21.3.2.2. During the third year of the Term, no less than three (3) times per month;
   21.3.2.3. During the fourth and fifth year of the Term, no less than four (4) times per month;
   21.3.2.4. Tenant represents performances will include local performing artists, including but not limited to, Shawn Brown, Henry Ashwood Jr., Cat Williams Trio, On Que Players, William Brother Blues Band, Anthony Castellano, and Steve Wilson.

21.3.3. Tenant shall, subject to availability, make the Event Venue available to neighborhood groups in the CRA for meetings at no or nominal rates; provided however that all use-related expenses (e.g. food) shall be paid by the neighborhood group using the Event Venue.

21.3.4. Notwithstanding Paragraph 21.2.3, the Tenant shall allow patrons of the Event Venue access to other caterers who offer different cuisines, subject to the rules and regulations for the use of the Event Venue established by Tenant and approved by City.

21.4. Art and Culture: Within six (6) months of the Commencement Date, Tenant shall incorporate a dedicated art collection that celebrates the Property’s cultural and historic significance to the local African-American community and provide dedicated space for new local art to be placed on a rotating basis to maintain the Property’s history as a place where art of all type is celebrated. The dedicated art collection shall include not less than four (4) pieces of art that celebrate the history of the Premises and the local African-American community. The dedicated space for new art shall consist of not less than five hundred (500) sq/ft. of space for local artists that shall be rotated at a minimum of four (4) times per year.

21.5. Within six (6) months of the Commencement Date, Tenant shall develop, operate and maintain programs of educational and community support as follows:

   21.5.1. Tenant shall sponsor a monthly gallery of children’s art, from local area schools and/or children’s programs of not less than one hundred (100) sq/ft., with the entire proceeds being returned to the respective participants or organizations.
21.5.2. Tenant shall develop an apprentice program to provide on-the-job and entrepreneurial training, with a preference given to City of St. Petersburg residents.

21.6. **Employment:** Tenant shall employ not less than twenty-five (25) full-time equivalent employees in, at, or from the Premises by the end of the first (1st) year of the Term, with a minimum average of at least twenty five percent (25%) of the full-time equivalent employees residing in the CRA ("CRA Employee Percentage"). The total of twenty-five (25) full-time equivalent employees shall be determined by the sum of all Full-Time Employees and Part-Time Employee Equivalencies.

21.6.1. "Part-Time Employee Equivalencies" shall be calculated by dividing each part-time employee's average weekly hours by forty (40). Therefore, a part-time employee who works an average of 24 hours each week shall count for .6 (twenty-four divided by forty) of an employee toward the full-time equivalent employee total. As an example assuming compliance with the CRA Employee Percentage requirement, if Tenant employed Nineteen (19) Full-Time Employees and ten (10) part-time employees that each worked an average of 24 hours per week, then Tenant would meet the requirements of this paragraph in employing twenty-five (25) full-time equivalent employees (Nineteen Full-Time Employees plus ten part-time employees at .6 each).

21.6.2. During each Operational Year thereafter, Tenant shall maintain the CRA Employee Percentage. Tenant shall provide the City with annual reports, such as copies of employees W-2's or other such documentation determined to be suitable to the City, in the City's sole discretion, to determine compliance with this paragraph.

21.7. **Employee Development:** Tenant will consider employees for an ownership stake in future restaurant expansion of Tenant, with a goal of not less than four (4) employees residing in the CRA being offered an ownership stake in such future restaurant expansion within five (5) years of the Commencement Date. Tenant shall provide an annual report to the City on the progress of this employee development opportunity. Furthermore, Tenant shall work to enroll its employees in the culinary arts program at Pinellas Technical College or other culinary education ("Culinary Program") with a goal of enhancing employee development and potential for future restaurant ownership.

22. **TENANT MAINTENANCE OBLIGATIONS:** Except as set forth in Paragraph 23, Tenant shall, at its cost and expense, maintain the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements (collectively, "Tenant Maintenance Obligations").

22.1. Except for the provisions set forth in Paragraph 23, the Tenant Maintenance Obligations shall include but not be limited to the following:
22.1.1. Exterior: The Parking Area, Grounds, HVAC, exterior wall paint, all exterior doors and windows, including but not limited to all glass therein, shades, awnings, window coverings, signs, and lights.

22.1.2. Interior: All walls, ceilings, floors, paint, windows, window glass, window shades and coverings, all partitions, doors, fixtures, equipment and appurtenances thereof, all lighting, electrical equipment, HVAC, plumbing fixtures and equipment.

22.1.3. Service Contracts: Entering into and providing for annual service contracts (collectively "Service Contracts") including but not limited to the following:

22.1.3.1. Elevator: Contract for the elevator with a duly licensed elevator service company for elevator maintenance, repair, and provide for any required inspections and certifications;

22.1.3.2. HVAC: Contract with a duly licensed air conditioning service company for the maintenance of the HVAC;

22.1.3.3. Pest Control: Contract for monthly pest inspections and treatments. The definition of Pest shall include but is not limited to fungus, mold, insect, nematode, rodent, weed, or other life form that is injurious to human health, or interferes with economic activities. Tenant assumes all responsibility for pest control including but not limited to termite extermination.

22.1.3.4. Service Contracts Documentation: Tenant shall deliver a copy of the Service Contracts to the City upon the Commencement Date, and prior to the anniversary date of each year of the Service Contracts, to the address set forth in Paragraph 72 of this Lease.

22.1.4. Fire Suppression: Being responsible for all fire suppression systems and equipment including but not limited to the fire sprinkler, fire hood and fire extinguishers and all required inspections and certifications thereof.

22.1.5. Security: Being responsible for protecting the Premises and the Property located therein from theft and robbery and shall keep all doors and windows securely fastened when the Premises are not in use.

22.1.6. Trash Disposal: Paying all costs associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

22.1.7. Grease Trap: Paying all costs and expenses associated with the operation, maintenance and repair of the grease trap as well as all costs associated with grease disposal.

22.1.8. Exterior and Sidewalk: Keeping the exterior of the Premises and the adjacent sidewalk clear of all debris and litter.

22.1.9. Tenant Duty to Warn. Tenant shall, at its own cost and expense, maintain the Premises in a safe condition and shall have the duty to warn all persons who enter onto the Premises of any dangerous condition thereon known to Tenant.
22.2. Manufacturer's Warranties: City shall extend, whenever possible, to Tenant the benefit of any available manufacturer's or other warranties.

22.3. Tenant's Failure to Act: If Tenant fails to maintain the Premises as required hereunder, then thirty (30) days after written request (or such longer period as is necessary if the maintenance or repair cannot reasonably be completed within the thirty (30) day period and Tenant promptly commences and diligently pursues the completion of such maintenance or repair), City shall have the right to enter the Premises and to undertake such maintenance or repair at Tenant's expense, and, upon completion thereof, Tenant shall pay as Additional Rent, within thirty (30) days after Tenant's receipt of an invoice for City's reasonable costs for undertaking such maintenance and repair.

23. HVAC AND STRUCTURAL REPAIRS: Tenant shall have responsibility for the payment of the first Five Thousand Dollars ($5,000), per occurrence ("Tenant Repair Amount"), for repair or replacement of the roof, roof membrane, and roof covering (collectively, "Roof"), exterior walls, foundation and floor slabs, and HVAC ("Major System(s)"). In the event Tenant receives an estimate for repairs or replacement to the Major Systems that exceeds the Tenant Repair Amount, Tenant shall provide City a written copy of said estimate, and, subject to the Tenant paying City the Tenant Repair Amount, City shall, at its cost and expense, repair or replace if necessary, the Major System(s) in disrepair. If the City determines, it its sole discretion, that the repairs are attributable to Tenant's negligence, then Tenant shall be responsible for all repair or replacement costs outlined in this paragraph.

24. IMPROVEMENTS TO PREMISES: Tenant shall not make, or permit to be made, any alterations, additions, improvements or changes on the Premises without, in each case, first obtaining the written consent of the City in accordance with Paragraph 57 of this Lease, in addition to required permits. In the event Tenant shall build-out, construct, or modify the Premises that would cause a subsequent increase in cost and expenses to the City for equipment including but not limited to HVAC or fire suppression, Tenant shall bear the full cost and expense of the purchase, installation, and service of any such equipment.

25. OWNERSHIP OF IMPROVEMENTS: Excluding Tenant's Personal Property and Trade Fixtures, all Improvements and Fixtures placed on or in the Premises by Tenant, and any alterations or replacements thereof, shall become the property of City upon the expiration or earlier termination of this Lease. Said Improvements and Fixtures and Trade Fixtures are defined as follows:

25.1. "Improvements and Fixtures" shall mean a constructed element, fixture or piece of equipment which has been attached to the Premises in such a way as to be part of the Premises and its removal would damage the Premises. Improvements and Fixtures, for the purposes of this Lease shall include, but not be limited to, the Systems.

25.2. "Trade Fixture" shall mean a piece of equipment on or attached to the Premises which is used in the Tenant's trade or business, including but not limited to tables, booths, chairs, decorative light fixtures, kitchen and other restaurant equipment. All Trade Fixtures that
were placed on the Premises by Tenant after the Effective Date, shall remain the property of the Tenant.

25.3. Tenant shall, provide City a written inventory of all Improvements and Fixtures and all Trade Fixtures on the Premises ("Inventory") by February 15, 2018. The Inventory shall include, without limitation, applicable brand, model, and identification/ serial numbers, and be attached to this Lease as Exhibit "D".

26. RETURN OF PREMISES:

26.1. Condition of Premises: The Tenant shall, on or before the expiration of this Lease, or its earlier termination as provided herein, remove all Trade Fixtures, and other personal property of Tenant that is not permanently attached ("Tenant’s Personal Property"), repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, less ordinary wear and tear. If Tenant fails to make such repairs, City may make the repairs and charge Tenant for its costs. Any Trade Fixtures and Tenant’s Personal Property not removed within thirty (30) days after the expiration of this Lease or its earlier termination as provided herein shall be deemed to have been abandoned by Tenant, and may be retained or disposed of by City, in its sole discretion, and City may charge Tenant for its costs for said disposal. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

26.2. Contracts and Encumbrances: Tenant shall return the Premises free and clear of any contractual obligations or other legal encumbrances not approved in writing by the City.

27. RULES AND REGULATIONS FOR TENANT:

27.1. Odors: Tenant shall not operate an incinerator or burn trash or garbage or permit any noxious odors to emanate from the Premises.

27.2. Antennas; Projections: Tenant shall not, except as otherwise provided herein, place or permit any television or radio on the roof or outside the Premises; nor place any antenna, or other projection on the exterior of the Premises, except Tenant shall have the right to install, at its sole cost and expense, cable television hook-ups to the Premises, or a satellite dish located outside or on the roof of the Premises as permitted by applicable Laws.

27.3. Nuisance: Tenant shall not take any action nor permit any action that, in the reasonable judgment of City, would constitute a nuisance.

27.4. Parking Area: Tenant shall obtain the written consent of the City prior to charging any fees associated with the Parking Area.

27.5. Interior Temperature: Tenant shall maintain the inside of the Event Venue at a temperature sufficient to prevent warping of its wood floors.

27.6. Trash Collection: Tenant shall store all trash and garbage within a designated area and only in receptacles of the size, design, and color from time to time agreed upon by City and Tenant.
27.7. **Signs:** Tenant signs on the Premises, and all media advertising must include the phrase "The Historic Manhattan Casino". All Tenant signage shall be subject to applicable Laws.

27.8. **Outdoor Seating:** Tenant may, upon procuring all necessary approvals and/or permits, without waivers, exceptions or variances, from state or local authorities, provide an outdoor seating area for the exclusive use of its customers on the Premises, in accordance with Paragraph 24 of this Lease.

27.9. **Music:** Any music on the Premises shall be in compliance with all applicable Laws.

27.10. **Specific Restrictions:** Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefore; (ii) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception; (iii) bring or permit any pet or other animal, except for those authorized under Laws, in the Premises; (iv) do or permit anything in or about the Premises that is unlawful, or is contrary to public health, safety or welfare; (v) use or permit upon the Premises anything that violates any certificates of occupancy issued for the Premises or (vi) conduct any business not permitted under Paragraph 15 of this Lease.

27.11. **Additional Rules:** City may add to, amend, or supplement any such rules and regulations so long as the rules and regulations are reasonable, do not conflict with this Lease, do not cause Tenant to incur additional and unreasonable costs, and do not interfere with the Tenant's Permitted Use. Any such additional rules and regulations, amendments or supplements shall be delivered to Tenant in writing at least thirty (30) days prior to their effective date.

28. **GOVERNMENTAL REGULATION:**

28.1. **Permits and Licenses:** Tenant 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 Tenant's performance of this Lease, and comply with all Laws pertaining to the operation of the Premises for its Permitted Use, now or hereafter in force. Upon request of the City, Tenant shall provide the City with written evidence of such permits, licenses, certifications, and approvals.

28.2. **Structural Repair and Improvements:** Tenant shall not be required to effect any structural repair, structural improvement, structural alteration or other change of a structural nature by reason of any such Laws unless the conditions constituting a violation of any such provisions were created by improvements provided by, or the specific use made of the Premises by Tenant (as opposed to the occupancy of the Premises). Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of Tenant, its employees or agents, shall be paid by Tenant within thirty (30) days after receipt of said notice by Tenant, unless reasonably contested by Tenant. City represents and warrants that the Building is in compliance with all Laws and that City shall comply with all Laws, pertaining to the Building now or hereafter in force.

28.3. **Tenant Responsibilities for ADA:** Tenant assumes all responsibility including, but not limited to, financial, construction and physical modification costs, provision of auxiliary
aids, services and legal costs, for ensuring compliance with all aspects of the ADA and any
amendments thereto and regulations promulgated thereunder including, but not limited to
Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future
additions.

29. LIENS:

29.1. No Real Property Liens: Tenant shall never, under any circumstances, have the power
to subject the Property to any mechanic's or materialman's lien or other lien of any kind.

29.2. Payment and Performance Bond: All contracts for improvements to the Property shall
provide for a payment and performance bond in accordance with Section 255.05, Florida
Statutes or successor laws. Notice is hereby given that no contractor, subcontractor or any
other person who may furnish any material, service or labor for any building, improvement,
alteration, repairs or any part thereof, or for the destruction or removal of any building or
structure, shall at any time be or become entitled to any lien on or against the Property.

29.3. Leasehold as Collateral; City Estoppel Certificate: City acknowledges that Tenant may
require a personal property lease agreement or other secured financing for equipment for
its operations to be physically located at the Premises, or require financing using Tenant's
leasehold interest as collateral. In the event that a lender or equipment lessor requires City
as landlord to provide an estoppel and subordination certificate subordinating this Lease to
the new financing, City shall, upon written request, execute such certificate whose terms
and conditions are acceptable to City in its sole discretion, and only if it provides that the
leasehold is the collateral and that City's fee simple interest in the real property will not be
subject to the financing. Notwithstanding the foregoing, in no event shall City provide an
estoppel certificate for any leasehold mortgage that exceeds the Term or Renewal Term then
in effect, or one that exceeds the Expiration Date of this Lease whichever is shorter.

29.4. Landlord Lien: City shall have a lien against Trade Fixtures, Tenant’ Property, all
goods, equipment, furniture and other personal property of Tenant kept on the Premises at
any time during the Term, or Renewal Term then in effect, in the aggregate amount of all
Rent, damages and the sums that may at any time be owed by Tenant to City under this
Lease. City, in the event of any default by Tenant, may foreclose the lien.

30. INSURANCE:

30.1. Commencing on the Effective Date and continuing until the end of the Term or
Renewal Term then in effect, Tenant shall obtain and maintain, at Tenant's cost, the
following insurance, written by a firm that is authorized to conduct operations in the State
of Florida, and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent.
The policy or policies shall have following minimum coverages and limits:

30.1.1. Commercial Liability: Commercial General Liability policy on an occurrence basis
with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage
shall include bodily injury and property damage for premises and operations, including
but not limited to products and completed operations, personal injury, and contractual
liability under this Lease, protecting the City against all claims or demands that may arise or be claimed on account of Tenant’s use of the Premises.

30.1.2. **Automobile Liability:** Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

30.1.3. **Worker’s Compensation:** Workers’ Compensation Insurance in compliance with the laws of the State of Florida.

30.1.4. **Employer’s Liability:** Employer’s Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

30.1.5. **Liquor Liability:** Liquor Liability Insurance coverage of not less than $1,000,000 per occurrence.

30.1.6. **Personal Property:** Any insurance coverage Tenant may desire on its contents on the Premises.

30.1.7. **Business Interruption Insurance:** Business Interruption Insurance insuring that all sums payable under this Lease, including but not limited to Rent and maintenance charges shall be paid to City if the Premises are destroyed by a risk which is insurable under a standard policy of fire and extended coverage insurance with vandalism and malicious mischief endorsements.

30.2. Tenant shall provide City with Certificates of Insurance on a standard ACORD form reflecting all coverages prior to commencing operations and at each subsequent policy renewal. At City’s request, Tenant shall provide City with a copy of each policy required by this Lease.

30.3. All policies, with the exception of Workers Compensation, shall name the City of St. Petersburg as an “Additional Insured” under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in Paragraph 72 of this Lease.

30.4. The insurance coverages and limits are set at the sole discretion of City and are subject to change or revision as the need arises. City may, at its sole discretion, change or increase the required insurance coverage and limits from time to time and shall provide thirty (30) days notice to Tenant. Failure of the Tenant to comply with any changes or increases within thirty (30) days of receipt of written notice from City shall be considered a default of this Lease. Approval by City of any certificate of insurance does not constitute verification by City that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the requirements of this Lease. City reserves the right to require a certified copy of the entire insurance policy including endorsements. When requested by City, Tenant shall, within ten (10) days of request, provide copies of current policies.
30.5. If the Tenant fails to furnish certificates showing policies paid in full as provided in this Lease, City may, after written notice to the Tenant and failure of the Tenant to provide the certificate within ten (10) days after such notice, obtain the insurance, and the premiums paid by City for that insurance shall be deemed immediately due and payable to City by the Tenant. Any such payment shall be considered Additional Rent.

30.6. Any permitted subtenant under this Lease or other persons contracting with the Tenant shall maintain the following minimum insurance coverages and limits:

30.6.1. **Commercial Liability:** Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability under this Lease, protecting the City against all claims or demands that may arise or be claimed on account of the subtenant’s or contractor’s use of the Premises.

30.6.2. **Automobile Liability:** If the subtenant’s or contractor’s operations include the use of automobiles, Automobile Liability Insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

30.6.3. **Liquor Liability:** If the subtenant’s or contractor’s operations include the manufacture, distribution, sale, or service of alcohol, Liquor Liability coverage with a minimum limit of $1,000,000 per occurrence.

30.6.4. **Worker’s Compensation:** Workers’ Compensation Insurance in compliance with the laws of the State of Florida.

30.6.5. **Employer’s Liability:** Employer’s Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

30.6.6. **Personal Property:** Any insurance coverage subtenant may desire on its contents on the Premises.

30.6.7. All of the subtenant’s or contractor’s policies, with the exception of Worker’s Compensation, shall name the City of St. Petersburg and the Tenant as an "Additional Insured" under the policy, provide contractual liability coverage, and provide that they shall not be subject to cancellation or any material change which would or could affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in Paragraph 72 of this Lease.

31. **INDEMNIFICATION:** Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, the Tenant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, 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 attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

31.1. The ownership, occupancy, or use of the Premises by the City or Tenant.

31.2. The performance of this Lease (including future changes and amendments thereto) by Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to the Tenant's duty to maintain and warn of dangerous conditions located on the Premises and known to the Tenant; or

31.3. The failure of Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

31.4. Any negligent act or omission of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

31.5. Any reckless or intentional wrongful act or omission of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers.

32. NO INSURANCE LIMITATION: The purchase of insurance coverage required by this Lease, or otherwise, shall not relieve Tenant from the requirements of Paragraph 31 of this Lease.

33. DISCLAIMERS.

33.1. Risk of Loss: Tenant shall store its property in and shall occupy the Premises at its own risk.

33.2. Merchandise/Equipment: The City shall not be responsible or liable at any time for any damage to Tenant's Trade Fixtures, Tenant's Personal Property, merchandise, equipment, or to Tenant's business regardless of the cause, unless such damage is due to City's negligence or wrongful act.

33.3. Third Parties: The City shall not be responsible or liable to Tenant for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

33.4. Defects: Unless due to City's negligence, wrongful act, or failure to comply with this Lease, City shall not be responsible or liable for any defect in any of the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of Tenant or other person caused by or resulting from burst, broken or leaking pipes or by or from, steam or the running, backing up, seepage, or overflow of water or sewage in any part of the Premises or for any damage caused by or resulting from acts of God or the elements, the failure of
any public utility in supplying utilities to the Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises, machinery, apparatus or equipment by any other person or by or from the acts of negligence of any occupant, guest, invitee, or customer of the Premises.

33.5. **Notice of Claim:** Tenant shall give twenty four (24) hour notice to City in case of fire or accidents or other casualties on or about the Premises or of any defects in any fixtures or equipment therein.

34. **WAIVER OF SUBROGATION:** Nothing herein shall be construed to negate or modify the insurer’s responsibility to the City, as an additional insured under any insurance required under Paragraph 30 of this Lease, to defend and pay Claims made against the City. Tenant and subtenants hereby waive any rights it may have against the City on account of any loss or damage incurred by Tenant and subtenants, to its property, the Premises, or its contents arising from any risk actually covered by fire and extended coverage insurance policies. Tenant, and subtenants, on behalf of its insurance companies insuring the property of Tenant and subtenants against any such loss or damage, waive any right of subrogation that such companies may have against City, as the case may be to the extent such insurance allows it. Tenant and subtenants covenant that, to the extent such insurance endorsement is available; it will obtain, for the benefit of the City, a waiver of any right of subrogation from such insurance companies, if such endorsement is required by the insurance company to waive subrogation.

35. **ASSIGNMENT AND SUBLEASE:**

35.1. **Assignment:**

35.1.1. **Consent of the City:** Tenant may not delegate performance nor assign this Lease, or any of its rights under this Lease without the City’s prior written consent that shall be granted or withheld in the City Council’s sole discretion. Any such purported delegation or assignment shall be null and void and shall constitute a default of this Lease. Any purported involuntary assignment of this Lease or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing corporation), consolidation, dissolution, reorganization, transfer of the assets of Tenant or controlling interest in Tenant, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a default of this Lease unless such underlying transaction is approved by the City Council, which approval shall be in the sole discretion of City Council.

35.1.2. **Assumption and Release:** Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Tenant under this Lease. Any assignee of Tenant shall deliver to City an assumption agreement in a form reasonably satisfactory to City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Lease, upon a permitted assignment of this Lease, the Tenant’s liability under this Lease shall not terminate.

35.2. **Sublease:**
35.2.1. Consent of the City to Sublease: Except as set out herein, Tenant shall not have the right to sublease or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of City Council, which consent shall be in the City Council's sole and absolute discretion. Any sublease or other disposition without the consent of City Council shall be void and shall be deemed a default of this Lease and cause for immediate termination.

35.2.2. Permitted Subleases: Notwithstanding anything to the contrary contained this Lease, the Tenant shall be permitted to sublease space in the Premises to Tenant controlled subsidiary companies ("Subsidiary") for the purposes of business separation, provided that:

35.2.2.1. Sublease: The Tenant shall supply a copy of the sublease to the City within fifteen (15) days of the execution of the sublease;

35.2.2.2. Sublease Term: The term of the sublease shall not exceed the Term of this Lease, or Renewal Term then in effect.

35.2.2.3. Subtenant Compliance with this Lease: The sublease shall require the Subtenant to comply with all terms, conditions and requirements of this Lease; and

35.2.3. Tenant Responsibility: The Tenant shall be fully responsible to the City for complying with all the terms, conditions and requirements of this Lease in the event that the Subsidiary shall fail to fulfill the obligations of this Lease.

36. DEFAULT.

36.1. Tenant shall be deemed to be in default under this Lease if at any time one or more of the following events (each of which constitutes a default) occurs:

36.1.1.1. Tenant's failure to pay Rent or Additional Rent: Tenant's failure to pay Rent or any other sums due under this Lease within fifteen (15) days after the date such payment is due;

36.1.1.2. Tenant's failure to perform: Tenant’s failure to perform any covenant, promise or obligation contained in this Lease;

36.1.1.3. Appointment of a Receiver: The appointment of a receiver or trustee for all or substantially all of Tenant's assets;

36.1.1.4. Petition for Relief: Tenant's voluntarily petition for relief under, any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition which is not dismissed within sixty (60) days;

36.1.1.5. Sale of Interest: The sale of the Tenant's interest under this Lease by execution or other legal process;

36.1.1.6. Seizure, Sequestration or Impounding: The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially
all of the personal property or fixtures of Tenant used in or incident to the operation of
the Premises;

36.1.1.7. **Assignment of Assets:** Tenant’s making an assignment of its assets for the
benefit of creditors;

36.1.1.8. **Sale, Transfer, Assignment and Subleasing:** Any sale, transfer, assignment,
subleasing, concession, license, or other disposition of this Lease not authorized in this
Lease; or

36.1.1.9. **Lien Upon the Premises:** Tenant doing or permitting to be done anything that
creates a lien upon the Premises and shall fail to obtain the legal release of any such lien
or bond off any such lien as required herein.

36.1.1.10. **Failure to Develop:** Tenant fails to accomplish any of those portions of the
Tenant Development outlined in Paragraphs 21.2 and 21.3 within the first one hundred
twenty (120) days after the Commencement Date, or if Tenant fails to accomplish any of
those portions of the Tenant Development outlined in Paragraphs 21.4 and 21.5 within
the first six (6) months of the Term, or if Tenant fails to accomplish any of those portions
of the Tenant Development outlined in Paragraph 21.6 within the first (1st) year of the
Term, or if Tenant fails to accomplish any of those portions of the Tenant Development
outlined in Paragraph 21.7 by the time set forth in Paragraph 21.7.

36.1.1.11. **Tenant Business Operations Cease:** Tenant fails to operate the Premises in
accordance with the Permitted Uses set forth in this Lease, for any reason, for a period
of ninety (90) days within any twelve (12) month period during the Term, or Renewal
Term then in effect.

36.2. **Remedies for Default, Right to Cure:**

36.2.1. **Non-monetary Defaults; Right to Cure.** "Emergency" shall mean that threat of
imminent injury or damage to persons or property or the imminent imposition of a
civil or criminal fine or penalty. Provided the default does not involve an emergency
that must be addressed in a shorter time frame, Tenant shall have a period of 30 days
after notice from City of a non-monetary default in which to cure the default. In
addition, provided that the default does not involve an emergency that must be
addressed in a shorter time frame, this cure period shall be extended if the default is
of a nature that it cannot be completely cured within such cure period solely as a result
of nonmonetary circumstances outside of Tenant’s control, provided that such cure
period and those actions are thereafter diligently and continuously pursued by Tenant
in good faith. In no event, however, shall the cure period exceed a total of 90 days. If
the non-monetary default is not cured before the expiration of the cure period, as
extended, then City may pursue any or all of its remedies.

36.2.2. **Statutory Notices for Monetary Defaults.** The notices of defaults to be given
under this section may be the same as the notice required under Chapter 83, Florida
Statutes, or any successor statute, and this Lease shall not be construed to require City
to give two separate notices to Tenant before proceeding with any remedies.
36.3. **City's Options upon Default by Tenant:** In the event Tenant is in default and fails to cure as required by this Lease, the City may exercise the following options:

36.3.1. Terminate Tenant's right to possession under this Lease, reenter, take possession of the Premises and lease or attempt to lease the Premises on behalf of Tenant, at such rental, and upon such terms and conditions as City may, in the exercise of City's reasonable discretion, deem best under the circumstances for the purpose of reducing Tenant's liability. City shall not be deemed to have thereby accepted a surrender of the Premises and Tenant shall remain liable for all rental and other charges due under this Lease and for all damages suffered by City because of Tenant's default of any of the covenants of this Lease. At any time during such repossess or re-let, City may, by delivering written notice to Tenant, elect to exercise its option under the following paragraph to accept a surrender of the Premises, terminate and cancel this Lease and retake possession and occupancy of the Premises on behalf of City.

36.3.2. Declare this Lease to be terminated, and reenter and take possession of the Premises by any lawful means, whereupon the Term hereby granted and all right, title, and interest of Tenant in the Premises shall terminate. Such termination shall be without prejudice to City's right to collect from Tenant any Rent or other charges or sums that have accrued prior to such termination, together with all damages suffered by City because of Tenant's default of any covenant contained in this Lease. Notwithstanding the foregoing, upon such termination and re-entry by City, Tenant and City shall be forever released from any and all further obligations hereunder, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

36.3.3. Exercise any and all rights, remedies, and privileges that City may have in law or equity, or in this Lease, except that under no circumstances shall City be entitled to accelerate payment of any Rent due hereunder. All such remedies shall be cumulative and non-exclusive.

36.3.4. Tenant shall execute all documents reasonably requested by the City to provide verification of any termination.

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37. **CONDEMNATION:**

37.1. **Condemnation:** If during the Term, or Renewal Term then in effect, the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises are condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by Tenant in its reasonable discretion, for the Permitted Use, then in either event Tenant or City may elect to terminate this Lease as of the date of the vesting of title in the condemning authority. As used in this paragraph, a condemnation or taking includes a deed given or transfer made in lieu thereof.
37.2. **Award:** City shall be entitled to that portion of the condemnation award attributable to City's fee interest in the Premises and Building. Tenant shall be entitled to that portion of the condemnation award attributable to the loss of Tenant's leasehold in the Premises, Tenant's improvements, and fixtures on the Premises, its business losses and its relocation costs.

38. **DESTRUCTION OF PREMISES:**

38.1. **Tenant Option:** If Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that the Premises are not suitable, as determined by Tenant's reasonable discretion, for the Permitted Use, then Tenant shall have the option of terminating this Lease upon written notice to City within sixty (60) days after such casualty loss, in which event Rent and all other obligations herein shall cease as of the date of such casualty, and neither City nor Tenant shall have any further obligations or rights hereunder except for any obligations existing at the time of termination, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

38.2. **City Option:** If within the last year of the Term, or Renewal Term then in effect, the Building is damaged or destroyed by fire or other casualty, such that the cost to repair the Building is in excess of fifty percent (50%) of the replacement cost of the Building and as a result City elects not to rebuild, then City shall have the option to terminate this Lease upon written notice to Tenant within sixty (60) days after the date of such casualty loss, in which event Rent and other obligations herein shall cease as of the date of such casualty, and neither City nor Tenant shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

38.3. **Citywide Casualty:** In the event there is a citywide casualty that causes substantial damage not just to the Building, but to other buildings and improvements owned by City, and City decides not to rebuild or restore the Building, City shall have the option to terminate this Lease upon written notice to Tenant within ninety (90) days after the date of such casualty, in which event Rent and other obligations herein shall cease as of the date of the casualty, and neither City nor Tenant shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

39. **REPLACEMENT PREMISES:** The City is under no obligation to locate or provide a replacement facility under any circumstances including, but not limited to, substantial damage to the existing improvements by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, or termination of this Lease.

40. **REPRESENTATIONS AND WARRANTIES:**

40.1. **Tenant:** Tenant hereby represents and warrants to City that: (i) Tenant is a duly authorized and validly existing Florida limited liability company qualified to do business in the State of Florida; (ii) Tenant has the full right and authority to enter into this Lease; (iii) each of the persons executing this Lease on behalf of Tenant is authorized to do so; (iv)
this Lease constitutes a valid and legally binding obligation of Tenant, enforceable in accordance with its terms; and (v) as of the Effective Date, Tenant is not party to or affected by any litigation (pending or current), administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse affect upon the Premises or upon the ability of Tenant to fulfill its obligations under this Lease, and there are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or, to Tenant's actual knowledge, threatened against or affecting any portion of the Premises or any of Tenant's interest therein.

40.2. **City:** City represents and warrants to Tenant that: (i) City is the fee simple owner of the Premises; (ii) there are no agreements, contracts, covenants, conditions or exclusions which would, if enforced, prohibit or restrict the operation of the Premises for the Permitted Use; (iii) City is a duly authorized and existing municipal corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (iv) City has the full right and authority to enter into this Lease; (v) each of the persons executing this Lease on behalf of City is authorized to do so; and (vi) this Lease constitutes a valid and legally binding obligation on City, enforceable in accordance with its terms.

41. **NO REPRESENTATIONS CONCERNING FUTURE USE OF PREMISES:** The City has made no representations to the Tenant concerning the use of the Premises after the expiration or earlier termination of this Lease nor has the City made any representations to the Tenant that the City will extend this Lease or enter into any other Lease with the Tenant in the future.

42. **ESTOPPEL CERTIFICATE:** At any time and from time to time either party, upon request of the other party, shall execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of the lease between the Parties, that there are no amendments hereto (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant or City, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or if so, specifying the same. Such instrument shall be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt of a request therefore.

43. **ENVIRONMENTAL COMPLIANCE:** As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises.

43.1. **Definitions:** For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

43.1.1. "Environment" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.
43.1.2. "Environmental Condition" shall mean any condition of the environment with respect to the Premises that results for Licensee’s possession, use, occupation, construction and/or improvement to or operation of Licensee’s business on the Premises.


43.1.4. "Hazardous Material" shall mean without limitation (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by products, residuals of petroleum and petroleum degradation by products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Law.

43.1.5. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

43.2. Tenant’s Obligation: Tenant shall not use, store, generate, transport, dispose, nor cause the release of any Hazardous Material in or upon the Premises, including but not limited to into any open surface water body, ditch, stream, conduit, storm sewer or sanitary sewer connected thereto or located thereon or knowingly permit any other persons or entities occupying the Premises to engage in such activities in or upon the Premises. However, the foregoing provision shall not prohibit the use, storage, maintenance, transportation to and
from or handling within the Premises of Hazardous Material and other substances customarily used in the operation of the Premises or Tenant operations, provided: (i) such substances shall be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (ii) such substances shall not be released in or upon the Premises in violation of Environmental Laws and the National Fire Protection Association ("NFPA") Code and local fire codes as they may be amended from time to time, and (iii) for purposes of removal and disposal of any such substances, Tenant shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other forms required by the appropriate state or federal environmental authority and hold City harmless.

43.3. **Notification by City:** City shall promptly notify Tenant of every demand, notice, summons, or other process received as to any environmental Claim or legal proceeding that involves Tenant or the Premises.

43.4. **Notification by Tenant:** Tenant shall promptly notify City of every demand, notice, summons, or other process received as to any environmental Claim or legal proceeding that involves City or the Premises, including: (i) any investigation or cleanup demanded or threatened by any government or regulatory authority with respect to the release of Hazardous Materials in or upon the Premises or the migration thereof to other property; and (ii) any Claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material in or upon the Premises. Tenant shall also promptly notify City of any violation of Environmental Law or incident that may or does result in an illegal release of Hazardous Materials.

43.5. **Cleanup and Remediation:** If any Hazardous Materials are released at, on or within the Premises by Tenant or any other occupant of the Premises in violation of Environmental Laws, Tenant shall timely notify City and immediately, properly, and in compliance with Environmental Laws, cleanup and remove the Hazardous Substances from the Premises and any other affected property. Such cleanup and removal shall be at Tenant's sole expense.

43.6. **Tenant Indemnity:** Tenant shall defend, pay on behalf of, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not a lawsuit is filed, including but not limited to Claims for damage to property (real or personal) or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with the violation of any Environmental Laws by Tenant or other occupants of the Premises except to the extent any of the foregoing Claims are attributable to the violation of Environmental Laws by the Indemnified Parties. City shall have control over City's and Tenant involvement in legal proceedings resulting from an environmental violation and covered by the indemnification agreement contained in this Lease. Tenant duty to indemnify City shall survive the expiration or earlier termination of this Lease.
43.7. Access to Premises: Tenant shall allow authorized representatives of City or state and federal environmental personnel, at a reasonable time and with reasonable notice, access to the Premises for the following purposes:

43.7.1. Conducting an environmental audit or other inspections of the Premises.

43.7.2. Reviewing and copying of any records that must be kept under any environmental permit.

43.7.3. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

43.7.4. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state, or municipal environmental law or regulation.

43.8. Termination by City: City may terminate this Lease by providing Tenant written notice of Tenant’s default of Paragraph 43 of this Lease and providing Tenant not less than thirty (30) days to cure said default, or in the case of a default that cannot be cured within thirty (30) days, Tenant has commenced action to cure the default within thirty (30) days of City’s written notice and diligently pursues a cure to the satisfaction of City. Failure by Tenant to cure said default within the time provided herein shall provide City the right, but not the obligation, to terminate this Lease without further notice.

43.9. Survivability: The provisions of Paragraph 43 of this Lease shall survive the expiration or earlier termination of this Lease.

43.10. No Limitation: Nothing in this Lease shall be interpreted as limiting the City’s ability to seek contribution from any potentially responsible parties for any environmental violation.

44. Waiver: The waiver by City or Tenant of any default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition, nor shall the acceptance or payment of Rent or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this Lease shall be deemed to have been waived by City or Tenant, unless such waiver is in writing. No surrender of the Premises for the remainder of the Term, or Renewal Term then in effect, shall be valid, unless accepted by the City in writing.

45. Paragraph Numbers and Captions: The paragraph numbers and captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs.

46. Entire Agreement: This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between City and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon City or Tenant until reduced to writing and signed by City and Tenant.
47. **NO THIRD PARTY BENEFICIARIES:** This Lease sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity.

48. **SEVERABILITY:** If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

49. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Lease shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

50. **RECORDING:** The City may, at its absolute discretion, record this Lease in the public records.

51. **SUCCESSORS AND ASSIGNS:** This Lease shall inure to the benefit of the City and Tenant and be binding upon their respective successors, and permitted assigns.

52. **NUMBER AND GENDER:** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular, and each gender includes each other gender.

53. **BROKERAGE FEES:** Tenant and City warrant to each other that there is no broker or other individual entitled to any commission by reason of this Lease. Tenant shall defend, indemnify, pay on behalf of, and hold City harmless from any and all loss, damage, cost, and expense, including reasonable attorney’s fees, which City may sustain or incur by reason of any real estate commission or fee claimed to be due by, through, or under the Tenant.

54. **CITY RIGHTS:** All rights reserved to City under this Lease shall be exercised in a reasonable manner and in a manner so as to minimize any adverse impact to Tenant’s business or Tenant’s use or enjoyment of the Premises.

55. **FACSIMILE/ELECTRONIC:** A facsimile (fax) or electronic copy (email or pdf) of this Lease and any signatures thereon shall be considered for all purposes as originals.

56. **TIME REQUIREMENTS:** Time is of the essence. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays and shall end at 5:00 PM local time.
57. CITY APPROVAL AND ACTION:

57.1. City Consent and Approval. For the purposes of this Lease, any required written consent, permission, approval or agreement by the City means the approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Lease.

57.2. City Action. For the purposes of this Lease any right of the City to take any action permitted, allowed or required by this Lease, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

58. CITY COUNCIL APPROVAL: This Lease and any amendments thereto, are subject to the approval by the City Council, and execution by the Mayor or his designee.

59. NON-APPROPRIATION: The obligations of the City as to any funding required pursuant to this Lease, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential 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 Lease.

60. NON-DISCRIMINATION: The Tenant for itself and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

60.1. No Discrimination: The Tenant shall not illegally discriminate against any person in employment, the use of the Tenant's facilities and provision of services on the Premises, or in the construction of any improvements on, over or under such land and the furnishing of services thereon, on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

60.2. Compliance With Regulations: The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

60.3. City Remedy: In the event of default of any of the above non-discrimination covenants, the City shall have the right to terminate this Lease and to re-enter as if this Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21, as they may apply to Tenant as a tenant of the City, are followed and completed, including exercise or expiration of appeal rights.

61. LIFE SAFETY ISSUES: If either party reasonably believes that the other party's failure to comply with any of its obligations under this Lease involves a "Life Safety Issue", as defined below, that party shall have an immediate right, but not the duty, to correct the Life Safety
Issue and the reasonable costs and expenses incurred by that party in correcting the Life Safety Issue shall be due and payable to that party by the other party within thirty (30) days after the submission of a statement to the other party for the payment of the same and such amount shall, if not paid when due, bear interest at the Prime Rate (as published in the money rates table of the Wall Street Journal) plus four percent (4%) from the date of the statement until the date paid. For purposes of this Lease, a "Life Safety Issue" shall mean a situation, which imposes an immediate threat of bodily harm or death to any users or occupants of the Premises.

62. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county health department.

63. CITY AS A MUNICIPAL CORPORATION: Nothing contained in this Lease shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation; or the City in its capacity as a municipal corporation to take or refrain from taking any action not specifically required by this Lease.

64. QUIET ENJOYMENT: Subject to the terms, covenants and conditions of this Lease, City warrants and covenants that Tenant shall peacefully and quietly have, hold and enjoy the Premises for the entire Term, or Renewal Term then in effect.

65. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

66. CORPORATE OFFICERS: Tenant shall provide the City in writing with the name, title, address and telephone number of all of its Owners and officers, at the time of execution of this Lease and shall provide, maintain, and update the same information for any new Owners and officers within thirty (30) calendar days of their election or appointment to office. Should any Owner or officer reside at more than one residence, all addresses and telephone numbers shall be supplied to the City. For the purposes of this Paragraph, an "Owner" is defined as any natural person or person(s) who own an interest in Tenant, or who own an interest in a business entity, that is an owner of an interest in Tenant.
67. **TENANT ENTITY:** Tenant shall do all things necessary to comply with all the legal requirements to be a business entity authorized to operate within the State of Florida, including but not limited to active registration with the Florida Division of Corporations. Should Tenant at any time fail to be in compliance with those legal requirements, said failure shall constitute a default of this Lease and he City may take any and all actions set forth in Paragraph 36.

68. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of Landlord and Tenant. In conducting its business hereunder, Tenant shall act as an independent contractor and not as an agent of City. The selection, retention, assignment, direction and payment of Tenant's employees shall be the sole responsibility of Tenant, and City shall not attempt to exercise any control over the daily performance of duties by Tenant's employees.

69. **NO CONSTRUCTION AGAINST PREPARER OF LEASE:** This Lease has been prepared by the City and reviewed by the Tenant and its professional advisors. The City, Tenant, and Tenant's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Tenant or against the City or Tenant merely because of their efforts in preparing it.

70. **SURVIVAL.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Lease, including but not limited to those obligations related to indemnification, shall survive such expiration or earlier termination.

71. **SMALL BUSINESS ENTERPRISE PROGRAM:** Tenant shall engage businesses participating in the City's Small Business Enterprise Program ("SBE"), with preference for St. Petersburg based SBE companies, during any design and construction on the Premises.

72. **NOTICES:** Any notice, demand, request or other instruments, including but not limited to DR15's, which may be or is required to be given or delivered under this Lease shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of City and Tenant as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

<table>
<thead>
<tr>
<th>TO TENANT:</th>
<th>TO CITY:</th>
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<tbody>
<tr>
<td>Callaloo Group LLC.</td>
<td>Real Estate &amp; Property Management</td>
</tr>
<tr>
<td>642 – 22nd Street South</td>
<td>P.O. Box 2842</td>
</tr>
<tr>
<td>St. Petersburg, Fl 33712</td>
<td>St. Petersburg, Florida 33731</td>
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<tr>
<td></td>
<td>Phone (727) 893.7500</td>
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<td>Fax (727) 893.4134</td>
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The following page(s) contain the backup material for Agenda Item: Legislative Affairs & Intergovernmental Relations (1/31/19)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
LEGISLATIVE AFFAIRS AND INTERGOVERNMENTAL RELATIONS
COMMITTEE

Report
January 31, 2019
1:00 – City Hall – Room 100

Present: Chair Ed Montanari, Amy Foster, Brandi Gabbard, Lisa Wheeler-Bowman, Gina Driscoll (non-voting) Assistant City Administrator Tom Greene, Government Affairs Director John Rodriguez, Office Systems Specialist Paul Traci, Assistant City Attorneys Jane Wallace and Heather Judd, Legislative Aide Justin Andrews

The Legislative Affairs and Intergovernmental Relations Committee was called to order at 1:00. A motion was made to approve the agenda and was approved unanimously. CM Wheeler-Bowman asked for a correction to the September 20, 2018 report. The report was approved.

Chair Montanari called for nominations for Chair and Vice chair. Chair Montanari was re-elected as Chair, while CM Amy Foster was elected Vice Chair.

Government Affairs Director John Rodriguez spoke briefly about legislative priorities for the administration. Mr. Rodriguez reported on funding goals including the Carter G. Woodson Museum, Central Avenue Historic Resources Grant, and the 40th Ave bridge. CM Gabbard informed Mr. Rodriguez about a resolution regarding SB 70 was missing on his backup material. CM Foster referenced a separate list made by Legislative Aide Justin Andrews and asked that the two lists be merged. Chair Montanari discussed the purpose of the companion list and asked Mr. Andrews to continue to work with Councilmembers to update the list.

Chair Montanari discussed legislative priorities of local State Representatives and Senators, and asked Mr. Rodriguez if the city was asking for all the funding they could be asking for. Mr. Rodriguez responded that it’s a work in progress and that discussed deadlines for the legislative session. Chair Montanari then brought forth the legislative priorities of the St. Pete Chamber of Commerce and asked if Mr. Rodriguez has been working with the organization. Mr. Rodriguez stated that he has met with the Chamber but missed the referenced meeting.

CM Foster asked that Mr. Rodriguez consider bills related to the Opioid crisis and asked Mr. Andrews to do the same and add it to the provided legislative tracking sheet. CM Foster expressed her disappointment in the City’s preparedness for the legislative session. CM Gabbard provided a summary of other organization’s efforts in preparing for the session.

Mr. Rodriguez discussed details around St. Pete Day on March 20, and Cindy Sheppard provided more specifics about the day’s schedule.
Chair Montanari introduced Assistant City Attorney Heather Judd to discuss a recent meeting with Sen. Brandes regarding business taxation issues and potential legislative solutions.

Chair Montanari offered up time to discuss the impacts of the recent federal government shutdown, and asked what to do about a proposed resolution now that the shutdown is over. CM Driscoll asked if the resolution would apply to any shutdown, to which Ms. Wallace confirmed and provided a summary of the resolution. Assistant City Administrator Tom Greene gave a brief overview of how the city handles federal funds and contracts. CM Foster moved to approve the resolution, which passed unanimously.

Chair Montanari invited Matt Lettellier to speak about the Chamber’s St. Pete Day. Mr. Lettellier gave specific details about transportation, legislative efforts, and local businesses who will be in attendance. Mr. Rodriguez gave a summary of the legislative calendar.

CM Gabbard stated that the next LAIR meeting was scheduled for a time that is not relevant to the session, suggesting it be moved to the start of session in March. Cindy Sheppard agreed and offered March 14, and Chair Montanari agreed.

There being no further business, the meeting was adjourned at 1:53 pm.
A RESOLUTION SUPPORTING MEASURES DURING AN EMERGENCY DUE TO A FEDERAL GOVERNMENT SHUT-DOWN TO CONTINUE REIMBURSEMENT FUNDING FOR ESSENTIAL PUBLIC SERVICES PROVIDED BY CERTAIN FEDERALLY FUNDED NOT-FOR-PROFIT/GRANT SUB-RECIPIENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through the City of St. Petersburg Housing Department’s consolidated planning process, the City has entered into agreements with certain not-for-profits/grant sub-recipients to reimburse expenditures incurred by those entities for providing essential public services to citizens of St. Petersburg; and

WHEREAS, for reimbursements made by the City pursuant to those agreements, the City then submits those expenditures on to the Federal Government for reimbursement of the City; and

WHEREAS, in case of an emergency due to a Federal Government shut-down, reimbursement of the City’s portion of the funding of federally funded not-for-profits/grant sub-recipients which receive funding to provide essential public services (not including capital reimbursement) through the City of St. Petersburg Housing Department’s consolidated planning process may be affected; and

WHEREAS, in continuing to make reimbursement of incurred expenses for essential public services under the normal agreement process during a Federal Government shut-down, the City may take on the risk of timing of the reimbursement or that reimbursement will not be made by the Federal Government; and

WHEREAS, it is in the best interest of the citizens of St. Petersburg that the City continue to honor the terms of those agreements by providing reimbursement of the incurred expenses for essential public services even though reimbursement by the Federal Government for those expenditures may be delayed or denied.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council resolves that during a Federal Government shut-down, the City should continue to reimburse the City’s portion of the funding of federally funded not-for-profits/grant sub-recipients which receive funding to provide essential public services (not including capital reimbursement) through the City of St. Petersburg Housing Department’s consolidated planning process; and

BE IT FURTHER RESOLVED that that this Council authorizes advances from the General Fund to the appropriate grant fund to fund such payments, if applicable, and further authorizes repayment of those advances back to the General Fund from the appropriate grant fund upon receipt of reimbursement from the Federal Government; and
BE IT FURTHER RESOLVED that this Council directs the City in its annual update of the City’s fiscal policies, to update those policies as needed to reflect this intent, and that any further compliance relating to budgetary requirements will be included in the annual budget cleanup process, as appropriate.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]

City Attorney (designee)

Citylaw # 00427263
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1598. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: FEBRUARY 21, 2019

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1598

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA: 1598
NUMBER OF STRUCTURES: 38
ASSESSABLE AMOUNT: $7,407.34

According to the City Code, these assessments constitute a Lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION: The total assessable amount of $7,407.34 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _______________________________

COUNCIL ACTION: ___________________

FOLLOW-UP: _________________________ AGENDA NO. ___________
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<td>S 50FT OF E 40FT OF LOT 2</td>
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<td>PUMP UP THE VOLUME LLC</td>
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<td>GENERAL HOME DEVELOPMENT CORP OF PINELLAS INC</td>
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<td>MARILYN BENG</td>
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TOTAL NUMBER OF ASSESSMENTS: 38

TOTAL ASSESSMENT AMOUNT: 7,407.34
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<td>LOT CLEARING COST</td>
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<td>ADMINISTRATIVE FEE</td>
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<td>TOTAL:</td>
<td>$7,407.34</td>
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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1598 ("LCA 1598") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1598 ("LCA 1598") have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1598 ("LCA 1598") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00427545
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number SEC 1242. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: FEBRUARY 21, 2019

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1242

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

SEC: 1242
NUMBER OF STRUCTURES 11
ASSESSABLE AMOUNT: $2734.29

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $2,734.29 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ________________________ AGENDA NO. ____________
### BUILDING SECURING NUMBER SEC 1242

**COST/FUNDING/ASSESSMENT INFORMATION**

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<td>$ 370.30</td>
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<td>ADMIN. FEE</td>
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**TOTAL:** $ 2,734.29
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1242 ("SEC 1242") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1242 ("SEC 1242"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on February 21, 2019, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1242 ("SEC 1242") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee) 00427546
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Demolition Number DMO 469.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: FEBRUARY 21, 2019

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number **DMO 469**

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City’s Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

**DMO:** 469  
**NUMBER OF STRUCTURES:** 1  
**ASSESSABLE AMOUNT:** $14,812.94

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION: The total assessable amount of **$14,812.94** will be fully assessable to the property owners.

ATTACHMENTS:

**MAYOR:**

**COUNCIL ACTION:**

**FOLLOW-UP:** AGENDA NO.
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TOTAL NUMBER OF ASSESSMENTS: 1

TOTAL ASSESSMENT AMOUNT: 14,812.94
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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 469 ("DMO NO. 469") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 469 ("DMO No. 469"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on February 21, 2019, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 469 ("DMO No. 469") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)

00427544
The following page(s) contain the backup material for Agenda Item: A Substantial Amendment ("Amendment") to the City's FY 2018/19 Annual Action Plan ("Plan") to add a new Community Development Block Grant ("CDBG") project for a facility assessment study to determine repairs needed by the Jordan Park Elementary School ("School"); to allocate $35,000 from CDBG undesignated funding for the study; authorizing the Mayor or his designee to submit the amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement the Amendment.

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Non-Consent Agenda
Meeting of February 21, 2019

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

Subject: A Substantial Amendment ("Amendment") to the City’s FY 2018/19 Annual Action Plan ("Plan") to add a new Community Development Block Grant ("CDBG") project for a facility assessment study to determine repairs needed by the Jordan Park Elementary School ("School"); to allocate $35,000 from CDBG undesignated funding for the study; authorizing the Mayor or his designee to submit the amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement the Amendment.

Explanation: In August 2018, City Council approved the FY 2018/19 Annual Action Plan, providing Community Development Block Grant ("CDBG") funding to projects.

The City received ownership of the Jordan Park Elementary School ("School") building from the Pinellas County School Board in 2004, after which substantial improvements were made to the School’s main campus building which were completed in 2010.

Classroom Building #2 was constructed in 1960 and was renovated as part of the School’s Phase 1 improvements. In 2014, ADA, life safety and energy upgrades were conducted on Classroom Building #2, in addition, work included upgrading the access to all areas, toilets and plumbing fixtures were replaced, ceilings and light fixtures were replaced in addition to the installation of new insulation in the classrooms.

The City currently leases the School to Lutheran Services Florida, Inc. ("Lutheran Services") who provides a Head Start program. The City received a scope of work from Lutheran Services on improvements it’s facilities manager determined that was needed to the Classroom Building, Cafeteria, and Modular Building. A representative from the Engineering Department and staff of the Housing and Community Development Department visited the School and conducted a cursory inspection.

The Engineering Department discussed with Administration that the City should solicit the services of an architect to inspect the school and prepare a comprehensive list of improvements that are necessary, and to compare it to the scope of work provided by Lutheran Services.

Administration believes it is in the best interest of the City to have an architect inspect the School and determine what improvements are needed. The School is a viable City asset and the City would like to ensure that it is maintained and available to continue to provide services to the community into the future.
**Recommendation:** City Council approves a Substantial Amendment ("Amendment") to the City’s FY 2018/19 Annual Action Plan ("Plan") to add a new Community Development Block Grant ("CDBG") project for a facility assessment study to determine repairs that are needed at the Jordan Park Elementary School ("School"); to allocate $35,000 from CDBG undesignated funding for the study; authorizing the Mayor or his designee to submit the amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement the Amendment.

**Cost/Funding Assessment:** Funding is available in CDBG fund (1111), Award 81357, Jordan Park School Facility Assessment (Project 17044).

**Attachments:** Resolution

**Approvals:** [Signature]

**Budget:** [Signature] 1.10.19
Resolution No. 2019 -

A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT TO THE FY 2018/19 ANNUAL ACTION PLAN TO ADD A NEW COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROJECT FOR A FACILITY ASSESSMENT STUDY TO DETERMINE REPAIRS NEEDED AT THE JORDAN PARK ELEMENTARY SCHOOL ("SCHOOL"); TO ALLOCATE $35,000 FROM UNOBLIGATED CDBG FUNDING FOR THE STUDY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in August 2018 City Council approved the FY 2018/19 Annual Action Plan, providing Community Development Block Grant ("CDBG") funding to projects; and

WHEREAS, the City owns Jordan Park Elementary School ("School") and leases the school to Lutheran Services Florida, Inc. ("Lutheran Services") who provide a Head Start program at the facility;

WHEREAS, the City completed substantial rehabilitation to the School’s main facility in 2010, and later completed ADA, life safety and energy upgrades to the Classroom Building #2 at Jordan School in 2014; and

WHEREAS, the classroom of Building #2 was constructed in 1960 and was not renovated as part of the School’s Phase 1 improvements; and

WHEREAS, the City received a scope of work from Lutheran Services that describes improvements that are needed to the Classroom #2 Building, the Cafeteria, and the Modular Unit; and

WHEREAS, a representative from the Engineering Department along with staff from Housing and Community Development, visited the School and reviewed the scope of work and performed a cursory inspection; and

WHEREAS, in a discussion with the Engineering Department resulting from their cursory inspection, Administration was informed that the City should solicit the services of an architect to inspect the school and prepare a comprehensive list of improvements that are necessary to be made, and to compare it to the scope of work provided by Lutheran Services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Substantial Amendment ("Amendment") to the City’s FY 2018/19 Annual Action Plan ("Plan") to add a new Community Development Block Grant ("CDBG") project for a facility
assessment study to determine repairs that are needed at the Jordan Park Elementary School ("School"); to allocate $35,000 from undesignated CDBG funding for the study; authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement the Amendment.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]  Administration: [Signature]

Legal: 00422266.doc v1
The following page(s) contain the backup material for Agenda Item: Ordinance 361-H 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.

Citizen Input:
A letter from CONA has been received.

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

Recommended City Council Action:

1. CONDUCT the second reading and public hearing; and
2. APPROVE the proposed ordinance.

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, CONA Letter
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 $50.00

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 per hour

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: $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\$50.00

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
## City of St. Petersburg
### Planning and Development Fee Schedule
### Proposed Amendments

<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>FY15-18</th>
<th>Average # Cases</th>
<th>Projected Annual Revenue Change</th>
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<tbody>
<tr>
<td>Docks</td>
<td></td>
<td>$40 $ 40</td>
<td>$50 $ 10</td>
<td>$10</td>
<td>25%</td>
<td>360</td>
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<td>$3,600</td>
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<td>Sidewalk Café - renewal per chair OL</td>
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<td>$10 $ 10</td>
<td>$15 $ 5</td>
<td>$5</td>
<td>50%</td>
<td>2264</td>
<td></td>
<td>$11,320</td>
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<td>Sidewalk Café - renewal per chair late</td>
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<td>$5</td>
<td>33%</td>
<td>483</td>
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<td>$2,415</td>
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<td>Site Plan Review - by commission</td>
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<td>$250</td>
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<td>Special Exception - general app</td>
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<td>$250</td>
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<td></td>
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<td>$40 $40</td>
<td>$20 $ -20</td>
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<tr>
<td>Tree Removal 1 &amp; 2 units - permit</td>
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<td>$20 $40</td>
<td>$50 $10</td>
<td>$10</td>
<td>25%</td>
<td>970</td>
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<td>$9,700</td>
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<td>Tree Removal 3+ units &amp; non residential - permit</td>
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<td>$35 $60</td>
<td>$70 $10</td>
<td>$10</td>
<td>17%</td>
<td>116</td>
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<td>$1,160</td>
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<td>Tree Removal - inspection fee - no permit issued</td>
<td></td>
<td>NA NA</td>
<td>$25 NA</td>
<td>NA</td>
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<tr>
<td>TR Grand Tree 1 &amp; 2 unit</td>
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<td>$40 $100</td>
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<td>$10</td>
<td>150%</td>
<td>57</td>
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<td>$90 $90</td>
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<td>100%</td>
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<td>TR ATR Grand Tree 3+ units &amp; non residential</td>
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<td>$1,000 $1,000</td>
<td>$100</td>
<td>100%</td>
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<td>Grand Tree Trimming</td>
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<td>NA $40</td>
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<td>150%</td>
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<td>$900</td>
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<td>Variance - design</td>
<td></td>
<td>NA NA</td>
<td>$200 NA</td>
<td>NA</td>
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<td>19</td>
<td></td>
<td>$3,800</td>
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<tr>
<td>Variance - 1 &amp; 2 unit (first)</td>
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<td>$125 $300</td>
<td>$350 $50</td>
<td>$10</td>
<td>17%</td>
<td>57</td>
<td></td>
<td>$2,850</td>
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<tr>
<td>Variance - reduced setback</td>
<td></td>
<td>NA NA</td>
<td>$100 NA</td>
<td>NA</td>
<td></td>
<td>7</td>
<td></td>
<td>$700</td>
</tr>
<tr>
<td>Workforce housing density bonus</td>
<td></td>
<td>NA NA</td>
<td>$60 NA</td>
<td>NA</td>
<td></td>
<td>1</td>
<td></td>
<td>$60</td>
</tr>
<tr>
<td>ZRBPA - 1 &amp; 2 unit res &lt; or = 1400 sq &amp; accessory unit</td>
<td></td>
<td>$0 $15</td>
<td>$0 $15</td>
<td>$15 $15</td>
<td>-100%</td>
<td>165</td>
<td>-2$4,750</td>
<td></td>
</tr>
<tr>
<td>ZRBPA - 1 &amp; 2 unit res incl 2 inspections &gt; 1400 sq</td>
<td>$0 $15</td>
<td>$30 $15</td>
<td>$25 $15</td>
<td>100%</td>
<td>2820</td>
<td>$4,2300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZRBPA - 1 &amp; 2 unit res revision (each add.) &gt; 1400 sq</td>
<td>NA NA</td>
<td>$25 $25</td>
<td>NA NA</td>
<td>NA</td>
<td></td>
<td>312</td>
<td></td>
<td>$7,800</td>
</tr>
<tr>
<td>ZRBPA - 1 &amp; 2 unit add. reinspec. (each add.) &gt;1400 sq</td>
<td>$0 $15</td>
<td>$25 $25</td>
<td>$10 $10</td>
<td>67%</td>
<td>NA</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZRBPA - &lt; or = to 3,000 sqft change of use/build-out</td>
<td>$0 $30</td>
<td>$0 $0</td>
<td>$-30 $-30</td>
<td>-100%</td>
<td>NA</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZRBPA - 3+ unit &amp; non res incl 2 inspections</td>
<td>$0 $30</td>
<td>$50 $50</td>
<td>$20 $20</td>
<td>$5</td>
<td>67%</td>
<td>906</td>
<td></td>
<td>$18,120</td>
</tr>
<tr>
<td>ZRBPA - 3+ unit &amp; non res revision (each additional)</td>
<td>NA NA</td>
<td>$40 NA</td>
<td>NA NA</td>
<td>NA</td>
<td></td>
<td>204</td>
<td></td>
<td>$8,160</td>
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<tr>
<td>ZRBPA - 3+ unit &amp; non res reinspec. (each add.)</td>
<td>$0 $50</td>
<td>$75 $25</td>
<td>$50 $25</td>
<td>$25</td>
<td>50%</td>
<td>NA</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$130,730</strong></td>
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</table>

### Key - Proposed new fee

<table>
<thead>
<tr>
<th>Reduced fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes: 1. Current tree removal permit allows for fee payment only if tree removal is approved; Proposed fees require an initial inspection fee in addition to a permit fee, if tree(s) is approved for removal 2. Building and fire review fee comparisons: Residential Building = $50 new construction; $30 additions and reno; $45 for each revision Commercial Building - New - based on value = 20% of permit fee; Revisions $45 first page $12 each additional page Fire - $75 commercial/revisions $35 for first page, $10 each additional page 3. Assumes 5.5% SFR are less than 1,400 s.f. based on 2007-2016 data</td>
</tr>
</tbody>
</table>
# 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>
<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>
<td>53</td>
<td>53</td>
</tr>
<tr>
<td>Feb</td>
<td>34</td>
<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>
</tr>
<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><strong>Yearly Average</strong></td>
<td><strong>32.24</strong></td>
<td><strong>33.07</strong></td>
<td><strong>35.95</strong></td>
<td><strong>40.14</strong></td>
<td><strong>43.85</strong></td>
<td><strong>45.94</strong></td>
<td><strong>58.20</strong></td>
</tr>
<tr>
<td><strong>Difference over previous year</strong></td>
<td><strong>0.83</strong></td>
<td><strong>2.88</strong></td>
<td><strong>4.19</strong></td>
<td><strong>3.71</strong></td>
<td><strong>2.09</strong></td>
<td><strong>12.26</strong></td>
<td></td>
</tr>
<tr>
<td><strong>% Increase over previous year</strong></td>
<td><strong>2.57%</strong></td>
<td><strong>8.72%</strong></td>
<td><strong>11.66%</strong></td>
<td><strong>9.24%</strong></td>
<td><strong>4.76%</strong></td>
<td><strong>26.69%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Per hour</strong></td>
<td><strong>4.03</strong></td>
<td><strong>4.13</strong></td>
<td><strong>4.49</strong></td>
<td><strong>5.02</strong></td>
<td><strong>5.48</strong></td>
<td><strong>5.74</strong></td>
<td><strong>7.28</strong></td>
</tr>
</tbody>
</table>

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>
</tr>
</tbody>
</table>

**Average Per Day*** 30.43

*Per Day = (52 weeks X 5-days week)-10 holidays = 250 days

### 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>1242</td>
<td>634.91%</td>
</tr>
<tr>
<td>FY14</td>
<td>350</td>
<td>2862</td>
<td>130.43%</td>
</tr>
<tr>
<td>FY15</td>
<td>161</td>
<td>5232</td>
<td>82.81%</td>
</tr>
<tr>
<td>FY16</td>
<td>175</td>
<td>5792</td>
<td>10.70%</td>
</tr>
<tr>
<td>FY17</td>
<td>277</td>
<td>6773</td>
<td>16.94%</td>
</tr>
<tr>
<td>FY18</td>
<td>436</td>
<td>7607</td>
<td>58.29%</td>
</tr>
</tbody>
</table>

**Average Per Day*** 1.74

## DRS Service Demand

### DRS Service Demand

<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>30</td>
<td>197</td>
<td>17.96%</td>
</tr>
<tr>
<td>FY14</td>
<td>153</td>
<td>350</td>
<td>77.66%</td>
</tr>
<tr>
<td>FY15</td>
<td>-189</td>
<td>161</td>
<td>-54.00%</td>
</tr>
<tr>
<td>FY16</td>
<td>14</td>
<td>175</td>
<td>8.70%</td>
</tr>
<tr>
<td>FY17</td>
<td>102</td>
<td>277</td>
<td>58.29%</td>
</tr>
<tr>
<td>FY18</td>
<td>159</td>
<td>436</td>
<td>57.40%</td>
</tr>
</tbody>
</table>

**Average Per Day*** 1.74

*Per Day = (52 weeks X 5-days week)-10 holidays = 250 days
# Zoning Counter Customer Demand Summary

FY17 and FY18

<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>
<tr>
<td>Feb, 2017</td>
<td>986</td>
<td>7.93</td>
<td>2.3</td>
</tr>
<tr>
<td>Mar, 2017</td>
<td>1105</td>
<td>8.35</td>
<td>6.15</td>
</tr>
<tr>
<td>Apr, 2017</td>
<td>1039</td>
<td>9.46</td>
<td>6.16</td>
</tr>
<tr>
<td>May, 2017</td>
<td>1058</td>
<td>9.55</td>
<td>6.2</td>
</tr>
<tr>
<td>Jun, 2017</td>
<td>1068</td>
<td>9.47</td>
<td>6.33</td>
</tr>
<tr>
<td>Jul, 2017</td>
<td>874</td>
<td>8.90</td>
<td>6.52</td>
</tr>
<tr>
<td>Aug, 2017</td>
<td>1065</td>
<td>7.32</td>
<td>6.26</td>
</tr>
<tr>
<td>Sep, 2017</td>
<td>706</td>
<td>7.93</td>
<td>6.37</td>
</tr>
<tr>
<td>FY17 Average</td>
<td>972</td>
<td>7.86</td>
<td>4.58</td>
</tr>
<tr>
<td>Nov, 2017</td>
<td>1261</td>
<td>10.56</td>
<td>4.41</td>
</tr>
<tr>
<td>Dec, 2017</td>
<td>840</td>
<td>8.32</td>
<td>1.31</td>
</tr>
<tr>
<td>Jan, 2018</td>
<td>1051</td>
<td>9.17</td>
<td>1.56</td>
</tr>
<tr>
<td>Feb, 2018</td>
<td>1054</td>
<td>9.59</td>
<td>1.58</td>
</tr>
<tr>
<td>Mar, 2018</td>
<td>1243</td>
<td>9.13</td>
<td>1.55</td>
</tr>
<tr>
<td>Apr, 2018</td>
<td>1170</td>
<td>9.31</td>
<td>1.5</td>
</tr>
<tr>
<td>May, 2018</td>
<td>1159</td>
<td>10.16</td>
<td>1.62</td>
</tr>
<tr>
<td>Jun, 2018</td>
<td>1063</td>
<td>10.90</td>
<td>1.59</td>
</tr>
<tr>
<td>Jul, 2018</td>
<td>1000</td>
<td>9.29</td>
<td>1.38</td>
</tr>
<tr>
<td>Aug, 2018</td>
<td>1246</td>
<td>10.50</td>
<td>1.64</td>
</tr>
<tr>
<td>Sep, 2018</td>
<td>1085</td>
<td>10.60</td>
<td>1.76</td>
</tr>
<tr>
<td>FY18 Average</td>
<td>1188</td>
<td>9.75</td>
<td>2.18</td>
</tr>
<tr>
<td>% Change FY17 to FY18</td>
<td>22%</td>
<td>24%</td>
<td>-52%</td>
</tr>
</tbody>
</table>

* in minutes
<table>
<thead>
<tr>
<th>Local Government</th>
<th>Zoning review</th>
<th>proposed fee comparison table</th>
<th>Variance</th>
<th>Variance reduced seatback</th>
<th>Zoning review of construction plans</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of St. Petersburg</td>
<td>Proposed fee comparison table</td>
<td></td>
<td>Variance</td>
<td>Variance reduced seatback</td>
<td>Zoning review of construction plans</td>
</tr>
<tr>
<td>City of St. Petersburg</td>
<td>Proposed</td>
<td>$50</td>
<td>$1,250</td>
<td>$100</td>
<td>$50 1st, $100 each additional</td>
</tr>
<tr>
<td>City of St. Petersburg</td>
<td>Current</td>
<td>$40</td>
<td>$1,000</td>
<td>$0</td>
<td>$15,000 sqft, $200 per acre, $1,000</td>
</tr>
<tr>
<td>City of Tampa</td>
<td>$3,446 to $12,163</td>
<td>$40</td>
<td>$1,000</td>
<td>$200</td>
<td>$5,410</td>
</tr>
<tr>
<td>Pinellas County</td>
<td>$3,141 3 acres or less</td>
<td>$50</td>
<td>$250</td>
<td>$0</td>
<td>$725, plus $200 for each additional</td>
</tr>
<tr>
<td>City of Bradenton</td>
<td>$1,300, plus $300 hearing sign</td>
<td></td>
<td>$20</td>
<td>$2,000</td>
<td>$250, plus $200 for each additional</td>
</tr>
<tr>
<td>Hillsborough County</td>
<td>$460</td>
<td>$5,125</td>
<td>$1,450</td>
<td>$7,200</td>
<td>$1,900</td>
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<tr>
<td>Manatee County</td>
<td>$7,200</td>
<td>$300</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>City of Sarasota</td>
<td>$460</td>
<td>$500</td>
<td></td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>City of Clearwater</td>
<td>No fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Largo</td>
<td>$500</td>
<td></td>
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<tr>
<td>City of Pinellas Park</td>
<td>$765</td>
<td>$20</td>
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</tr>
</tbody>
</table>

Prepared by: Planning & Development Services Department
Updated 1/1/18
Good morning,

As a follow-up to last week’s BFT meeting, below is additional information which was requested. Please let me know if any additional information is needed, or if any of the council members would like to schedule a follow-up meeting with me.

I am working with legal to determine if their schedule will allow us to bring this back to Council on January 3rd for first reading and January 17th for public hearing and second reading. If not January, we will bring it in February.

Additional Questions or Requests for Information:

1. **What is the total budget for DRS team vs. fees collected?**

   FY18 total DRS revenues = $416,903.50
   FY19 approximate DRS budgeted costs = $952,116*
   *Includes sharing common unallocated expenses in PDS Admin budget (50% generally, with the exception of consulting services – 0%)

   Approximate cost coverage from fees = 43.8%

2. **Please provide additional DRS performance metrics:**

   The following data was derived from reviewing customer service survey’s for the last three fiscal years. The number of negative surveys has decreased, with the increase in new staff.

   **FY16 (10/1/15 – 9/30/16)**
   Total Number of Surveys: 72
   Good: 69
   Bad: 3*

   *Comments:
   - Not answering phones; not returning voice mail messages
   - Use last names; people in line with same first names created confusion and caused one client to be skipped
   - No comments listed

   **FY17 (10/1/16 - 9/30/17)**
   Total Number of Surveys: 96
   Good: 94
   Bad: 2*

   *Comments:
   - Short staffed at counter; took 30 minutes to pick up a form
   - Need additional printers; waited 15 minutes to pick up a form
FY 18 (10/1/17 – 9/30/18)

Total Number of Surveys: 82
Good: 82
Bad: 0

A review of the queuing system data demonstrated that the wait times increased slightly from about 8 minutes to 10 minutes, and the queue length decreased from 4 to 2.
The increase in wait time could be a reflection of the complexity of the service transactions handled by staff.

DRS Zoning Counter Service Report

<table>
<thead>
<tr>
<th>Month</th>
<th>Wait Time</th>
<th>Queue Length</th>
<th>Customers Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct, 2016</td>
<td>4.90</td>
<td>2.08</td>
<td>943</td>
</tr>
<tr>
<td>Nov, 2016</td>
<td>6.47</td>
<td>2.11</td>
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<td>9.46</td>
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<td>706</td>
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Staff information:
DRS Full time positions:
FY 15: 8
FY 16: 9
FY 17: 9
FY 18: 10
FY 19: 11
% Change = 37.5%

As compared to Construction Services & Permitting Full time positions:
FY 15: 44.55
FY 16: 49.55
FY 17: 49.55
FY 18: 53.55
FY 19 62.55
% Change = 40.4%

Best Regards,
Elizabeth Abernethy, AICP
Director
Planning & Development Services Department
City of St. Petersburg
P.O. Box 2842, St. Petersburg, FL 33731
O: 727-893-7868 E: Elizabeth.Abernethy@stpete.org

Please note all emails are subject to public records law.
February 1, 2019

To: City of St. Petersburg
Re: Variance Appeal Fee

In response to feedback CONA has received from many Neighborhood Associations, we are requesting the current variance appeal fee be reduced to $100.00 or $150.00.

We understand – and agree – that a fee-based process helps to avoid and prevent frivolous appeals; however, the current fee of $250.00 is excessive and falls outside the affordability parameters of many residents.

Please feel free to reach out to me directly with any questions regarding this request.

Thank you for your attention and consideration.

Kind regards,

Jennifer A. Joern
CONA, President
president@stpetecona.org
c: 727-692-4312
The following page(s) contain the backup material for Agenda Item: Ordinance 360-H amending the Industrial General (IG) land use category definition in the Future Land Use Element of the Comprehensive Plan, recognizing outdoor performing arts venues as a Commercial Recreation use with no acreage limitation and amending Chapter 16, City Code of Ordinances (Land Development Regulations), adding outdoor performing arts venue as a Special Exception use in the Industrial Traditional (IT) zoning district. (City Files LGCP-2018-02 & LDR-2018-03)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 21, 2019

TO: The Honorable Chair, and Members of City Council

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

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

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

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: None to date.

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

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

City Council Action: On January 3, 2019, City Council conducted the first reading and public hearing for the proposed ordinance, approving transmittal of the proposed amendment for expedited external agency review, and set the second reading and adoption public hearing for February 21, 2019.

External Agency Review: The proposed ordinance and staff report were transmitted to the following entities for review: Florida Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT, District 7), Florida Department of State, Florida Department of Education, Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), Tampa Bay Regional Planning Council (TBRPC) and the Pinellas
County Planning Department. To date, no substantive comments have been received.

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

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

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

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

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

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

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

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

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

Suburban tier – not applicable (non-conforming)

Downtown tier – not applicable (non-conforming)

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

Section 16.50.235. – Outdoor Performing Arts Venue

16.50.235.1 – Purpose and Intent

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

16.50.235.2 – Establishment

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

16.50.235.3 – Development Standards

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

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

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

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

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

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

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

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

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

Approved as to Form:

[Signature]
City Attorney (Designee)
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
November 13, 2018

Approved as written 12/11/18

PUBLIC HEARING

A. City File LGCP-2018-02

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

Staff Presentation

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

Public Hearing

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

Executive Session

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

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

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

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

Motion passed by a vote of 6 to 0.

Mr. Kilborn explained that there is a companion application to amend Chapter 16 of the LDRs required to go through the DRC and they will be reviewing the normal site plan details that are codified in Chapter 16. If both applications are approved, it will still be a special exception use with a special exception application required to be reviewed by DRC as well.
City File: LGCP 2018-02
Outdoor Performing Arts Venue

This is a private application requesting that the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the following text amendment to the Comprehensive Plan pertaining to the Industrial General land use category.

APPLICANT INFORMATION

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

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

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

REQUEST

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

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

LGCP 2018-02: PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

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

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

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

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

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

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

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

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

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

Current Countywide Rules definition:

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

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

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

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

**CONSISTENCY with the COMPREHENSIVE PLAN**

The Comprehensive Plan contains the following Industrial Corridor Recommendations:

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

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

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

- **LU 3.4.C.2, (proposed for amendment) Industrial General (IG) Future Land Use Category -** Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. Recognized as a commercial recreation use, an outdoor performing arts venue shall be allowed as a primary use with no acreage limitation.

- **LU3.26** Land development regulations shall provide performance standards that ensure compatibility with surrounding uses.

- **LU3.26.a** Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time: 1) vacant or underutilized land; 2) vacant or underutilized buildings; 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations

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

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

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

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

- **Policy LU 21.1:** The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions.
to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

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

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

### PUBLIC NOTICE

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

### PUBLIC HEARING PROCESS

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

### SUMMARY

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

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

### RECOMMENDATION

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

### ATTACHMENTS

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

Application
August 24, 2018

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

Re: Amendments to the Comprehensive Plan and Land Development Regulations

Dear Mr. Kilborn,

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

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

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

THE DOME INDUSTRIAL PARK PERFORMING ARTS PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

[Signature]

Kevin F. Beck, Esq.
AFFIDAVIT TO AUTHORIZE AGENT

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

Property Owner's Name: Bob Beaman

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

415 20th Street South

Property Address: ____________________________

24-31-16-18378-000-0370 and 24-31-16-00000-320-0800

Parcel ID No.: ____________________________

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

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

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

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

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

Signature (owner): ____________________________ 

Sworn to and subscribed on this date

Identification or personally known: ____________________________ 

Notary Signature: ____________________________ 

Commission Expiration (Stamp or date):

City of St. Petersburg – One 4th Street North – PO Box 2842 – St. Petersburg, FL 33731 – (727) 893-7471

www.stpete.org/idr
ATTACHMENT NO. 2

City-wide IT Zoning Map
City-wide Industrial Traditional (IT) Zoning District
City of St. Petersburg
Planning and Development Services Department
Staff Report to the Development Review Commission
Prepared by the Planning & Economic Development Department,
Urban Planning and Historic Preservation Division

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

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

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

APPLICANT INFORMATION

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

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

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

REQUEST

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

**BACKGROUND**

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

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

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

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

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

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

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

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

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

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

Section 16.50.235. – Outdoor Performing Arts Venue

16.50.235.1 – Purpose and Intent

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

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

16.50.235.3 – Development Standards

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

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

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

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

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

Overview of the Regulatory Review Process

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

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

Application Proposal

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

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

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

**CONSISTENCY and COMPATIBILITY WITH COMPREHENSIVE PLAN**

The Comprehensive Plan contains the following Industrial Corridor Recommendations:

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

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

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

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

- **LU 3.1.C.2. (proposed for amendment) Industrial General (IG) Future Land Use Category** - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory. Recognized as a commercial recreation use, an outdoor performing arts venue shall be allowed as a primary use with no acreage limitation.

- **LU3.26** Land development regulations shall provide performance standards that ensure compatibility with surrounding uses.

- **LU3.26.a** Plan amendment applications that propose changing underperforming industrially designated areas (Industrial General or Industrial Limited) to a non-industrial designation may be favorably considered if one or more of the following characteristics exist over an extended period of time: 1) vacant or underutilized land; 2) vacant or underutilized buildings; 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects; and 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.
Policy LU 3.4: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

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

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

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

Policy LU 21.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

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

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

CONSISTENCY with the COUNTYWIDE PLAN:

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

2.3.3.9 Category/Symbol – Industrial (I).

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

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

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

Current Countywide Rules definition:

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

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

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

**PUBLIC HEARING PROCESS**

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

**SUMMARY**

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

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

**RECOMMENDATIONS**

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

**ATTACHMENTS**

1. Application .......................................................... Page
2. Map Series .......................................................... Page
The following page(s) contain the backup material for Agenda Item: Private- initiated application amending the Future Land Use Map designation of a 0.688-acre portion of a parcel located at 1801 62nd Avenue North. There are no Official Zoning Map changes proposed. (City File FLUM-53) Please scroll down to view the backup material.
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 to Residential Urban.

RESOLUTION_______ transmitting the proposed Future Land Use Map amendment to Forward Pinellas, in its role as the Pinellas Planning Council (PPC) for a consistency review with the Countywide Plan.

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.

City Council Action: On February 7, 2019, City Council conducted the first reading of the proposed ordinance and set the second reading and adoption public hearing for February 21, 2019.

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

Attachments: Ordinance, Resolution, 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)

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

ASSISTANT CITY ATTORNEY
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

[Signatures]

PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE

ASSISTANT CITY ATTORNEY DATE
I. OPENING REMARKS OF CHAIR AND SWEARING IN OF WITNESSES

II. ROLL CALL

III. MINUTES
Minutes approved as written by a unanimous vote of the Commission.

IV. PUBLIC HEARING
A. City File FLUM-53 -- 1801 62nd Avenue North

QUASI-JUDICIAL HEARING
B. DEFERRAL – City File HPC 18-90300010 was deferred to March 12, 2019, at the joint request of the property owner and applicant. 774 36th AVE N.

V. NOMINATION & ELECTION OF CHAIR AND VICE-CHAIR

VI. CPPC MEMBER-STAFF COMMENTS, ANNOUNCEMENTS

VII. ADJOURN – Meeting adjourned at 2:45 PM
AGENDA ITEM NO. IV A  CITY FILE FLUM-53

REQUEST: Owner-initiated request to amend the Future Land Use Map designation from Institutional to Residential Urban. There are no Official Zoning Map changes proposed.

OWNER: Robert Bresemann  
1801 62nd Avenue North  
St. Petersburg, FL

AGENT: West FLA Developers Group Inc. (Joe NX) Pres.  
2832 West Vina Del Mar Blvd.  
St. Pete Beach, FL  33706

ADDRESS: 1801 62ND AVENUE NORTH

PARCEL ID NO.: 36-30-16-56885-001-0010

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Suburban Single Family (NS-1)

PRESENTATIONS: Britton Wilson made a presentation based on the Staff Report.

PUBLIC HEARING: No speakers were present.

MOTION #1: Approval of an Owner-initiated request to amend the Future Land Use Map designation from Institutional to Residential Urban.

VOTE: Approved by a unanimous vote of the Commission.

ACTION TAKEN ON FLUM-53: Approval of Owner-initiated request to amend the Future Land Use Map designation from Institutional to Residential Urban; Approved by unanimous vote of the commission.
AGENDA ITEM NO. V  Nomination & Election of Chair and Vice Chair

MOTION #1: Commissioner Jeff Rogo was nominated and elected into the position of Chair for the term 2/1/2019 - 1/31/2020.

VOTE: Approved by a unanimous vote of the Commission.

MOTION #1: Christopher Burke was nominated and elected into the position of Vice Chair for the term 2/1/2019 - 1/31/2020.

VOTE: Approved by a unanimous vote of the Commission.
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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
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</thead>
<tbody>
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<td>18016 62nd Ave N, St. Petersburg, FL 33702</td>
</tr>
<tr>
<td>Parcel ID Number:</td>
<td>36-30-16-56885-001-0010 (portion of)</td>
</tr>
<tr>
<td>Acreage:</td>
<td>0.688 acres</td>
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<tr>
<td>Zoning:</td>
<td>Neighborhood Suburban Single Family – 1 (NS-1)</td>
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<td>Proposed Future Land Use:</td>
<td>Residential Urban (RU), allowing up to 7.5 du/acre</td>
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<td>Existing Future Land Use:</td>
<td>Institutional (I)</td>
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<tr>
<td>Existing Countywide Plan Map:</td>
<td>Public/Semi-Public (PSP)</td>
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<tr>
<td>Proposed Countywide Plan Map:</td>
<td>Residential Low Medium (RLM)</td>
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<td>Existing Use:</td>
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<td>Surrounding Uses:</td>
<td>North, East and West – Single Family Residential</td>
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<tr>
<td>Neighborhood Association:</td>
<td>Meadowlawn Marlene Murray, President</td>
</tr>
<tr>
<td></td>
<td>No Neighborhood Plan</td>
</tr>
</tbody>
</table>

**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.
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 in 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
Unincorporated Pinellas County

FUTURE LAND USE

CITY FILE

FLUM-53

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

SCALE: 1" = 203'

SUBJECT AREA
To: RLM (Residential Low Medium)

SUBJECT AREA

AVEN LM

66TH AVEN

RLM

RLM

P/SP

P/SP

63RD AVE N

COUNTYWIDE PLAN MAP

CITY FILE

FLUM-53

From: P/SP (Public/Semi-Public)

To: RLM (Residential Low Medium)

SCALE: 1" = 203'

SUBJECT AREA

Unincorporated Pinellas County
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: *1/2/18*
Street Address: 1801 62nd Ave N
Parcel ID or Tract Number: 36-30-16-56885-001-0010
Zoning Classification: Present: _I_ Proposed: R/U
Future Land Use Plan Category: Present: _P/SP_ Proposed: _RLM_

NAME of APPLICANT (Property Owner):

Street Address: 2832 W. VINA DELMAR BLVD
City, State, Zip: ST PETERSBURG, FL 33706
Telephone No: 727-687-8555
Email Address: JNIX.E.BHS.FLP.COM

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

Specify Interest Held: Hope Lutheran - EDMUND LA FRANCE
Is such Interest Contingent or Absolute: ABSOLUTE
Street Address: 1801 62nd Ave N
City, State, Zip: ST PETERSBURG
Telephone No: 727-458-6290
Email Address: ELFRANGLAMPAPAAY.RR.COM

NAME of AGENT OR REPRESENTATIVE:

Street Address: 1801 62nd Ave N
City, State, Zip: ST PETERSBURG
Telephone No: 727-458-6290
Email Address: BOBRESEMANN @ 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 $2,000.00

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: 1/2/18

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

UPDATED 08-23-2012
PROPERTY INFORMATION:

Street Address: 1801 62nd Ave N
Parcel ID or Tract Number: 36-30-16-56885-001-001
Square Feet: 30,000 SF
Acreage: 1.678

Request: Change from I to R/U

The applicant is of the opinion that this request would be an appropriate land use and 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: HUGE 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.: 36-30-15-56885-001-0010

Request: DIVIDE VACANT ADJOINING LAND INTO 4 BUILDABLE LOTS
MODIFICATION TO EXISTING SPECIAL EXCEPTION: SUBDIVIDING THE NORTH 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): DOE 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: 

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

Notary Public - State of Florida
Commission # 66-007090
My Comm. Expires Jun 29, 2020
Boasted through National Notary Assn.

City of St. Petersburg - Civic Center
465 1st Street North - PO Box 2842 - St. Petersburg, FL 33702-2842 - (727) 893-7471
www.stpete.org/n

Page 3 of 10
The following page(s) contain the backup material for Agenda Item: Approving an allocation increase for Fuel, Marine Grade, with Palmdale Oil Company, Inc. for the Marina, in the amount of $200,000, for a total contract amount of $3,382,870.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving an allocation increase for Fuel, Marine Grade, with Palmdale Oil Company, Inc. for the Marina, in the amount of $200,000, for a total contract amount of $3,382,870.


Due to an increase in recreational boating activities, the current allocation is expected to exceed the total contract amount prior to a new contract award. Therefore, an increase in allocation in the amount of $200,000 is requested.

The vendor furnishes and delivers marine grade gasoline and diesel fuel to the St. Petersburg Marina. This fuel is used for resale to the general boating public at the St. Petersburg Marina and to the Marine Unit of the Police Department.

The Procurement and Supply Management Department, in cooperation with the St. Petersburg Marina, recommends for renewal:

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<tr>
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<tr>
<td>Total agreement amount</td>
<td>$3,382,870</td>
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Cost/Funding/Assessment Information: Funds have been previously appropriated in the Marina Operating Fund (4041), Enterprise Facilities department Marina division (282.1885); and the General Fund (0001), Police Department, Traffic & Marine division (140.1477).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $200,000 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT, AS RENEWED, WITH PALMDALE OIL COMPANY, INC. FOR MARINE GRADE FUEL; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $3,382,870; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2014, City Council approved a three-year blanket purchase agreement ("Agreement") with two one-year renewal options for Palmdale Oil Company, Inc. to provide marine grade fuel for the Marina; and

WHEREAS, on June 1, 2014, City Council approved the first renewal option and on June 7, 2018, City Council approved the second and final renewal option; and

WHEREAS, an additional increase to the allocation for the Agreement, as renewed, in the amount of $200,000 is necessary due to an increase in recreational boating activities; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the increase in the amount of $200,000 to the allocation for the Blanket Purchase Agreement, as renewed, with Palmdale Oil company, Inc., for marine grade fuel is hereby approved;

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $3,382,870.

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]
City Attorney (Designee)
00427552
The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for Microsoft licenses from SHI International Corp. for the Department of Technology Services, in the amount of $43,691.04, for a total contract amount of $2,198,200.95. 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 for Microsoft licenses from SHI International Corp. for the Department of Technology Services, in the amount of $43,691.04, for a total contract amount of $2,198,200.95.

Explanation: This purchase is being made from Florida State Contract No. 43230000-15-02.

On February 1, 2018, City Council approved a three-year agreement for Microsoft licenses from SHI International Corp., paid in three annual installments, for a total cost of $2,154,509.91. Due to an increase in Microsoft Enterprise software licenses required for new employees, including licenses for products such as Office 365, Project Online, and Visio Online, an increase in allocation of $43,691.04 is requested for the second-year payment of $782,216.01.

The vendor provides Enterprise software licenses for Microsoft Office 365 users, including Archiving and Enterprise Mobility & Security Services. These provide access to the Microsoft Exchange email system in the cloud, Microsoft Office products, including Word, Excel, PowerPoint, SharePoint, Enterprise Mobility & Security protection, Advanced Threat Analytics and unlimited storage for archival of emails and eDiscovery.

This purchase also includes the Virtual Desktop Access (VDA) licenses for the City’s virtual desktop users, the on-premises license for SharePoint, which hosts the City’s Intranet, and Software Assurance for the SQL Server Enterprise environment used by the Police Department’s Intergraph CAD/RMS system. The City utilizes the Intergraph software to provide services for Police Dispatch and Records Management Systems.

The Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends renewal, utilizing Florida State Contract No. 43230000-15-02:

<table>
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<tr>
<th>SHI International Corp. (Somerset, NJ)</th>
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<td>Total agreement amount</td>
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Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011) Department of Technology Services, Network Support Division (850-2565).

Attachments: Quote (3 pages)  
Resolution

Approvals:

[Signature] Administrative  
[Signature] Budget
## CITY OF SAINT PETERSBURG

**Muslim Gadiwalla**  
1 4th Street North  
St. Petersburg, FL 33701  
UNITED STATES  
Phone: (727) 893-7057  
Fax:  
Email: Muslim.Gadiwalla@stpete.org

All Prices are in US Dollar (USD)

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| 1 M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr  
Microsoft - Part#: AAA-10756  
Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services 
Contract #: 43230000-15-02  
Coverage Term: 2/1/2019 – 1/31/2020  
Note: Annual payment Year 2 | 1310 | $336.72 | $441,103.20 |
| 2 M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr  
Microsoft - Part#: AAA-10756  
Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services 
Contract #: 43230000-15-02  
Coverage Term: 2/1/2019 – 1/31/2020  
Note: Annual payment Year 2 | 75 | $336.72 | $25,254.00 |
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Microsoft - Part#: AAA-10756  
Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services 
Contract #: 43230000-15-02  
Coverage Term: 2/1/2019 – 1/31/2020  
Note: Annual payment Year 2 | 84 | $176.68 | $14,841.12 |
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Microsoft - Part#: U4S-00002  
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| 5 O365GCCE3 ShrdSvr ALNG SU MVL O365GCCE1 PerUsr  
Microsoft - Part#: AAA-11919  
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Note: Annual payment Year 2 | 100 | $131.52 | $13,152.00 |
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The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.
RESOLUTION NO. 2019-_____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $43,691.04 TO THE ALLOCATION FOR THE AGREEMENT WITH SHI INTERNATIONAL CORP., FOR MICROSOFT LICENSING FOR THE DEPARTMENT OF TECHNOLOGY SERVICES DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $2,198,200.95; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2018, City Council approved a three-year agreement ("Agreement") with SHI International Corp., for Microsoft licenses for the Department of Technology Services at a total cost of $2,154,509.91 (to be paid in three annual installments); and

WHEREAS, an increase in amount of $43,691.04 to the allocation for the Agreement is necessary due to an increase in Microsoft Enterprise software licenses required for new employees; and

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

NOW THEREFORE BE IT RESOLVED that an increase in the amount of $43,691.04 to the allocation for the Agreement with SHI International Corp. for Microsoft licensing for the Department of Technology Services is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $2,198,200.95.

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)

00428007
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with the Boys and Girls Clubs of the Suncoast, Inc. ("Licensee"), a Florida not-for-profit corporation, to redefine the premises within City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, to reflect the change in the Licensee’s overall use of the Center, among other changes. Please scroll down to view the backup material.
TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with the Boys and Girls Clubs of the Suncoast, Inc. ("Licensee"), a Florida not-for-profit corporation, to redefine the premises within City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, to reflect the change in the Licensee’s overall use of the Center, among other changes; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On December 14, 2017, City Council approved, via Resolution No. 2017-699, a license agreement for a three (3) year term ("License") with the Boys and Girls Clubs of the Suncoast, Inc. for its use of ±2,290 square feet of space for three (3) classrooms within the Dwight H. Jones Neighborhood Center ("Center"), including the non-exclusive use of common areas and the auditorium within the Center.

Real Estate & Property Management received a request from the Center manager to amend the License with the Boys and Girls Clubs of the Suncoast, Inc. ("Licensee") to redefine the licensed premises to include additional areas for the Licensee’s program, thereby reflecting the accuracy of the total square footage being utilized by the Licensee.

The Licensee has executed a First Amendment to the License to redefine the licensed premises, use times, and utility expense associated with the Licensee’s overall use of the Center, among other changes, as follows (see attached Illustration):

- **Exclusive Use:** The Licensee shall have exclusive of three (3) classrooms (±2,115 square feet) and a storage room adjacent to the kitchen (±125 square feet), totaling ±2,240 square feet.

- **Non-exclusive Use:** The Licensee shall have non-exclusive use of the common areas of the Center at all reasonable times, and the kitchen on Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. The City and the Pinellas Opportunity Council shall have access to, and the right to use, the kitchen and all appliances located therein at all times.

- **Limited Use:** The Licensee shall have limited use of the auditorium on Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. The City may grant exclusive use of the auditorium to elections personnel or officials to be utilized as a public polling location. At these times, Licensee shall not have access to the
auditorium space. The City shall also have the right to use the auditorium at all times the Licensee is not granted limited use of the auditorium, as set forth above. In addition, the City shall have exclusive use of the auditorium, during Licensee’s normal scheduled time, up to fifteen (15) times per year during the Term upon reasonable notice to Licensee, to hold various events and functions. Per the terms of a previous agreement, the Methodist Town Neighborhood Association shall have exclusive use of the auditorium two (2) weekday evenings per month, from 6:00 p.m. to 8:30 p.m., for its meetings as scheduled from time to time.

- **Utilities and other expenses:** The Licensee shall pay the City a monthly average utility reimbursement of $1,000 to reflect the increase in utility expense at the Center for the Licensee's overall use of space of the Center, in addition to payment of an Additional License Fee of $75 per month to cover the cost of janitorial supplies (paper towels, toilet paper and hand soap).

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with Boys and Girls Clubs of the Suncoast, Inc ("Licensee"), a Florida not-for-profit corporation, to redefine the premises within City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, to reflect the change in the Licensee's overall use of the Center, among other changes; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**APPROVALS:**

Administration: [Signature]  
Budget: N/A  
Legal: [Signature]  
(As to consistency w/attached legal documents)
Resolution No. 2019 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH THE BOYS AND GIRLS CLUBS OF THE SUNCOAST, INC ("LICENSEE"), A FLORIDA NOT-FOR-PROFIT CORPORATION, TO REDEFINE THE PREMISES WITHIN CITY-OWNED DWIGHT H. JONES NEIGHBORHOOD CENTER LOCATED AT 1035 BURLINGTON AVENUE NORTH, ST. PETERSBURG, TO REFLECT THE CHANGE IN THE LICENSEE’S OVERALL USE OF THE CENTER, AMONG OTHER CHANGES; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boys and Girls Clubs of the Suncoast, Inc. ("Licensee") desires to amend its agreement with the City of St. Petersburg ("City") to redefine the licensed premises within the Dwight H. Jones Neighborhood Center ("Center"), located at 1035 Burlington Avenue North, St. Petersburg, to include additional areas for the Licensee’s program, among other changes; and

WHEREAS, the Licensee has executed a First Amendment to the License Agreement to redefine the licensed premises, use times, and utility expense associated with the Licensee’s overall use of the Center as follows:

- **Exclusive Use:** The Licensee shall have exclusive of three (3) classrooms (±2,115 square feet) and a storage room adjacent to the kitchen (±125 square feet), totaling ±2,240 square feet.

- **Non-exclusive Use:** The Licensee shall have non-exclusive use of the common areas of the Center at all reasonable times, and the kitchen on Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. The City and the Pinellas Opportunity Council shall have access to, and the right to use, the kitchen and all appliances located therein at all times.

- **Limited Use:** The Licensee shall have limited use of the auditorium on Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m. The City may grant exclusive use of the auditorium to elections personnel or officials to be utilized as a public polling location. At these times, Licensee shall not have access to the auditorium space. The City shall also have the right to use the
auditorium at all times the Licensee is not granted limited use of the auditorium, as set forth above. In addition, the City shall have exclusive use of the auditorium, during Licensee’s normal scheduled time, up to fifteen (15) times per year during the Term upon reasonable notice to Licensee, to hold various events and functions. Per the terms of a previous agreement, the Methodist Town Neighborhood Association shall have exclusive use of the auditorium two (2) weekday evenings per month, from 6:00 p.m. to 8:30 p.m., for its meetings as scheduled from time to time.

- **Utilities and other expenses:** The Licensee shall pay the City a monthly average utility reimbursement of $1,000 to reflect the increase in utility expense at the Center for the Licensee’s overall use of space of the Center, in addition to payment of an Additional License Fee of $75.00 per month to cover the cost of janitorial supplies (paper towels, toilet paper and hand soap).

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 First Amendment to the License Agreement with the Boys and Girls Clubs of the Suncoast, Inc ("Licensee"), a Florida not-for-profit corporation, to redefine the premises within City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, to reflect the change in the Licensee’s overall use of the Center, among other changes; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:  
City Attorney (Designee)

APPROVED BY:  
Chris E. Ballestra, Director  
Enterprise Facilities

APPROVED BY:  
Alfred G. Wendler, Director  
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South, St. Petersburg, within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate fee of $36.00; and waiving the reserve for replacement requirement for City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.
Please scroll down to view the backup material.
TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South, St. Petersburg, within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement for City Council Resolution No. 79-740A; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management received a request from Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. ("Licensee") to enter into a new license agreement for the use of the Vearl Scott Neighborhood Family Center located at 1201 - 7th Avenue South, St. Petersburg, on a portion of City-owned Campbell Park ("Premises"), that the Licensee has utilized for the purpose of facilitating social services to low-to moderate-income persons within the corporate limits of St. Petersburg through its Cross and Anvil Human Services program, since September 1, 2013.

The Licensee's Cross and Anvil Human Services program consists of the following services:

1) Academic Support Services (FCAT and College Preparation, Computer Skills Training, GED Assistance, and Financial Literacy);
2) Mental Health Counseling (Crisis Intervention, Individual Counseling, and Trauma Informed Care Counseling);
3) Comprehensive Youth Mentoring;
4) Veterans Services (Counseling and Employment, Housing, and Treatment Referrals); and

The Licensee has executed a new License Agreement ("Agreement") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The major business points of the Agreement are as follows:

- The aggregate fee is thirty-six dollars ($36.00) for the entire term.
- Licensee is responsible for all interior and exterior maintenance of the Premises and utilities including, but not limited to, electricity, telephone, internet, water, gas, sewerage, garbage and trash collection, in addition to applicable taxes and insurance.
- Licensee will maintain the interior and exterior of the building systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to $5,000 per occurrence.
- Subject to the availability of funds, as determined in the City's sole discretion, the City may make any repair that exceeds $5,000, with the Licensee contributing the first $5,000 per occurrence.
- City maintenance obligations are limited to repairs necessitated by structural defects in the Premises, the exterior, and amounts exceeding the specific expense caps noted above; and the City will provide for the grounds irrigation and maintenance surrounding the Premises.
- Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises.
- The Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

The Licensee is required to enter into a CDBG Agency Agreement in conjunction with the proposed Agreement. The Agreement may be terminated 1) without cause by either party with ninety (90) days written notice prior to the scheduled date of termination; 2) by the City in its sole discretion if the Licensee is not able to provide the neighborhood family center programs set forth in the Agreement; or 3) if the Licensee is in default of the CDBG Agency Agreement.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "...the organization pays operating costs plus a reserve for replacement." Due to the fact that CDBG funds were previously used in the rehabilitation of the building and the Licensee has limited financial resources, Housing & Community Development indicated that nominal rent should be charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs.

These terms and conditions are consistent with prior leases with other non-profit organizations. Under the terms of the Agreement, the City is under no obligation to provide a replacement facility under any circumstances.

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estate (NS-E).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Yorl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South, St. Petersburg, within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement for City Council Resolution No. 79-740A; and providing an effective date.

CM 190221 - 3 RE Greater Mt. Zion AME Church-Yarl Scott NFC (L-1580) 00427442
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency w/attached legal documents)
ILLUSTRATION

CAMPBELL PARK
Oliver Field

Premises

Pearl Scott Neighborhood Family Center

E.H. McLain Pool

1201 – 7th Avenue South, St. Petersburg, Florida
Resolution No. 2019 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH GREATER MT. ZION AFRICAN METHODIST EPISCOPAL CHURCH OF ST. PETERSBURG, FLORIDA, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE USE OF THE YEARS: SCOTT NEIGHBORHOOD FAMILY CENTER, LOCATED AT 1201 - 7TH AVENUE SOUTH, ST. PETERSBURG, WITHIN A PORTION OF THE CITY-OWNED CAMPBELL PARK, FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AN AGGREGATE RENT OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT FOR CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. ("Licensee") desires to continue to license the Vearl Scott Neighborhood Family Center located at 1201 - 7th Avenue South, St. Petersburg, within a portion of City-owned Campbell Park, that the Licensee has utilized for the purpose of providing holistic community services to low-to moderate-income persons within the corporate limits of St. Petersburg, since September 1, 2013; and

WHEREAS, the proposed license agreement ("Agreement") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing the Licensee with the same basic rights, responsibilities for maintenance and utilities, and privileges it has enjoyed during the preceding term, including an aggregate license fee of thirty-six dollars ($36.00) for the entire term; and

WHEREAS, the Licensee will continue to facilitate services to low-to moderate-income persons within the corporate limits of St. Petersburg through its Cross and Anvil Human Services program; and

WHEREAS, the Licensee is required to enter into a CDBG Agency Agreement in conjunction with the proposed Agreement; and

WHEREAS, the Agreement may be terminated 1) without cause by either party with ninety (90) days written notice prior to the scheduled date of termination; 2) by the City in its sole discretion if the Licensee is not able to provide the neighborhood family center programs set forth in the Agreement; or 3) if the Licensee is in default of the CDBG Agency Agreement; and
WHEREAS, due to the fact that CDBG funds were previously used in the rehabilitation of the building and the Licensee has limited financial resources, Housing & Community Development indicated that nominal rent should be charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, the Agreement is in accordance with the policies established in Resolution No. 79-740A and these terms and conditions are consistent with prior licenses with this and other non-profit organizations; and

WHEREAS, under the terms of the Agreement the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront Property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of the Vearl Scott Neighborhood Family Center, located at 1201 - 7th Avenue South, St. Petersburg, within a portion of the City-owned Campbell Park, for a period of thirty-six (36) months at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Michael J. Jeffers, Director
Parks and Recreation

APPROVED BY:

Alfred G. Wendler, Director
Real Estate & Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a Second 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 July 1, 2019.
Please scroll down to view the backup material.
TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Second 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 July 1, 2019; and to execute all documents necessary to effectuate same; and providing an effective date.

BACKGROUND:

On January 20, 2017, the City of St. Petersburg ("City") and Orange Belt Station, LLC., a Florida limited liability company ("Tenant"), entered into a Lease and Development Agreement on September 22, 2017 ("Agreement"), authorized by City Council Resolution No. 2017-520, for the development of the City-owned property described below ("Premises"):

Legal Description: Lots 1 thru 5, Block L, COLONIAL ANNEX and Lots 4 and 5, Block K, COLONIAL ANNEX, as recorded in Pinellas County Plat Book 004, Page 065.

Approx. Address: 600 - 26th Street South, St. Petersburg, Florida 33712


The Agreement provides that the Tenant shall develop ±14,000 square feet of climate-controlled space and associated parking and amenities ("Improvements") as follows: ±5,000 sq./ft. manufacturing facility, with the ability to add ±2,000 sq./ft. loft space for business expansion, to be leased for use as a craft distillery; ±2,000 sq./ft. to be leased as artist studios and galleries; ±5,000 sq./ft. to be leased as light manufacturing/office space or as otherwise allowed by zoning regulations; ±5,000 sq./ft. courtyard/event space; and parking to be dedicated in lots on the west side of 26th Street South.

In addition, the Tenant would have up to one hundred eighty (180) days after the Effective Date ("Due Diligence Period") to perform its inspections, review documents, provide the City evidence of the Tenant's financial capability to construct the Improvements, and receive City approval of the Tenant's site and building construction plans for the Improvements, as evidenced by issuance of approved building permit(s) ("Permits") for the Improvements. In the event of unexpected and unintended delays, the Tenant could request, in writing, a ninety (90) day extension of the Due Diligence Period, which was not to be unreasonably denied. Once the Due Diligence Period has ended, and without further written notice, Tenant would be deemed to have accepted the Premises in "as is" condition.

On March 13, 2018, the Tenant submitted a written request for a ninety (90) day extension of the Due Diligence Period which was subsequently granted by the City to extend the Due Diligence Period to June 19, 2018. The Tenant submitted site and building construction plans to the City,
but due to external factors, the plans were not able to be finalized prior to the end of the Due Diligence Period. On November 15, 2018, City Council approved Resolution No. 2018-582, authorizing the extension of the Due Diligence Period to March 1, 2019.

After subsequent submissions and diligent efforts by the Tenant to acquire the site and building permits for the Improvements, on January 29, 2019, Real Estate & Property Management ("REPM") received a letter from the Tenant requesting an additional extension of the Due Diligence Period to finalize the site and building plans.

At the direction of City Administration, REPM queried City departments involved in the permitting process and determined an extension to July 1, 2019 was reasonable and a second amendment to the Agreement ("Second Amendment") was created.

The Tenant has executed a Second Amendment, subject to City Council extending the Due Diligence Period to July 1, 2019, with all other terms and conditions of the Agreement to remain in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Second 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 July 1, 2019; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)
Resolution No. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND 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 JULY 1, 2019; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2017, City Council approved Resolution No. 2017-520, authorizing the thirty (30) year Lease and Development Agreement ("Agreement") with Orange Belt Station, LLC., a Florida limited liability company ("Tenant") for the use of City-owned property located at approximately 600 – 26th Street South, St. Petersburg ("Premises"), in order to construct a ±14,000 square feet of climate-controlled space and associated parking and amenities ("Improvements"); and

WHEREAS, the Premises are legally described as follows:

Lots 1 thru 5, Block L, COLONIAL ANNEX and Lots 4 and 5, Block K, COLONIAL ANNEX, as recorded in Pinellas County Plat Book 004, Page 065.

Parcel I.D. Nos.: 23-31-16-17298-012-0010 & 23-31-16-17298-011-0040; and

WHEREAS, under the Agreement executed on September 23, 2017 ("Effective Date"), the Tenant was given up to one hundred eighty (180) days after the Effective Date ("Due Diligence Period") to perform its inspections, review documents, provide the City evidence of the Tenant’s financial capability to construct the Improvements, and receive City approval of the Tenant’s site and building construction plans for the Improvements, as evidenced by issuance of approved building permit(s) ("Permits") for the Improvements; and

WHEREAS, on March 13, 2018, the Tenant submitted a written request for a ninety (90) day extension of the Due Diligence Period, as authorized under the Agreement, which was subsequently granted by the City to extend the Due Diligence Period to June 19, 2018; and

WHEREAS, the Tenant submitted site and building construction plans to the City, but due to external factors, the plans were not able to be finalized prior to the end of the Due Diligence Period; and

WHEREAS, on November 15, 2018, City Council approved Resolution No. 2018-582, authorizing an extension of the Due Diligence Period to March 1, 2019; and
WHEREAS, after subsequent submissions and diligent efforts by the Tenant to acquire site and building permits for the Improvements, on January 29, 2019, Real Estate & Property Management ("REPM") received a letter from the Tenant requesting an additional extension of the Due Diligence Period to finalize the site and building plans; and

WHEREAS, at the direction of City Administration, REPM queried City departments involved in the permitting process and determined an extension to July 1, 2019 was reasonable and a second amendment to the Agreement ("Second Amendment") was created; and

WHEREAS, the Tenant has executed a Second Amendment to the Agreement, subject to City Council approval, extending the Due Diligence Period to July 1, 2019, with all other terms and conditions contained in the Agreement remaining in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a Second 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 July 1, 2019; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Sophia Sorolis, Director
Economic and Workforce Development

APPROVED BY:

Alfred Wendler, Director
Real Estate & Property Management
The following page(s) contain the backup material for Agenda Item: Approving the plat of 8th Street Townhomes, located at 225 8th Street North; setting forth conditions for approval; and providing an effective date. (City File 18-20000011)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of February 21, 2019

TO: THE HONORABLE CHARLIE GERDES, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of 8TH STREET TOWNHOMES located at 225 8th Street North (Our File: 18-20000011)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create five (5) lots. This land was previously platted as one (1) lot. This plat is required to develop the property as fee-simple townhomes on the property which is zoned Downtown Center (DC-2).

The language in Condition 1 of the resolution clarifies that certain requirements may be completed after the plat is recorded. The language in Condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Location Map, Aerial, Resolution, Engineering Memorandum dated September 11, 2018

APPROVALS:

Administrative: ____________________________

Legal: ____________________________

Budget: NA
8TH STREET TOWNHOMES – Location Map
City of St. Petersburg, Florida
Planning & Economic Development Department
Case No.: 18-20000011
Address: 225 8th Street North
st.petersburg
www.stpetersburg.org
8TH STREET TOWNHOMES

A REPLAT OF LOT 4, BLOCK 4, MOFFETT'S LAKE PARK, REVISED PLAT OF BLOCK 4 AND VOLUNITY MAP, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 90 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LYING IN THE NORTH 1/2 GE SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

Sheet 1 of 2
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF 8TH STREET TOWNHOMES, LOCATED AT 225 8TH STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 18-20000011)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of 8th Street Townhomes, located at 225 8th Street North, is hereby approved, subject to the following conditions.

1. The applicants shall install the Lot Corners as required by F.S. 177 and City Code at their sole expense within one (1) year from the date of this approval. The applicant may provide a financial guarantee for this work in order to record the plat in advance of completion.

2. Comply with Engineering conditions in the memorandum dated September 11, 2018, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Economic Development Dept. 1-23-19

[Signature]
City Attorney (Designee) 1/23/19
TO: Iris Winn, Administrative Clerk, Development Services  
Jennifer Bryla, Zoning Official, Development Review Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: September 11, 2018

SUBJECT: Preliminary and Final Plat – 8th Street Townhomes

FILE: 18-20000011

LOCATION AND PIN: 225 8th Street North; 19/31/17/58428/004/0040

ATLAS: E-6

PROJECT: Preliminary and Final Plat

REQUEST: Preliminary and Final Plat – 8th Street Townhomes

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval to be completely addressed prior to the issuance of the Final Certificate of Occupancy:

SPECIAL CONDITIONS OF APPROVAL:
1. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

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

3. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil
utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

4. The scope of this project appears will trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. If required the applicant must submit drainage calculations which conform to the water quantity and the water quality requirements of Ordinance City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

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

STANDARD COMMENTS:

Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.
It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

c: Kelly Donnelly
Correspondence File
The following page(s) contain the backup material for Agenda Item: Approving a Resolution finding that $11,400.00 is an amount sufficient to pay for sidewalk maintenance of the sections of the sidewalk located within City of St. Petersburg right of way for the Sexton Elementary Sidewalk Project (“Project”), over its useful life of fifteen (15) years; authorizing a supplemental appropriation in the amount of $11,400.00 from the unappropriated balance of the General Fund (0001) to fund future sidewalk maintenance required by the Local Agency Program Agreement (“Agreement”) between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida (“City”); providing that the maintenance funds shall not need annual re-appropriations and shall be considered encumbered for the useful life of the Project with only authorized expenditures being for maintenance of the sidewalk improvements of the project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; approving the Agreement and authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities and construction engineering services of the Project in an amount not to exceed $459,148.00; authorizing a supplemental appropriation in the amount of $459,148.00 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the Sexton Elementary Sidewalk Project (15086); and providing an effective date. (FDOT Financial Project No. 434497 1 58/68 01) (ECID Project No. 17047-112; Oracle No. 15086)

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

Consent Agenda

Meeting of February 21, 2019

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

SUBJECT: Approving a Resolution finding that $11,400.00 is an amount sufficient to pay for sidewalk maintenance of the sections of the sidewalk located within City of St. Petersburg right of way for the Sexton Elementary Sidewalk Project ("Project"), over its useful life of fifteen (15) years; authorizing a supplemental appropriation in the amount of $11,400.00 from the unappropriated balance of the General Fund (0001) to fund future sidewalk maintenance required by the Local Agency Program Agreement ("Agreement") between the State of Florida Department of Transportation ("FDOT") and the City of St. Petersburg, Florida ("City"); providing that the maintenance funds shall not need annual re-appropriations and shall be considered encumbered for the useful life of the Project with only authorized expenditures being for maintenance of the sidewalk improvements of the project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; approving the Agreement and authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities and construction engineering services of the Project in an amount not to exceed $459,148.00; authorizing a supplemental appropriation in the amount of $459,148.00 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the Sexton Elementary Sidewalk Project (15086); and providing an effective date. (FDOT Financial Project No. 4344971 58/68 01) (ECID Project No. 17047-112; Oracle No. 15086)

EXPLANATION: On September 15, 2016, the City entered into a Preliminary Engineering Agreement which outlined terms and conditions incumbent upon both parties. The LAP Agreement provides $46,892.00 in funding for design activities for the Sexton Elementary Sidewalk along 19th Street North from 38th Ave North to 52nd Avenue North.

The LAP Agreement provides that the City will recoup from the FDOT all costs included in the original scope of work and any FDOT-approved supplemental services. The design work and plans have been completed by City Engineering and coordinated with City Transportation.

This new LAP Agreement provides grant funding in the amount of $459,148.00 for construction of the Sexton Elementary Sidewalk. Construction is planned to begin in October 2019.

The project includes construction of 3,350 linear feet of sidewalk along the east side of 19th Street North from 38th Avenue North to 52nd Ave N, excluding the area of 19th Street from Haines Rd to 48 Avenue North.

This project was developed under FDOT's Local Agency Program (LAP). The City received LAP certification in August 2000 to provide design, bid/award, and construction oversight services for federally funded projects within the City limits. Project costs related to construction by City staff for construction inspection activities will be borne initially by the City, and the City will recoup all related project costs from FDOT.
The City is responsible for repairing and maintaining the improvements on City property and within City rights of way throughout the service life of the Project, at an estimated cost of $11,400.00 over a 15-year life span, including the sidewalk along 19th St from 38th Avenue North to 52nd Avenue North.

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

RECOMMENDATION: Administration recommends that City Council approve the attached Resolution finding that $11,400.00 is an amount sufficient to pay for sidewalk maintenance of the sections of the sidewalk located within City of St. Petersburg right of way for the Sexton Elementary Sidewalk Project (“Project”), over its useful life of fifteen (15) years; authorizing a supplemental appropriation in the amount of $11,400.00 from the unappropriated balance of the General Fund (0001) to fund future sidewalk maintenance required by the Local Agency Program Agreement (“Agreement”) between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida (“City”); providing that the maintenance funds shall not need annual re-appropriations and shall be considered encumbered for the useful life of the Project with only authorized expenditures being for maintenance of the sidewalk improvements of the project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; approving the Agreement and authorizing the Mayor or his designee to execute the Agreement between the City and FDOT for participation by FDOT in the construction activities and construction engineering services of the Project in an amount not to exceed $459,148.00; authorizing a supplemental appropriation in the amount of $459,148.00 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the Sexton Elementary Sidewalk Project (15086); and providing an effective date. (FDOT Financial Project No. 434497 1 58/68 01) (ECID Project No. 17047-112; Oracle No. 15086)

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of $459,148.00 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the Sexton Elementary Sidewalk Project (15086). Funds for repair and maintenance will be available after the approval of a supplemental appropriation in the amount of $11,400.00 from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement, and Traffic Operation Department, Traffic Support Division (400-1265). The impact to the General Fund reserves for this appropriation will be approximately $760 per year and will be included in the Stormwater, Pavement and Traffic Operations Budget.

ATTACHMENTS: Resolution
Agreement (including Exhibits A-G)
Map

APPROVALS:  

[Signatures]  
Administrative  
Budget
A RESOLUTION FINDING THAT $11,400.00 IS AN AMOUNT SUFFICIENT TO PAY FOR SIDEWALK MAINTENANCE OF THE SECTIONS OF THE SIDEWALK LOCATED WITHIN CITY OF ST. PETERSBURG RIGHT OF WAY FOR THE SEXTON ELEMENTARY SIDEWALK PROJECT ("PROJECT") OVER ITS USEFUL LIFE OF FIFTEEN (15) YEARS; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $11,400 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO FUND FUTURE SIDEWALK MAINTENANCE REQUIRED BY THE LOCAL AGENCY PROGRAM AGREEMENT ("AGREEMENT") BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"); PROVIDING THAT THE MAINTENANCE FUNDS SHALL NOT NEED ANNUAL RE-APPROPRIATIONS AND SHALL BE CONSIDERED ENCumberED FOR THE USEFUL LIFE OF THE PROJECT WITH ONLY AUTHORIZED EXPENDITURES BEING FOR MAINTENANCE OF THE SIDEWALK IMPROVEMENTS OF THE PROJECT; FINDING THAT EXECUTION OF THE AGREEMENT SHALL NOT BE CONSIDERED AN UNLAWFUL ACT UNDER FLORIDA STATUTE §166.241; APPROVING THE AGREEMENT AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND FDOT FOR PARTICIPATION BY FDOT IN THE CONSTRUCTION ACTIVITIES AND CONSTRUCTION ENGINEERING INSPECTION SERVICES OF THE PROJECT IN AN AMOUNT NOT TO EXCEED $459,148; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $459,148 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE SEXTON ELEMENTARY SIDEWALK PROJECT (15086); AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 434497 1 58/68 01) (ECID PROJECT NO. 17047-112; ORACLE NO. 15086).

WHEREAS, the State of Florida Department of Transportation ("FDOT") has agreed to participate in the construction and the construction engineering inspection services of the Sexton Elementary Sidewalk Project ("Project"); and
WHEREAS, as a requirement for FDOT’s participation in the Project, the City of St. Petersburg, Florida ("City") must enter into a Local Agency Program Agreement ("Agreement") setting forth the obligations of FDOT and the City; and

WHEREAS, the source of the funds to be provided to the City pursuant to the Agreement by FDOT is the federal government; and

WHEREAS, federal law governing the use of such funds requires FDOT to cause a project built with such funds to be maintained for the useful life of the project; and

WHEREAS, the Agreement requires the City to maintain the Project for its useful life; and

WHEREAS, Florida Statute §166.241 provides that “...it is unlawful for any officer of a municipal government to expend or contract for expenditures in any fiscal year except in pursuance of budgeted appropriations”; and

WHEREAS, the City’s professional staff has advised the City Council that in its professional opinion the maintenance of the Project for its useful life of fifteen (15) years will cost $11,400; and

WHEREAS, City Council finds that $11,400 is an amount sufficient to pay for the maintenance of the Project over its useful life.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that $11,400.00 is an amount sufficient to pay for maintenance of the sections of the sidewalk located within City of St. Petersburg right of way for the Sexton Elementary Sidewalk Project over its useful life of fifteen (15) years.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund FY19:

<table>
<thead>
<tr>
<th>General Fund (0001)</th>
<th>$11,400</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater, Pavement, and Traffic Operation Department, Traffic Support Division (400-1265)</td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the appropriation for the maintenance of the Project shall be committed within the General Fund balance which will carry forward from year to year and shall be considered encumbered for the useful life of the Project with the only authorized expenditures from that commitment being for maintenance of the Project.

BE IT FURTHER RESOLVED that at the end of the useful life of the Project any funds remaining in the operating project for maintenance of the Project shall be returned to the City’s General Fund.

BE IT FURTHER RESOLVED that this Council finds that because sufficient funds have been appropriated and committed within the General Fund balance to fund the maintenance of the Project for its useful life, it shall not be considered an unlawful act under Florida Statute §166.241 for the
Mayor or his designee to execute the Local Agency Program Agreement ("Agreement"), between the State of Florida Department of Transportation ("FDOT") and the City of St. Petersburg ("City") for participation by FDOT in the construction activities and construction engineering inspection services of the Project.

BE IT FURTHER RESOLVED that the Agreement between the FDOT and the City for participation by FDOT in the construction activities and construction engineering inspection services of the Project in an amount not to exceed $459,148 is hereby approved and that the Mayor or his designee is authorized to execute the Agreement.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, the following supplemental appropriation for FY19:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle Pedestrian Safety Improvements Fund (3004)</td>
<td>$459,148</td>
</tr>
<tr>
<td>FDOT-LAP Sexton Elementary Sidewalk Project (15086)</td>
<td></td>
</tr>
</tbody>
</table>

This resolution shall become effective immediately upon its adoption.

Approved by:  

[Signature]

Legal Department  
By: (City Attorney or Designee)

[Signature]

Elizabeth Makofskie  
Budget Director

Approved by:  

[Signature]

Brejesh Rayman, P.E., ENV SP  
Engineering & Capital Improvements Director
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 434497 158 01
Federal No (FAIN): D718 038B
Federal Award Date: ___________________ Federal Award Date: ___________________ Federal Award Date: ______________
Fund: TA Fund: TA Fund: ___________________
FLAIR Approp: ____________________ FLAIR Approp: ____________________ FLAIR Approp: ____________________
FLAIR Obj: ____________________ FLAIR Obj: ____________________ FLAIR Obj: ____________________
County No: 15
Recipient Vendor No: F596000424044
Recipient DUNS No: 16-752-5885
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on ________________, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department’s participation in the construction and construction engineering inspection (CEI) services of Sexton Elementary-19th Street from 38th Avenue N/42nd Avenue N to south of 42nd/Haines/54th, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Recipient agrees to complete the Project on or before 11/20/2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. Project Cost:

a. The estimated cost of the Project is $459,148.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached to and incorporated in this Agreement. Exhibit "B" may be modified by mutual execution of an amendment as provided for in paragraph 5.1.

b. The Department agrees to participate in the Project cost up to the maximum amount of $459,148.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department’s participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payment. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "H", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the
Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department’s issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit “B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time,
adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit “F”, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount
claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of records of audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient’s records including financial statements, the independent auditor’s working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department’s contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:
The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "G", FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.
The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.


During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the
Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid
on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public
entity for the construction or repair of a public building or public work; may not submit bids on leases of real
property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or
consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further
been determined by the Department to be a non-responsible contractor may not submit a bid or perform
work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract,
subcontract or arrangement in connection with the Project or any property included or planned to be
included in the Project in which any member, officer or employee of the Recipient or the locality during
tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member,
officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest,
and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the
Department, may waive the prohibition contained in this paragraph provided that any such present member,
officer or employee shall not participate in any action by the Recipient or the locality relating to such
contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection
with the Project or any property included or planned to be included in any Project, and shall require its
contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years
thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its
fiscal depositaries or to any agreement for utility services the rates for which are fixed or controlled by a
governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this
Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the
provisions of any part of this Agreement to create in the public or any member thereof, a third-party
beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit
for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The
Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just
claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the
Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or
consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor shall indemnify and hold harmless
the Recipient, the State of Florida, Department of Transportation, and its officers and employees,
from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees,
to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the
contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this
paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's
sovereign immunity."

b. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this
Agreement, a general liability insurance policy or policies with a company or companies authorized to do
business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000
per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each
occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- shall
- shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1337).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing.
in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement:

m. The Recipient shall:
   
   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. Exhibits “A”, “B”, “C”, “D”, “E” and “F” are attached to and incorporated into this Agreement.

b. If this Project includes Phase 58 (construction) activities, then Exhibit “G”, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit “H”, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. State funds are used on this Project. If state funds are used on this Project, then Exhibit “I”, State Funds Addendum, is attached and incorporated into this Agreement. Exhibit “J”, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit “K”, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit “L”, Landscape Maintenance, is attached and incorporated into this Agreement.

g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit “M”, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit “N”, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit “O”, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. The following Exhibit(s) are attached and incorporated into this Agreement: ______

k. Exhibit and Attachment List
   Exhibit A: Project Description and Responsibilities
   Exhibit B: Schedule of Financial Assistance
   Exhibit C: Title VI Assurances
   Exhibit D: Recipient Resolution
   Exhibit E: Federal Financial Assistance (Single Audit Act)
   Exhibit F: Contract Payment Requirements
   * Exhibit G: FHWA Form 1273
   * Exhibit I: State Funds Addendum
   * Exhibit J: State Financial Assistance (Florida Single Audit Act)
   * Exhibit K: Advance Project Reimbursement
   * Exhibit L: Landscape Maintenance
   * Exhibit M: Roadway Lighting Maintenance
   * Exhibit N: Traffic Signal Maintenance
   * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way
* Additional Exhibit(s):

* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

By: ____________________________________________
    Name:  
    Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________________________
    Name: Richard Moss, P.E.
    Title: Director of Transportation Development

Legal Review:
Exhibit A
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT “A”
PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 434497 1 58/68 01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of St. Petersburg (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.761 MI

PROJECT DESCRIPTION: Sexton Elementary-19th Street from 38th Ave N/42nd Ave N to S of 42nd/Haines/54th
Project consists of the installation of sidewalk along east side of 19th St N from 40th Ave N northbound to 52nd Ave N with exception of existing sidewalk from Haines Rd N to 48th Ave N (600’) and from Private Alley northbound to 42nd Ave N. (125’). Existing sidewalk may need rehabilitation in some areas for ADA. Installation of new and retro-fit detectable warning surfaces.

SPECIAL CONSIDERATIONS BY RECIPIENT:

For projects off the State Highway System, the Agency will submit design plans for review and approval at 60%, 100% and final. For projects on the State Highway System, the Agency will submit design plans for all project phases. The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction checklist and the Agency’s Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Type 1 Categorical Exclusion Checklist (and Environmental Determination Form)
2. Contamination Clearance Form
3. Right of Way Certification Form
4. Rail Clear Letter
5. Permits Clear Letter
6. Utilities Clear/Coordinated Letter

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP (“Big Four”) Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division 1 Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as what type of Type 1 CE project per FDOT's PD&E Manual. This documentation must be approved by the FDOT prior to any construction related activity, including advertisement.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency will submit to the Department a copy of the signed bid contract upon execution of the document.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner.

The Agency will process a Project Closeout Package at project completion in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-300). The package must include the project final invoice, the approved Final Inspection and Acceptance form, the LAP Record of Final Plans and Documentation form (52501047), and the Materials Certification. This process must be completed and accepted by the Department prior to payment of the project Final Invoice.

CEI and material testing that requires the hiring of a consultant: The Agency will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the CEI contract. Upon execution of the contract, the agency will submit a copy of the signed document to the Department.

For projects that have participating and non-participating items, the local agency must submit a spreadsheet that depicts the federal participating and non-participating construction items with costs to account for the separate federal and local funds expenditures on all invoices submitted for the project.

Local Agency Program Information Tool (LAPIT): LAPIT is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into LAPIT before an invoice can be paid. The efficient management of Local Agency contracts is important to LAPIT’s main goal of improving communication between the Local Agency and FDOT.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by 2/22/2019.
c) Right-of-Way requirements identified and provided to the Department on 11/30/2018.
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

e) Construction contract to be let by 7/29/2019.
f) Construction to be completed by 11/20/2020.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.
# EXHIBIT "B"
## SCHEDULE OF FINANCIAL ASSISTANCE

<table>
<thead>
<tr>
<th>PHASE OF WORK By Fiscal Year</th>
<th>MAXIMUM PARTICIPATION</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(1) TOTAL PROJECT FUNDS</td>
</tr>
<tr>
<td>Design- Phase 38</td>
<td></td>
</tr>
<tr>
<td>FY:</td>
<td></td>
</tr>
<tr>
<td>(Insert Program Name)</td>
<td>$ ____</td>
</tr>
<tr>
<td>FY:</td>
<td>$ ____</td>
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<tr>
<td>FY:</td>
<td>$ ____</td>
</tr>
<tr>
<td>Total Design Cost</td>
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<tr>
<td>Right-of-Way- Phase 48</td>
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<tr>
<td>FY:</td>
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<tr>
<td>(Insert Program Name)</td>
<td>$ ____</td>
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<td>FY:</td>
<td>$ ____</td>
</tr>
<tr>
<td>FY:</td>
<td>$ ____</td>
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<tr>
<td>Total Right-of-Way Cost</td>
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<td>Construction- Phase 58</td>
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<td>FY: 2019 (Local Programs Agreement)</td>
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<tr>
<td>FY:</td>
<td>$ ____</td>
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<td>FY:</td>
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<tr>
<td>Total Construction Cost</td>
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<tr>
<td>Construction Engineering and Inspection (CEI)- Phase 68</td>
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</tr>
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<td>FY: 2019 (Local Programs Agreement)</td>
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<td>FY:</td>
<td>$ ____</td>
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<tr>
<td>FY:</td>
<td>$ ____</td>
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<tr>
<td>Total CEI Cost</td>
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<tr>
<td>(Insert Phase)</td>
<td></td>
</tr>
<tr>
<td>FY:</td>
<td></td>
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<td>$ ____</td>
</tr>
<tr>
<td>Total Phase Costs</td>
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</tr>
<tr>
<td>TOTAL COST OF THE PROJECT</td>
<td>$ 459,148.00</td>
</tr>
</tbody>
</table>

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

---

Tamara Perez
District Grant Manager Name

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Signature:  
Date:  

Exhibit C
Exhibit “C”

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the “contractor”) agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or
Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Exhibit D
EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.
Exhibit E
EXHIBIT “E”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- **CFDA No.:** 20.205
- **CFDA Title:** Highway Planning and Construction
- **CFDA Program Site:** [https://www.cfda.gov/](https://www.cfda.gov/)
- **Award Amount:** $459,148.00
- **Awarding Agency:** Florida Department of Transportation
- **Award is for R&D:** No
- **Indirect Cost Rate:** N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

- **Title 23 – Highways, United States Code**

- **Title 49 – Transportation, United States Code**

- **Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141**

- **Federal Highway Administration – Florida Division**

- **Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)**
  [https://www.fsrs.gov/](https://www.fsrs.gov/)
Exhibit F
EXHIBIT “F”

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridactf.com/aadir/reference_guide/
Exhibit G
EXHIBIT “G”

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.
The following page(s) contain the backup material for Agenda Item: Confirming the appointment of Alexander Nicolas as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2020.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of February 21, 2019

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Alexander Nicolas as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2020.

I respectfully request that Council confirm the appointment of Alexander Nicolas as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2020.

RK/cs
Attachments
c: 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 Alexander Nicolas as a regular member to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2020.

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: Confirmation of Reappointments and Appointments to the Committee to Advocate for Persons with Impairments. Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of February 21, 2019

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Reappointments and Appointments to the Committee to Advocate for Persons with Impairments

I respectfully request that Council confirm the reappointment of Gary Deavers as a regular member to the Committee to Advocate for Persons with Impairments to serve three-year terms ending December 31, 2021.

I respectfully request that Council confirm the appointment of Kimberly V. Rankine as a regular member to the Committee to Advocate for Persons with Impairments to serve a three-year term ending December 31, 2021.

I respectfully request that Council confirm the appointment of Catherine McGarry as an alternate member to the Committee to Advocate for Persons with Impairments to serve a three-year term ending December 31, 2021.

Attachments
cc: L. Bright, Civilian Police & Community Relations/ADA Coordinator, Human Resources
A RESOLUTION CONFIRMING THE REAPPOINTMENT AND APPOINTMENT OF REGULAR AND ALTERNATE MEMBERS TO THE COMMITTEE TO ADVOCATE FOR PERSONS WITH IMPAIRMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Gary Deavers as a regular member to the Committee to Advocate for Persons with Impairments to serve three-year terms ending December 31, 2021.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Kimberly V. Rankine as a regular member to the Committee to Advocate for Persons with Impairments to serve a three-year term ending December 31, 2021.

BE IT FURTHER RESOLVED that Council confirms the appointment of Catherine McGarry as an alternate member to the Committee to Advocate for Persons with Impairments 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)