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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

D. Awards and Presentations

1. Special Olympics Week Proclamation

2. Red Cross Recognition – Home Fire Campaign Awards

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

Setting April 4, 2019 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within City-owned Booker Creek Park located at 2300 – 13th Avenue North, St. Petersburg.

F. Reports

1. Tampa Bay Regional Planning Council
2. City Beautiful Commission Update

3. **Homeless Leadership Board**

4. **Sewer Report**

(a) Approving an increase in allocation for sanitary (SAN) sewer lateral lining rehabilitation services from BLD Services, LLC, and Granite Inliner, LLC for the Water Resources Department, in the amount of $1,470,000, for a total contract amount of $2,270,000.

(b) Accepting a proposal from Parkson Corporation, a sole source provider, to recondition two bar filter screens for the Water Resources Department and provide compactor rebuild/retrofit kits, at a total contract amount of $273,878.

(c) Acknowledging the selection of Wade Trim, Inc. (Wade Trim) as the most qualified firm to provide professional services for the NWWRF Reject Water Storage Tank Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with Wade Trim for preliminary design services for the NWWRF Reject Water Storage Tank Project, for an amount not to exceed $139,840; and providing an effective date (ECID Project No. 18103-111; Oracle No. 16396).

(d) Approving a job order to PCL Construction, Inc. for the repair of two timber piles at the 48 water main aerial crossing of Miles Creek, adjacent to 66th Street North, at a contract amount of $94,788.41.

(e) A resolution authorizing the Mayor, or his designee, to execute a Perpetual and Non-Exclusive Easement and Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the purposes of stormwater and maintenance of stormwater structures and piping affiliated with Eckerd’s system and the City's Southwest Water Reclamation Facility; and providing an effective date.

(f) A resolution authorizing the Mayor, or his designee, to execute a Temporary Construction Easement ("Easement Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility; and providing an effective date.

(g) A resolution authorizing the Mayor, or his designee, to execute a Drainage Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction and maintenance of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility; authorizing the city attorney’s office to make non-substantive changes to the agreement; and providing an effective date.

(h) A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-19-AED/W, as amended, to the architect/engineering agreement dated July 1, 2014, between the City of St. Petersburg, Florida and Advanced Engineering & Design, Inc. ("A/E") for A/E to provide construction administration services for the Lift Station No. 11, Snell Isle Blvd. Rehabilitation Project in an amount not to exceed $13,750, providing that the total amount for professional services pursuant to Task Order No. 12-07-AED/W, as amended and revised, and Task Order No. 12-19-AED/W, as amended for the Project shall not exceed $93,400 (ECID Project No. 16068-111; Oracle No. 14218); and providing an effective date.
5. **Pier Report**

(i) General Update.

(j) A resolution authorizing the Mayor or his designee to issue a notice to proceed with fabrication of the net sculpture in accordance with the Artist Agreement between the City of St Petersburg, Florida (City) and Janet Echelman, Inc. (JEI); approving a transfer in the amount of $300,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayors Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for commencement of fabrication; and providing an effective date; (B) A resolution accepting Addendum No. 7 in an amount not to exceed $1,403,491 submitted by Skanska USA Building, Inc. to the guaranteed maximum price proposal dated April 3, 2018 for construction of the city infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture; approving a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the construction of the citys infrastructure for the JEI net sculpture; approving a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377); approving a transfer in the amount of $400,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork (including infrastructure needed to support artwork) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date.

(k) A resolution accepting Addendum No. 6 in an amount not to exceed $262,612 submitted by Skanska USA Building, Inc. (Skanska) to the Guaranteed Maximum Price (GMP) proposal dated April 3, 2018 for fabrication and installation of the Market Kiosks; accepting Addendum No. 8 in an amount not to exceed $200,000 submitted by Skanska USA Building, Inc. (Skanska) to the Guaranteed Maximum Price (GMP) proposal dated April 3, 2018 to increase the owners contingency; providing that the total GMP for the Pier Approach Project shall not exceed $23,549,601; authorizing the Mayor or his designee to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced Addendums and Addendum No. 7 for construction of the City Infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture into the GMP proposal; authorizing the City Attorneys office to make non-substantive changes to the Eighth Amendment; approving a transfer in the amount of $350,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the fabrication of the market kiosks and the additional owners contingency, authorizing a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001),
resulting from the above transfer, to the Pier Approach Project (15377); and providing an effective date.

(l) A resolution consenting to Colliers Arnold, Inc., d/b/a Colliers International Tampa Bay Florida assignment of the Pier District Management Agreement to Colliers International REMS US, LLC

6. Approving the purchase of seventeen (17) hybrid SUVs from Alan Jay Kia, Inc., for the Fleet Management Department, at a total cost of $405,064.61.

7. Bayfront Health Update

8. Update on renewal of annual construction contract with Ajax Paving Industries of Florida for Citywide Street Milling and Resurfacing.

9. Public Arts Commission

10. Land Use & Transportation

11. Storefront Conservation Corridor Plan - Incentive Program

G. New Business

1. Referring to the Housing, Land Use, and Transportation, or other relevant committee, a discussion about how best to inform tenants of their rights when they enter into a rental agreement. (Councilmember Foster)

2. Requesting the legal department draft an ordinance that bans housing discrimination based on a tenants’ source of income. (Councilmember Foster)

3. Requesting the legal department draft an ordinance requiring landlords to notify their tenants when a late fee has been incurred. (Councilmember Foster)

4. Requesting legal draft an ordinance which would mandate that landlords notify their tenants when they will be displaced from their residences by renovation, demolition, or conversion to another use. (Councilmember Foster)

5. Referring to the Housing, Land Use, and Transportation, or other relevant committee, a discussion regarding the creation of a Tenant Relocation Policy potentially including, but not limited to, a relocation plan and financial assistance. (Councilmember Foster)

H. Council Committee Reports

I. Legal

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

Public Hearings

NOTE: The following Public Hearing items have been submitted for consideration by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.
1. **Ordinance 364-H** amending the St. Petersburg City Code to create a new Section 25-228 prohibiting the placement of tables on sidewalks and rights-of-way in designated locations; creating a prohibited zone; providing for enforcement; and providing an effective date.

2. **Ordinance 1112-V** approving a vacation of a 10-foot by 105-foot portion of 28th Avenue North, beginning at the Eastern edge of the property and adjacent to the North lot line of the parcel located at 5034 28th Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (File 18-33000012).

**Second Reading and Second Public Hearings**

3. **City-initiated application requesting amendments** to the Comprehensive Plan, Future Land Use Map, Official Zoning Map and Land Development Regulations pertaining to the Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South and 10th Avenue South. (City Files LGCP-2018-01, FLUM-54-A, and LDR-2018-01)

   (a) **Ordinance 345-H** amending the Future Land Use Element of the Comprehensive Plan, including the creation of a new Activity Center land use category and identification of the Innovation District as the City’s seventh activity center. (LCGP-2018-01)

   (b) **Ordinance 732-L** amending the Future Land Use Map designations from Institutional, Planned Redevelopment-Mixed Use and Activity Center Overlay to Activity Center. (FLUM-54-A)

   (c) **Ordinance 763-Z** amending the Official Zoning Map designations from IC-I (Institutional Center-Institutional), CRT-1 (Corridor Residential Traditional-1) and CCT-1 (Corridor Commercial Traditional-1) to EC-2 (Employment Center-2), or other less intensive use. (FLUM-54-A)

   (d) **Ordinance 346-H** amending Chapter 16, City Code of Ordinances (Land Development Regulations) creating the Employment Center-2 (EC-2) Zoning District. (LDR-2018-01)

**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.

K. **Open Forum**

L. **Adjournment**
Consent Agenda A
March 14, 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 the renewal of a blanket purchase agreement with St. Petersburg College, a sole source supplier, for police cadet training for the Police Department, in the amount of $360,000, for a total contract amount of $1,586,700.

2. Accepting a proposal from Sun Life Assurance Company of Canada for specific and aggregate stop loss insurance coverage for the Human Resources Department, at an annual premium of $989,270; and authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction.

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

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

(Procurement)

1. Approving the renewal of a blanket purchase agreement for dedicated internet and intranet services for the Libraries with Bright House Networks, LLC, in the amount of $122,000, for a total contract amount of $492,800.

2. Approving the purchase of seventeen (17) hybrid SUVs from Alan Jay Kia, Inc., for the Fleet Management Department, at a total cost of $405,064.61. [MOVED TO REPORTS AS F-6]

3. Approving a three-year blanket purchase agreement with Elite Court Construction, Inc., for sport court resurfacing services for the Parks and Recreation Department, at a total contract amount of $335,385.00.

4. Approving a job order to GEC Associates, Inc. (GEC), in an amount not to exceed $275,979.33, for construction of the Sunken Gardens Low Roof Replacement Project; rescinding unencumbered appropriations in the amount of $174,191 from the Sunken Gardens Improvement FY18 project (16168) and $57,246 from the Sunken Gardens Improvements FY19 project (16719); approving a supplemental appropriation in the amount of $231,437 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from these rescissions to the SG Lower Flat Roof Replacement Project (Engineering project No. 17224-119; Oracle No. 16167); and providing an effective date.

(City Development)

5. Authorizing the Mayor, or his designee, to execute Amendment No. 1 to the Parking Space Use Agreement with the Fish and Wildlife Research Institute, an agency of the State of Florida, which provides a twelve (12) month extension for the use of thirty (30) parking spaces at the Port of St. Petersburg. (Requires affirmative vote of at least six (6) members of City Council.)

6. Authorizing the Mayor, or his designee, to execute a License Agreement with the School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the use of a City-owned vacant lot located at approximately 1715 – 10th Street South, St. Petersburg, to utilize for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy, for a term of thirty-six (36) months, at nominal consideration.
7. Authorizing the Mayor, or his designee, to execute a Lease Agreement with Simon Capital GP, a Delaware general partnership, for the St. Petersburg Library System’s use of kiosk space within Tyrone Square, located at 6901 – 22nd Avenue North, St. Petersburg, for April 1 through April 28, 2019, for a rental fee of $2,500.00.

(Leisure Services)

(Public Works)

(Appointments)

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

City Council Meeting  
*Thursday, March 7, 2019, 3:00 p.m., Council Chamber*

CRA/Agenda Review  
*Monday, March 14, 2019, 9:30 a.m., Room 100*

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

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

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

Co-Sponsored Events Committee  
*Thursday, March 14, 2019, 1:30 p.m., Room 100*

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

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

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

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

Youth & Family Services Committee  
*Thursday, March 28, 2019, 2:00 p.m., Room 100*

Committee of the Whole: Bus Rapid Transit and Complete Streets
City Beautiful Commission
4 Regular Members
((Term expires 6/30/20))

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

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

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

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

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

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.

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

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

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

   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.

   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: Special Olympics Week Proclamation
Please scroll down to view the backup material.
February 28, 2019

TO: The Honorable Members of City Council

SUBJECT: Special Olympics Week Proclamation

PRESENTER: Mayor, Deputy Mayor, Assistant City Administrator

SCHEDULE FOR COUNCIL ON:

Agenda of March 14, 2019

Rick Kriseman
Mayor
WHEREAS, SPECIAL OLYMPICS is an international program of physical fitness, sports training, and athletic competition for intellectually disabled children and adults; and

WHEREAS, SPECIAL OLYMPICS contributes to the physical, social, and psychological development of all who participate; and

WHEREAS, SPECIAL OLYMPICS provides intellectually disabled individuals with the opportunity to improve their physical condition, to enter into school and community sports programs, to make new friends, and to share their gifts and skills with their families; and

WHEREAS, Special Olympics Pinellas County and The City of St. Petersburg Recreation Department are sponsoring the SPECIAL OLYMPICS AREA SIX SUMMER GAMES at Lakewood High School, March 30, 2019; and

WHEREAS, this year's event is expected to attract more than 450 athletes, 300 volunteers, and countless numbers of coaches, family members, and spectators.

NOW, THEREFORE, I, RICK KRISEMAN, Mayor of the City of St. Petersburg do hereby proclaim March 23rd – March 30th, 2019 as

SPECIAL OLYMPICS WEEK

in St. Petersburg and I urge all residents to join with me in providing this valued organization support for all of its efforts on behalf of intellectually disabled individuals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas and State of Florida to be affixed this 14th day of March, 2019.

Rick Kriseman
Mayor
The following page(s) contain the backup material for Agenda Item: Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within City-owned Booker Creek Park located at 2300 – 13th Avenue North, St. Petersburg.

Please scroll down to view the backup material.
TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within City-owned Booker Creek Park located at 2300 – 13th Avenue North, St. Petersburg; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

BACKGROUND: Real Estate & Property Management received a request from the Parks and Recreation Department to prepare the necessary documents to grant Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, ("Duke Energy"), a Public Utility Easement ("Easement") (also referred to by Duke Energy as a "Distribution Easement - Corporate"), within City-owned Booker Creek Park located at 2300 – 13th Avenue North, St. Petersburg.

The Easement, as shown in the attached illustration, is necessary to install and maintain electrical power upgrades in conjunction with the addition of recreational facilities, which include a basketball court and a pickle ball court at Booker Creek Park. The Easement will have no significant effect on the public's use of the property.

An ordinance is required to authorize the grant of this Easement to Duke Energy as the requested Easement is to be located on land classified by the City Charter as "Park and Waterfront Property." This action is in compliance with Section 1.02(c)(3) of the City Charter that provides "...utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property."

RECOMMENDATION: Administration recommends that City Council adopt the attached Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy within City-owned Booker Creek Park located at 2300 – 13th Avenue North, St. Petersburg; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

ATTACHMENTS: Illustration, Ordinance, Exhibit "A", & Exhibit "B"

APPROVALS: Administration: ____________________________

Budget: N/A

Legal: ____________________________

(As to consistency w/attached legal documents)
ILLUSTRATION
(Illustration of Easement in Relation to Recreational Facilities)
ORDINANCE NO. _____

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, INC., A FLORIDA CORPORATION, D/B/A DUKE ENERGY, WITHIN CITY-OWNED BOOKER CREEK PARK LOCATED AT 2300 - 13TH AVENUE NORTH, ST. PETERSBURG; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The City Council of the City of St. Petersburg, Florida, hereby approves the grant of a Public Utility Easement ("Easement") to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy to install and maintain electrical power upgrades in conjunction with the addition of recreational facilities, which include a basketball court and a pickle ball court at Booker Creek Park, within the Easement location set forth in the legal description and illustration which are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein.

Section 2. This Easement will have no significant effect on the public's use of the property and is granted pursuant to Section 1.02(c)(3) of the St. Petersburg, Florida, City Charter.

Section 3. The Mayor, or his designee, is authorized to execute all documents necessary to effectuate this Ordinance.

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

City Attorney (Designee)

APPROVED BY:

Michael Jeffries, Administrator
Leisure Services

APPROVED BY:

Alfred Wendler, Director
Real Estate & Property Management
EXHIBIT "A"
(Legal Description of the Easement)

LEGAL DESCRIPTION

A portion of Lot 1, NINTH AVENUE CENTER PARTIAL REPLAT, as recorded in Plat Book 67, Page 9, Public Records of Pinellas County, Florida, less the South 36.40 feet thereof, more particularly described as follows:

From the Southwest corner of Lot 1, NINTH AVENUE CENTER PARTIAL REPLAT, as recorded in Plat Book 67, Page 9, Public Records of Pinellas County, Florida, as a Point of Reference, thence N.00°37'00"W. along the West line of said Lot 1, said line also being the East right-of-way line of 24th Street North, 43.27 feet to the POINT OF BEGINNING; thence continue N.00°37'00"W. along said West lot line and East right-of-way line, 10.30 feet; thence departing said West line, S.76°39'57"E., 32.69 feet; thence S.88°48'34"E., 90.03 feet; thence S.88°20'22"E., 106.00 feet; thence S.01°59'36"W., 4.89 feet to a point of intersection with a line 36.40 feet North of and parallel with the South line of said Lot 1; thence N.89°57'00"W. along said parallel line, 198.45 feet; thence departing said parallel line, N.76°39'57"W., 29.37 feet to the POINT OF BEGINNING.

Containing 1,789 square feet or 0.041 acres.

St. Petersburg, Florida

NOTES

1. Basis of Bearings: N.00°37'00"W. along the West line of Lot 1, NINTH AVENUE CENTER PARTIAL REPLAT, as recorded in Plat Book 67, Page 9, Public Records of Pinellas County, Florida.

2. NOT A BOUNDARY SURVEY.

3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.

4. This sketch is made without the benefit of a title report or commitment for title insurance.

5. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.

6. This survey map and report (if applicable) or the copies thereof are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.

LEGEND

| LB | Licensed Business |
| LS | Land Surveyor |
| P.B. | Plat Book |
| PSM | Professional Surveyor and Mapper |
| R. | Range |
| R/W | Right-of-way |
| T. | Township |

Prepared for:

CITY OF ST. PETERSBURG

LEGAL DESCRIPTION

SECTION 14
TOWNSHIP 31 S.
RANGE 18 E.

George F. Young, Inc.
295 S. WAZHOM CENTER ROAD
ST. PETERSBURG, FL 33716
PHONE: (727) 881-8600
FAX: (727) 881-8616
SHEET NO. 1 OF 1

CM 190314 – 2 RE Ordinance (1st Reading) Duke Energy Easement – Booker Creek Park 00432912 Page 3
EXHIBIT "B"
(Illustration of the Easement)
The following page(s) contain the backup material for Agenda Item: Homeless Leadership Board
Please scroll down to view the backup material.
**FL-502 HMIS Dashboard January 2019**

**Monthly Housing Placement Rate:** 21%

Housing Placement Rate = Total Unduplicated Positive Exits (298) / Total Unduplicated Number of Clients (1,396)

**Entries**

Unduplicated Individuals that Entered the Homeless Crisis Response System

- Single Adults: 1,181
- Adults in Households with Minor Children: 112
- Minor Children in Households: 20
- Unaccompanied Youth in Youth Homeless Projects: 83

Number of Individuals (Duplicated) by Project Type

- Emergency Shelter: 1,212
- Rapid Re-Housing: 45
- Safe Haven: 71
- Street Outreach: 57
- Transitional Housing: 16
- Other: 0

**Exits**

21% (298) of individuals (unduplicated) had positive exits during January 2019.

Total Unduplicated Positive Exits (298) / Total Unduplicated Number of Clients That Exited (1,393)

Number of Individuals (Duplicated) by Negative Exit Destination

- Emergency Shelter: 152
- Hotel or Motel: 30
- Jail, Prison, or Det. Li: 17
- No Exit Interview Completed: 248
- Other: 45
- Place Not Meant for Habitation: 18
- Staying with Family/Friends: 19
- Temporary: 83
- Unknown: 0
- Client Doesn't Know: 39

Unaccompanied Youth in Youth Homeless Projects are added into Single Adults for this measure.

- Single Adults
- Adults in Households with Minor Children
- Minor Children in Households
**Individuals Who Returned to Homelessness**

**January 2019 Exits**

- **36%** of individuals who exited homelessness to permanent housing returned to homelessness within 2 years.

**FY 2016-2017 SPM**

- **36%** of individuals who exited homelessness to permanent housing returned to homelessness within 2 years.

---

**Data obtained for this section of the January 2019 Data Dashboard is from the HUD Required, System Performance Measure, HMIS Report 0701, Measure 2a and 2b: The Extent to Which Persons Who Exit Homelessness to Permanent Housing Destinations Return to Homelessness within 24 months.**

---

**January 2019 Race/Ethnicity**

- **35%** of entries were Black or African American.
- **6%** of entries were Hispanic/Latino.

---

**Pinellas HMIS Dashboard Report Definitions**

- **Housing Placement Rate** - The number of individuals with positive exits during the month divided by total number of individuals that entered the Homeless Crisis Response System during the month.
- **Entries** - The point of entry into the Homeless Crisis Response System.
- **Individuals** - An unduplicated/duplicated (indicated) count of adults and children.
- **Project Type** - CoC program component (Permanent Supportive Housing, Rapid Re-Housing, Transitional Housing, Safe Haven, Emergency Shelter, and Prevention Services.)
- **System Performance Measures (SPM)** - Seven System Performance Measures to help communities gauge their progress toward the goal of ending homelessness. Each Continuum of Care (CoC) is expected to use these measures to evaluate how well homeless systems are functioning and where improvements are necessary. These two System Performance Improvement briefs highlight different aspects to help CoCs better understand and improve their homeless system.
- **Carried Forward** - Individuals that were enrolled in the Homeless Crisis Response System the month prior to the reporting period and remain open.
- **Exits** - Represents the end of an individual's participation within a project.
- **Positive Exit** - Individuals that moved into permanent destinations.
- **Negative Exit** - Individuals that have ended participation within a project but have not moved into permanent destinations.

---

Annual Housing Placement Rate: **33%**

There were 1,028 unique positive exits (unduplicated) and 3,090 unique entries (unduplicated).

### Entries

- **Emergency Shelter**:
  - October: 1,120
  - November: 1,133
  - December: 1,134

- **RRH**:
  - October: 98
  - November: 86
  - December: 150

- **Safe Haven**:
  - October: 16
  - November: 26
  - December: 14

- **Street Outreach**:
  - October: 27
  - November: 37
  - December: 56

- **TH**:
  - October: 44
  - November: 46
  - December: 48

### Exits

18% (1,028 unduplicated) of the exit destinations for Quarter 1 FY 2018/2019 were to positive destinations.
### Individuals Who Returned to Homelessness

**Quarter 1 FY 2018/2019**

- **Total Number of Persons who Exited to Permanent Housing Destination (2 Years Prior):**
  - Exits from SD: 5, 0.00%
  - Exits from ES: 2402, 683, 28.43%
  - Exits from TH: 476, 87, 18.28%
  - Exits from SH: 40, 3, 7.50%
  - Exits from PH: 149, 18, 12.08%
  - Exits from RRH: 518, 36, 5.83%

**Number Returning to Homelessness in Less than 6 Months (0-180 days):**
- Exits from SD: 0
- Exits from ES: 189, 7.87%
- Exits from TH: 26, 5.46%
- Exits from SH: 0
- Exits from PH: 6, 0.00%
- Exits from RRH: 23, 3.72%

**Number Returning to Homelessness from 6 to 12 Months (181-365 days):**
- Exits from SD: 0
- Exits from ES: 7.87%
- Exits from TH: 31, 6.51%
- Exits from SH: 4, 14.00%
- Exits from PH: 7, 4.70%
- Exits from RRH: 28, 4.83%

**Number Returning to Homelessness from 13 to 24 Months (366-730 days):**
- Exits from SD: 1
- Exits from ES: 201, 8.37%
- Exits from TH: 144, 6.51%
- Exits from SH: 7, 14.00%
- Exits from PH: 31, 4.70%
- Exits from RRH: 87, 14.00%

**Accumulative Number of Returns in 2 Years:**
- Exits from SD: 1
- Exits from ES: 1073, 44.67%
- Exits from TH: 144, 30.25%
- Exits from SH: 7, 17.50%
- Exits from PH: 31, 20.81%
- Exits from RRH: 87, 14.00%

**Accumulative Percentage of Returns in 2 Years:**
- Exits from SD: 20.00%
- Exits from ES: 44.67%
- Exits from TH: 30.25%
- Exits from SH: 17.50%
- Exits from PH: 20.81%
- Exits from RRH: 14.00%

**DATA:**

- **Data obtained for this section is from the HUD Required, System Performance Measure, HMIS Report 0701, Measure 2a and 2b: The Extent to Which Persons Who Exit Homelessness to Permanent Housing Destinations Return to Homelessness within 24 months.**

---

**FY 2016-2017 SPM**

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- Exits from PH: 20.81%
- Exits from RRH: 14.00%
Quarter I FY 2018/2019 Demographics

Client Entries - Client Race

- White
- Black or African American
- American Indian or Alaska Native
- Asian
- Unknown
- Native Hawaiian or Other Pacific Islander
- Client Doesn't Know
- Client Refused

Of the known data: 65% of the clients are white, 33% are Black or African American, and 84% are American Indian or Alaska Native, Asian, or Native Hawaiian or Other Pacific Islander.

American Community Survey 2017 Estimated Census Data - Pinellas County*

16,463
1,398
38,944
6,975
111,737
802,393

- White
- Black or African American
- American Indian and Alaska Native
- Native Hawaiian and Other Pacific Islander
- Other

*The data in the above chart was obtained from the U.S. Census Bureau’s American Community Survey at [https://www.census.gov/programs-surveys/acs/](https://www.census.gov/programs-surveys/acs/)

Of the known data: 85% of the population is white; 12% of the population is Black or African American; and 3% of the population is Asian.
Quarter I FY 2018/2019 Demographics

Client Entries - Client Ethnicity

Of the known data, 93% are Non-Hispanic/Non-Latino Ethnicity and 7% are Hispanic/Latino

American Community Survey 2017 Estimated Census Data - Pinellas County *

Of the known data, 91% are Non-Hispanic/Non-Latino Ethnicity and 9% are Hispanic/Latino

Employment and Income Growth Quarter I FY 2018/2019

Change in earned income for adult system stayers
Change in non-employment income for adult system stayers
Change in total income for adult system stayers
Change in earned income for adult system leavers
Change in non-employment income for adult system leavers
Change in total income for adult system stayers

QI FY 2017/2018 was 0%
QI FY 2017/2018 was 1.79%
QI FY 2017/2018 was 1.79%
QI FY 2017/2018 was 3.64%
QI FY 2017/2018 was 7.27%
QI FY 2017/2018 was 10.91%
Quarter I FY 2018/2019 Demographics

Client Entries - Ages

Of the known data: 21% are ages 45 to 54; 19% ages 35 to 44; 18% are ages 25 to 34; 16% are ages 55 to 61; 9% are ages 62 and Over; 6% ages 18 to 24; 5% are ages 5 to 12; 4% are Under 5 and 2% are ages 13 to 17.

American Community Survey 2017 Estimated Census Data - Pinellas County*

Of the known data: 24% are ages 60 and Over; 19% are ages 19 and Under; 14% are ages 45 to 54; 12% are ages 25 to 34; 11% are ages 35 to 44 and 8% are ages 55 to 59; 5% are ages 20 to 24.

Definitions of Terms Utilized on the Dashboard:
- The housing placement rate is the total number of individuals with positive exits divided by the total number of individuals that entered the Homeless Crisis Response System during the quarter.
- Unique individuals are anyone, including children, that had an entry or an exit during the fiscal year. These counts are unduplicated.
- Duplicative data means that if an individual was served by two or more housing projects during the FY, they have been counted per project entry.
- Entries are the point of entry into the Homeless Crisis Response System.
- Exits are the end of an individual’s participation within a project.
- Positive exits are individuals that moved into permanent destinations.
- Negative exits are individuals that have ended participation within a project but have not moved into a permanent destination.

*The data in the above chart was obtained from the U.S. Census Bureau’s American Community Survey at https://www.census.gov/programs-surveys/acs/.

<table>
<thead>
<tr>
<th><strong>Meeting Name:</strong></th>
<th>HLB Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meeting Date:</strong></td>
<td>March 01, 2019</td>
</tr>
<tr>
<td><strong>Item Title:</strong></td>
<td>Local and State Funding Priorities</td>
</tr>
<tr>
<td><strong>Name of Staff Member Submitting:</strong></td>
<td>Susan Myers</td>
</tr>
</tbody>
</table>

At their 02/01/19 meeting, the Board reviewed the Funding Priorities and Priority Populations as recommended by the Providers Council, which are listed below. The Providers Council did not rank the priorities in any order. The Board voted that before approval, the recommendations be presented to the Funders Council for their consideration. The Funders Council reviewed the priorities at their meeting on 02/22/19 and voted to adopt the Funding Priority and Priority Populations lists and recommend to the Board that the Funders Council will work on putting the lists in order for new funding.

- **Funding Priorities**
  - i. Intensive support services
  - ii. Rapid rehousing
  - iii. Shelter for families
  - iv. Prevention & diversion
  - v. PHMIS
  - vi. Call center for entry into homeless crisis response system
  - vii. Transitional housing for special populations as identified by HUD

- **Priority populations**
  - i. Families with children
  - ii. Unaccompanied youth
  - iii. Chronic/long term homeless
  - iv. Veterans
  - v. Individuals
  - vi. Survivors of Domestic Violence

<table>
<thead>
<tr>
<th><strong>Budget Impact (if any):</strong></th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Recommendation:</strong></td>
<td>Discuss the recommendations as presented by the Providers Council and the Funders Council.</td>
</tr>
<tr>
<td><strong>CEO Approval:</strong></td>
<td>Susan Myers, CEO – Approved, 02/22/19</td>
</tr>
</tbody>
</table>

Ver. 8.2017
**AGENDA ITEM DESCRIPTION FORM**

<table>
<thead>
<tr>
<th>Meeting Name:</th>
<th>HLB Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>March 1st, 2019</td>
</tr>
<tr>
<td>Item Title:</td>
<td>FL-502 Con Plan for DCF Unified Homelessness Grant Application</td>
</tr>
<tr>
<td>Name of Staff Member Submitting:</td>
<td>Susan Finlaw-Dusseault</td>
</tr>
<tr>
<td><strong>Background:</strong></td>
<td>The HLB, as the lead agency for the DCF Unified Homelessness Grant application, must certify that the use of Challenge funds has been verified within the CoC Plan and provide evidence of the inclusion in the CoC Plan. If the project is NOT included in the CoC Plan, the project will not be accepted as an allowable project.</td>
</tr>
<tr>
<td></td>
<td>DCF is requesting the CoC submit a CoC Plan in a format that has not be utilized by HUD since FY 2016; therefore, the Data System Performance Committee (DSP) conducted a work group on Friday, February 8th, to edit and update the goals, strategic plans, and priorities for inclusion in the HUD Consolidated Plan document. DSP updated the document to include HUD’s System Performance Measures and strategies from the Pinellas County Homeless Response System Re-Design Implementation Plan. The plan was presented to the Executive Committee at the February meeting. All issues raised by the Executive Committee have been addressed and are included in the attached document.</td>
</tr>
<tr>
<td>Budget Impact (if any):</td>
<td>Potential loss of $300,000 per FY</td>
</tr>
<tr>
<td><strong>Staff Recommendation:</strong></td>
<td>HLB staff recommends approving the edits as submitted by the DSP Committee.</td>
</tr>
<tr>
<td>CEO Approval:</td>
<td>Susan Myers, CEO – Approved, 02/18/19</td>
</tr>
</tbody>
</table>
I. Coordination with Consolidated Plan Entities
The United States Department of Housing and Urban Development (HUD) requires that the Continuum of Care (CoC) Collaborative Applicant (lead agency), the Pinellas County Homeless Leadership Board (HLB), coordinate with local HUD entitlement communities in several areas to ensure that we at the local level are making the best use of federal HUD funding. The CoC’s Data and System Performance Committee has recommended the below specific action steps to improve coordination:

- Continue to hold collective quarterly meetings (or at least semi-annual) with entitlement entities to make sure we are planning together and to address common issues and HUD directives as they arise.
- Continue to meet monthly with staff from Pinellas County Government’s Planning and Human Services division.
- Ensure that HLB staff participate in the Consolidated Plan public meetings or hearings called by local funding agencies, to ensure public discussion is documented.
- Ensure that common language on the HLB/CoC goals, strategies, and objectives are provided to local funding agencies for inclusion in their plans after the submission by the CoC annually and whenever the HLB sets new goals or priorities.
- Ensure that HLB and local funding agencies are involved in funding or operating specific programs that impact homeless persons, or that are mandated by HUD to have/use common activities, do in fact work together to accomplish the desired outcomes.
- The Emergency Solutions Grant (ESG) and TANF/Prevention: The CoC directives require that:
  - ESG participants be assessed using the HLB-approved Coordinated Entry System process to determine if they are best suited for prevention, diversion, and/or rapid re-housing activities.
  - ESG and TANF participant information be entered and tracked through Pinellas HMIS (CoC HMIS program);
  - Overall planning for ESG and TANF programs is incorporated into other CoC planning.
- Ensure that the HLB and the entities that are involved in funding or operating specific programs that impact homeless persons, or that are mandated by HUD to have/use common activities, take part in any evaluations and assessments set forth by the CoC’s Racial Disparities subcommittee.
  - In this year’s Continuum of Care competition, HUD looked at CoCs’ efforts to assess and address racial disparities; CoCs were scored on whether they have assessed their data on equity in service provision and outcomes (whether people of different races or ethnicities are more or less likely to receive assistance or achieve positive outcomes), and if racial disparities are present, that steps have been or will be taken to address those disparities.
- Ensure that the entitlement communities (and the other local homeless funders) look at homeless needs funding together through the HLB Funders Council, including use of common outcome measures and common contracting language to require such activities as entering homeless/at-risk participant data in Pinellas HMIS and use of the Coordinated Entry System for all our participants.

II. HLB/CoC Goals, Strategies, Priorities
The recommended wording for the goals, strategies, and objectives is listed below. They follow what is in the Continuum of Care application, as well as the priorities and strategies adopted by the HLB.

A. HUD System Performance Measures
HUD has developed the seven system-level performance measures to help communities gauge their progress in preventing and ending homelessness: 1. Length of time persons remain homeless; 2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness; 3. Number of homeless persons; 4. Jobs and income growth for homeless persons in CoC Program-funded projects; 5. Number of persons who become homeless for the first time; 6. Homelessness prevention and housing
placement of persons defined by Category 3 of HUD’s homeless definition in CoC Program-funded projects (at this time HUD is not requiring CoC’s to measure this outcome); and 7. Successful housing placement.

The purpose of these measures is to provide a more complete picture of how well a community is preventing and ending homelessness. The performance measures are interrelated and, when analyzed relative to each other, provide a more complete picture of system performance. For CoCs to accurately assess their progress using these measures, they must ensure that their data is as complete and accurate as possible, from data entry to report generation. HUD bases a CoC’s performance on a year to year comparison of System Performance Measures:

### FL-502 System Performance Measures 2015-2018

<table>
<thead>
<tr>
<th>SPM</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Current 2018*</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1: Length of Time Persons Remain Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ES-SH Avg Days</td>
<td>61</td>
<td>58</td>
<td>62</td>
<td>62</td>
</tr>
<tr>
<td>ES-SH Median Days</td>
<td>31</td>
<td>32</td>
<td>35</td>
<td>33</td>
</tr>
<tr>
<td>ES-SH-TH Avg Days</td>
<td>81</td>
<td>73</td>
<td>76</td>
<td>74</td>
</tr>
<tr>
<td>ES-SH-TH Median Days</td>
<td>37</td>
<td>38</td>
<td>41</td>
<td>37</td>
</tr>
<tr>
<td>M2: The Extent to Which Persons Who Exit Homelessness to Permanent Exit Destinations Return to Homelessness</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Exits</td>
<td>2,864</td>
<td>2,884</td>
<td>3,068</td>
<td>3,586</td>
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<tr>
<td>Total Returns 6 Months</td>
<td>626</td>
<td>641</td>
<td>717</td>
<td>805</td>
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<tr>
<td>% of Returns 6 Months</td>
<td>22%</td>
<td>22%</td>
<td>23%</td>
<td>22%</td>
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<tr>
<td>Total Returns 12 Months</td>
<td>839</td>
<td>830</td>
<td>901</td>
<td>242</td>
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<tr>
<td>% of Returns 12 Months</td>
<td>29%</td>
<td>29%</td>
<td>29%</td>
<td>7%</td>
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<tr>
<td>Total Returns 24 Months</td>
<td>1,055</td>
<td>1,040</td>
<td>1,090</td>
<td>1,311</td>
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<tr>
<td>% of Returns 24 Months</td>
<td>37%</td>
<td>36%</td>
<td>36%</td>
<td>37%</td>
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<tr>
<td>M3: Number of Homeless Persons</td>
<td></td>
<td></td>
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<tr>
<td>HMIS Count</td>
<td>9,485</td>
<td>9,255</td>
<td>9,258</td>
<td>9,320</td>
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<tr>
<td>M4: Employment and Income Growth for Homeless Persons in CoC Funded Projects</td>
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<tr>
<td>Total Stayers Increased Earned Income</td>
<td>7</td>
<td>10</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>% Stayers Increased Earned Income</td>
<td>3%</td>
<td>4%</td>
<td>6%</td>
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<td>Total Stayers Increased Unearned Income</td>
<td>18</td>
<td>51</td>
<td>42</td>
<td>48</td>
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<td>% Stayers Increased Unearned Income</td>
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<td>21%</td>
<td>20%</td>
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<tr>
<td>Total Stayers Increased Income</td>
<td>23</td>
<td>56</td>
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<td>51</td>
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<tr>
<td>% Stayers Increased Income</td>
<td>9%</td>
<td>23%</td>
<td>24%</td>
<td>30%</td>
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<tr>
<td>Total Leavers Increased Earned Income</td>
<td>19</td>
<td>13</td>
<td>22</td>
<td>17</td>
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<td>% Leavers Increased Earned Income</td>
<td>7%</td>
<td>5%</td>
<td>9%</td>
<td>7%</td>
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<tr>
<td>Total Leavers Increased Unearned Income</td>
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<td>35</td>
<td>30</td>
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<tr>
<td>% Leavers Unearned Income</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>12%</td>
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<tr>
<td>Total Leavers Increased Income</td>
<td>54</td>
<td>51</td>
<td>54</td>
<td>44</td>
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<tr>
<td>% Leavers Increased Income</td>
<td>21%</td>
<td>18%</td>
<td>22%</td>
<td>18%</td>
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</tbody>
</table>
### Goals, Strategic Plans and Priorities

<table>
<thead>
<tr>
<th>SPM</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Current 2018*</th>
</tr>
</thead>
<tbody>
<tr>
<td>M5: Number of Persons Who Become Homeless for 1st Time</td>
<td>ES-SH-TH 1st Time</td>
<td>5,749</td>
<td>5,924</td>
<td>5,492</td>
</tr>
<tr>
<td></td>
<td>ES-SH=TH=PH 1st Time</td>
<td>6,015</td>
<td>6,310</td>
<td>5,817</td>
</tr>
<tr>
<td>M7: Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing</td>
<td>Total Exiting SO</td>
<td>968</td>
<td>846</td>
<td>610</td>
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<tr>
<td></td>
<td>% Successful SO Outcome</td>
<td>93%</td>
<td>89%</td>
<td>96%</td>
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<td>Total Exiting ES, TH, SH, PH-RRH</td>
<td>8,497</td>
<td>8,174</td>
<td>7,956</td>
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<td>% Successful ES, TH, SH, PH-RRH Outcome</td>
<td>28%</td>
<td>34%</td>
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<td>Total Exiting PH</td>
<td>1,008</td>
<td>1,166</td>
<td>1,257</td>
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<td>% Exiting PH</td>
<td>93%</td>
<td>91%</td>
<td>92%</td>
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*2018 SPM data is from 10/01/2017 – 09/30/2018

### B. Strategies Per System Performance Measure and Implementation Plan

#### M1- Length of Time Persons Remain Homeless Strategies:

- Continue the use of coordinated assessment to find and prioritize chronically homeless (CH) persons who have been homeless the longest for PSH beds.
- Seek funds to add to non-HUD-funded PH beds.
- Open new PH/PSH for CH individuals projects.
- Continue intensive, ongoing case management support as PH clients’ numbers increase so clients stay housed.
- Commit to working with difficult clients more intensively and for longer periods of time before requiring them to leave due to unacceptable behavior.
- Commit to being part of the continuum-wide SSI/SSDI Outreach, Access and Recovery (SOAR) project to assist clients to get SSI/DI.
- Ensure that all PH consumers enroll in every cash-income and non-cash benefit for which they are eligible at state and federal levels.
- Implement Family Bridge Housing.

#### M2- The Extent to Which Persons Who Exit Homelessness to Permanent Exit Destinations Return to Homelessness:

- Commit to working with difficult residents more intensively and for longer periods of time before requiring them to leave due to unacceptable behavior.
- Commit to being part of the continuum-wide SSI/SSDI Outreach, Access and Recovery (SOAR) project to assist residents to get SSI/DI.
- Ensure that all PH consumers enroll in every cash-income and non-cash benefit for which they are eligible at state and federal levels.
- Work with ESG planners to ensure that some ESG funds are used for family rapid re-housing successfully.
- Work with Veteran Affairs - Supportive Services for Veteran Families (VA-SSVF), Emergency Food and Shelter Program, local governments interested in rapid re-housing, and the Juvenile Welfare Board’s Family Services Initiative to assist non-chronic homeless/at-risk families with rapid re-housing.
Goals, Strategic Plans and Priorities

- Work with funders to move rapid re-housing funding into one provider to increase the number of families and individuals assisted using one process.
- Explore and apply for other sources of potential funding to increase RRH efforts.
- Provider CEOs will commit their agencies to be part of a system-wide SOAR project being implemented this year. Case manager/other staff training on benefits eligibility and application processes will be offered annually.

M3 - Number of Homeless Persons Strategies:
- Clearly define Prevention and Diversion efforts and standardize assessment of these interventions.
- Use baseline performance and goals of the CoC system redesign process to implement benchmarks that define rare, brief, and one-time only.
- Ensure all staff working directly with homeless individuals, families, youth, and veterans are trained in harm reduction, motivational interviewing, and trauma informed care.
- Identify housing stock available and needed in the CoC:
  - Update valid study of the types of housing available in the community.
  - Continue the use of the Floridahousingsearch.org.
  - Establish an Affordable Housing Committee of the HLB.

M4 - Employment and Income Growth for Homeless Persons in CoC Funded Projects Strategies:
- Audit all CoC participants' HMIS records to ensure that data entry on non-cash benefits received was/is ongoing.
- All CoC provider case managers will do ongoing analysis of those who do not receive non-cash benefits and target enrollment services to ensure that clients understand non-cash income benefits eligibility as part of standard enrollment process.
- Clients will learn how to apply through ACCESS (Florida) and other sources.
  - HLB will extend this strategy to all homeless providers and track outcomes by the continuum and individual providers.
- Case manager/other staff training on benefits eligibility and application processes will be offered annually.
- HEP's new Workforce Initiative will be offered to North County projects. South County homeless will be referred to Boley Centers’ Vocational Program to help get jobs.
- CoC provider CEOs will partner with Employment Assistance Agencies to design activities to increase job prospects of all CoC housing clients.

M5 - Number of Persons Who Become Homeless for 1st Time:
- Refine and standardize the Pinellas County Redesigned Homeless Crisis Response System Map and Proposed System Flow that includes pathways and cohorts and a plan for cross-system coordination.
  - Clearly define Prevention and Diversion efforts and standardize assessment of these interventions.
  - Explore repurposing of current staffing models in place (e.g., role of Street Outreach and Housing Navigators).
  - Create an implementation plan for the system re-design.
  - Present and receive buy-in and consensuses from Board of Directors, Providers Council, and Funders Council and other identified stakeholders.
M7 - Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing:

- Maintain and enhance a strategic process in place that will systematically evaluate if the CoC and ESG efforts are making a quality impact on target populations.
  - Objectively evaluate performance on outcome measures.
  - Determine if system activities and services are moving people from homelessness to stable housing.
  - Make data-driven recommendations to decision makers regarding what housing and services should be provided and funded.
- Define system housing models so that PSH, PH, TH, RRH, ES, BH, Prevention and Diversion are clearly understood by all stakeholders.
  - Utilize Program Model Matrix as a living document to guide these processes.
  - Develop a common profile and set of operating procedures for each model by creating common definitions and standards for each housing intervention.
  - Develop a common set of targeting criteria for each model in order to streamline consumers' access to appropriate resources.
  - Reduce or remove barriers for each program model by requesting that providers voluntarily shift their programs to align with the unmet consumer need.
  - Establish Minimum Standards for each program model to support quality assurance efforts and coordinated access.

C. Other HLB Goals/Priorities

1. The top priority target populations for HLB and the Pinellas Continuum services, using all available resources, are in no specific order:
   - Families with Children
   - Unaccompanied Youth
   - Chronic/Long Term Homeless
   - Veterans
   - Individuals
   - Survivors of Domestic Violence

2. Enhancement of Coordinated Entry System through implementing a new Crisis Response System Assessment and Referral Process to include Homeless Prevention and Diversion Services that will:
   - Create access points for assessment that are site-based, call center, or mobile outreach workers.
   - Assess to determine the type of intervention needed: Prevention, Diversion or a crisis path to Emergency Shelter, DV Shelter, or 9-1-1.
   - Rapidly exit individuals from homelessness to stable housing.
   - Ensure that the hardest to serve are not falling through gaps in services.
   - Serve individuals and families as efficiently and effectively as possible.
   - Be transparent and accountable throughout the referral and assessment process.

3. The HLB will continue to encourage additional Housing First/no barrier/low barrier requirements in all local funding contracts.

4. The HLB will reduce the barriers to entry into services for homeless persons through working with providers and funders and establishing official Policies and Procedures.

5. All homeless children in Pinellas continuum of services programs will be enrolled in K-12 school or early learning programs, and their families will be informed of all services for which they are eligible.

6. The HLB will increase awareness of homeless issues and causes in Pinellas County through social media and other marketing and awareness programs.
III. **Additional Consolidated Plan Information**

1. Information is available for the January 2018 Point in Time Count (homeless count, sheltered and unsheltered and demographics), Housing Inventory Chart (number of beds in each residential category and service populations), and Unmet Needs (difference between number of homeless and availability of each type of program beds).

2. The Annual Homeless Assessment Report (AHAR) contains information on participants in all continuum residential services with date in the HMIS system (emergency shelter, transitional housing, and permanent supported housing): average length of stay, exit to permanent housing, demographics, etc.

3. Pinellas HMIS can provide information on other system information: number of persons served (housing, services only), number of new entries and exits per year, etc.

4. If needed, the HLB can provide a list of the residential and service-only providers in the Pinellas continuum. (SP-40, other locations in Con Plan).
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving an increase in allocation for sanitary (SAN) sewer lateral lining rehabilitation services from BLD Services, LLC, and Granite Inliner, LLC for the Water Resources Department, in the amount of $1,470,000, for a total contract amount of $2,270,000.

Explanation: On December 13, 2018, City Council approved blanket purchase agreements with BLD Services, LLC, and Granite Inliner, LLC for sanitary sewer lateral lining rehabilitation services through September 30, 2020. A total contract amount of $800,000 was inadvertently requested for the work and subsequently approved by City Council. Funds have been previously appropriated for the work in the amount of $2,270,000, therefore an increase in allocation is requested to correct the amount. This will allow the contracts to be executed and bonding to be secured for the full project value.

The vendors will provide cured-in-place pipe lining rehabilitation of the public portion of sewer service laterals within the gravity wastewater collection system, utilizing a trenchless construction method. The Water Resources Department's strategy for the renewal/rehabilitation of the wastewater collection system utilizes open-cut and trenchless methods under annual contracts to supplement the work performed by the Water Resources Department's maintenance staff.

This work supports the Collection System Lining & Repair component of the Kriseman Infrastructure Plan. To implement the recent funding increases planned for CIPP lining work over the next several years, several annual contracts and contractors will be needed concurrently to rehabilitate public mains and laterals in targeted inflow and infiltration (I & I) areas and as needed citywide. This contract will continue work on previously lined mainline pipe with unlined laterals. Prioritization will be given to high risk assets where open-cut methods are not cost effective. Capacity limited areas of the collection system will take precedence when structural risk component ratings are comparable.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends an increase in allocation utilizing City of Largo's Bid No. 19-B-645:

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<th>Amount</th>
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<tr>
<td>Allocation increase (March 14, 2019)</td>
<td>$1,470,000</td>
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<tr>
<td>Total contract amount</td>
<td>$2,270,000</td>
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BLD Services, LLC (Kenner, LA) .......... $1,145,000
Granite Inliner, LLC (Orleans, IN) ...... $1,125,000

Blanket purchase agreements will be issued to the suppliers and will be binding only for the actual services rendered. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $2,270,000 during the term of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Citywide Lateral Line FY18 Project (16361) and SAN Citywide Lateral Line FY19 Project (16916).

Attachments: Bid Tabulation (2 pages)
Resolution

Approvals:
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**Group 5: Common Work Tasks**

| 51     | Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order    | EA   | 10       | $1,500.00 | $3,000.00 | $2,000.00 | $2,580.00 | $4,500.00 | $7,500.00 | $7,500.00 | $7,500.00 |
| 52     | Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order      | EA   | 15       | $1,000.00 | $3,000.00 | $2,000.00 | $2,580.00 | $4,500.00 | $7,500.00 | $7,500.00 | $7,500.00 |
| 53     | Maintenance of Traffic, FDOT                                        | DAY  | 10       | $1,500.00 | $1,500.00 | $300.00   | $2,830.00 | $1,500.00 | $800.00   | $2,000.00 | $2,500.00 |
| 54     | Maintenance of Traffic, City/County Arterial/Collector              | DAY  | 30       | $750.00   | $750.00   | $100.00   | $1,905.00 | $1,400.00 | $800.00   | $2,000.00 | $3500.00  |
| 55     | Maintenance of Traffic, City/County Minor/Residential               | DAY  | 50       | $500.00   | $850.00   | $300.00   | $2,122.00 | $1,900.00 | $800.00   | $2,000.00 | $250.00   |
| 56     | Work in Rear Easements and/or Away From Travelways                  | EA   | 30       | $250.00   | $1,000.00 | $1,300.00 | $940.00   | $1,500.00 | $350.00   | $1,500.00 | $350.00   |
| 57     | Specialty Cleaning, 8' Dia. (Groups 1, and 2)                       | LF   | 500      | $10.00    | $5.00     | $20.00    | $4.20     | $20.00    | $13.00    | $20.00    |
| 58     | Specialty Cleaning, 10'- 18' Dia. (Groups 1, and 2)                 | LF   | 500      | $15.00    | $5.00     | $26.00    | $12.70    | $29.00    | $15.00    | $25.00    |
| 59     | Specialty Cleaning, 24'-36' Dia. (Group 1 Only)                     | LF   | 300      | $20.00    | $10.00    | $34.00    | $19.00    | $32.00    | $36.00    | $35.00    |
| 60     | Specialty Cleaning, 42'-54' Dia. (Group 1 Only)                     | LF   | 300      | $25.00    | $15.00    | $36.00    | $47.60    | $45.00    | $65.00    | $45.00    |
| 61     | Specialty Cleaning, 60'-84' Dia. (Group 1 Only)                     | LF   | 200      | $40.00    | $20.00    | $42.00    | $79.30    | $75.00    | $72.00    | $55.00    |
| 62     | Hammer Tap Removal                                                  | EA   | 10       | $500.00   | $350.00   | $150.00   | $370.00   | $325.00   | $500.00   | $300.00   | $250.00   |
| 63     | Lateral Reinstatement and Grouting (Groups 1, and 2)                 | EA   | 500      | $300.00   | $385.00   | $225.00   | $535.00   | $560.00   | $450.00   | $595.00   |
| 64     | Warranty Cleaning and CCTV Inspection                               | LF   | 15000    | $4.00     | $4.00     | $2.00     | $5.00     | $3.50     | $2.50     | $4.00     | $5.00     |
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $1,470,000 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENTS WITH BLD SERVICES, LLC, AND GRANITE INLINER, LLC FOR SANITARY (SAN) SEWER LATERAL LINING REHABILITATION SERVICES; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENT SHALL NOT EXCEED $2,270,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 13, 2018, City Council approved three-year blanket purchase agreements (“Agreements”) with BLD Services, LLC and Granite Inliner, LLC to provide sanitary (SAN) sewer lateral lining rehabilitation services for the Water Resources Department at a total amount of $800,000; and

WHEREAS, an increase to the allocation in the amount of $1,470,000 to the Agreements is necessary to correct the original amount inadvertently requested for the work; 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 increase in the amount of $1,470,000 to the allocation for the Blanket Purchase Agreements with BLD Services, LLC and Granite Inliner, LLC for sanitary (SAN) sewer lateral lining rehabilitation services is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced Agreements shall not exceed $2,270,000.

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 by:

City Attorney (Designee)
00432490
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from Parkson Corporation, a sole source provider, to recondition two bar filter screens for the Water Resources Department and provide compactor rebuild/retrofit kits, at a total contract amount of $273,878.

Explanation: The vendor will recondition two existing Aqua Guard Self-Cleaning Bar Filter Screens at the Northeast Water Reclamation Facility. The bar filter screens are self-cleaning wastewater screens designed to filter a wide range of floating and suspended solids in the waste water stream. Solids larger than the nominal screen opening contained in the wastewater stream are captured on the filter elements and conveyed upward on the face of the filter belt to be discharged at the rear of the unit. The bar filter screens at the NEWRF were installed in 2002 and have never been reconditioned. The average life expectancy of these bar screen filters is 10 to 15 years. The bar filter screens have reached a point where rehabilitation is necessary for them to continue to properly filter solids. When completed, each unit will be in new, reconditioned form, with a service life almost equal to the life of a new unit.

Each bar filter screen includes a compactor. Parkson field technicians will rebuild the bar filter screens, install the compactor retrofit kits, and complete all required start-up services on-site.

A sole source purchase is recommended, because Parkson Corporation (Parkson) is the original manufacturer/supplier of the bar filter screens and is the only source for OEM replacement parts. In addition, The Mack Company is the sole or exclusive representative for Parkson within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

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

Parkson Corporation (Ft. Lauderdale) ................................................................. $273,878

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE Headworks Rehab Ph2 FY19 Project (16930).

Attachments: Agreement (16 pages)  
Sole Source  
Resolution

Approvals: "Stacy McKee"

Budget
AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on the day of March, 2019 ("Effective Date"), by and between Parkson Corporation ("Contractor") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the work and services, and comply with the requirements set forth in Appendix A of this Agreement ("Scope of Services") for the City in full and complete accordance with this Agreement. Appendix A is attached hereto and made a part hereof.

2. **Agreement Components.** The agreement components are this Agreement, the appendices to this Agreement, the purchase order issued by the City pursuant to this Agreement ("Purchase Order"). In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, and (iii) the Purchase Order.

3. **Term.** The term of this Agreement shall commence on the Effective Date and remain in full force and effect until Contractor has performed its obligations under this Agreement and the City has accepted all work and services in accordance with this Agreement.

4. **Schedule.** Contractor shall perform the Scope of Services in accordance with the schedule and deadlines set forth in Appendix A.

5. **Payment.** Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the equipment and materials provided and services rendered; provided, however, that the City shall not be required to pay Contractor for services, equipment and materials unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed Two Hundred Seventy Three Thousand Eight Hundred Seventy Eight dollars ($273,878.00) ("Payment"). The Payment may be increased only in strict accordance with this Agreement. After acceptance by the City in accordance with this Agreement, Contractor shall invoice the City and the City shall pay Contractor within thirty (30) days (provided Contractor is in compliance with the terms and conditions of this Agreement).
6. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with:

(i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or

(ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or

(iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or

(v) Contractor’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. **Insurance.**

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

(i) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.
(ii) Automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

(iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Contractor’s insurance policies, except Workers’ Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City’s request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best’s Insurance Guide.

F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

8. Notices. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Louis Moore, Director
CONTRACTOR:

Parkson Corporation
1401 West Cypress Creek road
Ft. Lauderdale, FL 33309
Attn: Dianne Kaplan, Contracts Manager

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

12. **Termination.**

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor. In the event of termination pursuant to this paragraph 12.A., the City shall pay Contractor an early termination fee in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Early Termination Fee as % of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to and including mailing of the approval drawings to City</td>
<td>10%</td>
</tr>
<tr>
<td>Up to and including receipt of the approved drawings by Contractor</td>
<td>30%</td>
</tr>
<tr>
<td>Up to and including 25% manufactured equipment</td>
<td>50%</td>
</tr>
<tr>
<td>Up to and including 50% manufactured equipment</td>
<td>80%</td>
</tr>
<tr>
<td>Up to and including 75% manufactured equipment</td>
<td>90%</td>
</tr>
<tr>
<td>Up to and including 100% manufactured equipment</td>
<td>100%</td>
</tr>
</tbody>
</table>

B. The City may terminate this Agreement upon written notice to Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
C. The City may terminate this Agreement as provided in Florida Statute section 287.135.

D. Termination of this Agreement shall act as a termination of the Purchase Order.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing it.

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor
may refer to the City in client lists.

21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

   A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

   B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

22. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

23. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

24. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

25. **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.

26. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

27. **Permits and Licenses.** Contractor 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 Contractor's performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

28. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

29. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

30. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

31. **Contract Adjustments.**

   A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

   B. There shall be no increase in the Payment on account of any Contract Adjustment
made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Payment except pursuant to an amendment to this Agreement made in accordance with this Agreement.

32. Acceptance. After notice from Contractor that it has provided the equipment and materials and performed the services required pursuant to this Agreement, the City shall issue written acceptance upon the City's confirmation that the services, equipment and materials have been provided in accordance the terms and conditions of this Agreement. Within ten (10) days of receipt of Contractor's notice that it has performed the services and provided the equipment and materials, the City will notify Contractor of any discovery by the City of a non-conformance of the services, equipment or materials with the requirements of this Agreement ("Non-conformance"), and Contractor shall have the period of time stated in the Non-Conformance notification to correct such Non-conformance, or, if no time is stated, Contractor shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall a period exceeding ten (10) days from the date the City provides notice of Non-Conformance to Contractor be considered a reasonable period of time. The City's issuance of written acceptance shall in no way relieve Contractor of any of its obligations pursuant to this Agreement.

33. Warranties. In addition to the other warranties set forth in Appendix A, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

34. Risk of Loss. Contractor shall bear the risk of loss for all equipment and materials provided pursuant to this Agreement until acceptance by the City in accordance with this Agreement.

35. Contractor Personnel. The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor’s employees and any affiliates’ or subcontractors’ employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.


A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this
Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Contractor’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Contractor’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Contractor’s obligations including but not limited to Contractor’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

PARKSON CORPORATION:

By: ________________________________
Print: ______________________________
Title: ________________________________

WITNESSES

By: ________________________________
Print: ________________________________

CITY OF ST. PETERSBURG, FLORIDA:

By: ________________________________
Louis Moore, CPPO, Director
Procurement & Supply Management

Provisions of Contract Approved:

By: ________________________________
Print: ________________________________
Project Manager 00432234 2-26-19

ATTEST

(SEAL)

By: ________________________________
City Clerk (Designee)

Approved as to Form and Content:

By: ________________________________
City Attorney (Designee)
(Acknowledgment of Contractor)

State of ______________________
County of ______________) ss:
City of ______________

The foregoing Agreement was acknowledged before me this ___ day of ____________, 2019,

by ____________________________________________________________  
(Name and Title of Corporate Officer)

of ____________________________ ("Company"), on behalf of the Company.

He/She is personally known to me or has produced ____________________________________, as
(circle) (circle if applicable) (specify identification, if produced) identification and appeared before me at the time of notarization.

_________________________________________ warrants that he/she is authorized by the Company to execute
(circle)

the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

_________________________________________

My commission expires: ______________________
Appendix A
Scope of Services
Scope of Services

1. Scope of Work

Contractor shall provide all labor, materials, supervision, tools, equipment and vehicles necessary for the reconditioning of the two (2) existing, operational continuous self-cleaning bar/filter screens, as well as for the installation of the RP200 compactor retrofit kit. Upon completion of rebuilding the bar/filter screen assemblies, Contractor shall provide start-up services and training to ensure that the rebuild of each filter was satisfactorily completed.

2. Contractor Responsibilities

At a minimum, Contractor shall provide and meet the following responsibilities:

   a. Contractor shall provide a single point of contact (Account Manager) to administer the Agreement.
   b. Recondition the two (2) existing Aqua Guard continuous self-cleaning bar/filter screens, unit #s 25007802 and 25007803, models AG-MN-A, at the City's Northeast Water Reclamation Facility (NEWRF).
   c. Provide parts and labor to install two (2) RP200 compactor retrofit kits at the NEWRF. The two (2) compactors are currently installed and operational.
   d. Furnish one certified crew to rebuild/recondition the units, provide start-up services following the refurbishment of the bar/screen filters and conduct operator training.
   e. Provide the following equipment and material:

   (1) Fork Lift, 1 ea.
   (2) Motor, AG, 1.5 HP XP, 1 ea.
   (3) Sand Blast Frame in Field, 1 ea.
   (4) Front Rail Assembly 2 ea.
   (5) Upper Guide Rail Assembly, 316SS 2 ea.
   (6) Decatenary Rail Assembly 2 ea.
   (7) Middle Frame Rail (5ft) 2 ea.
   (8) Lower Guide Rails, 316 SS 2 ea.
   (9) Insert, Drive Sprocket 20 ea.
   (10) Discharge Pan Seal 1 ea.
   (11) Inside Seal 2 ea.
   (12) Outside Seal 2 ea.
   (13) Chain w/Master Link, Main 1 ea.
   (14) Sprocket, Driven 1 ea.
   (15) Sprocket, Driver 1 ea.
   (16) Idler Sprocket 1 ea.
   (17) Bushing 1 ea.
   (18) Bushing 1 ea.
   (19) Chain w/Master Link, Brush 1 ea.
   (20) Sprocket, Driven 1 ea.
   (21) Sprocket, Driver 1 ea.
   (22) Idler Sprocket 1 ea.
(23) Bushing 1 ea.
(24) Bushing 1 ea.
(25) Take-Up Block 2 ea.
(26) Thrust Bearing 2 ea.
(27) Flange Bearing 2 ea.
(28) Paint, Blue 1 Gal

Screen Assembly Components
(29) Nameplates & Labels Set 1 ea.
(30) Side Plates, 316SS 128 ea.
(31) Spacer Washers 128 ea.
(33) Snap Rings 128 ea.
(34) Elements, 6mm, Plastic 2,624 ea.

Front Seal Brush Set
(35) Brush, 3" x 39-1/8 " 1 ea.
(36) Brush, 6" x 39-1/8 " 1 ea.

Rotating Brush
(37) Brush Hub 2 ea.
(38) Brush 1 ea.
(39) Crate 1 ea.
(40) RP200 Retrofit Kit, 2 kits.
(41) Rotating Brush Hardware 1 ea.

3. City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

a. City shall provide a single point of contact (City Project Manager) to administer the Agreement.
b. City Project Manager shall assist with planning, strategy and objectives prior to performance of the services.
c. City Project Manager shall respond to Contractor inquiries within a reasonable time.
d. Remove the unit from the channel and place on a level paved surface.
e. Prepare the unit for Contractor by pressure washing, cleaning, and disinfecting.
f. After Contractor performs reconditioning, reinstall each unit.
g. Provide a receptacle for the disposal of old parts from the unit disposed of as part of the services.

4. Account Management

Contractor shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

5. Summary of Total Service Charges and Fees
Contractor shall furnish the Procurement and Supply Management Department, when requested, a detailed summary of purchases, charges and fees in electronic spreadsheet format. The summary shall include an itemized description of products and services delivered and dollar amount and quantity of each. Failure to provide this information within seven (7) business days following the request may result in Contractor being found in default.

6. **Personnel**

Contractor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Contractor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Contractor’s replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Contractor shall be considered by the City as a breach of the Agreement and grounds for termination.

7. **Project or Servicing Schedule (“Delivery”)**

Parts availability: Fourteen (14) weeks following receipt of acceptable written Purchase Order. The Parkson Corporation will coordinate shipment of the unit to and from the factory with the customer for factory rebuilds. Field/on-site rebuild will be accomplished within 4 weeks after parts are delivered to City, but in no event later than 90 days. Rebuild shall be completed within 90 days after parts arrive on-site.

8. **Quality Assurance**

Contract oversight and inspections shall be accomplished daily by the NWERF Plant Maintenance Supervisor. Final acceptance of work completed shall be coordinated through the City.

9. **Training and Warranties**

Contractor shall offer a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by factory certified rebuild, on-site certified rebuild, or on-site supervised, certified rebuild. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty. Contractor shall provide one certified crew member for one-time, on-site start-up assistance and training. Contractor shall submit all new manuals and instructions to the project manager.

10. **Safety**

   a. Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.

   b. Contractor’s employees will keep doors closed and locked while servicing facilities after hours or when instructed by the City.
11. **Training**

Contractor shall provide all job skills training and safety training required for its employees. Safety training shall instruct employees on the correct and safe use of the safety equipment required and of general safety procedures for the job and materials handling requirements.

12. **Background Checks and Site Access**

The Contractor shall conduct a criminal history check ("Background Check") for each Contractor and subcontractor employee that will have regular access to the worksite in accordance with the background check requirements set forth in Florida Statute Section 373.6055.

Prior to allowing a Contractor or subcontractor employee regular access to the worksite, the Contractor shall submit to the City an affidavit certifying that each such employee is qualified to regularly access the worksite in accordance with Florida Statute Sections 373.6055(2), (3)(b) and (3)(c). If any Contractor or subcontractor employee's Background Check identifies criminal convictions or other criminal history factors that disqualify that employee from regular access to the worksite, Contractor shall not allow that employee to have regular access to the worksite, and an appeal process is not available. In the event Contractor becomes aware that any Contractor or subcontractor employee has been arrested or convicted for a disqualifying offense, Contractor shall immediately remove that employee from the worksite.

An updated list of all Contractor and subcontractor employees with regular access to the worksite must accompany the affidavit and be provided to the City along with the cell phone number of the Contractor's representative responsible for those employees. At any time, the City may request to view the Background Checks of Contractor or subcontractor employees working at the worksite. Contractor shall make the Background Checks available for viewing as soon as possible, but no later than twenty-four (24) hours after the request. If the Contractor fails to provide the requested documentation, the employee(s) in question will not be allowed to continue work until the appropriate documentation has been received. The Contractor will not be allowed an extension of time due to any delay in the performance of the work required under the Agreement attributable to an employee's inability to perform the work due to a Background Check being unavailable for inspection. The failure of the Contractor to submit an appropriate affidavit or the submission of an affidavit containing false information is a violation of the terms and conditions of the Agreement.
City of St. Petersburg

**Sole Source Request**

Procurement & Supply Management

---

**Department:** Water Resources  
**Requisition No.:** 5348665

Check One:  
- X Sole Source  
- Proprietary Specifications

**Proposed Vendor:** PARKSON CORPORATION

**Estimated Total Cost:** $120,000.00

**Description of Items (or Services) to be purchased:**

Complete on-site reconditioning, rebuild/retrofit of the Northeast Water Reclamation Facility Parkson Aquaguard Model AG-S-T course barscreen. To include all labor, OEM parts, start-up and operator training.

**Purpose of Function of items:**

Removes foreign materials and debris from the wastewater entering the plant through the influent channel protecting the influent pumps, piping, headwork's equipment, fine barscreen's and other downstream equipment. If not removed large hunks of debris can damage pumps and equipment or hinder the treatment process in the Water Reclamation Facility which can be very costly in repairs and down time.

**Justification for Sole Source of Proprietary specification:**

Parkson is the Original Manufacturer of the Equipment and is the only source for OEM parts. (See attached Parkson Letter). Parkson has all the original drawings and specifications on file for this equipment and can provide exact replacement OEM parts without any engineering cost or revisions. Parkson is the authorized repair and warranty center for this equipment. Labor will be provided by Parkson employee's.

---

**Date:** 5/13/16  
**Date:** 5/13/16  
**Date:** 05/13/16

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

Rev (1/11), (6/15)
RESOLUTION NO. 2019-____

A RESOLUTION DECLARING PARKSON CORPORATION TO BE A SOLE SOURCE SUPPLIER TO RECONDITION TWO BAR FILTER SCREENS AND INSTALL COMPACTOR RETROFIT KITS FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF RECONDITIONING SERVICES FOR TWO BAR FILTER SCREENS AND INSTALLATION OF COMPACTOR RETROFIT KITS FROM PARKSON CORPORATION FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $273,878; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to recondition two bar filter screens and install compactor retrofit kits; and

WHEREAS, a sole source purchase is recommended because Parkson Corporation is the original manufacturer/supplier of the bar filters screens and is the only source for OEM replacement parts; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Water Resources Department recommends approval of the award to Parkson Corporation as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Parkson Corporation is declared a sole source supplier to recondition two bar filter screens and install compactor retrofit kits for the Water Resource Department.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase of reconditioning services for two bar filter screens and installation of compactor retrofit from Parkson Corporation for the Water Resources Department at a total cost not to exceed $273,878 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 by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00430721
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Acknowledging the selection of Wade Trim, Inc. (Wade Trim) as the most qualified firm to provide professional services for the NWWRF Reject Water Storage Tank Project; authorizing the Mayor, or his designee, to execute an architect/engineering (A/E) agreement with Wade Trim for preliminary design services for the NWWRF Reject Water Storage Tank Project, for an amount not to exceed $139,840; and providing an effective date (ECID Project No. 18103-111; Oracle No. 16396).

Explanation: On August 27, 2018, the City issued a Request for Qualifications, RFQ No. 7034 Consulting Services, NWWRF Reject Water Storage Tank. On September 25, 2018, the City received four Statements of Qualifications (SOQ) from the following firms:

1. AECOM Technical Services, Inc.
2. Greeley and Hansen LLC
3. Grissom Smith, LLC
4. Wade Trim, 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 the City's A/E 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
- Scott Murray, Civil Engineer III, Engineering and Capital Improvements
- Charles Wise, Manager, Water Reclamation Facilities, Water Resources
- Sylvia Rosario, Northwest Water Reclamation Facility Plant Operator, Water Resources

The evaluation committee met on October 18, 2018, and shortlisted the following four firms for presentations and interviews:

1. AECOM Technical Services, Inc.
2. Greeley and Hansen LLC
3. Grissom Smith, LLC
4. Wade Trim, Inc.

On November 30, 2018, the evaluation committee listened to oral presentations and interviewed the four firms. Following the oral presentations and interviews, the evaluation committee convened and deliberated to rank the firms in accordance with the Consultants Competitive Negotiation Act, Florida Statutes, Chapter 287.055. As a result of the deliberations, the firms were ranked as follows:

1. Wade Trim, Inc.
2. AECOM Technical Services, Inc.
3. Greeley and Hansen LLC
4. Grissom Smith, LLC

Continued on Page 2
Wade Trim Inc. was determined to be most qualified firm, taking into consideration their qualifications and experience, understanding of the project, local knowledge, prior experience with water storage tanks at existing municipal wastewater treatment facilities, familiarity with alternative project delivery methods, procedures to ensure maintenance of wastewater treatment facility operations during construction, and the evaluation criteria set forth in RFQ No. 7034. The evaluation committee recommended negotiations with Wade Trim.

Administration has negotiated an A/E Agreement with Wade Trim for a not-to-exceed amount of $139,840. Once City Council acknowledges the selection of Wade Trim, the City and Wade Trim will enter into an A/E Agreement for the NWWRF Reject Water Storage Tank, and Wade Trim will provide the following services:

- **Task 1, Project Setup and Administration** – Conduct kick-off meetings, coordination meetings, and workshops; manage staff, document filing, status reports, schedule management, invoicing; and presentation to City Council as requested.

- **Task 2, Preliminary Engineering Services** – Collect and review available existing data such as record drawings, property surveys, topographic data, environmental maps, soil data, FDEP Operating Permits and data, reports including operations and capacity analysis, consent orders, master plans, etc.; conduct a site visit with City staff to review existing conditions and select up to five storage tank locations for further consideration.

- **Task 3, Workshops** – Evaluate up to four sites for storage tank locations, including future use, constructability, permit concerns, land acquisition, zoning restrictions, public impacts, tank configurations, connections to existing facilities, hydraulics and costs; and lead a workshop to obtain concurrence for two sites for further evaluation. Evaluate storage tank configurations for two sites, including materials of construction (metal or concrete), concrete fabrication methods, need for tank covers and types, configuration and shape, (round or rectangular), construction duration and costs; and lead a workshop to obtain concurrence for two tank configurations for further evaluation. Evaluate final storage tank configurations for two sites and two configurations (four combinations), including decision matrix, storage optimization, site layout sketches, 3D images and cost comparisons, and lead a workshop to obtain concurrence for the final tank location and configuration.

- **Task 4, Preliminary Engineering Report** – Prepare and submit draft and final Preliminary Engineering Reports to summarize site selection process and results, and document design activities and recommendations, including confirmation, discussion and recommendation of tank configuration, locations, material, and constructability; evaluation of co-use alternatives, including storage of reclaimed water and influent flow equalization; evaluation and recommendations for pumping facilities and operating protocols; description of maintenance of plant operations during construction; preparation of design criteria not covered by City standards; preparation of conceptual plans and diagrams illustrating location of tanks (including geometry, setbacks and pumping facility), and electrical service (including instrumentation and controls); preparation of an opinion of probable cost; description of required permits; description of property acquisition requirements, including easements; and discussion of Envision Pre-Assessment Checklist.

- **Task 5, Public Outreach Allowance** – Perform additional services related to public outreach, upon prior written authorization by the City. Define public outreach goals and components, provide content, and attend public meetings.

- **Task 6, Additional Services Allowance** – Perform additional services related to this project, upon prior written authorization by the City.

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

Wade Trim has provided similar services for Manatee County and Hillsborough County (Tampa Bay Water), and has performed satisfactorily. The principals of the firm are Andrew McCune, president and CEO; Frank Tymowski, principal; Thomas S. Brzezinski, vice president and CBDO; Mark Coleman, executive vice president; and Ralph Picano, treasurer, secretary and CFO.
Recommendation: 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 Wade Trim, Inc.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) to the WRF NW Reject Store Tanks FY18 Project (16306).

Attachments: Technical Evaluation (4 pages)
Meeting Minutes (4 pages)
Appendices A-C (9 pages)
Resolution

Approvals:
Summary Work Statement

The City received four Statements of Qualifications (SOQs) for RFQ 7034, Consulting Services, Northwest Water Reclamation Reject Water Storage Tank. The successful firm will provide the following services: preparing a preliminary design report and construction documents for preliminary design, detailed design, bidding, and construction phase services for a new 15-million gallon ("MG") reject water storage tank (or tanks) and pumping facilities, including electrical and control systems, and operating protocols at the Northwest Water Reclamation Facility ("NWWRF"), located at 7500 26th Avenue North. Services will be provided in accordance with the City’s and Florida Department of Environmental Protection requirements. The four SOQs were received from:

1. AECOM Technical Services, Inc.
2. Greeley and Hansen LLC
3. Grissom Smith, LLC
4. Wade Trim, Inc.

Evaluation Committee

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

Brejesh Prayman, Director, Engineering & Capital Improvements, Committee Chair
Diana Smilova, Water & Wastewater Design Manager, Engineering and Capital Improvements
Sylvia Rosario, Chief Operator, Northwest Water Reclamation Facility, Water Resources
Scott Murray, Civil Engineer III, Engineering & Capital Improvements
Charlie Wise, Manager, Water Reclamation Facilities, Water Resources

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Small, Minority, Women and Disadvantaged Business Enterprise
- Exceptions to modified AIA documents

Offerors' Profiles

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

AECOM Technical Services, Inc. is a California corporation, with its headquarters in Los Angeles. The Tampa office will serve the City. Of 78,655 employees, 382 are local.

Subconsultants: Electrical Design Associates, Inc. is a state-certified Minority and Woman-owned Business Enterprise (MWBE); Tierra, Inc. is an MBE. George F. Young, Inc. is also a subconsultant.

Strengths include: Well structured SOQ, well organized easy to follow, provided quality representative projects for storage tank design; included approaches to minimize stormwater runoff; discussed return reject pipe sizing; example phasing plan demonstrated good detail; offered different roof configurations to the tank to address stormwater runoff; experienced team; PM has considerable storage tank experience; eight storage tanks in recent years; provided detailed project approach; addressed tank construction costs associated with various tank options, including covered versus uncovered tanks, water heights and cost...
impact on options. AECOM's presentation addressed the questions resulting from the shortlisting of firms; the presentation was clear; considerable research showed they understood the project; the experience of the team was reinforced by the presentation; offered suggestion of complete isolation of reject water tank to eliminate possibility of reject water being pumped into the storage tanks; presented opinions with options, for example, no odor control or tank cover is required for reject water storage; staff has considerable experience with alternative construction delivery methods; yard piping layouts presented with different alternatives; emphasized cost efficiencies and operational flexibility with potential two, 10-million gallon tanks option. The staff has experience with City projects;

Weaknesses include: Did not address geotechnical issues; substitute PM didn’t have a lot of experience with storage tanks; did not address odor control with the open tank options they offered; quality control engineer had no experience with storage tanks. Did not fully address site limitations.

The Statement of Qualifications meets the RFQ requirements.

**Greeley and Hansen LLC** was incorporated in Illinois in 2001. Its company headquarters is located in Chicago. Its Tampa office will service the City, where 33 of the firm’s approximate 305 total employees work.

Sub-consultants: MC Squared, Inc. is a City certified SBE and DBE. George F. Young, Inc. is another consultant.

Strengths include: Experienced team; project director had tank experience; did address SCADA concerns; future planning considerations were addressed with possible expansion of site, ands emphasized operational flexibility.

Weaknesses include: Project manager and substitute project manager lacked substantial tank experience; the approach was reliant on study performed in 2003; City processes and approach have evolved since then so it was not current information; the presentation did not seem clear on the City’s use of reject water; the suggestion to utilize flow equalization is not something the City is allowed to do; changes in the project manager between the submittal of SOQ and presentation is an unfortunate change in staffing; lacked site specific consideration for location of the tanks; should have been more specifically directed to this project; did not address tank sizes for site; short on local comparable recent tank design projects.

The Statement of Qualifications meets the RFQ requirements.

**Grissom Smith, LLC** is a Florida-limited liability company, founded in 2016. A City-certified SBE, its headquarters is in Land O’ Lakes. The firm has six employees.

Sub-consultants: Stroud Engineering; CES Consulting; Dixon Engineering, Inc.; Driggers Engineering Services, Inc.; SurvTech Solutions, Inc.; and Griner Engineering, Inc.

Strengths include: City project experience; offered good ideas with different tank configurations for alternate site considerations; project approach good; recommended direct contract with tank manufacturers Crom and Precon; addressed yard piping as part of the influent pump station project, which could speed construction; presentation pinpointed issue with current lack of capability to send reject water back to the new disc filters; did not address SCADA or brush site as potential location for new tank; emphasized BIM drawing capabilities;

Weaknesses include: Tank design experience is for tanks smaller than the 15-million gallon capacity the City is looking for; did not demonstrate prior construction management project delivery experience; lacked relevant projects as a company; significant reliance on subconsultants; did not discuss SCADA in SOQ; what is the “two phase” design they proposed and how does this impact cost; did not offer concept for brush site; as a small firm with a general services contract with the City, how will their workload be impacted; their AutoCAD version is 2015, not current with the City’s 2018 version; this is a concern because AutoCAD files are not always interchangeable between versions. Presented good summary on configuration and material
options with the tanks, but they did not commit to preferred shape and materials; addressed all questions, but did not quite finish the analysis; opinion of required odor control regardless of covered or uncovered tank is a concern; team composition includes seven sub-consultants, which could be a coordination challenge; concerns about current capacity given the small staffing of the firm; equated construction cost for steel to that of concrete, which is not correct, as steel is far more costly.

The Statement of Qualifications meets the RFQ requirements.

**Wade Trim, Inc.** was incorporated in Florida in 1984. Its principal office is located in Tampa, which will serve the City. Thirty-two of its 490 employees are headquartered in the Tampa office.

Sub-consultants: Ambient Technologies, Inc., AREHNA Engineering, Inc., Hyatt Survey Services, Inc., and Stantec Consulting Services, Inc. Ambient Technologies is a City-certified SBE and a state-certified W/MBE; AREHNA is a City certified SBE and W/DBE; Hyatt is a City certified SBE and WBE.

Strengths include: Addressed soil conditions as a concern to verify appropriate foundation for tank; suggestion for two, 10-million gallon tanks for future use and operational flexibility was a good suggestion; decision making process was well presented for when and how to reject water; offered direct risk register/management matrix to mitigate construction risks related to major events. Clearly presented alternatives; decision matrix for recommendation of kind of tank, shape and materials was good; the team includes former plant operators, which is an advantage in understanding facility operations; prior working relationship with PCL Construction, the current onsite construction manager; SOQ included eleven recent tank projects. Presentation reinforced their significant experience in designing and constructing tanks in coastal communities; good presentation of effect of chlorides and treatment process to mitigate them; tank operational flexibility well addressed; suggested partitions in rectangular tank configuration to ensure circulation within the tank should the City elect to use rectangular-shaped tank; included existing yard piping in aerial photo in presentation; discussed community relations side of the project; presenters gave clear, definitive answers to questions; suggested phasing construction to first build an uncovered tank then add a cover in a second phase if needed in the future; impressive experience with alternative project delivery methods; structural engineer has specific experience for wastewater treatment facilities; recognized benefit to operations by keeping height of new tank equal to existing tanks; BIM model design is a strength, as BIM model will be utilized for as-built drawing.

Weaknesses include: Staff that worked on the projects are not the same as those presented for City’s project; vibro placement of tank foundation is cause for concern, due to underground structures nearby; AutoCAD version is 2015, not current with the City's 2018 version; this is a concern as AutoCAD files are not always interchangeable between versions. Did not include gallon volume of layout options; cost difference in materials was not clearly summarized; mentioned vertical adjustment of pre-stressed concrete tank partially buried to reduce height, but current configuration is to return by gravity rather than pumping out, regardless of partial burying of tank; most of the examples for local tanks included tanks smaller than what the City is seeking.

The Statement of Qualifications meets the RFQ requirements.

**Shortlisting and Interviews**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on October 18, 2018, to identify no less than three firms in accordance with Florida’s Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

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

1. AECOM Technical Services, Inc.
2. Greeley and Hansen, LLC
3. Grissom Smith, LLC
4. Wade Trim, Inc.
Interviews took place on November 30, 2018, before the evaluation committee and advisory staff for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentation and interview process enabled the committee and advisors to have a full understanding of the offerors' SOQs and responses. On November 30, 2018, the evaluation committee ranked the firms as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
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<tr>
<td>1.</td>
<td>Wade Trim, Inc.</td>
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<tr>
<td>2.</td>
<td>AECOM Technical Services, Inc.</td>
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<td>3.</td>
<td>Greeley and Hansen, LLC</td>
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<td>4.</td>
<td>Griscom Smith, LLC</td>
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Recommendation for Award

On October 18, 2018, the evaluation committee deliberated to discuss the SOQs, presentations and interviews of the four finalist firms. Wade Trim, Inc. was recommended for the award since they meet the requirements of RFQ No. 7034 and has been determined to be the most advantageous to the City, taking into consideration its years of providing these services to the City and the evaluation criteria set forth in the RFQ.

The firm was selected for the following reasons:
- Large firm with strong experienced team
- Significant relevant project experience
- Staff assigned is of the highest quality
- Presented matrix to mitigate construction risk for major events
- Local Tampa office

Bejeash Prayman, Committee Chair

Diana Shtilova, Committee Member

Sylvia Rosario, Committee Member

Scott Murray, Committee Member

Charles Wise, Committee Member
Title: RFQ No. 7034 Consulting Services, Northwest Water Reclamation Facility Reject Water Storage Tank
Meeting Date: Thursday, October 18, 2018
Time: 10:00 a.m.
Place: Municipal Services Center, Conference Room 500

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<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
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<tbody>
<tr>
<td>1. Introductions</td>
<td>Evaluation Committee in attendance: Brejesh Prayman, Chair Sylvia Rosario, Water Resources; Diana Smilova, Eng &amp; Caps; Charlie Wise, Water Resources; Scott Murray, Eng &amp; Caps</td>
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<tr>
<td>a. Public Comments</td>
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2. Evaluations of Statement of Qualifications (Strengths and Weaknesses)
   a. AECOM Technical Services, Inc.
   b. Greeley and Hansen, LLC
   c. Grissom Smith, LLC
   d. Wade Trim, Inc.

3. Short-list
   a. AECOM Technical Services, Inc.
   b. Greeley and Hansen, LLC
   c. Grissom Smith, LLC
   d. Wade Trim, Inc.

4. Clarifications/Questions

5. Adjournment 11:04 a.m.

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

The team discussed whether any of the firms did not meet the minimum qualifications requirements. All firms were determined to meet the requirements.

After discussion of the strengths and weaknesses of all firms, Diana Smilova moved to shortlist all four firms; Motion seconded by Sylvia Rosario; motion approved;

Affirmative unanimous vote to accept all four firms as shortlisted.

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 Agenda
Evaluation Committee-Deliberations-Ranking
Procurement and Supply Management

Title: RFQ No. 7034: Northwest WRF Reject Water Storage Tank
Meeting Date: Friday, November 30, 2018
Time: 1:00 p.m.
Place: Water Resources Administration Building, Training Room

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<th>Agenda Item</th>
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<td>1. Introductions</td>
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<td>a. Public Comments</td>
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<td>Brejesh Prayman, Chair</td>
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<td>Imps; Scott Murray, Engineering &amp; Capital Imps;</td>
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<td>Sylvia Rosario, Water</td>
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<td>Resources; Sylvia</td>
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<td>Rosario, Water Resources</td>
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<td>Advisors:</td>
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<td>Frank Niles, Water</td>
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<td>Resources; Hamza</td>
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<td>Greeley and Hansen, LLC</td>
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<td>and Wade Trim, Inc. were</td>
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<td>present</td>
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Rev (8/16)
The evaluation team discussed their findings for each of the four shortlisted firms based on the SOQs, presentations, interviews, and answers to questions; Following the discussions, the evaluation team did a blind ranking from 1 to 4. The firm with the lowest cumulative score would be the highest ranked firm. In the event of a tie for any ranking, a re-ranking vote to rank the equally ranked firms would take place to establish a clear 1 to 4 ranking.

The blind ranking was taken and the results turned in to Michael, who read aloud the results and confirmed the tally; the cumulative points were as follows: Wade Trim, Inc, 8; AECOM Technical Services, Inc., 8; Greeley and Hansen LLC, 16; Grissom Smith, LLC, 19.

As a result of the tie vote between the highest ranked firms, re-ranking of the first and second ranked firms was conducted and as a result, the cumulative points were Wade Trim, Inc. 7 and AECOM Technical Services, Inc., 8.

Diana Smillova moved to approve the final ranking. Motion seconded by Charlie Wise. No comments or discussion. Motion carried by unanimous vote.
APPENDIX A - SCOPE OF SERVICES
NORTHWEST WRF REJECT WATER STORAGE TANK
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18103-111

GENERAL DESCRIPTION

The City owns and operates the Northwest Water Reclamation Facility (NWWRF), a 20 million gallon per day (MGD) Annual Average Daily Flow (AADF) type I, activated sludge, domestic wastewater treatment plant under FDEP Permit No. FLA128821 located at 7500 26th Avenue North. NWWRF currently utilizes two 5 million gallon (MG) covered, circular prestressed ground storage tanks (GST) for the dual purpose of holding Part III reclaimed water (RCW) for distribution to customers and holding substandard water (or reject water) to be retreated before disposition. Florida Administrative Code 62-610.464 requires 1 day of storage volume at AADF for substandard water. The City currently has 10 million gallons (MG) of storage maximum for both reclaimed and substandard water. The primary intent of this Project is to provide up to 20 million gallons of additional storage at the NWWRF to allow the City flexibility in their reclaimed water storage abilities as well as provide 1 day of substandard water retention in the event of excursion in water quality that is being produced at the facility. The proposed storage system shall include a new pump station to provide greater control of returning water to the chlorine contact chamber, tertiary filters and to the headworks for pretreatment. The proposed storage system shall also connect to the existing storage system to allow flexibility of use for plant operations. The A/E's scope will include: collection of data, evaluations of the collected data, envision assessment, siting options, materials of constructions, tank configurations and capacities, permitting requirements, and operating protocols, cost estimates and comparisons, public outreach, and the preparation of the Preliminary Engineering Report (PER) that incorporates conceptual design sketches to serve as the foundation for final design services and activities.

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 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 SETUP

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 and risk plan for the Project. A/E's project manager will provide a detailed schedule with all substantial milestone dates based on the approved notice to proceed. All correspondence and other documentation for the Project will be named in accordance with the City's electronic naming conventions, latest revision.
1.2 INTERNAL KICK-OFF MEETING

The A/E will conduct an internal kick-off meeting to discuss the Project set-up, plans, client goals, scope, schedule and budget with the Project team.

1.3 EXTERNAL KICK-OFF MEETING

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

1.4 PROJECT COORDINATION MEETINGS

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

1.5 PROJECT ADMINISTRATION

Project administration shall include keeping organized files, consulting with the City at appropriate intervals, preparation and submittal of invoices and status reports on a monthly basis. 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 PRELIMINARY ENGINEERING SERVICES

2.1 DATA COLLECTION AND REVIEW

The A/E shall perform the following in order to become familiar with the work required for this Project.

- Review available existing information related to the Project including:
  
  o Record drawings of available existing facilities.
  o Existing property and topographic surveys, etc.
  o Southwest Florida Water Management District (SFWWMD) or Pinellas County contours
  o Florida Department of Environmental Protection (FDEP) Environmental Maps
  o United States Geological Service (USGS) / National Resources Conservation Service (NRCS) Soil Data
  o FDEP Contaminated Site database
  o Plans prepared by others which provide points of connection to other parts of the system.
  o Current FDEP operating permit, current FDEP Environmental Resource Permit (ERP), operating protocol, Daily Monitoring Reports (DMRs), Operation and Maintenance Reports (O&M Reports), Capacity Analysis Reports (CARs) and other germane reports and evaluations.
Appendix A – Scope of Services
NORTHWEST WRF REJECT WATER STORAGE TANK
City of St. Petersburg Project No. 18103-111

- Consent Order OGC No. 16-1280 with amendments and supporting documentation, Integrated Water Resources Master Plan (IWRMP), Sewer System Asset Management Plan (SSAMP), Facilities Plan, and other evaluations and reports required by Consent Order OGC No. 16-1280.

- The City will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding the existing and proposed system.

2.2 SITE VISIT

The A/E will conduct a half day site visit, with the City stakeholders, of the potential Project locations within the immediate NWWRF plant property and/or properties immediately adjacent to the plant to review siting options, pipe routes, existing infrastructure, potential Project risks, etc. During the site visit, the A/E in conjunction with the City will select up to four (4) locations for the proposed reject storage facilities to be considered. A/E will prepare minutes of the site visit including photo documentation and documentation of the conversations during the walk through.

TASK 3 WORKSHOPS

3.1 SITING EVALUATION

The A/E will conduct an initial high-level siting evaluation for up to four (4) locations identified during the site visit.

These sites are expected to include:

- Northwest corner of existing site.
- South central portion of existing site.
- Property south of existing site.
- Property southwest of existing site.

Site evaluation criteria will include:

- Future use and constructability concerns at each location.
- Potential permitting concerns and limitations.
- Land acquisition.
- Setbacks, height and zoning restrictions.
- Public concerns and impacts.
- Potential for site contamination.
- Mixed use applications and impacts to site selection.
- Connections to existing systems.
- Tank configuration and optimization.
- System operation and hydraulics.
- Operations and maintenance concerns.
- Order of Magnitude cost comparison.

After the preliminary site assessment is complete, a decision matrix will be developed for these alternative locations. The alternatives shall be discussed at a half day workshop with City
stakeholders to evaluate and subsequently eliminate potential sites from further consideration. The A/E shall prepare agendas, presentations, decision matrices and handouts, as necessary, to convey critical concepts and decision points with the intent of eliminating alternatives from further consideration and narrowing the focus of investigations to be carried forward into final design concepts. It is the intent of this workshop to select and gain concurrence from the City for the top two (2) site locations for further evaluation.

3.2 TANK CONFIGURATION EVALUATION

The A/E will conduct a reject tank materials and methods of construction evaluation for the two (2) selected sites. Evaluation will include the findings from the site evaluation and the following items:

- Concrete vs metal fabrication.
- Prestressed concrete vs cast-in-place (CIP) fabrication.
- Covered vs uncovered.
- Tank configuration and optimization.
- Operations and maintenance concerns.
- Construction duration.
- Order of magnitude cost comparison.

Once the assessment is complete, a decision matrix will be developed for these construction criteria and locations. The alternatives shall be discussed with City stakeholders at the second half day workshop to evaluate and subsequently select tank construction materials and methods for final consideration. The A/E shall prepare agendas, presentations, decision matrices and handouts, as necessary, to convey critical concepts and decision points with the intent of eliminating alternatives from further consideration and narrowing the focus of investigations to be carried forward into final design concepts. It is the intent of this workshop to select and gain concurrence from the City for the final two (2) tank configurations for further consideration.

3.3 FINAL CONFIGURATION EVALUATION

The A/E will take the results of the site selection and tank configuration workshops and complete a final comparison of the two (2) sites and two (2) configurations selected in the first two (2) workshops. A/E will develop a final decision matrix for the four (4) combinations (two (2) sites and two (2) configurations) selected:

- Site 1, Tank 1.
- Site 1, Tank 2.
- Site 2, Tank 1.
- Site 2, Tank 2.

The evaluation will include the findings of the first two evaluations and:

- Tank configuration and optimization.
- Site layout sketches.
- 3D Images.
- Order of magnitude cost comparison.
Appendix A – Scope of Services
NORTHWEST WRF REJECT WATER STORAGE TANK
City of St. Petersburg Project No. 18103-111

The final configurations shall be discussed with City stakeholders at the last half day workshop to evaluate and subsequently select the final site and tank configuration. Once the assessment is complete, a decision matrix will be developed for the final two (2) sites and two (2) tank configurations. The A/E shall prepare agendas, presentations, decision matrices and handouts, as necessary, to convey critical concepts and decision points with the intent of eliminating alternatives from further consideration and narrowing the focus of investigations to be carried forward into final design concepts. It is the intent of this workshop to select and gain concurrence from the City for the final tank location and configuration for the Preliminary Engineering Report.

TASK 4 – PRELIMINARY ENGINEERING REPORT

4.1 ENVISION PRE-ASSESSMENT CHECKLIST

A. The A/E will review the Project from the perspective of sustainability in accordance with the ISI’s Envision framework and complete ISI’s Pre-Assessment Checklist.

B. The results of this checklist will be incorporated into the Draft PER to discuss options for inclusion of sustainable principles. At the Draft PER review meeting there will be discussion of the overall Project, the City’s sustainability goals and preliminary criteria. By the end of this discussion a baseline will be established as a benchmark for the end goal of the Project in terms of ISI’s guidelines and the level of sustainability achievement desired by the City. The results of these discussions will be captured in the final PER.

4.2 DRAFT PRELIMINARY ENGINEERING REPORT PREPARATION

The A/E shall prepare and submit a Draft Preliminary Engineering Report that includes a recap of the selection process, a summary of the selection results, and a detailed discussion on the final selected site and configuration. In addition, the Draft PER shall include:

- Confirmation of constructability of the primary improvements or recommendation and justification for adjustments.
- Brief discussion of alternative tank materials of construction, locations, and configurations (geometry and size) and a recommendation(s) for this Project.
- Evaluation of co-use alternatives including reclaimed storage and influent attenuation (flow equalization).
- Evaluation and recommendations for operating protocols including tie-in locations for chlorine contact chambers, tertiary filtration, and pretreatment (headworks).
- Evaluation and recommendations for pumping facilities to be included as a part of the storage system and other associated hydraulic considerations.
- Provide decision matrixes for proposed alternatives and recommendations, as necessary.
- General description of proposed methods for handling flows during construction, tie-ins and maintenance of plant operations (MOPO).
- Construction sequencing concepts and constraints.
- Maintenance of traffic concepts.
- Proposed methods for mitigating contaminated soils/groundwater.
- Design criteria especially those not covered by City standards.
- Conceptual site plans illustrating recommended tank location, geometry, height, setback, and pumping.
Appendix A – Scope of Services
NORTHWEST WRF REJECT WATER STORAGE TANK
City of St. Petersburg Project No. 18103-111

- Conceptual electrical and instrumentation and control diagrams illustrating initial control strategies and power plans.
- Outline of technical specifications.
- Opinion of Probable Cost.
- Pavement surface restoration general concepts.
- Plan for disposition of existing infrastructure placed out of service.
- List of Permits required.
- Real property requirements, if any, including temporary or permanent easements, and acquisitions.
- Summary of the ISI Envision Pre-Assessment Checklist.

The A/E shall submit to the City an electronic copy of the Draft PER for review and comment. It is assumed that the City shall have a two (2) week review period. After which, the A/E will meet with the City to discuss and receive comments on the Draft PER.

4.3 FINAL PRELIMINARY ENGINEERING REPORT

The A/E shall incorporate comments from the review meeting and prepare the Final Preliminary Engineering Report. Three (3) signed and sealed hard copy and one (1) electronic file in PDF of the Final Preliminary Engineering Report will be submitted to the City. A comment/response letter will be submitted with the Final Preliminary Engineering Report to ensure that all the City’s comments have been addressed from the draft submittal.

TASK 5 - PUBLIC OUTREACH (CONTINGENCY)

The A/E shall prepare information for and attend public information meeting(s). The public outreach services may include, but not be limited to:

- Attendance at Public Information Meeting(s).
- Define the Public Outreach Program, Goals and Components.
- Content for the Public Meetings and Outreach Program.
- Initial Program Message and Story and Visual Aids, Handouts, Drawings and Other Outreach Materials.
- Preparation of a Summary Report of the Public Meetings.

This Task shall require authorization by City prior to work being completed.

DELIBERABLES

TASK 1 – PROJECT SETUP AND ADMINISTRATION
- Detailed Project schedule
- External kick-off meeting agenda, sign-in sheet and minutes
- Workshop agendas, sign-in sheets and minutes
- Monthly invoices and status reports

TASK 2 - PRELIMINARY ENGINEERING SERVICES
- Meeting Minutes of the Site Walk Through.
Appendix A – Scope of Services
NORTHWEST WRF REJECT WATER STORAGE TANK
City of St. Petersburg Project No. 18103-111

TASK 3 – WORKSHOPS
• Site Selection Workshop Sign-in Sheet.
• Site Selection Workshop Agenda.
• One (1) Site Selection Matrix, Conceptual Site Maps, Presentation.
• Site Selection Workshop Meeting Minutes.
• Tank Configuration Workshop Sign-in Sheet.
• Tank Configuration Workshop Agenda.
• One (1) Tank Material and Construction Matrix, Conceptual Layouts, Presentation.
• Tank Configuration Workshop Meeting Minutes.
• Final Tank Selection Workshop Sign-in Sheet.
• Final Tank Selection Workshop Agenda.
• One (1) Final Tank Selection Matrix, Conceptual Layouts, Presentation.
• Final Tank Selection Workshop Meeting Minutes.

TASK 4 – PRELIMINARY ENGINEERING REPORT
• One (1) electronic copy in PDF of the Draft Preliminary Engineering Report.
• Meeting Minutes of the Draft PER review meeting.
• Comment/response Letter.
• Three (3) signed and sealed hard copy and one (1) electronic copy of the Final Preliminary Engineering Report.

Task 5 – PUBLIC OUTREACH (CONTINGENCY)
• Visual Aids.
• Handouts.
• Drawings.
• Other Outreach Materials.
• Public Meeting Summary Report.

PROJECT TEAM

The key A/E Project team members include the following staff:
• Jeff Lowe, Project Manager
• John Pacifici, Assistant Project Manager
• Matt Love, Lead Engineer
• Travis Parsons, Project Engineer
• Jim White, Structural
• Alan Schwab, Instrumentation and Control
• Holly Kremers, Sustainability Professional
• Tim Palmer, Sustainability Professional

When Final Design services are requested, the following subconsultants will be included:
• Hyatt Surveying Services, Inc. – Surveying
• Ambient Technologies – Subsurface Utilities Engineering (SUE)
• Arehna Engineering, Inc. – Geotechnical Investigations
• Stantec Inc. – Site/Civil Grading, Paving, Drainage and ERP Permitting
• G2 Marketing – Public Outreach

-- End of Scope --
APPENDIX B – FEES AND COSTS  
Northwest WRF Reject Water Storage Tank  
City of St. Petersburg  
Project No. 18103-111

<table>
<thead>
<tr>
<th>TASK</th>
<th>LABOR COSTS</th>
<th>OTHER DIRECT COSTS*</th>
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*Printing, postage, mileage, travel, hotel, and meals.
## APPENDIX C - SCHEDULE

NORTHWEST WRF REJECT STORAGE TANK  
CITY OF ST. PETERSBURG, FLORIDA  
PROJECT NO. 18103-111

### TASKS

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*X = Meeting  
*Upon City Request
A RESOLUTION ACKNOWLEDGING THE SELECTION OF WADE TRIM, INC. ("WADE TRIM") AS THE MOST QUALIFIED FIRM TO PROVIDE PROFESSIONAL SERVICES FOR THE NWWRF REJECT WATER STORAGE TANK PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH WADE TRIM FOR WADE TRIM TO PROVIDE PRELIMINARY DESIGN SERVICES FOR THE PROJECT, INCLUDING PROJECT SETUP AND ADMINISTRATION AND WORKSHOPS IN AN AMOUNT NOT TO EXCEED $139,840; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 18103-111; ORACLE NO. 16396)

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 7034 dated August 27, 2018 for the NWWRF Reject Water Storage Tank Project ("Project"); and

WHEREAS, the City received four (4) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Brejesh Prayman, Diana Smilova, Scott Murray, Charles Wise, and Sylvia Rosario) met on October 18, 2018 to discuss the SOQs and motioned to hear presentations and conduct interviews on November 13, 2018 with the four (4) firms who submitted SOQs; and

WHEREAS, on November 13, 2018, the four (4) shortlisted firms 1) AECOM Technical Services, Inc.; 2) Greeley and Hansen LLC; 3) Grissom Smith, LLC; and 4) Wade Trim, Inc. made presentations to the selection committee; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the four (4) firms, the selection committee met on November 13, 2018 and ranked Wade Trim as the most qualified firm to provide professional services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Wade Trim 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 Wade Trim for Wade Trim to provide preliminary design services for the Project including Project setup and administration and workshops in an amount not to exceed $139,840.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Wade Trim, Inc. ("Wade Trim") 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 Wade Trim for Wade Trim to provide preliminary design services for the Project, including Project setup and administration and workshops in an amount not to exceed $139,840.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)
00432253
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to PCL Construction, Inc. for the repair of two timber piles at the 48" water main aerial crossing of Miles Creek, adjacent to 66th Street North at a contract amount of $94,788.41.

Explanation: PCL Construction, Inc. ("PCL") was one of four job order contractors approved by City Council on June 15, 2017, to perform Job Order Contracting (JOCs) services for the City. These services include wastewater and water treatment plant maintenance, repair, minor construction, and utilities. PCL has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and infrastructure.

The job order contractor will repair two timber piles supporting the 48" water main aerial crossing of Miles (Lellman's) Creek. The condition of these piles were deemed critical and in need of immediate repair by the City's engineering consultant, Kissinger Campo & Associates, in a report titled "Utility Crossing Inspections at Lellman's Creek and Joe's Creek". The repairs will consist of epoxy injection of voids in the piles and wrapping the piles with fiberglass-reinforced pipe jackets. The work will also include installation of a portable dam to divert creek flows around the work area.

Job order contracting allows the City to issue a job order to the job order contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The price does not include overhead and profit. Overhead and profit are included in the contractors' competitively bid adjustment factor.

The cost of the services to be provided by PCL include general conditions, mobilization, timber pile repair, and a portable cofferdam in the attached contractor price proposal.

The Kissinger Campo & Associates report also recommends other improvements to ensure security of the aerial crossings of Miles and Joe's Creeks. However, they are not deemed critical and will be addressed at a later date as a separate project.

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

PCL Construction Inc. .......................................................... $94,788.41

The job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), DIS 66th St & Mills Creek FY19 Project (17059).

Attachments: Scope of Work (5 pages)
              Price Proposal (6 pages)
              Resolution

Approvals:

[Administrative]

[Budget]
February 5, 2019

Mr. John Parks
City of St. Petersburg
Water Resources
1650 3rd Ave N
St. Petersburg, FL 33713

RE: 48" Water Transmission Main Lehman's Creek Crossing Pile Repairs

Mr. Parks,

PCL Construction, Inc. is pleased to provide the City of St. Petersburg this proposal for the Repair of piles number 5-1 and 5-2 at the Lehman's Creek Crossing 48" Water Transmission Main. Piles 5-1 and 5-2 have been identified as “Critical for Repair” by the City of St. Petersburg. These are the only piles that will be repaired in this scope of work.

The scope of supply and services, as well as, assumptions and exclusions are outlined below according to the discussions between the City of St. Petersburg and PCL Construction, Inc.

Please review and we can discuss further if necessary.

Scope of Work and Supply by PCL Construction:

1. Pile Repair Scope:
   a. Repair of piles number 5-1 and 5-2 as described and shown on the attached documents utilizing the repair methodology described in the utility crossing inspection and evaluation report (and attachments) prepared by Kisinger Campo and Associates as the “Scenario 1 (Dry – Over Land)” by SIKA or equivalent
   b. Preparation of the piles for the repair
   c. Dewatering of the piles utilizing a “Porta-dam” approach
   d. Coating of the repaired piles as described in the repair methodology

NOTE: Please see attachments for further clarity and identification of the scope of work.
2. General requirements:

   a. Final restoration of the construction access area will include sod, seeding and mulching techniques

   To be provided by the City of St. Petersburg:

   • If needed, potable/service water suitable for construction activities (cleaning/flushing, pressure washing, etc.) will be supplied by the City of St. Petersburg.
   • City of St. Petersburg will provide the utility crossing inspection and evaluation report prepared by Kisinger Campo and Associates
   • City of St. Petersburg will coordinate with the St. Petersburg General Hospital to provide access to the construction area for the Lellman’s Creek pile repair
   • Adequate work/storage area for the duration of the work schedule.
   • Access to site services contractors that PCL may use during the course of the work (Portable sanitation, trash dumpsters, equipment maintenance, etc.).
   • Access for PCL Equipment to perform the scope of work (Cranes, forklifts, etc. – this equipment may need to be stored onsite for the duration of the work to be performed).

Exclusions and Assumptions:

The following exclusions and assumptions are based on discussions between City of St. Petersburg and PCL Construction, Inc.:

   • All documentation provided by the owner has been for informational purposes in order for PCL Construction to provide a qualified proposal for the scope of work to be performed.
   • The proposal for this scope of work is based on assumption of performing this work during the dry season (prior to May 2019) and no provisions for wet weather impacts have been included in this proposal
   • The pile repair method utilized will be the “Scenario 1 (Dry – Over Land)” as described in the utility crossing inspection and evaluation report (and attachments)

PCL CONSTRUCTION, INC.
1 N Dale Mabry Hwy, Ste 1050, Tampa FL, 33609
Telephone 813.425.1440 Facsimile 813.961.1575
We encourage MBE / WBE / DBE participation. We are an Equal Opportunity Employer.
preparation by Kisinger Campo and Associates, as well as discussions between PCL, the City of St. Petersburg and Kisinger Campo and Associates

- Additional discussions between PCL, the City of St. Petersburg and Kisinger Campo and Associates have resulted in agreement to allow the use of methods by SIKA or equivalent for this pile repair application
- No concrete restoration of the 48" Water Transmission Pile cap will be included in this scope of work
- No temporary or permanent support systems for the Water Transmission Main support are included in the scope of this work
- PCL Construction will be allowed to mobilize to the site for work upon approval/acceptance of this proposal.
- PCL will provide the City of St. Petersburg a copy of a general Site Safety Program.
- Both parties shall agree to comply with the mutual party’s safety programs.
- PCL will comply with the site security requirements that are in place.
- PCL will not be responsible for EPA Storm Water maintenance.
- PCL will only be responsible for site clean-up and restoration in the immediate work areas and storage areas that will be used for the completion of the scope of work described.
- All legally salvageable material that has been demolished will be become the property of PCL. All remainder of demolished material will be removed and disposed of offsite.
- The owner will grant access to site services contractors that PCL may use during the course of the work (Portable sanitation, trash dumpsters, equipment maintenance, etc.)
- Owner will grant access for PCL material suppliers to make deliveries as required (PCL will provide as much lead time notice as available).
- PCL Construction excludes any permit or inspection costs that may be required.
- PCL Construction will not be responsible for any operational start-up or testing (Note: All equipment/flowmeters are to be calibrated by the owner).
- PCL Construction will not be responsible for underground locate services (This will be coordinated thru the owner if required).
- PCL will not be responsible for any onsite Hazardous Material encountered.
- Proposal excludes pricing for any remediation of hazardous material found on the existing site. This will be the sole burden and responsibility of the owner.
- Proposal excludes any compliance with Buy American, Buy America, Buy Domestic or similar.
If you should have any questions, please contact me at (941) 713-1947.

Sincerely,

Andrew T. Franosz
PCL CONSTRUCTION, INC.
City of St. Petersburg JOC – Project Util-PCL-0009.00

48" WM 66th Street Lellman's Creek Critical Pile Repairs

Pile 5-2

Lellman's Creek Crossing 48" Water Transmission Main – East View of Piles

Pile 5-1

Lellman's Creek Crossing 48" Water Transmission Main – East View of Piles
**Job Order Contract**

**Proposal Review Summary - CSI**

**Date:** February 20, 2019  
**Work Order #:** Util-PCL-0009.00  
**Title:** 48" WM 66th St. Lellman’s Creek Critical Pile Repairs  
**Contractor:** 156-0013-CP(DF) - PCL Construction, Inc.  
**Proposal Value:** $94,788.41  
**Proposal Name:** 48" WM 66th St. Lellman’s Creek Critical Pile Repairs  
**Proposal Submitted:** 02/14/2019

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This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the nominal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 66.38%
Job Order Contract
Proposal Review Detail - CSI

Date: February 20, 2019
Work Order #: Util-PCL-0009.00
Title: 48" WM 66th St. Lellman's Creek Critical Pile Repairs
Contractor: 156-0013-CP(DF) - PCL Construction, Inc.
Proposal Value: $94,788.41
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Proposal Submitted: 02/14/2019

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## 01 - General Requirements

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<td>Quantity x Unit Price x Factor = Total</td>
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<td>8</td>
<td>01 22 23 00-0737</td>
<td>MO</td>
<td>63,000 GPH, 4&quot; Discharge, 153' Maximum Head, Diesel Powered Portable Trash Pump</td>
<td>$1,305.52</td>
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<td>Quantity x Unit Price x Factor = Total</td>
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<td>9</td>
<td>01 22 23 00-0784</td>
<td>DAY</td>
<td>4&quot; Inside Diameter, 20' Length, Suction Hose With Couplings</td>
<td>$534.42</td>
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<td>Quantity x Unit Price x Factor = Total</td>
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<tr>
<td>10</td>
<td>01 22 23 00-0800</td>
<td>DAY</td>
<td>4&quot; Inside Diameter, 50' Length, Discharge Hose With Couplings</td>
<td>$538.17</td>
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<tr>
<td>11</td>
<td>01 55 26 00-0071</td>
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<td>6' x 32&quot; Tall Plastic Water Barrier</td>
<td>$1,405.19</td>
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<tr>
<td>12</td>
<td>01 71 13 00-0003</td>
<td>EA</td>
<td>Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with &gt;40' boom lengths, etc.</td>
<td>$598.77</td>
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<td>Contractors Note: Deploy for Portadam</td>
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<td>Category1: 01 General Conditions Category2: 0102 MOT</td>
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<td>Category1: 02 Site Work Category2: 0201 Dewater Portadam</td>
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<td>Category1: 02 Site Work Category2: 0202 Excavation/Backfill</td>
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</tbody>
</table>

Proposal Review Detail - CSI Page 2 of 5
2/20/2019
Proposal Review Detail - CSI Continued..

Date: February 20, 2019
Work Order #: Util-PCL-0009.00
Title: 48" WM 66th St. Lellman's Creek Critical Pile Repairs

<table>
<thead>
<tr>
<th>Rec#</th>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<td>01 71 13 00-0003</td>
<td>EA</td>
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<td>Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with &gt;40' boom lengths, etc.</td>
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<tr>
<td>Category1: 02 Site Work</td>
<td>Category2: 0203 Timber Pile Repair</td>
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<td>1.00</td>
<td>430.80</td>
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<td>Contractors Note: Subcontractor MOB/DEMOB</td>
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</tbody>
</table>

| Category1: 01 General Conditions | Category2: 0102 MOT |
| 14   |            |      |     | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc. |
| Category1: 02 Site Work | Category2: 0202 Excavation/Backfill |
| 15   |            |      |     | 20 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. |
|      |            |      |     | Non-hazardous material                                                                                | $780.78    |
|      |            |      |     |                                                                                                        |           |
|      |            |      |     | Installation                                                                                      |           |
|      |            |      |     | Quantity | Unit Price | Factor | Total            |
|      |            |      |     | 1.00 | 561.75 | 1.3899 | $780.78          |
| Contractors Note: MOB/Demob Forklift |

| Category1: 02 Site Work | Category2: 0202 Excavation/Backfill |
| 16   |            |      |     | City Of St. Petersburg Franchise Fee, Add |
|      |            |      |     |                                                                                                        | $54.75    |
|      |            |      |     |                                                                                                        |           |
|      |            |      |     | Installation                                                                                      |           |
|      |            |      |     | Quantity | Unit Price | Factor | Total            |
|      |            |      |     | 1.00 | 39.39  | 1.3899 | $54.75           |
| Contractors Note: |

Subtotal for 01 - General Requirements: $27,715.60

| 02 - Site Work |
|                |
|                |

| Category1: 02 Site Work | Category2: 0202 Excavation/Backfill |
| 17   |            |      |     | Excavation with Jet Vacuum Truck Includes Operator |
|      |            |      |     |                                                                                                        | $8,550.00 |
|      |            |      |     |                                                                                                        |           |
|      |            |      |     | Installation                                                                                      |           |
|      |            |      |     | Quantity | Unit Price | Factor | Total            |
|      |            |      |     | 24.00 | 285.00  | 1.2500 | $8,550.00        |
| Contractors Note: Excavate Around Piles |

Proposal Review Detail - CSI Page 3 of 5 2/20/2019
Date: February 20, 2019  
Work Order #: UtiI-PCL-0009.00  
Title: 48" WM 66th St. Leilman's Creek Critical Pile Repairs

<table>
<thead>
<tr>
<th>Rec#</th>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<tr>
<td>18</td>
<td>02100001</td>
<td>EA</td>
<td>EA</td>
<td>Repair Timber Pile, 12&quot;</td>
<td>$37,500.00</td>
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<td>Contractors Note:</td>
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<td>Work to include pile preparation, installation of pile jacket material, injection ports, injection of epoxy repair material, plugging of injection ports after repair work is completed and finish coating</td>
<td></td>
</tr>
<tr>
<td>Category1: 02 Site Work</td>
<td>Category2: 0203 Timber Pile Repair</td>
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</tbody>
</table>

| 19   | 02100002   | EA   | EA  | Pile Jacketing Materials | $6,875.00  |
|      |            |      |     |                         |             |
|      |            |      |     | Installation            |             |
|      |            |      |     | Quantity                | $6,875.00  |
|      |            |      |     | x 5,500.00             |             |
|      |            |      |     | x 1.2500                |             |
|      |            |      |     | Total                   |             |
|      |            |      |     |                         |             |
|      |            |      |     | Contractors Note:       |             |
|      |            |      |     | Material for Pile Repair will be SIKA or Equivalent per as requested by the City of St. Petersburg and per inspection evaluation performed by Kisinger Campo & Associates |             |
| Category1: 02 Site Work | Category2: 0203 Timber Pile Repair |

| 20   | 02100003   | EA   | EA  | Pile Injection Material | $9,375.00  |
|      |            |      |     |                         |             |
|      |            |      |     | Installation            |             |
|      |            |      |     | Quantity                | $9,375.00  |
|      |            |      |     | x 7,500.00             |             |
|      |            |      |     | x 1.2500                |             |
|      |            |      |     | Total                   |             |
|      |            |      |     |                         |             |
|      |            |      |     | Contractors Note:       |             |
|      |            |      |     | Material for Pile Repair will be SIKA or Equivalent per as requested by the City of St. Petersburg and per inspection evaluation performed by Kisinger Campo & Associates |             |
| Category1: 02 Site Work | Category2: 0203 Timber Pile Repair |

| 21   | 02100004   | EA   | EA  | Injection Ports - For Pile Jacketing | $625.00  |
|      |            |      |     |                         |             |
|      |            |      |     | Installation            |             |
|      |            |      |     | Quantity                | $625.00  |
|      |            |      |     | x 500.00               |             |
|      |            |      |     | x 1.2500                |             |
|      |            |      |     | Total                   |             |
|      |            |      |     |                         |             |
|      |            |      |     | Contractors Note:       |             |
|      |            |      |     | Material for Pile Repair will be SIKA or Equivalent per as requested by the City of St. Petersburg and per inspection evaluation performed by Kisinger Campo & Associates |             |
| Category1: 02 Site Work | Category2: 0203 Timber Pile Repair |

| 22   | 02 90 50 00-0101 | HR | Cleaning And Emergency Clean Up - General Laborer (Unskilled) | $656.59  |
|      |                  |    |                                                                |             |
|      |                  |    | Installation                                                  |             |
|      |                  |    | Quantity                                                      | $656.59  |
|      |                  |    | x 20.00                                                      |             |
|      |                  |    | x 23.62                                                      |             |
|      |                  |    | x 1.3899                                                    |             |
|      |                  |    | Total                                                        |             |

|      |                  |    | Contractors Note: Maintain Site |             |

| Category1: 02 Site Work | Category2: 0202 Excavation/Backfill |

Subtotal for 02 - Site Work: $63,581.59

| 31   | 31 05 16 00-0003 | TON | #57 And #89 Stone FDOT specification. | $344.58  |
|      |                  |    |                                        |             |
|      |                  |    | Installation                            | $344.58  |
|      |                  |    | Quantity                                  |             |
|      |                  |    | x 6.00                                    |             |
|      |                  |    | x 41.32                                  |             |
|      |                  |    | x 1.3899                                  |             |
|      |                  |    | Total                                      |             |

|      |                  |    | Contractors Note: Required for Dewatering Cofferdam |             |

| Category1: 02 Site Work | Category2: 0202 Excavation/Backfill |

| 24   | 31 05 16 00-0003 | 0053 | For Up To 10, Add | $168.04  |
|      |                  |      |                  |             |
|      |                  |      | Installation     | $168.04  |
|      |                  |      | Quantity         |             |
|      |                  |      | x 10.00         |             |
|      |                  |      | x 12.09         |             |
|      |                  |      | x 1.3899        |             |
|      |                  |      | Total            |             |

|      |                  |      | Contractors Note: |             |

| Category1: 02 Site Work | Category2: 0202 Excavation/Backfill |
Date: February 20, 2019  
Work Order #: Util-PCL-0009.00  
Title: 48" WM 66th St. Lellman's Creek Critical Pile Repairs

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<tr>
<th>Rec#</th>
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<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</table>
| 31   | 31 25 14 26-0003 | LF   | 2' High Silt Fence with Stakes at 4' On Center | $319.68  
Category: 02 Site Work  
Excavation/Backfill  
Contractors Note: Erosion Control  
| 26   | 31 52 21 00-0003 | LF   | 3' High x 7' Width, Portable Cofferdam, Rental Per Month Minimum 40' | $2,230.79  
Category: 02 Site Work  
Excavation/Backfill  
Category: 0202  
| 27   | 31 52 21 00-0016 | LF   | Up To 5' High, Portable Cofferdam, Delivery And Set-up In Static (Lakes Or Ponds) Water | $154.28  
Category: 02 Site Work  
Excavation/Backfill  
Category: 0200  
| Subtotal for 31 - Earthwork: | $3,217.37 |

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<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</table>
| 32   | 32 92 23 00-0006 | MSF  | Bahia Argentine Sod | $273.85  
Category: 02 Site Work  
Category: 0204  
Contractors Note: Restore Site  
| Subtotal for 32 - Exterior Improvements: | $273.85 |

Proposal Total: $94,788.41

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals, and the proposal total is due to rounding of the line items and sub-totals.

The Percent of NPP on this Proposal: 66.38%
RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. UTIL-PCL-0009 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL CONSTRUCTION, INC. (“CONTRACTOR”) DATED DECEMBER 14, 2017 FOR CONTRACTOR TO REPAIR TWO TIMBER PILES SUPPORTING THE 48” WATER MAIN AERIAL CROSSING OF MILES CREEK, ADJACENT TO 66TH STREET NORTH IN AN AMOUNT NOT TO EXCEED $94,788.41; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and PCL Construction, Inc. (“Contractor”) entered into an agreement on December 14, 2017, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. UTIL-PCL-0009 to Contractor to repair two timber piles supporting the 48” water main aerial crossing of Miles Creek, adjacent to 66th Street North in an amount not to exceed $94,788.41.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. UTIL-PCL-0009 to the Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. (“Contractor”) dated December 14, 2017 for Contractor to repair two timber piles supporting the 48” water main aerial crossing of Miles Creek, adjacent to 66th Street North in an amount not to exceed $94,788.41.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

00432293
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of March 14th, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Perpetual and Non-Exclusive Easement and Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the purposes of stormwater and maintenance of stormwater structures and piping affiliated with Eckerd’s system and the City’s Southwest Water Reclamation Facility; and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the City owned Southwest Water Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"). As part of the Project the City will redirect existing stormwater flows from the west, which comingle through Eckerd’s stormwater system, to the east through a new and separate underground piping system and outfall.

The City and Eckerd College’s drainage system was connected at one common location on City property. With the separation of stormwater systems a segment of Eckerd’s drainage system crossing onto the City property will remain in place. Eckerd has requested this easement to maintain in perpetuity the currently existing stormwater conveyance system. This system is primarily a pond, outfall structure, and piping that lies on the west boundary of the reclamation facility.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Perpetual and Non-Exclusive Easement and Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the purposes of stormwater and maintenance of stormwater structures and piping affiliated with Eckerd’s system and the City’s Southwest Water Reclamation Facility; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There is no funding needed associated with the approval of this Easement and Agreement. Funding to complete the stormwater construction activities is pending approval by City Council on April 4, 2019, as part of the Eighth Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida, and The Haskell Company dated March 22, 2017.

ATTACHMENTS: Perpetual and Non-Exclusive Easement and Agreement with Attachments Resolution

APPROVALS:

[Signatures]

Administration: [Signature] Budget: [Signature]
RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS
designee TO EXECUTE A PERPETUAL AND NON-
EXCLUSIVE EASEMENT AND AGREEMENT ("AGREEMENT")
WITH ECKERD COLLEGE, INC., A FLORIDA NOT FOR PROFIT
CORPORATION ("ECKERD"), TO ALLOW FOR THE PURPOSES
OF STORMWATER AND MAINTENANCE OF STORMWATER
STRUCTURES AND PIPING AFFILIATED WITH ECKERD'S
SYSTEM AND THE CITY'S SOUTHWEST WATER
RECLAMATION FACILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City of St. Petersburg ("City") is currently constructing improvements
to the stormwater retention and conveyance system ("Project") within the Southwest Water
Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"); and

WHEREAS, the City and Eckerd College's drainage system was connected at one
common location within the boundaries of the City Property; and

WHEREAS, as the City and Eckerd have negotiated a separate easement which will
allow the City to redirect stormwater flows from City Property through a new stormwater conveyance
system in and upon Eckerd's property to an outfall at Frenchman's Creek, separating elements of
Eckerd College's existing stormwater conveyance system from the new stormwater conveyance
system to be constructed in and upon Eckerd's as a part of City Project No. 17071-111; and

WHEREAS, Eckerd has requested an easement to maintain in perpetuity its currently
existing stormwater conveyance system within City property, consisting of a pond, outfall structure,
and piping.

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 Drainage Easement
Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"),
to allow for the maintenance of Eckerd stormwater structures and piping affiliated with facilities at the
City's Southwest Water Reclamation Facility, and all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00432531

APPROVED BY:

Brijesh Prayman, Director, SP, ENV
Engineering & Capital Improvements
Return To:
Legal Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

County Parcel Identification Number: 10-32-16-24287-001-0010

PERPETUAL AND NON-EXCLUSIVE EASEMENT AND AGREEMENT
FOR EXISTING STORMWATER INFRASTRUCTURE MAINTENANCE
(CITY OF ST. PETERSBURG, FLORIDA TO ECKERD COLLEGE)

THIS INDENTURE made this ___ day of __________, 2019; between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation, whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, hereinafter referred to as "Grantor", and ECKERD COLLEGE, INC., a Florida not for profit corporation whose address is 4200 54th Avenue South, St. Petersburg, Florida, 3371, hereinafter referred to as "Grantee";

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by the Grantee, the receipt of which is hereby acknowledged, and in consideration of the conditions and covenants contained herein, the Grantor does hereby grant and convey to the Grantee a non-exclusive, perpetual easement ("Easement") for stormwater purposes, in and upon that certain land situated in Pinellas County, Florida, which is more particularly illustrated in Exhibit "A" and further described in Exhibit "B", attached hereto and by this reference made a part hereof ("Easement Area").

Said stormwater purposes shall include maintenance of the easement in perpetuity of a currently existing stormwater conveyance system including but not limited to a stormwater pond, pipes and structures, and for installation, operation, and construction of any reasonably necessary related facilities for the conveyance and distribution of stormwater through and upon this existing infrastructure, including any necessary communications, fixtures and equipment and accessories desirable in connection therewith.

The Grantee shall have the right to patrol, inspect, alter, improve, repair or replace and rebuild such stormwater conveyance system and related equipment and accessories, together with all the rights and privileges necessary or convenient for the full enjoyment and use thereof for the purposes above-described, including but not limited to the right to enter over, in and upon lands of the Grantor, its successors and assigns, immediately adjacent to the Easement Area and lands that would provide reasonable access to the Easement Area to the Grantee, its successors and assigns, for purposes of exercising the rights and privileges herein granted. Grantee
recognizes that the area over which the Easement is located is within a permitted wastewater reclamation facility and will follow all standard security and check-in protocols set forth by Grantor for that facility. Grantor acknowledges that no improvements may be developed on the Easement except for those improvements necessary for the use and maintenance of the Easement Area by the Grantee or its assigns that have been approved by the Grantor, in writing, with the exception of the earthen berm and stormwater improvements to the wastewater reclamation facility designed to prevent stormwater flow and/or upland sheet flow water over Grantee’s adjacent property to the extent as previously agreed to by the parties hereto, which improvements include (a) an onsite retention system designed to hold a 100 year 24-hour storm with the outflow discharged through a 36 inch pipe to Frenchmen’s Creek, (b) a spill containment system to withstand a catastrophic failure of a pipe to either filling or draining a 15 million gallon storage tank, and (c) for the discharge of water including treated water from the stormwater conveyance system to insure the operation of the system during a major weather event.

This Easement does not limit the Grantor’s right to install and maintain streets, driveways, fences and landscaping over the Easement Area, nor to provide access and easements on or under the Easement Area to utility companies or other providers of electronic services, radio services or other services to the Grantor, provided that same shall not unreasonably impair the rights of the Grantee, nor the purpose of the Easement granted hereunder, and provided further that if any such installed improvement shall be damaged or destroyed by Grantee in the course of exercising its rights hereunder or by any other cause whatsoever, the Grantee shall be responsible for the repair and replacement of any installed improvement or in the event that the Grantor’s utility provider that is utilizing the Easement Area for installation of a utilities damages the stormwater conveyance system of the Grantee, then such party shall be liable for repair of any damage caused by such party to the stormwater conveyance system of the Grantee. The Grantee’s liability as a result of any maintenance activity required within the Easement Area will be to return the Easement Area to as good or better condition than existed prior to the work being done. The construction of new stormwater conveyance system facilities shall not be permitted within the described Easement, unless plans for such improvements or facilities have been approved of in writing by the Grantor prior to such construction, with the exception of Grantor’s construction of the earthen berm and stormwater pond improvements to the wastewater reclamation facility. Grantee and Grantee’s agents and assigns shall not interfere with the permitted functions and normal operations of Grantor’s wastewater reclamation facility in which the Easement and Easement Area are located.

Grantor further covenants with the Grantee that, in the case where utility lines are servicing buildings on Grantors’ property, utilities may transverse the Easement Area, with written approval of the Grantee, providing they shall in no way interfere with the Grantee’s rights.

The Grantee shall, to the extent permitted by law, indemnify and hold harmless Grantor, its trustees, officers, employees, and agents from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, to also include reasonable attorney’s fees and costs arising from same, for any injury, death, and/or any other damage to any
person or property, to include the Easement Area, which results from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts and/or omissions of the Grantee, or any of the Grantee’s employees, agents, contractors, or sub-contractors. The provisions of this paragraph shall survive the expiration or earlier termination of this Perpetual and Non-Exclusive Easement.

Grantor further covenants with the Grantee that it is lawfully seized of the Easement Area which is free and clear of all encumbrances, except that the Easement Area is now and may in the future be encumbered with certain non-exclusive easements provided to third parties providing services to the Grantor’s property, in which event the Grantor, on a non-obligatory basis shall seek to obtain the joinder of the holders of such encumbrances or the holders of all such encumbrances have released any such interest in the property illustrated in "Exhibit A" and described in Exhibit "B" or have joined in the granting of this Easement, and that Grantor has good, right and lawful authority to grant the Easement described herein, and that it fully warrants that it has title to the Easement Area described herein and will defend the same against lawful claims of all persons whomsoever.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

(The remainder of this page left intentionally blank.)
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name and its corporate seal to be affixed hereunto by its proper officials duly authorized on the date first written above.

WITNESS TO GRANTOR: CITY OF ST. PETERSBURG,

FLORIDA

________________________
Witness Signature

________________________
Print

________________________
Witness Signature

________________________
Print

By: _______________________
Rick Kriseman
As Its: Mayor

ATTEST:

By: _______________________
Chan Srinivasa, City Clerk

(Affix Seal)

STATE OF FLORIDA  )
COUNTY OF PINELLAS  )

The foregoing instrument was acknowledged before me this___ day of ____________, A.D. 2019, by Rick Kriseman and Chan Srinivasa, as Mayor and City Clerk, respectively, of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida

________________________
Notary Signature

(Notary Seal)

APPROVED AS TO CONTENT:

City Attorney (Designee)

________________________
By: _______________________
00432140 - Final

APPROVED AS TO FORM:

City Attorney (Designee)

________________________
By: _______________________

Exhibit "B"

LEGAL DESCRIPTION
Description and Sketch

(NOT A SURVEY)

LEGAL DESCRIPTION:
A portion of land lying in the northeast quarter of fractional Section 10, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

COMMENCE at the northwest corner of Lot 1, Block 1, ECKERD'S SUBDIVISION NO. 3, as recorded in Plat Book 111, Page 19, Public Records of Pinellas County, Florida; thence S00°07'39"W, 500.68 feet along the westerly boundary line of said Lot 1 to the POINT OF BEGINNING; thence S55°43'39"E, 45.78 feet; thence S18°33'58"E, 20.62 feet; thence S02°04'56"W, 35.76 feet; thence S25°05'36"W, 17.65 feet; thence S50°47'53"W, 17.31 feet; thence S06°37'01"E, 71.89 feet; thence S10°51'26"E, 142.61 feet to the southerly boundary line of said Lot 1, Block 1; thence N39°52'21"W, 10.19 feet along said southerly boundary line; thence N10°51'26"W, 141.04 feet; thence N06°37'01"W, 65.87 feet; thence S50°47'53"W, 17.13 feet to the westerly boundary line of said Lot 1, Block 1; thence N00°07'39"W, 126.32 feet along said westerly boundary line to the POINT OF BEGINNING.

Containing an area of 6,126 square feet, more or less;

Surveyor's Notes:
1. Bearings are based on the westerly boundary line of Lot 1, Block 1 which bears S00°07'39"W per the plat of ECKERD'S SUBDIVISION NO. 3, recorded in Plat Book 111, Page 19.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
5. Not valid without accompanying sheet.

Timothy R. Collins  Date
Professional Surveyor and Mapper
Florida Registration Number 6882
See Sheet 1 for notes, signature and seal.

City of St. Petersburg
Tax Parcel Identification 10-32-16-24287-001-0010
Lot 1, Block 1
Eckerd's Subdivision No. 3
Plat Book 111, Page 19

NOT TO SCALE
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of March 14th, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Temporary Construction Easement ("Easement Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility; and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the City owned Southwest Water Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"). As part of the Project the City will redirect existing stormwater flows from the west, which comingle through Eckerd’s stormwater system, to the east through a new and separate underground piping system and outfall. The addition of this new drainage system requires an easement from Eckerd as well as this temporary construction easement which allows for the use and placement of necessary equipment and materials.

The Project, City Project no. 17071-111 SWWRF Stormwater and Site Improvements ("Stormwater Improvements Project"), will be constructed along the southeastern boundary of the City property and extends through easements with Eckerd, Florida Department of Transportation right-of-way, and out to Frenchman’s Creek.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Temporary Construction Easement ("Easement Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There is no funding needed associated with the approval of this Temporary Construction Easement. Funding to complete the stormwater construction activities is pending approval by City Council on April 4, 2019, as part of the Eighth Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida, and The Haskell Company dated March 22, 2017.

ATTACHMENTS: Temporary Construction Easement with Attachments
Resolution

APPROVALS:

[Signature]
Administration:

[Signature]
Budget
RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT ("AGREEMENT") WITH ECKERD COLLEGE, INC., A FLORIDA NOT FOR PROFIT CORPORATION ("ECKERD"), TO ALLOW FOR THE CONSTRUCTION OF STORMWATER STRUCTURES AND PIPING AFFILIATED WITH FACILITIES AT THE CITY'S SOUTHWEST WATER RECLAMATION FACILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the Southwest Water Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"); and

WHEREAS, the City and Eckerd have negotiated a separate easement which will allow the City to redirect stormwater flows from City property through a new stormwater conveyance system in and upon Eckerd’s property to an outfall at Frenchman’s Creek as part of City Project No. 17071-111; and

WHEREAS, the addition of this new stormwater conveyance system in and upon Eckerd’s property requires that the City obtain a Temporary Construction Easement allowing for the use and placement of necessary construction equipment and materials.

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 Temporary Construct Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction and maintenance of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility pursuant to City Project No. 17071-111, and all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:  

APPROVED BY:

[Signature]
City Attorney (Designee)
00432535

[Signature]
Brijesh Prayman, Director, SP, ENV
Engineering & Capital Improvements
RETURN TO:
Legal Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

County Parcel Identification Number: 10-32-16-00000-120-0200

TEMPORARY CONSTRUCTION EASEMENT
(ECKERD COLLEGE TO CITY OF ST. PETERSBURG)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement Agreement"), dated as of ________, 2019, by and between ECKERD COLLEGE, INC., a Florida not for profit corporation whose address is 4200 54th Avenue South, St. Petersburg, Florida, 33711, ("Grantor"), and the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842 ("Grantee"), collectively (the "Parties"): 

WHEREAS, in order to install and construct a stormwater discharge system, the City of St. Petersburg has requested from Eckerd College an easement to install the discharge line (the "Discharge Easement") and this Temporary Construction Easement ("Construction Easement") to be used to install the discharge system within the discharge easement area provided under the terms of the Discharge Easement (the "Discharge Easement Area").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and the mutual advantages accruing to the Parties hereunder, hereto agree as follows:

1. Grantor hereby grants, bargains, releases and conveys unto the Grantee, the Discharge Easement within a parcel of land owned by the Grantor situated in Pinellas County, Florida ("Property"), and more particularly described and illustrated as: 

   See attached composite "Exhibit A"

2. The Construction Easement shall be utilized in conjunction with the installation and construction of a stormwater outfall pipeline within the Discharge Easement Area located within
the Property (the "Project"). The Construction Easement shall allow for the Grantee to access the Discharge Easement Area to excavate and install a subterranean stormwater outfall pipe utilizing the eastern ten (10) feet from the eastern boundary of the Discharge Easement located on the Property for the purpose of constructing and installing the outfall pipeline within the Discharge Easement Area during the Project as illustrated in Exhibit “A”.

3. This Construction Easement is conveyed to the Grantee at no cost and, in consideration of said conveyance, the Grantee agrees to restore the Discharge Easement Area to as good or better condition as existed immediately prior to the start of construction of the outfall pipeline within the Discharge Easement Area.

4. All rights and benefits provided to the Grantee hereunder by the Grantor shall immediately terminate upon completion of the outfall pipeline project within the Discharge Easement Area and acceptance thereof by all of the agencies that were involved in the permitting of the Project.

5. Grantor hereby acknowledges that it has interest in and to the land described as the Property which would include the Discharge Easement Area and that Grantor shall convey this Construction Easement to the Grantee.

6. Grantee hereby acknowledges that it has full right and authority to enter into this Easement Agreement for the Construction Easement and acknowledges that it shall at its own cost and expense build the outfall pipeline with funds immediately available to the Grantee and shall pay any and all costs associated with the development of the Project when due.

7. Grantee shall not cause any lien to be filed against the Property for any labor or materials used in connection with the work performed or claimed to have been performed on the Discharge Easement Area and/or the Property by contractors and/or sub-contractors or otherwise at the direction of Grantee. The Grantee shall cause any such liens to be properly released by such lienor or properly bonded off by transferring such lien or liens from the Discharge Easement Area or Property to other security in an amount required by and in accordance with Section 713.24, Florida Statutes, as amended and, in all events, in a manner sufficient to cause the Discharge Easement Area and the Property to be properly released from such lien or liens.

8. Grantee further acknowledges that the Project shall be completed within 365 days from the
date of this Construction Easement and that any and all rights available to the Grantee pursuant to this Construction Easement as well as to the Discharge Easement shall be waived and of no further force and affect if the Project is not completed on the date set forth above unless and except if the Grantor approves in writing any extension of the term of this Construction Easement and the Discharge Easement.

9. Grantee shall promptly repair at its own expense all damage to any property, facilities or improvements to the Property and/or the Discharge Easement Area including underground cables, pipes and similar infrastructure if such damage was caused by the Grantee’s rights and privileges under this Construction Easement and or the Discharge Easement or by any agent or contractor of the Grantee engaged for the purpose of constructing the Project.

10. This Construction Easement and the Discharge Easement shall be construed as if prepared by all parties hereto and be governed by and construed under the laws of the State of Florida.

11. In the event of a dispute and/or legal claim by any party against the other, the prevailing party shall be entitled to seek reasonable legal fees, costs and expenses.

12. All covenants, terms, provisions and conditions herein contained and in the Discharge Easement extend to and shall be obligatory upon the successors and assigns of the parties hereto.
IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name as of the day and year first written above.

Signed, sealed and delivered in the presence of:

________________________
Witness Signature

________________________
Typed, Printed or Stamped Name

________________________
Witness Signature

________________________
Typed, Printed or Stamped Name
(Corporate Seal)

Grantor:

________________________
Eckerd College, Inc.

By: _______________________
Signature

By: _______________________
Typed, Printed or Stamped Name

________________________
Title

ATTEST:

By: _______________________
Signature

By: _______________________
Typed, Printed or Stamped Name

________________________
Corporate Secretary
Title

STATE OF FLORIDA    )
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this _______ day of __________, 2019, by __________________________ of Eckerd College, a Florida for not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____________ as identification, and appeared before me at the time of notarization.

Notary Public - State of Florida
(Seal)

________________________
Notary Signature

________________________
Typed, Printed or Stamped Name
WITNESSES (as to Grantee):

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

APPROVED AS TO CONTENT:

City Attorney (Designee)
By:__________________________
Assistant City Attorney
00432142 - Final

APPROVED AS TO FORM:

City Attorney (Designee)
By:__________________________
Assistant City Attorney

STATE OF FLORIDA      )
COUNTY OF PINELLAS     )

The foregoing instrument was acknowledged before me this _______ day of ________, 2019, by ______________________ of The City of St. Petersburg, Florida, a municipal corporation, on behalf of the City. He/She is personally known to me or has produced ______________ as identification, and appeared before me at the time of notarization.

Notary Public - State of Florida
(Seal)

Notary Signature

Typed, Printed or Stamped Name

Page 5 of 6
Description and Sketch  
(NOT A SURVEY)

LEGAL DESCRIPTION:
A portion of land lying in the northeast quarter of fractional Section 10, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

COMMENCE at the northeast corner of Lot 1, Block 1, ECKERD'S SUBDIVISION NO. 3, as recorded in Plat Book 111, Page 19, Public Records of Pinellas County, Florida; thence S00°07'39"W, 461.01 feet along the easterly boundary line of said Lot 1 to the southerly boundary line of said Lot 1; thence N89°52'21"W, 26.13 feet along said southerly boundary line; thence S00°34'20"E, 42.49 feet along the westerly line of a Sanitary Sewer Easement recorded in Official Records Book 18505, Page 514 of said Public Records; thence S45°33'59"E, 37.61 feet continuing along said Sanitary Sewer Easement; thence S89°55'56"E, 18.60 feet continuing along said Sanitary Easement; thence N67°28'59"E, 8.07 feet; thence S72°31'09"E, 29.16 feet; thence N63°50'02"E, 122.81 feet; thence N78°18'53"E, 166.24 feet; thence S78°40'07"E, 26.97 feet; thence S34°02'11"E, 117.32 feet; thence S06°51'48"W, 315.72 feet to the POINT OF BEGINNING; thence S36°41'51"E, 68.92 feet; thence N03°17'54"W, 67.90 feet; thence N36°41'51"W, 56.93 feet; thence N06°51'48"E, 19.29 feet to the POINT OF BEGINNING.

Containing an area of 1,170 square feet, more or less;

Surveyor's Notes:
1. Bearings are based on the easterly boundary line of Lot 1, Block 1 which bears S00°07'39"W per the plat of ECKERD'S SUBDIVISION NO. 3, recorded in Plat Book 111, Page 19.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
5. Not valid without accompanying sheet.

Timothy R. Collins  
Professional Surveyor and Mapper  
Florida Registration Number 6882
Description and Sketch

(NOT A SURVEY)

POINT OF COMMENCEMENT
Northeast corner of Lot 1, Block 1

Limits of Sanitary Sewer Easement
Official Records Book 18505, Page 0514

Eckerd College
Tax Parcel Identification 10-32-16-00000-120-0200
Official Records Book 4512, Page 1026

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See Sheet 1 for notes, signature and seal.

TEMPORARY CONSTRUCTION EASEMENT
SOUTHWEST WATER RECLAMATION FACILITY
PROJECT 17071-111

SECTION 10
TOWNSHIP 32 SOUTH
RANGE 16 EAST

DATE: JUNE 18, 2018
SHEET No. 2 OF 2

ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY OF ST. PETERSBURG

NOT TO SCALE
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Drainage Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction and maintenance of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility; and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the City-owned Southwest Water Reclamation Facility ("SWWRF") located at 3800 54th Avenue South, St. Petersburg ("City Property"). As part of the Project, stormwater from SWWRF that currently flows through Eckerd's stormwater system, will be directed to the east through a new and separate underground piping system and outfall. The addition of this new drainage system requires an easement from Eckerd College. The new system provides additional on-site treatment and discharges stormwater flows to Frenchman’s Creek, the same waterbody Eckerd's existing system discharges to.

This new alignment requires coordination with both Eckerd College and Florida Department of Transportations ("FDOT").

City Project No. 17071-111 SWWRF Stormwater and Site Improvements ("Stormwater Improvements Project"), has been designed by the City’s Consultant Land & Water Engineering Science. The construction will be managed by the construction manager, The Haskell Company. Work will take place in both an existing easement and this proposed easement with Eckerd College. Additional work will take place south of the proposed Easement in a separately permitted FDOT right of way. The Project will be constructed along the southeastern boundary of Eckerd and extends through existing easements out to Frenchman’s Creek.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Drainage Easement Agreement with Eckerd College, Inc., a Florida not for profit corporation, to allow for the construction and maintenance of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There is no funding needed associated with the approval of this drainage easement. Funding to complete the stormwater construction activities is pending approval by City Council on April 4, 2019, as part of the Eighth Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida, and The Haskell Company dated March 22, 2017.

ATTACHMENTS: Drainage Easement Agreement with Attachments
Resolution

APPROVALS:

[Signature]
Administration:

[Signature]
Budget
RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DRAINAGE EASEMENT AGREEMENT ("AGREEMENT") WITH ECKERD COLLEGE, INC., A FLORIDA NOT FOR PROFIT CORPORATION ("ECKERD"), TO ALLOW FOR THE CONSTRUCTION AND MAINTENANCE OF STORMWATER STRUCTURES AND PIPING AFFILIATED WITH FACILITIES AT THE CITY’S SOUTHWEST WATER RECLAMATION FACILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the Southwest Water Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"); and

WHEREAS, Eckerd and the City have negotiated a drainage easement agreement which will allow the City to redirect stormwater flows from City Property through a new stormwater conveyance system in and upon Eckerd’s property via underground piping to an outfall to Frenchman’s Creek as a part of City Project No. 17071-111. The new stormwater conveyance system provides additional on-site treatment.

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 Drainage Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the construction and maintenance of stormwater structures and piping affiliated with facilities at the City's Southwest Water Reclamation Facility, and all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)
0432533

APPROVED BY:

[Signature]
Brijesh Prayman, Director, SP, ENV Engineering & Capital Improvements
PERPETUAL AND NON-EXCLUSIVE EASEMENT AND AGREEMENT
(ECKERD COLLEGE TO CITY OF ST. PETERSBURG, FLORIDA)

THIS INDENTURE made this ___ day of __________, 2019; between ECKERD COLLEGE, INC., a Florida not for profit corporation whose address is 4200 54th Avenue South, St. Petersburg, Florida, 33711, hereinafter referred to as "Grantor", and the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation, whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, hereinafter referred to as "Grantee" (the "Easement Agreement");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by the Grantee, the receipt of which is hereby acknowledged, and in consideration of the conditions and covenants contained herein, the Grantor does hereby grant and convey to the Grantee a non-exclusive, perpetual easement ("Easement") for purposes described herein, in and under that certain land situated in Pinellas County, Florida, which is illustrated in Exhibit "A" and further described in Exhibit "B", attached hereto and by this reference made a part hereof ("Easement Area"). As additional consideration for the Easement provided to the Grantee hereunder, the Grantee, as owner of certain upland properties, acknowledges that the stormwater and outflow system currently and/or recently installed is designed to prevent any sheet flow and/or waste water originating on lands of the Grantee from draining across lands owned by the Grantor, except with respect to the sheet flow which may result if there is a significant weather event that results in the breach of the stormwater discharge system currently upgraded and installed by the Grantee on or about the date of this Easement Agreement, which includes (a) an onsite retention system designed to hold a 100 year 24-hour storm with the outflow discharged through a 36 inch pipe to Frenchmen's Creek, (b) a spill containment system to withstand a catastrophic failure of a pipe to either filling or draining a 15 million gallon storage tank, and (c) for the discharge of water including treated water from the stormwater conveyance system to insure the operation of the system during a major weather event.

The Easement Area shall be used for the below ground installation with surface manhole-access in perpetuity of a stormwater conveyance system, and the maintenance thereof, including
but not limited to pipes and other below ground facilities necessary for the installation, construction and operation of any related systems for the conveyance and distribution of stormwater, including any necessary fixtures, equipment and accessories desirable in connection therewith. It is understood that the surface of the Easement Area shall be cleared of vegetation and used at the time of the installation of the stormwater conveyance system and that subsequent to installation the surface of the Easement Area shall be graded and improved with the seeding and/or sodding of Bahia grass, which surface area shall be regularly maintained on an annual basis by cutting and fertilizing the vegetation thereon to the same condition that such property is currently vegetated except for removal of trees with hard-stemmed growth which shall be eliminated, thereafter during the term of this Easement.

The Grantee shall have the right to patrol, inspect, alter, improve, repair or replace and rebuild such stormwater conveyance system and related equipment and accessories, together with all the rights and privileges necessary or convenient for the full enjoyment and use thereof for the purposes as described above, including but not limited to the right to enter over, in and upon lands immediately adjacent to the Easement Area and lands that would provide reasonable access to the Easement Area by the Grantee, its successors and assigns, for purposes of exercising the rights and privileges herein granted, including, but not limited to, the right to clear the Easement Area of currently existing vegetation, structures, pavement or any other encroachment without liability, and to excavate and construct a stormwater conveyance system within the Easement Area. Grantee recognizes that the Easement exists within a secured college facility occupied by students and faculty and will follow the standard security protocols and procedures required by Grantor to the extent reasonably possible. As provided no permanent or temporary structures shall be developed on the surface of the Easement Area by the Grantee and no permanent building shall be developed on the surface of the Easement Area by the Grantor unless such facility to be developed by Grantor is approved in writing by the Grantee.

This Easement does not limit the Grantor’s right to install and maintain streets, driveways, fences and landscaping over the Easement Area, nor to provide access and easements on or under the Easement Area to utility companies or other providers of electronic services, radio services or other services to the Grantor, provided that same shall not unreasonably impair the rights of the Grantee, nor the purpose of the Easement granted hereunder; and provided further that if any such installed improvement shall be damaged or destroyed by Grantee in the course of exercising its rights hereunder, the Grantee shall be responsible for the repair and replacement of any such installed improvement or in the event that the Grantor’s utility provider that is utilizing the Easement Area for installation of utilities damages the stormwater conveyance system of the Grantee then such utility provider shall be liable for repair of any damage caused by such party to the stormwater conveyance system of the Grantee. The Grantee’s responsibility subsequent to initial construction of the stormwater conveyance system shall be to return the Easement Area cleared of vegetation and other improvements, except those specified by the Grantor, and any future work on or under the Easement Area shall be limited to returning the Easement Area to its previous grade. The construction of a stormwater conveyance system or facilities shall not be permitted within the Easement Area, unless plans for such improvements or facilities have been approved of, in writing, by the Grantor prior to such construction.
The Grantee covenants that in the case where utility companies or other providers of electronic services, radio services or other services that are now or may in the future service buildings on Grantors' property that the providers of such services may traverse the Easement Area, providing they shall not unreasonably interfere with the Grantee's rights. It is currently understood that AT&T has a service already traversing the Easement Area to service other properties of the Grantor.

The Grantee shall, to the extent permitted by law, indemnify and hold harmless Grantor, its trustees, officers, employees, and agents from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, to also include reasonable attorney's fees and costs arising from same, for any injury, death, and/or any other damage to any person or property, to include the Easement Area, which results from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts and/or omissions of the Grantee, or any of the Grantee's employees, agents, contractors, or sub-contractors, provided however, that the Grantee's liability is subject to the monetary limitations and defenses imposed by Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Grantee, nor shall anything herein be construed as consent by the Grantee to be sued by any third party for any cause or matter arising out of or related to this Perpetual and Non-Exclusive Easement except to the extent provided by 768.28, F.S. The provisions of this paragraph shall survive the expiration or earlier termination of this Perpetual and Non-Exclusive Easement.

The Grantor shall, to the extent permitted by law, indemnify and hold harmless Grantee, its trustees, officers, employees, and agents from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, to also include reasonable attorney's fees and costs arising from same, for any injury, death, and/or any other damage to any person or property, to include the Easement Area, which results from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts and/or omissions of the Grantor, or any of the Grantor's employees, agents, contractors, or sub-contractors. The provisions of this paragraph shall survive the expiration or earlier termination of this Perpetual and Non-Exclusive Easement.

Grantor further covenants with the Grantee that it is lawfully seized of the Easement Area which is free and clear of all encumbrances, except that it is now and may in the future be encumbered with certain non-exclusive easements provided to third parties providing services to the Grantor's property. Grantor has right, title and interest and the lawful authority to grant the Easement described herein, subject to the rights of third parties as described above, and that it fully warrants that it has title to the Easement Area described herein and will defend the same against lawful claims of all persons whomsoever.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

(The remainder of this page left intentionally blank.)
IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to signed in its name as of the day and year first written above.

Signed, sealed and delivered in the presence of (as to Eckerd):

__________________________
Witness Signature

__________________________
Typed, Printed or Stamped Name

__________________________
Witness Signature

__________________________
Typed, Printed or Stamped Name

(Corporate Seal)

Grantor:

ECKERD COLLEGE, INC.

By: ____________________________
Signature

__________________________
Typed, Printed or Stamped Name

__________________________
Typed, Printed or Stamped Name

Title

ATTEST:

By: ____________________________
Signature

__________________________
Typed, Printed or Stamped Name

Corporate Secretary

__________________________
Typed, Printed or Stamped Name

Title

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ______ day of __________, 2019, by ___________________________ of ECKERD COLLEGE, INC., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced ____________________ as identification, and appeared before me at the time of notarization.

__________________________
Notary Public - State of Florida
(Seal)

__________________________
Notary Signature

__________________________
Typed, Printed or Stamped Name
Signed, sealed and delivered in the presence of (as to City):

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

Grantee:

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Signature

Typed, Printed or Stamped Name

Title

ATTEST: ____________________________
City Clerk

REVIEWED BY:

Alfred G. Wendler, Director
Real Estate & Property Management

APPROVED BY:

Brezesh Prayman, Director, SP, ENV
Engineering & Capital Improvements

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: ____________________________
Assistant City Attorney

00432141 - Final

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ______ day of ________, 2019, by
________________________________ of CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation, on behalf
of the City. He/She is personally known to me or has produced ________________ as identification, and
appeared before me at the time of notarization.

Notary Public - State of Florida
(Seal)

Typed, Printed or Stamped Name

Exhibits:
Exhibit A – Illustration
Exhibit B – Legal Description
Exhibit "B"

LEGAL DESCRIPTION
Description and Sketch

LEGAL DESCRIPTION:

(A NOT A SURVEY)

A portion of land lying in the northeast quarter of fractional Section 10, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

AREA #1

COMMENCE at the northeast corner of Lot 1, Block 1, ECKERD'S SUBDIVISION NO. 3, as recorded in Plat Book 111, Page 19, Public Records of Pinellas County, Florida; thence S00°07'39"W, 461.01 feet along the easterly boundary line of said Lot 1 to the southerly boundary line of said Lot 1; thence N89°52'21"W, 26.13 feet along said southerly boundary line to the POINT OF BEGINNING; thence S00°34'20"E, 42.49 feet along the westerly limits of a Sanitary Sewer Easement recorded in Official Records Book 18505, Page 0514 of said Public Records; thence S45°33'59"E, 15.30 feet continuing along said limits of Sanitary Sewer Easement; thence N75°18'33"W, 23.65 feet; thence N00°34'20"W, 47.23 feet along a line parallel with and 12 feet from said westerly limits of Sanitary Sewer Easement to said southerly boundary line; thence S89°52'21"E, 12.00 feet along said southerly boundary line to the to the POINT OF BEGINNING.

Containing an area of 628 square feet, more or less.

Together with a portion of land more particularly described as follows:

AREA #2

COMMENCE at the northeast corner of Lot 1, Block 1, ECKERD'S SUBDIVISION NO. 3, as recorded in Plat Book 111, Page 19, Public Records of Pinellas County, Florida; thence S00°07'39"W, 461.01 feet along the easterly boundary line of said Lot 1 to the southerly boundary line of said Lot 1; thence N89°52'21"W, 26.13 feet along said southerly boundary line; thence S00°34'20"E, 42.49 feet along the westerly limits of a Sanitary Sewer Easement recorded in Official Records Book 18505, Page 514 of said Public Records; thence S45°33'59"E, 37.61 feet continuing along said limits of Sanitary Sewer Easement; thence S89°55'56"E, 18.60 feet; thence N67°28'58"E, 8.07 feet to the POINT OF BEGINNING; thence N67°28'59"E, 174.70 feet; thence N78°43'59"E, 167.40 feet; thence S56°16'01"E, 14.89 feet; thence S33°46'05"E, 131.81 feet; thence S08°57'34"W, 285.36 feet; thence S18°00'31"E, 24.52 feet; thence S45°01'01"E, 11.54 feet; thence N89°58'59"E, 15.38 feet along said limits of the Sanitary Sewer Easement to the limits of a Utility Easement recorded in Official Records Book 5588, Page 1568 of said Public Records; thence S03°17'25"E, 24.63 feet along said limits of Official Records Book 5588, Page 1568 to the westerly right-of-way line of I-275 (State Road 93) per Official Records Book 5020, Page 2084 being a curve concave easterly; thence along said westerly right-of-way line, 36.12 feet along an arc of a curve having a radius of 5977.85 feet, delta 00°20'46" (chord S04°39'28"W, 36.12 feet); thence N36°41'51"W, 68.92 feet; thence N06°51'48"E, 315.72 feet; thence N34°02'11"W, 117.30 feet; thence N78°40'07"W, 26.97 feet; thence S78°18'53"W, 166.24 feet; thence S63°50'02"W, 122.81 feet; thence N72°31'09"W, 29.16 feet to the POINT OF BEGINNING.

Containing an area of 12,985 square feet, more or less.

Surveyor's Notes:

1. Bearings are based on the easterly boundary line of Lot 1, Block 1 which bears S00°07'39"W per the plat of ECKERD'S SUBDIVISION NO. 3, recorded in Plat Book 111, Page 19.

2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.

3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.

4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

5. Not valid without accompanying sheets.

Timothy R. Collins
Professional Surveyor and Mapper
Florida Registration Number 6882

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<tr>
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<th>BY</th>
<th>DATE</th>
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ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY OF ST. PETERSBURG

NOT TO SCALE

EALorem

SOUTHWEST WATER RECLAMATION FACILITY
PROJECT 17071-111

SECTION 10
TOWNSHIP 32 SOUTH
RANGE 16 EAST

DATE: JUNE 14, 2018
SHEET No. 1 OF 3
Description and Sketch
(NOT A SURVEY)

City of St. Petersburg
Tax Parcel Identification 10-32-16-24287-001-0010
Lot 1, Block 1
Eckerd's Subdivision No. 3
Plat Book 111, Page 19

Point of Commencement
Northeast corner of Lot 1, Block 1

Point of Beginning
Official Records Book 5588, Page 1508

Utility Easement

Sanitary Sewer Easement
Official Records Book 18505, Page 0514

Area #1

Parallel with and 12 feet from limits of Sanitary Sewer Easement

Area #1
±628 Square Feet

Westerly limits
Sanitary Sewer Easement

Eckerd College
Tax Parcel Identification 10-32-16-00000-120-0200
Official Records Book 4512, Page 1026

See Sheet 1 for notes, signature and seal.

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<td>L3 S45°33'59&quot;E</td>
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<tr>
<td>L4 N75°18'33&quot;W</td>
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<td>L5 N00°34'20&quot;W</td>
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<td>L6 S89°52'21&quot;E</td>
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Revisions
By: TRC
Date: 10/25/18

Easement
Southwest Water Reclamation Facility
Project 17071-111

Section 10
Township 32 South
Range 16 East

Date: June 14, 2018
Sheet No.: 2 of 3

Engineering and Capital Improvement Department
City of St. Petersburg
NOT TO SCALE
Description and Sketch

(NOT A SURVEY)

POINT OF COMMENCEMENT
Northeast corner of Lot 1, Block 1

City of St. Petersburg
Tax Parcel Identification
10-32-16-24287-001-0010
Lot 1, Block 1
Eckerd's Subdivision No. 3
Plat Book 111, Page 19

Easterly boundary line
Lot 1, Block 1

Limits of Sanitary Sewer Easement
Official Records Book 5588, Page 1568

Southern boundary line
Lot 1, Block 1

Limits of Sanitary Sewer Easement
Official Records Book 18505, Page 0514

AREA #2
±12,985 Square Feet

Eckerd College
Tax Parcel Identification 10-32-16-00000-120-00200
Official Records Book 4512, Page 1026

CURVE TABLE

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<td>0°20'46&quot;</td>
<td>54°39'28&quot;W</td>
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See Sheet 1 for notes, signature and seal.

REVISIONS

BY DATE
TRC 10/25/18
TRC 11/27/18

ENGINEERING AND CAPITAL IMPROVEMENT DEPARTMENT
CITY OF ST. PETERSBURG
NOT TO SCALE

EASEMENT
SOUTHWEST WATER RECLAMATION FACILITY
PROJECT 17071-111

SECTION 10
TOWNSHIP 32 SOUTH
RANGE 16 EAST

DATE: JUNE 14, 2018
SHEET No. 3 OF 3
TO:    The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT:    A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-19-AED/W, as amended, to the architect/engineering agreement dated July 1, 2014, between the City of St. Petersburg, Florida and Advanced Engineering & Design, Inc. ("A/E") for A/E to provide construction administration services for the Lift Station No. 11, Snell Isle Blvd. Rehabilitation Project in an amount not to exceed $13,750, providing that the total amount for professional services pursuant to Task Order No. 12-07-AED/W, as amended and revised, and Task Order No. 12-19-AED/W, as amended for the Project shall not exceed $93,400 (ECID Project No. 16068-111; Oracle No. 14218); and providing an effective date.

EXPLANATION:    Lift Station No. 11, a pump station located at the intersection of Snell Isle Boulevard Northeast and Barrett Boulevard Northeast, contains pumps, piping, valves and electrical controls which are nearing the end of their expected service life.

On November 12, 2012, The City of St. Petersburg, Florida ("City") and Advanced Engineering & Design, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater, and reclaimed water projects.

On June 19, 2014, Water Resources Department ("WRD") administratively approved Task Order 12-07-AED/W in the amount of $39,610 which provided for professional engineering services included but not limited to data collection, final design, and limited services during construction.

Construction of the improvements were proposed to be completed by WRD in-house construction crews. Due to the complexity of the rehabilitation, WRD requested the A/E to revise the Plans and Specification to be constructed by a Contractor.

On October 21, 2014, WRD administratively approved Revision No. 1 to Task Order 12-07-AED/W in the amount of $9,310 which provided for professional engineering services included but not limited to prepare bid documents, bidding services, and additional services during construction.

Project Management was being conducted by WRD. During the design phase, the scope required revising as the existing generator could not be reused. This Project was transferred to Engineering & Capital Improvements Department ("ECID") to administer and manage the design, permitting and construction. Task Order 12-07-AED/W has been closed.

On April 8, 2016, ECID administratively approved Task Order 12-19-AED/W in the amount of $8,620 which provided for professional engineering services including but not limited to design of a new generator and fuel tank.

The design plans were finalized and submitted for permitting through the City’s Building Department. One comment was to “flood proof” the lift station either by construction of a watertight hatch or elevating the
top of the lift station. After discussion with operations staff, it was decided to use a watertight hatch to “flood proof” the system.

On September 7, 2017, City Council approved Amendment No. 1 to Task Order No. 12-19-AED/W in the amount of $22,110 which provided for professional engineering services included but not limited to additional design and re-permitting services. This approval includes $5,000 of owner contingency.

Amendment No. 2 to Task Order No. 12-19-AED/W in the amount of $13,750 to provide professional engineering services included but not limited to attending pre-construction meeting, assisting in public outreach, responding to RFI’s, and reviewing shop drawings based on the increased scope of work as authorized under Task Order 12-19-AED/W and its’ Amendments. This approval includes $1,500 of owner contingency.

Task Order No 12-07-AED/W, Revision No. 1 to Task Order No. 12-07-AED/W, Task Order No. 12-19-AED/W, Amendment No. 1 to Task Order No. 12-19-AED/W, and Amendment No. 2 to Task Order No. 12-19-AED/W includes the following phases and associated not to exceed costs respectively:

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<tr>
<th>Task Order 12-07-AED/W</th>
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<tr>
<td>Data Collection</td>
<td>$ 885.00 (Approved)</td>
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<tr>
<td>Design and Bidding Phase Services</td>
<td>$ 32,345.00 (Approved)</td>
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<tr>
<td>Limited Construction Admin Services</td>
<td>$ 6,380.00 (Approved)</td>
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Revision No. 1 to Task Order No. 12-07-AED/W

| Construction Administrative Services  | $ 9,310.00 (Approved) |

Task Order No. 12-19-AED/W

| Additional Electrical and Generator Design | $ 8,620.00 (Approved) |

Amendment No. 1 to Task Order No. 12-19-AED/W

| Additional Operating Floor Design       | $ 17,110.00 (Approved) |
| Allowance                               | $ 5,000.00 (Approved) |

Amendment No. 2 to Task Order No. 12-19-AED/W

| Construction Administrative Services  | $ 12,250.00 (New) |
| Allowance                               | $ 1,500.00 (New) |

Consultant Total $93,400.00

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

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-19-AED/W, as amended, to the architect/engineering agreement dated July 1, 2014, between the City of St. Petersburg, Florida and Advanced Engineering & Design, Inc. (“A/E”) for A/E to provide construction administration services for the Lift Station No. 11, Snell Isle Blvd. Rehabilitation Project in an amount not to exceed $13,750, providing that the total amount for professional services pursuant to Task Order No. 12-07-AED/W, as amended and revised, and Task Order No. 12-19-AED/W, as amended for the Project shall not exceed $93,400 (ECID Project No. 16068-111; Oracle No. 14218); and providing an effective date.

**COST/FUNDING INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Project Fund (4003) LST #11 Snell Isle Reh FY14/15 Project (14218).
ATTACHMENTS: Resolution
Amendment No. 2 to Task Order No. 12-19-AED/W

APPROVALS:

Administrative
Budget

[Signatures]
RESOLUTION 2018-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 12-19-AED/W, AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 1, 2014 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ADVANCED ENGINEERING & DESIGN, INC. ("A/E") FOR A/E TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE LIFT STATION NO. 11, SNELL ISLE BLVD. REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED $13,750, PROVIDING THAT THE TOTAL AMOUNT FOR PROFESSIONAL SERVICES PURSUANT TO TASK ORDER NO. 12-07-AED/W, AS AMENDED AND REVISED, AND TASK ORDER NO. 12-19-AED/W, AS AMENDED FOR THE PROJECT SHALL NOT EXCEED $93,400 (ECID PROJECT NO. 16068-111; ORACLE NO. 14218); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and Advanced Engineering & Design, Inc. ("A/E"), entered into an architect/engineering agreement on July 1, 2014 for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, on April 8, 2016, Administration issued Task Order No. 12-19-AED/W in an amount not to exceed $8,620 for A/E to provide, including but not limited to, design of a new generator and fuel tank related to the Lift Station No. 11, Snell Isle Blvd. Rehabilitation Project ("Project"); and

WHEREAS, on September 7, 2017, City Council approved Amendment No. 1 to Task Order No. 12-19-AED/W in an amount not to exceed $22,110, including $1,500 of owner contingency, for A/E to provide additional design and re-permitting services related to the Project; and

WHEREAS, Administration desires to issue Amendment No. 2, as amended, for A/E to provide professional engineering services, including but not limited to, attending pre-construction meeting, assisting in public outreach, responding to RFI's, and reviewing shop drawings in an amount not to exceed $13,750.

WHEREAS, the total for professional services for the Project is $93,400, which includes work performed under Task Order No. 12-07-AED/W, as amended and revised, and Task Order No. 12-19-AED/W, as amended.

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. 2 to Task Order No. 12-19-AED/W, as amended, to the architect/engineering agreement dated July 1, 2014, between the City of St. Petersburg, Florida and Advanced Engineering & Design, Inc. ("A/E") for A/E to provide construction administration services for the Lift Station No. 11, Snell Isle Blvd. Rehabilitation Project in an amount not to exceed $13,750 is hereby approved.
BE IT FURTHER RESOLVED that the total amount for professional services pursuant to Task Order No. 12-07-AED/w, as amended and revised, and Task Order No. 12-19-AED/W, as amended for the Project shall not exceed $93,400

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00432873

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: Advanced Engineering & Design, Inc.
Amendment No. 2 to Task Order No. 12-19-AED/W in the amount of $13,750

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 Professional Services for design and construction of wastewater lift station.

   Advanced Engineering & Design, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the City standards.

   Advanced Engineering & Design, Inc. also has significant experience in the design and construction phase activities for water and wastewater utilities for the City and other Municipalities and Counties.

   This is the nineteenth of twenty-three Task Orders issued under the 2012 Master Agreement.

   This firm is a registered SBE with the City.

   This is the second Amendment to the ninth Task Order issued under the 2012 Master Agreement.

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

**Transaction Report**

for

**Advanced Engineering & Design, Inc.**

Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects

A/E Agreement Effective - November 20, 2012

A/E Agreement Expiration - November 19, 2016

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AMENDMENT NO. 2 TO TASK ORDER NO. 12-19-AED/W
LIFT STATION NO. 11, SNELL ISLE BLVD. REHABILITATION
POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
PROJECT NO. 16068-111

This Amendment No. 2 to Task Order No. 12-19-AED/W as amended 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 July 1, 2014 ("Agreement") between Advanced Engineering & Design, 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

Lift Station No. 11, a pump station located at the intersection of Snell Isle Boulevard Northeast and Barrett Boulevard Northeast, contains pumps, piping, valves and electrical controls which have exceeded their service life. In order to improve function and reduce station maintenance, the station will be converted from a wet pit-dry pit facility to a submersible wet well type station. The station’s pumps, piping, valves and electrical controls will be removed and replaced as part of the rehabilitation effort.

Under Task Order 12-07-AED/W, A/E was approved for professional engineering services including: data collection, final design, and limited services during construction. The City’s initial approach was to construct the improvements using in-house forces. However, upon review of the early design phase plans, the City determined that it would be more prudent to have a Contractor perform the work. Revision No. 1 was for the A/E to prepare the bid documents, assist during bidding process and additional construction services.

It became apparent during plan development that relocation of a Duke Energy transformer would be needed in order to maximize the usage of the station's current footprint. During coordination with Duke Energy, it became apparent that revising the station’s voltage would result in minimal additional charges with the resulting voltage change allowing for the installation of a pumps using a more “typical” voltage. However, performing this voltage revision required the design and specification of a new generator. The original design intent was to reuse the generator and, for this reason, a task order revision was needed. Therefore, under Task Order 12-19-AED/W (totaling $8,620.00), A/E was approved to design a new generator/fuel tank assembly and additional electrical design to match the newly proposed service voltage.

After discussion between City staff and A/E, a decision was made to elevate the operating floor to minimize the mixing of sewage and floodwaters (per the Building Department’s request), and to provide the City with a station that could remain unchanged in the event of a drastic roadway and structure elevation changes that could be experienced in future years. Amendment No. 1 provided for the re-design of the operating floor for the proposed lift station.
Subsequent correspondence with the City found that the use of a watertight hatch would be the preferred method of restricting floodwater entrance into the station. However, with minimal pump submergence / wet well volume still an issue, Amendment No. 1 funds were reallocated for the design of a deeper wet well.

Revision No. 1 to Amendment No. 1 provides for geotechnical investigation due to planned construction of the new wet well at a deeper depth than previously anticipated.

Amendment No. 2 provides for pre-construction services associated with pre-construction commentary provided by the City, assistance in public outreach and supplemental construction administration services.

II. SCOPE OF SERVICES

The Scope of Services shall consist of the following:

Task 4 – Pre-Construction Services

4.01 The A/E shall respond to pre-construction commentary provided by the City. Plan and specification revisions shall be performed, as needed, to address provided commentary.

4.02 The A/E shall assist the City in public outreach for the project. Assistance efforts shall include the attendance at preparatory and public meetings, the preparation of a presentation, modifications to the presentation per City-provided commentary and other requested items.

Task 5 – Construction Administration Services

5.01 The A/E shall review shop drawings provided by the Contractor. Commentary will be issued, when warranted, and resubmittals will be reviewed for compliance with the Contract Documents.

5.02 The A/E shall provide written responses to Contractor-submitted RFIs. Drawing revisions will be performed as needed.

III. SCHEDULE

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Amendment No. 2 to Task Order No. 12-19-AEDW
Page 2 of 5
IV. **A/E'S RESPONSIBILITIES**

A/E will provide all resources necessary to comply with its obligation as set forth in the scope of services.

V. **CITY'S RESPONSIBILITIES**

The City shall continue to provide all available information on the current sanitary sewer system and adjacent utilities (GIS maps, Atlas sheets, etc.), and shall identify the proposed pump model and force main size.

VI. **DELIVERABLES**

Task 4 - The A/E shall provide the City (electronically) with a digital copy of the revised plans and public outreach presentation.

Task 5 - The A/E shall provide the City (electronically) with a digital copy of the shop drawings

VII. **A/E'S COMPENSATION**

**Task Order No. 12-07-AED/W**

The A/E was authorized the not-to-exceed amount of $39,610 for Task Order No. 12-07-AED/W for Tasks 1 - 5, and the not-to-exceed amount of $9,310 for Revision No. 1 covering Task 6.

**Task Order No. 12-19-AED/W**

The A/E was authorized the not-to-exceed amount of $8,620.00 for Task Order No. 12-19-AED/W covering Task 1.

Amendment No. 1 to Task Order No. 12-19-AED/W, approved by City Council on September 7, 2017, authorized the A/E the not-to-exceed amount of $17,110.00 covering Task 2. (A separate Allowance of $5,000.00 was not authorized.)

Revision No. 1 to Amendment No. 1 to Task Order No. 12-19-AED/W authorized the A/E the not-to-exceed amount of $3,802.75 (from the Allowance) covering Task 3.

$1,197.25 of the Allowance remains 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 Amendment to the Task Order.
For this Amendment No. 2 to Task Order No. 12-19-AED/W, the City shall compensate the A/E the not-to-exceed amount of $12,250.00 for Tasks 4 and 5, per Attachment 1.

Amendment No. 2 to Task Order No. 12-19-AED/W establishes an additional Allowance in the amount of $1,500.00 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 Amendment. The total unauthorized Allowance amount is $2,697.25.

The total for Amendment No. 2 to Task Order No. 12-19-AED/W including additional Allowance shall not exceed $13,750.00 per Attachment 1.

The total amount of Task Order No. 12-19-AED/W including Amendment No. 1, Revision No. 1 to Amendment No. 1 and Amendment No. 2 shall not exceed $44,480.00.

All Task Orders
The total amount of all Task Orders, Amendments and Revisions shall not exceed $93,400.00.

VIII. PROJECT TEAM

The project’s key team members are:

William G. Reidy, P.E.  Project Manager  Advanced Engineering & Design, Inc.
Justin V. Keller, P.E.  Professional Engineer  Advanced Engineering & Design, Inc.
Dan Stowers, P.E.  Design Engineer  Advanced Engineering & Design, Inc.
Rafal Kadoj, P.E.  Design Engineer  Advanced Engineering & Design, Inc.
Steven Torres  CAD Manager  Advanced Engineering & Design, Inc.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 2 to Task Order No. 12-19-AED/W and the Agreement, the Agreement shall prevail.
IN WITNESS, WHEREOF the Parties have caused this Amendment No. 2 to Task Order No. 12-19-AED/W to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: 
Chandrahasa Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: 
Brevesh 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)

Advanced Engineering & Design, Inc.
(Company Name)

By: William M. Reidy
(Signature)

WILLIAM M. REIDY, PRES
(Printed Name and Title)

Date: 1/11/19

WITNESSES:

By: 
(Signature)

Justin Kellen
(Printed Name)

By: 
(Signature)

Deborah M. Reidy
(Printed Name)
## Proposed Man-hour Breakdown

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### Sub Task 4
#### Pre-Construction Services
- **4.01** Respond to Pre-Construction Commentary / Revise Plans and Specifications (as needed)
  - 4 Man-Hours
  - 12 Project Manager
  - 4 Professional Engineer
  - 12 Design Engineer
  - 4 CAD Mgr.
  - 4 Clerical
  - Total Cost: $3,350.00

- **4.02** Public Outreach Assistance (Meeting Attendance, Presentation Preparation, Etc.)
  - 2 Man-Hours
  - 28 Project Manager
  - 4 Professional Engineer
  - 6 Design Engineer
  - 2 CAD Mgr.
  - 4 Clerical
  - Total Cost: $4,165.00

### Sub Task 5
#### Supplemental Construction Administration Services
- **5.01** Supplemental Shop Drawing Review
  - 2 Man-Hours
  - 8 Project Manager
  - 2 Professional Engineer
  - 0 Design Engineer
  - 2 CAD Mgr.
  - 2 Clerical
  - Total Cost: $1,375.00

- **5.02** Supplemental Responses to RFIs During Construction
  - 4 Man-Hours
  - 16 Project Manager
  - 8 Professional Engineer
  - 4 Design Engineer
  - 2 CAD Mgr.
  - 2 Clerical
  - Total Cost: $3,360.00

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**Attachment 1**

City of St. Petersburg

Lift Station No. 11, Snell Isle Blvd. Rehabilitation

Amendment No. 2 to Task Order No. 12-19-AED/W

City Project No. 16068-111
The following page(s) contain the backup material for Agenda Item: Pier Report
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of March 14, 2019

Report

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

SUBJECT: (A) A resolution authorizing the Mayor or his designee to issue a notice to proceed with fabrication of the net sculpture in accordance with the Artist Agreement between the City of St Petersburg, Florida ("City") and Janet Echelman, Inc. ("JEI"); approving a transfer in the amount of $300,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor's Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for commencement of fabrication; and providing an effective date; (B) A resolution accepting Addendum No. 7 in an amount not to exceed $1,403,491 submitted by Skanska USA Building, Inc. to the guaranteed maximum price proposal dated April 3, 2018 for construction of the city infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture; approving a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the construction of the city's infrastructure for the JEI net sculpture; approving a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377); approving a transfer in the amount of $400,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork (including infrastructure needed to support artwork) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date.

EXPLANATION: On August 2, 2018, City Council approved an Artist Agreement between the City and JEI for design development, fabrication, delivery, aesthetic direction for installation and warranty of a net sculpture ("Sculpture") to be installed within an area centrally located on the Pier approach (not located in Spa Beach Park). On February 7, 2018 City Council approved the First Amendment to the Artist Agreement extending the deadlines for JEI to commence fabrication and delivery of the art and to authorize ordering of the net fabric in the amount of $300,000. Resolution A includes the appropriation of the $300,000 due on full commencement of fabrication. An appropriation for the remaining $643,975 will occur at a later date.

The Artist Agreement includes the following phases and associated lump sum fees and costs:

- On Signing of Agreement $ 75,000 (authorized)
- On Submission of Design Development $ 75,000 (authorized)
- On Approval of Final Design Development $ 75,000 (authorized)
- On partial commencement of fabrication $300,000 (authorized)
- Subtotal initial authorization $ 525,000
On full commencement of fabrication $ 300,000 (requested)
On completion of 50% fabrication $ 600,000
On completion of installation of Sculpture $ 43,975
Subtotal final authorization $ 643,975
Total Not to Exceed Fee $1,468,975

The JEI Artist Agreement calls for the City to construct the infrastructure required to support and illuminate the net sculpture as well as the full installation of the net. Acceptance of Addendum No. 8 in an amount not to exceed $1,403,491 to the Skanska GMP Proposal dated April 3, 2018 includes $1,000,000 budgeted from the Pier District Enhancements and $400,000 from funds raised from private donations. The $1,000,000 are part of the $10 million in Enhancements to the Municipal Pier Project that were approved by City Council and the Pinellas County Commission as an amendment to the IRP and the Interlocal Agreement in the Fall of 2017.

Addendum No. 8 for construction of the City Infrastructure to support, install and illuminate the JEI net sculpture will be incorporated into the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between City of St. Petersburg, Florida and Skanska dated January 10, 2017, as amended.

RECOMMENDATION: Administration recommends City Council approve the attached (A) resolution authorizing the Mayor or his designee to issue a notice to proceed with fabrication of the net sculpture in accordance with the Artist Agreement between the City of St Petersburg, Florida (“City”) and Janet Echelman, Inc. (“JEI”); approving a transfer in the amount of $300,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $300,000 for commencement of fabrication; and providing an effective date; (B) A resolution accepting Addendum No. 7 in an amount not to exceed $1,403,491 submitted by Skanska USA Building, Inc. to the guaranteed maximum price proposal dated April 3, 2018 for construction of the city infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture; approving a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the construction of the city’s infrastructure for the JEI net sculpture; approving a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377); approving a transfer in the amount of $400,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889) resulting from donations from private persons and entities to fund the artwork (including infrastructure needed to support artwork) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date.
COST/FUNDING INFORMATION: Funding in the amount of $1,000,000 will be available after a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377). Funding will be available after transfers from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, in the amount of $400,000 to the General Capital Improvement Fund (3001) and $300,000 to the Arts in Public Places Fund (1901) and supplemental appropriations in the amount of $400,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377) and in the amount of $300,000 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor's Office Department, Office of Cultural Affairs (020-1777).

ATTACHMENTS: Two Resolutions
Addendum No. 7

APPROVALS: [Signature]
Administrative
[Signature]
Budget
Resolution No. 2019-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ISSUE A NOTICE TO PROCEED WITH FABRICATION OF THE NET SCULPTURE IN ACCORDANCE WITH THE ARTIST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND JANET ECHELMAN, INC. ("JEI"); APPROVING A TRANSFER IN THE AMOUNT OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF THE PIER ECHELMAN SCULPTURE DONATION FUND (1889), RESULTING FROM DONATIONS FROM PRIVATE PERSONS AND ENTITIES TO FUND THE ARTWORK, TO THE ARTS IN PUBLIC PLACES FUND (1901); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901), RESULTING FROM THE ABOVE TRANSFER, TO THE MAYOR'S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); AUTHORIZING PAYMENT TO JEI IN AN AMOUNT NOT TO EXCEED $300,000 FOR COMMENCEMENT OF FABRICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 2, 2018, City Council approved an artist agreement between the City and Janet Echelman, Inc. ("JEI") for design development, fabrication, delivery, aesthetic direction for installation, and warranty of a net sculpture ("Sculpture") to be installed on the St. Pete Pier™ in an amount not to exceed $1,468,975; and

WHEREAS, pursuant to City Council actions, Administration has authorized payment in the amount of $525,000 to JEI under the artist agreement for fees and costs for design development and net fabric materials; and

WHEREAS, in addition to the previous donations in the amount of $275,000, the City has received donations in the amount of $300,000 into the Pier Echelman Sculpture Donation Fund from private persons and entities; and
WHEREAS, funding for the $300,000 payment to JEI for commencement of fabrication by the artist agreement will be available after (i) a transfer in the amount of $300,000 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund, resulting from donations received from private persons and entities, to the Arts in Public Places Fund; and (ii) a supplemental appropriation of $300,000 from the increase in the unappropriated balance of the Arts in Public Places Fund, resulting from the above transfer, to the Mayor’s Office Department, Office of Cultural Affairs; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to issue a notice to proceed with fabrication of the net sculpture in accordance with the artist agreement between the City of St. Petersburg, Florida (“City”) and Janet Echelman, Inc. (“JEI”).

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY 2019:

Pier Echelman Sculpture Donation Fund (1889)  
Arts in Public Places Fund (1901) $300,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Arts in Public Places Fund (1901) resulting from the above transfer, the following supplemental appropriation for FY 2019:

Arts in Public Places Fund (1901)  
Mayor’s Office Department, Office of Cultural Affairs Division (020-1777) $300,000

BE IT FURTHER RESOLVED that payment to JEI in an amount not to exceed $300,000 for commencement of fabrication by the artist agreement is hereby authorized.

This Resolution shall become effective immediately upon its adoption.

Approvals:  
Administration  
Budget  
City Attorney (Designee)  
00432975
RESOLUTION NO. 2019-_____

A RESOLUTION ACCEPTING ADDENDUM NO. 7 IN AN AMOUNT NOT TO EXCEED $1,403,491 SUBMITTED BY SKANSKA USA BUILDING, INC. TO THE GUARANTEED MAXIMUM PRICE PROPOSAL DATED APRIL 3, 2018 FOR CONSTRUCTION OF THE CITY INFRASTRUCTURE REQUIRED TO SUPPORT, INSTALL AND ILLUMINATE JANET ECHELMAN INC. (JEI) NET SCULPTURE; APPROVING A TRANSFER IN THE AMOUNT OF $1,000,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE CONSTRUCTION OF THE CITY’S INFRASTRUCTURE FOR THE JEI NET SCULPTURE; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,000,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE PIER APPROACH PROJECT (15377); APPROVING A TRANSFER IN THE AMOUNT OF $400,000 FROM THE UNAPPROPRIATED BALANCE OF THE PIER ECHELMAN SCULPTURE DONATION FUND (1889) RESULTING FROM DONATIONS FROM PRIVATE PERSONS AND ENTITIES TO FUND THE ARTWORK (INCLUDING INFRASTRUCTURE NEEDED TO SUPPORT ARTWORK) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $400,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on June 14, 2018, the City and Skanska executed the Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford’s Restaurant; and
WHEREAS, on July 19, 2018, the City and Skanska executed the Third Amendment to increase the GMP by an additional $581,611 for installation of the piles procured for the Doc Ford's Restaurant; and

WHEREAS, on August 2, 2018, the City and Skanska executed the Fourth Amendment for Skanska to provide additional preconstruction phase services related to the Janet Echelman net sculpture for an amount not to exceed $20,000; and

WHEREAS, on September 7, 2018, the City and Skanska executed the Fifth Amendment to increase the GMP by an additional $1,085,737 for the installation of the structural system for the Doc Ford's Restaurant and to revise the project schedule; and

WHEREAS, on October 4, 2018, the City and Skanska executed the Sixth Amendment to increase the GMP by an additional $2,964,769 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™; and

WHEREAS, on January 3, 2019, the City and Skanska executed the Seventh Amendment to increase the GMP by an additional $1,835,532 for completion of the construction of the Doc Ford’s Full Core & Shell and to revise the project schedule; and

WHEREAS, in accordance with the agreement, as amended, Skanska has submitted Addendum No. 7 in an amount not to exceed $1,403,491 for construction of the City infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture to the City for acceptance.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 7 in an amount not to exceed $1,403,491 submitted by Skanska USA Building, Inc. to the Guaranteed Maximum Price proposal dated April 3, 2018 for construction of the City infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture is hereby accepted.

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

Downtown Redevelopment District Fund (1105) General Capital Improvement Fund (3001) $1,000,000

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

General Capital Improvement Fund (3001) Pier Approach Project (15377) $1,000,000

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY 2019:

Pier Echelman Sculpture Donation Fund (1889) General Capital Improvement Fund (3001) $400,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer, the following supplemental appropriation for FY 2019:
General Capital Improvement Fund (3001)
Pier Approach Project (15377)

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (Designee)

[Signature]

Brijesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director

Budget
00432914 FINAL
Table of Contents

1  Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate Summary

2  Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate

3  Document Log

4  Site Logistics Plan (Preliminary)

5  Janet Echelman Net Sculpture City Infrastructure Schedule

6  Appendix - A
Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate Summary

- Executive Summary
- Cost Summary
Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate

Executive Summary
Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate is based upon the documents prepared by ARUP & W Architecture and their respective consultants (A/E Team) which are itemized in the Document List of this proposal. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate

- Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate
  - $1,403,491

Project Description
Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate includes pylon foundations, painting, erection of steel pylons, and net sculpture lighting and controls. Sitework modifications to facilitate this scope of work previously processed under authorization request number 24, see a copy of the authorization request 24 in the Appendix A for reference.

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

- Pylon Installation Completion
  - September 23rd, 2019
  - *Does not include net installation date as that is TBD

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

- NTP by City
  - March 21st, 2019
- Permit Issued
  - March 21st, 2019
Cost Summary
Following is the Cost Summary breakdown.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Foundations</td>
<td>329,000</td>
</tr>
<tr>
<td>2 Installation of Artwork (pylon, concrete fill, tiebacks &amp; sockets, Sculpture Netting, Cable &amp; Eyelets Installation; sculpture netting cable and eyelet material furnished by others)</td>
<td>Below</td>
</tr>
<tr>
<td>3 Pylon Fabrication &amp; Painting (Steel pylons are not galvanized, steel tie backs are galvanized) based on E&amp;H 2-1-19 proposal</td>
<td>390,000</td>
</tr>
<tr>
<td>4 Erection of Pylons</td>
<td>Included Above</td>
</tr>
<tr>
<td>5 Erection of Net Sculpture Structural Cables and Net - Allowance</td>
<td>50,000</td>
</tr>
<tr>
<td>6 Concrete Fill of Pylons (Rough Estimate 48cy of concrete $7,200; Pump and Place Equipment $7,500; + sub markups $10,000)</td>
<td>24,700</td>
</tr>
<tr>
<td>7 Field Paint Touch Up after Erection of Pylons</td>
<td>7,500</td>
</tr>
<tr>
<td>8 Plumbing (temp water)</td>
<td>In Foundations Price</td>
</tr>
<tr>
<td>9 Electrical Artwork Lighting &amp; Controls (Ephesus Fixtures, controls, programming and commissioning - $200,000)</td>
<td>365,178</td>
</tr>
<tr>
<td>10 Materials Testing (Terracon)</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**Direct Cost** 1,181,378

**BUILDING PERMIT**
- NIC 41,348

**CONSTRUCTION CONTINGENCY**
- Subguard 17,363
- CCIP % OF 36,210

**Sub Total** 1,276,299

**GENERAL CONDITIONS**
- General Conditions (Lump Sum) 50,000

**CM FEES**
- Construction Management Fees 49,122

**INSURANCES & BOND**
- Builders risk insurance 14,035
- Performance & Payment Bond 14,035

**SUBTOTAL** 1,403,491

- OWNER'S CONTINGENCY FOR UNFORSEEN CONDITIONS  Excluded
- ARTWORK DESIGN  By Others
- PERMIT  By Others
- GEOTECHNICAL  By Others
- FURNISHING OF DESIGNED CABLE AND NETTING SYSTEM  By Others

**CONTRACT TOTALS** 1,403,491
Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate

- Introduction
- Insurances and Bonds
- Standard Qualifications
- Scope Specific Qualifications
- Allowances
Introduction
This section of the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate to address the issue of any items identified as “excluded”. For those items that are clarified, qualified and/or based upon an assumption, the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate reflects only the cost and time of the element as assumed or clarified.

Skanska’s Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate is based upon the following:
1. Document log provided in Section 3.
3. The qualifications mentioned in this proposal.

Insurances and Bonds

Insurances:

1. Builders Risk Insurance is carried as an allowance.

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

1. Payment and Performance Bond is carried as an allowance.

2. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default insurance ("SDI") for the protection of the Skansa and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in the Guaranteed Maximum Price calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of the Cost of the Work less General Conditions Costs for SDI.

Coordination with other Contractors

This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate is based on the assumption that the Owner’s contractors and all other parties performing construction work at the project site, not under direct contract with Skanska will:

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

2. This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate is based on the expectation that all pre-purchased items to be provided by the Owner will be provided without delay or disruption per Skansa’s schedule attached.

3. This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate assumes any separate contractors hired by the Owner will not interfere with the operation of Skansa.

4. This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate relies on and assumes Owner’s other contractors working according to Skansa’s project schedule, and will achieve system and area completion dates according to that schedule.

5. This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate relies on and assumes Owner’s other contractors will perform work so as to not impact Skansa’s ability to perform its work in accordance with its project logistics plan.

6. This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate relies on and assumes Owner’s other contractors will provide detailed schedule, logistics, and technical information, when and as requested by Skansa so as to enable Skansa to maintain or accelerate elements of its schedule, maintain its overall schedule and achieve necessary milestone completion dates.

7. This Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate relies on and assumes Owner’s other contractors will provide and maintain insurance as required by the city, consistent with the requirements in Skansa’s agreement with the City and providing Skansa the same protections as the City requires themselves such as insurance coverages, coverage limits, indemnify and hold Skansa harmless, waivers of subrogation, listing Skansa as an additional insured party of all policies, etc.
**Standard Qualifications**

The following are the Standard Qualifications for the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate project:

1. We have included Lump Sum GCs & GRs.

2. In preparing the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate and the project schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

3. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate are excluded.

4. Property, business operations and other taxes related to the Project Site and the operation of the project have not been included.

5. All sales tax on material is included.

6. Due to turnaround requirements dictated by the City and the Schedule, no advertising took place for this work and the work has been and will be priced by existing subcontractors already engaged on the project and awarded as change orders to their work.

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

8. Skanska assumes unfettered access to the Project Site at all times. The Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate does not anticipate any stoppage or interruption of work as a result of operations by others or other site restrictions or interferences. The City will provide written notice of any activities in downtown St. Petersburg that could result in disruptions to site ingress/egress and both parties will work cooperatively to resolve any potential disruptions.

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

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

11. Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate Schedule is based on the City’s issuance of NTP (Notice to Proceed) on March 21st, 2019.

12. Use of union labor/prevaling wage is not included.

13. Delegated design is not included.

14. Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate assumes the Architect/Engineers design complies with all requirements prescribed in Owner standards or guidelines.

15. Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate does not include any costs associated with reviews by insurance underwriters such as IRI or FM.
“Time is of the essence” clauses are only applicable to the entire project’s Substantial Completion date.

Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate assumes there are no working hour restrictions.

Estimate and schedule assumes an FAA review/ approval and permitting will be issued without any special requirements. Skanska has not included any provisions or cost related to special FAA requirements. Should the FAA dictate special construction or requirements the costs will be submitted as an extra.
Scope Specific Qualifications

Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure

Assumptions and Clarifications:

1. Permit submission and delivery by city.
2. Design excluded.
3. Delegated design excluded, except means and methods of 3rd party temporary supports.
4. Net sculpture (rope artwork) fabrication and delivery by others. Design documents for net and net installation not yet provided. Skanska has included an allowance of $50,000 for installation.
5. Pylon and pile general note #3 on sheet S102, “…review and compare the structural drawings to the architectural, civil, and electrical drawings and notify the architect of any discrepancy”, is excluded to the extent that contractor relies on the design and the drawings to be fully complete, code compliant, and coordinated between design disciplines. Contractor will advise if we notice discrepancies. However, if additional costs are incurred, as a result of correcting or coordinating design discrepancies they will be considered a changed condition and submitted as an added cost for reimbursement through owner contingency or change order.
6. Pylon and pile general note #6 on sheet S102, “…this includes shoring and bracing as needed or determined by an independent engineer”. Contractor relies on pylons to be self-supporting once erected and anchored in place. Note #5 is limited to the time the pylon is being erected prior to permanent anchor.
7. Pylon and piles: erection, construction sequencing, and lateral stability general notes on sheet S102, apply only to the time the pylon is being erected until final anchoring.
8. Pylon and piles shop drawing note 4A on sheet S102, “contractor shall submit for review a site utility layout using structural drawings as background.” Contractor relies on the designers to have already issued coordinated design documents. Contractor will only submit if an as-built deviation from site utility design layout has taken place.
9. Special inspections are by the city.
10. Structural observation general note 3A on sheet S102, contractor cannot provide one week notice prior to pouring to observe rebar. Contractor will coordinate, as best as possible, one week in advance.
11. As of 2-1-2019, the steel proposal is issued for acceptance within 30 calendar days. After 30 days, steel price may be revisited to adjust for fluctuations in material and other costs.
12. Estimate is based on the 4 pylons being SP6 blast cleaned and primed with 1 coat (5.0 mils DFT) of Sherwin Williams Zinc Clad 4100 (organic). After priming, the pylons will receive one intermediate coat (7.5 mils DFT) of Sherwin Williams Macropoxy 646 and one top coat (3.0 mils DFT) of Sherwin Williams Acrolon 100. All framing other than 4 pylons shall be hot-dip galvanized.
13. No assumptions or provisions are included relative to connection or additional reinforcing for moment or seismic design beyond specific material, welds, and bolts shown on structural drawings. All members that connect are assumed to use standard connections to transfer loads/forces without requirement of stiffeners or double plates, unless specifically shown.
14. It is not guaranteed that the taper-form cones atop pylons 1 and 3 will provide a perfectly smooth surface due to the bends required to form the plate in such a manner. The design team must be aware that certain marks and “break lines” resultant from the forming of the plate may be impossible to remove and/ or conceal.
15. Paint is based on a “P2” endorsement, not “P1” sophisticated paint endorsement.
16. Steel inspection costs are excluded.
17. Filling of weep holes in galvanized material is excluded.
18. Proposal based on steel stored materials and fabrication progress billings being allowed by the City.
19. Modification costs for light poles to be modified are included. Modified light poles include LP120, LP121, LP122, LP130, LP131, LP132, LP134, LP145, and LP147. Per ARUP E-mail dated 2/12/19, ARUP confirmed that pole manufacturer has approved and confirmed engineering. See Appendix documents for backup.

20. Per Bulletin #2, light pole, LP008, LP009, LP29, LP141, and LP150 were deleted.
21. Per Bulletin #2, light pole, LP001, LP002, L003, LP004, LP005, LP006, LP007 have been added.
22. Homeruns, dedicated control conduit, and wire has been included at each pole. Contractor relies on engineer of record to have confirmed that the pole design can accept and hold all of the different systems and conduit for the same within the poles, Pier approach lighting power circuits, Net Sculpture lighting circuits, and the Net Sculpture control cable and conduit.
23. Contractor relies on ARUP having confirmed and gone through engineering measures to ensure that there are no issues exist between the Echelman lights and the existing Pier Approach lighting poles to which they will be mounted. These pole modifications include the wiring and conduit routing within each.
24. CTL testing has been included for the foundations.
25. Contractor assumes no responsibility for the caisson design, the determination of bearing capacity of soil or rock strata, or for any other soil evaluation services, geotechnical engineer to monitor the work.
26. For the purpose of measurement of pay quantities, unit priced lengths of shafts shall be paid against the as-built aggregate axial lengths of each shaft diameter from Grade/Drill platform elevation to design tip elevation.
   a. The following add prices shall be applied to all aggregate pay lengths of shafts constructed in excess of the base quantities detailed in the table above:
      i. 36” Diam: $500/ LF  66” Diam: $600/ LF
   b. The following deduct prices shall be applied to all aggregate pay lengths of shafts not constructed below the base quantities detailed in the table above:
      i. 36” Diam: $0/ LF  66” Diam: $0/ LF
27. Voided subsurface conditions have been excluded, voided subsurface includes hollow areas outside foundation footprint that would require unknown volume of anticipated concrete, grout, etc. to fill.
28. Sixty-minute concrete placement time after introduction of water has been excluded. Subcontractor to submit a concrete mix design for engineer approval.
29. Variation from center for concrete and reinforcing cage not to exceed 3”.
30. Contractor has included HRC 670 Series T-Heads and not Lenton Terminators or HRC-555 or 100 Series T-Headed bars.
31. Without restrictions, the contractor intends to use a combination of temporary casing and natural slurry to excavate the shafts; and tremie methods to pour each excavated shaft within 24-hours of the shaft being excavated to design tip. If the shaft is not scheduled to be poured within 24-hours, the contractor will excavate no deeper than 5-feet above the design tip until the shaft enters the 24-hr pour cycle.
32. The contractor will submit a concrete mix designed to have a minimum slump of 5” through the removal of casing and completion of each shaft. The contractor will provide and place concrete and has included 130% neatline concrete volume. The volume is calculated using grade, tip, and shaft diameter as the neatline dimensions of each shaft. Should actual concrete delivered to the jobsite exceed the volume, then the contractor will be paid additional compensation at the rate of $180/CY delivered to the site. The contractor will not vibro-consolidate any of this concrete.
33. Underground and overhead obstruction removal (i.e. tree stumps/limbs, old slabs, footings, riprap, piling, bridges, boulders, etc.). The contractor will be reimbursed $1500/hr/drift for obstructions.
34. Skanska assumes pylon foundation and tieback foundations have been coordinated around several deadman tie backs and deadman. Should any conflicts arise, damages, or delays take place Skanska will recognize these are unforeseen conditions and submit a request for additional compensation through
owner contingency or change order.

35. The work covered by this project may, by its nature, cause some unavoidable earth movement that could damage surrounding utilities, pavements, or structures. As any such movement is inherent to the nature of the work, contractor will not be liable for such movements or distress caused by such movements unless caused by the gross neglect of the contactor.

36. The contractor will not be liable for the disturbance to existing structures and their inhabitants on or near the site.

37. Bulletin 2 exclusions include all rocks, cap stones, pile cap cut offs, stepping stones, retaining wall rocks, beach boulders, hammocks, sundeck, and tree 11 and 106 relocations.
ALLOWANCES

In order to provide the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate per Owner’s requested delivery date, a number of cost allowances had to be established. These allowances are intended to provide for all direct construction costs associated with each of these items. Indirect costs are not included in allowances.

1 Builders Risk: $14,035
2 Bond: $14,035
3 Materials Testing: $15,000
4 Erection of Net Sculpture Structural Cables and Net: $50,000
3 Document Log

The Document Log that follows represents the information that forms the Pier Approach GMP Addendum No. 7 for Janet Echelman Net Sculpture City Infrastructure Estimate and associated clarifications defined herein.
EXHIBIT “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

ECHELMAN SCULPTURE PYLON AND FOUNDATION 100% DRAWINGS

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**EXHIBIT “B”**

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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**ADDITIONAL REFERENCE DOCUMENTS – TECHNICAL SPECIFICATIONS & CUTSHEETS**

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EXHIBIT “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated **mm dd, year**, by and between [insert full legal name of subcontractor/seller] and **SKANSKA USA BUILDING INC.** for [insert trade work/goods and services] at [insert project name and location].

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<td>STRUCTURAL SOIL</td>
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4 Site Logistics Plan
5 Project Schedule
The New St. Petersburg Pier CURRENT

### Added Scope (Under Review)

**Pier Approach**

**Artwork**

**Echelman (Net Sculpture)**

**Pre Construction**

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**Construction**

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Appendix - A

- 5.04 L Janet Echelman Arup Lighting Report 02 (Pages 39-48)
- 1212 DMX/RDM Isolated Splitter (Page 49)
- 12-14-2018 St Pete Pier Approach 100% Bulletin #2 Narrative (Pages 50-58)
- 12-14-2018 Bulletin 2 Construction Drawings (Pages 59-118)
- 7180L1054 Mosaic Touchscreen Datasheet Rev A (Pages 119-120)
- 129300 SITE FURNISHINGS Bulletin 2 Specifications (Pages 121-125)
- 265500 SPECIAL PURPOSE LIGHTING Bulletin 2 Specifications (Pages 126-130)
- Echelman St. Pete Permit Set Construction Structural Drawings 1-11-2019 by ARUP (Pages 131-140)
- Echelman St. Pete Permit Construction Specifications 1-11-2019 by ARUP (Pages 141-206)
- HEARTLAND BOX – Exterior Lighting Control Enclosure (Pages 207-212)
- Unison Mosaic Show Controller Data Sheets By ETC (Pages 217-218)
- ST.PETERSBURG PIER SCULPTURE RISER REVA-Layout1 (Page 219)
- ARUP E-mail Dated 2-12-19 and Associated Backup Materials – ARUP Confirming Engineering and Manufacturer Coordination For Light Pole Modifications (Pages 220-225)
- Authorization Request AR #24 – Associated Previously Contracted Work With Bulletin 2 (Pages 226-230)
ST. PETERSBURG CITY COUNCIL

Meeting of March 14, 2019

Report

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

SUBJECT: A resolution accepting Addendum No. 6 in an amount not to exceed $262,612 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for fabrication and installation of the Market Kiosks; accepting Addendum No. 8 in an amount not to exceed $200,000 submitted by Skanska to the GMP proposal dated April 3, 2018 to increase the owner’s contingency; providing that the total GMP for the Pier Approach Project shall not exceed $23,549,601; authorizing the Mayor or his designee to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced Addendums and Addendum No. 7 for construction of the City Infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture into the GMP proposal; authorizing the City Attorney’s office to make non-substantive changes to the Eighth Amendment; approving a transfer in the amount of $350,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the fabrication of the market kiosks and the additional owner’s contingency, authorizing a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377); and providing an effective date.

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

On June 14, 2018, City Council accepted Addendum No. 1 to the GMP Proposal dated April 3, 2018 for the procurement of sixty-four (64) 14” precast concrete piles for the Doc Ford Restaurant in the amount of $185,239 and the City and Skanska executed the Second Amendment. On July 19, 2018 City Council accepted Addendum No. 2 to the GMP Proposal for the installation of the piles to support the Doc Ford structure in the amount of $581,611 and the City and Skanska executed the Third Amendment. On August 2, 2018 City Council approved the Fourth Amendment to the Skanska CMAR Agreement adding $20,000 for preconstruction phase services for the Janet Echelman net sculpture infrastructure installation. On August 23, 2018 City Council accepted Addendum No. 3 for the Doc Ford Restaurant structural support system in the amount of $1,085,737 and the City and Skanska executed the Fifth Amendment. On October 4, 2018 City Council accepted Addendum No. 4 for the replacement of approximately 696 linear feet of existing seawall at the North Yacht basin in the amount of $2,964,769 and the City and Skanska executed the Fifth Amendment. On January 3, 2019 City Council accepted Addendum No. 5 for the complete Doc
Ford Core & Shell in the amount of $1,835,532 and the City and Skanska executed the Seventh Amendment.

Acceptance of Addendum No. 6 is for the fabrication and installation of the market kiosks structures in the not to exceed amount of $262,612. This work will include the development of a market kiosk prototype and fabrication of seven (7) kiosks. The market kiosks are designed to provide a permanent installation that can be licensed to individual tenants. These structures will be located beneath the Entry Market Canopy in the center of the Pier spine and adjacent to the western tram stop. The $250,000 requested in a supplemental appropriation is part of the $10 million in Enhancements to the Municipal Pier Project that were approved by City Council and the Pinellas County Commission as an amendment to the IRP and the Interlocal Agreement in the Fall of 2017.

Acceptance of Addendum No. 8 will increase the Owner’s Contingency in the GMP Proposal dated April 3, 2018 in the amount of $200,000 for a total Owner’s Contingency in the amount of $500,000. The Pier Approach project has encountered several unforeseen conditions. These range from underground structures, unanticipated soil conditions, site utility conflicts and other unforeseen issues. The additional owner’s contingency is requested to provide enough funds in the event of additional unforeseen cost given the roughly nine months of construction duration pending. Of the amount requested, $100,000 is part of the $10 million in Enhancements to the Municipal Pier Project that were approved by City Council and the Pinellas County Commission as an amendment to the IRP and the Interlocal Agreement in the Fall of 2017. The remaining $100,000 is requested from funding previously appropriated in the Water Resources Capital Improvement Fund. Water Resources Department authorized funds for the replacement of City owned utilities within the project. That funding did not include contingencies for unforeseen conditions. This funding specifically addresses obstructions beneath the surface that required to be addressed while the new sewer and water mains were being replaced.

The revised GMP for the Project includes the following:

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<tr>
<td>Doc Ford Pile Procurement – Addendum No. 1</td>
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<td>Doc Ford Structure Only – Addendum No. 3</td>
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<td>Fabrication and installation of market kiosks – Addendum No. 6</td>
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<td>Increase to owner’s contingency- Addendum No. 8</td>
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After approval by City Council, the City and Skanska will execute the Eighth Amendment to the contract.
RECOMMENDATION: Administration recommends approving a resolution accepting Addendum No. 6 in an amount not to exceed $262,612 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for fabrication and installation of the Market Kiosks; accepting Addendum No. 8 in an amount not to exceed $200,000 submitted by Skanska to the GMP proposal dated April 3, 2018 to increase the owner's contingency; providing that the total GMP for the Pier Approach Project shall not exceed $23,549,601; authorizing the Mayor or his designee to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced Addendums and Addendum No. 7 for construction of the City Infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture into the GMP proposal; authorizing the City Attorney's office to make non-substantive changes to the Eighth Amendment; approving a transfer in the amount of $350,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the fabrication of the market kiosks and the additional owner's contingency, authorizing a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding in the amount of $350,000 will be available after a transfer in the amount of $350,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Approach Project (15377). Funding has been previously appropriated in the Water Resources Capital Projects Fund (4003) SAN Gravity Extensions FY17 Project (16031), DIS Main Valve & Aq Repl FY18 Project (16345) and REC Main/Valve/Appurt Rep FY18 Project (16351) for the installation of the new potable and reclaimed water mains and a section of the sewer main serving the Pier and Pier Approach.

ATTACHMENTS: Resolution
Addendum No. 6, & 8

APPROVALS: Administrative
Budget
RESOLUTION NO. 2019-________

A RESOLUTION ACCEPTING ADDENDUM NO. 6 IN AN AMOUNT NOT TO EXCEED $262,612 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED APRIL 3, 2018 FOR FABRICATION AND INSTALLATION OF THE MARKET KIOSKS; ACCEPTING ADDENDUM NO. 8 IN AN AMOUNT NOT TO EXCEED $200,000 SUBMITTED BY SKANSKA TO THE GMP PROPOSAL DATED APRIL 3, 2018 TO INCREASE THE OWNER'S CONTINGENCY; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $23,549,601; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE EIGHTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, AS AMENDED, TO INCORPORATE THE ABOVE REFERENCED ADDENDUMS AND ADDENDUM NO. 7 FOR CONSTRUCTION OF THE CITY INFRASTRUCTURE REQUIRED TO SUPPORT, INSTALL AND ILLUMINATE JANET ECHELMAN INC. (JEI) NET SCULPTURE INTO THE GMP PROPOSAL; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE EIGHTH AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $350,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE FABRICATION OF THE MARKET KIOSKS AND THE ADDITIONAL OWNER'S CONTINGENCY, AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $350,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on June 14, 2018, the City and Skanska executed the Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford's Restaurant; and

WHEREAS, on July 19, 2018, the City and Skanska executed the Third Amendment to increase the GMP by an additional $581,611 for installation of the piles procured for the Doc Ford's Restaurant; and

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

WHEREAS, on October 4, 2018, the City and Skanska executed the Sixth Amendment to increase the GMP by an additional $2,964,769 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™; and

WHEREAS, on January 3, 2019, the City and Skanska executed the Seventh Amendment to increase the GMP by an additional $1,835,532 for completion of the construction of the Doc Ford’s Full Core & Shell and to revise the project schedule; and

WHEREAS, the City and Skanska desire to execute the Eighth Amendment to increase the GMP by an additional $1,866,103 for (i) fabrication and installation of the market kiosks, (ii) an increase in the amount of the City’s contingency, and (iv) construction of the City infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture (for a total GMP for the Pier Approach Project not to exceed $23,549,601).

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 6 in an amount not to exceed $262,612 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for fabrication and installation of the Market Kiosks is hereby accepted.

BE IT FURTHER RESOLVED that Addendum No. 8 in the amount of $200,000 submitted by Skanska to the GMP proposal dated April 3, 2018 to increase the owner’s contingency is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Approach Project (which includes the above referenced addendums and Addendum No. 7 for construction of the City infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture) shall not exceed $23,549,601.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced addendums and Addendum No. 7 for construction of the City infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture into the GMP proposal.

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

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

Downtown Redevelopment District Fund (1105)
Transfer to: General Capital Improvement Fund (3001) $350,000

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

General Capital Improvement Fund (3001)
Pier Approach Project (15377) $350,000

This resolution shall become effective immediately upon its adoption.
APPROVALS:

Mary M.
City Attorney (Designee)

Brijesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director

Budget
00432972 FINAL
City of St. Petersburg

St. Petersburg Market Stalls
Table of Contents

1  Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate Summary

2  Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate

3  Document Log

4  Site Logistics Plan (N/A)

5  Market Kiosks Schedule

6  Appendix - A
1 Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate Summary

- Executive Summary
- Cost Summary
Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate

Executive Summary
Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate is based upon the documents prepared by Wannemacher Jensen Architects, Inc. and their respective consultants (A/E Team) which are itemized in the Document List of this proposal. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate is $262,612

Project Description
Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate includes the furnishing and installing of one prototype market stall, once accepted, six additional units will be fabricated. Seven total market stalls will be furnished and installed. Three add alternate areas will include thickened slab and conduit. Four galvanized steel tie down anchors for each temporary tent locations have been included. Two hose bibs have been included.

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

- Market Stalls Installation Target: September 2019
- Substantial Completion For Pier Approach Project: December 20th, 2019

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

- NTP by City: March 20th, 2019
- Permit Issued: July 1st, 2019
Cost Summary
Following is the Cost Summary breakdown.
## Target Estimate Summary

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Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate

• Introduction
• Insurances and Bonds
• Standard Qualifications
• Scope Specific Qualifications
• Allowances
Introduction
This section of the Pier Approach GMP Addendum No. 6 for the Market Kiosks describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate to address the issue of any items identified as “excluded”. For those items that are clarified, qualified and/or based upon an assumption, the Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate reflects only the cost and time of the element as assumed or clarified.

Skanska’s Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate is based upon the following:
1. Document log provided in Section 3.
3. The qualifications mentioned in this proposal.

Insurances and Bonds

Insurances:

1. Builders Risk Insurance is carried as an allowance.

2. Skanska shall furnish a Contractor Controlled Insurance Program ("CCIP") providing for the insurance coverages identified below. The cost of the CCIP is included in the Cost of the Work included in the Guaranteed Maximum Price calculation. The CCIP shall only cover on-site exposures and enrolled participants. Owner shall pay Skanska for CCIP premiums calculated as 2.58% of the Guaranteed Maximum Price:

   • On-Site General Liability, including Products & Completed Operations coverage for ten (10) years;
   • On-Site Workers Compensation and Employers Liability, including USL&H and Jones Act coverage;
   • $100M in Excess Liability Limits Contractor Controlled Insurance Program (CCIP) Insurance is included at 2.58%.
**Bonds:**

1. Payment and Performance Bond is carried as an allowance.

2. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default insurance (“SDI”) for the protection of the Skanska and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in the Guaranteed Maximum Price calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of the Cost of the Work less General Conditions Costs for SDI.

**Coordination with other Contractors**

This Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate is based on the assumption that the Owner’s contractors and all other parties performing construction work at the project site, not under direct contract with Skanska will:

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

2. This Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate is based on the expectation that all pre-purchased items to be provided by the Owner will be provided without delay or disruption per Skanska’s schedule attached.

3. This Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate assumes any separate contractors hired by the Owner will not interfere with the operation of Skanska.

4. This Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate relies on and assumes Owner’s other contractors working according to Skanska’s project schedule, and will achieve system and area completion dates according to that schedule.

5. This Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate relies on and assumes Owner’s other contractors will perform work so as to not impact Skanska’s ability to perform its work in accordance with its project logistics plan.

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

7. This Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate relies on and assumes Owner’s other contractors will provide and maintain insurance as required by the city, consistent with the requirements in Skanska’s agreement with the City and providing Skanska the same protections as the City requires themselves such as insurance coverages, coverage limits, indemnify and hold Skanska harmless, waivers of subrogation, listing Skanska as an additional insured party of all policies, etc.
**Standard Qualifications**

The following are the Standard Qualifications for the Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate project:

1. We have included Lump Sum GCs & GRs.

2. In preparing the Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate and the project schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

3. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate are excluded.

4. Property, business operations and other taxes related to the Project Site and the operation of the project have not been included.

5. All sales tax on material is included.

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

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

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

9. Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate Schedule is based on the City’s issuance of NTP (Notice to Proceed) on March 20th, 2019.

10. Use of union labor/prevaling wage is not included.

11. Delegated design is not included.

12. Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate assumes the Architect/Engineers design complies with all requirements prescribed in Owner standards or guidelines.

13. Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate does not include any costs associated with reviews by insurance underwriters such as IRI or FM.

14. “Time is of the essence” clauses are only applicable to the entire project’s Substantial Completion date.

15. Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate assumes there are no working hour restrictions.
Scope Specific Qualifications

1. Market Stalls
   1. Benches, shown on sheet A2.20 and called out on sheet A2.10, are under a separate permit and not included in this estimate. Benches to be part of owner’s FF&E.
   2. Permit costs are not included.
   3. Awning fabric is made to break in high wind. Awning frames are engineered.
   4. Engineering for flood loading has not been included per Wannemacher Jensen’s Bulletin (2019.01.03).
   5. Alternate Roof Cover, SIPS structurally insulated panel system noted on sheet A2.10, is not included.
   6. Market Stall Fabricator / Installer per the construction documents, Creative Arts, Inc.
   7. New materials include power coated aluminum frame and HDPE sheeting – color white.
   8. Market stalls do not meet flood-proofing requirement, proposed structures are not habitable.
   9. Sole course market stall designer and fabricator requires customary monthly progress payments upon commencement.
   10. Locking mechanisms to be provided by city.

2. Electric
   1. Conduit will be stubbed up and capped at three add-alt stall locations.
   2. Electric to each location as per note 5/E.2.20 is included as part of the Pier Approach project base scope of work. Any extension within the market stall beyond the outlet such as lighting etc. is excluded.

3. Water Service
   1. Two hose bibs have been included.

4. Thickened Edge/Slab
   1. 9” thickened slab is included at three add-alt stall locations, in addition to the seven market stalls included.

5. SS Pole Sockets and Galvanized "D" Rings
   1. SS Pole Sockets are included at seven locations, the three alternates do not include SS Pole Sockets.
   2. Four galvanized steel tie down anchors for each temporary 10’x10’ tent location shown has been included, 18 locations.

6. General Requirements
   1. Temporary protection and final cleaning has been included.
ALLOWANCES

In order to provide the Pier Approach GMP Addendum No.6 for the Market Kiosks Estimate per Owner’s requested delivery date, a number of cost allowances had to be established. These allowances are intended to provide for all direct construction costs associated with each of these items. Indirect costs are not included in allowances.

1. Builders Risk Allowance: $2,626
2. Bond: $2,626
3. Add-Alt Stall Location: $26,132/ EA or $78,396 For 3 Total (Alternate locations do not include hose bibs or water feeds, this alternate can only be accepted during fabrication and installation of the base bid Market Stalls, does not include color core panel or diebond art panel).
4. Color Core Panel: $350/ EA or $2,450 For 7 Total
5. Diebond Art Panels: $250/ EA or $1,750 For 7 Total
EXHIBIT “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

MARKET KIOSKS – DRAWINGS

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**EXHIBIT “B”**

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and **SKANSKA USA BUILDING INC.** for [insert trade work/goods and services] at [insert project name and location].

**FOR REFERENCE: PIER APPROACH DRAWINGS – BULLETIN 02**

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**EXHIBIT “B”**

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxxx** dated **mm dd, year**, by and between [insert full legal name of subcontractor/seller] and **SKANSKA USA BUILDING INC.** for [insert trade work/goods and services] at [insert project name and location].

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### EXHIBIT “B”

Attachment to **Subcontract/Purchase Order No. xxxxxx-xxx** dated **mm dd, year**, by and between **[insert full legal name of subcontractor/seller]** and **SKANSKA USA BUILDING INC.**, for **[insert trade work/goods and services]** at **[insert project name and location]**.

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EXHIBIT “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

FOR REFERENCE: PIER APPROACH SPECIFICATIONS

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EXHIBIT “B”

Attachment to Subcontract/Purchase Order No. xxxxxx-xxx dated mm dd, year, by and between [insert full legal name of subcontractor/seller] and SKANSKA USA BUILDING INC. for [insert trade work/goods and services] at [insert project name and location].

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<td>32 91 13</td>
<td>STRUCTURAL SOIL</td>
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3 Document Log

The Document Log that follows represents the information that forms the Pier Approach GMP Addendum No. 6 for the Market Kiosks Estimate and associated clarifications defined herein.
4 Site Logistics Plan (N/A)
5 Project Schedule
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</table>
March 1, 2019

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

Re: Pier Approach  
Pier Approach GMP Addendum # 8 – Additional Owner's Contingency Allowance

Dear Mr. Prayman:

We are pleased to provide you with this proposal to increase the Owner's Contingency Allowance for the Pier Approach Project.

- Additional Owners Contingency Allowance $200,000.00

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

Sincerely,

SKANSKA USA BUILDING INC.

Kenneth E. Duty  
Project Executive

Cc: Chuck Jablcn – Account Manager  
Johnathan Meese – Preconstruction Director
### Pier Approach GMP Addendum 8 To Increase The Owners Contingency

<table>
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ST. PETERSBURG CITY COUNCIL

Meeting of March 14, 2019

REPORT

TO: The Honorable Charles Gerdes, Chair, and Members of City Council
FROM: Chris Ballestra, City Development - Managing Director
SUBJECT: Consent to the Assignment of the Pier Management Agreement.

EXPLANATION:

On June 6, 2017, the City of St. Petersburg, Florida and Colliers Arnold Inc. db/a Colliers International Tampa Bay Florida (“Colliers”) entered into a management agreement for Colliers to manage, operate, maintain and market the Pier District. Pursuant to paragraph 27 of the management agreement, Colliers is requesting approval from City Council to assign the management agreement to Colliers International REMS US, LLC due to a corporate reorganization.

RECOMMENDATION:

Administration recommends the City Council consent to the assignment of the management agreement between the City of St. Petersburg, Florida and Colliers Arnold, Inc. db/a Colliers International Tampa Bay Florida to Colliers International REMS US, LLC and to authorize the Mayor, or his designee, to execute all documents necessary to effectuate this transaction.

COST/FUNDING/ASSESSMENT INFORMATION:

N/A

ATTACHMENTS: Resolution

APPROVALS:

Administration: [Signature]
RESOLUTION NO. 2019-__

A RESOLUTION CONSENTING TO COLLIERS ARNOLD, INC D/B/A COLLIERS INTERNATIONAL TAMPA BAY FLORIDA ASSIGNMENT OF THE PIER DISTRICT MANAGEMENT AGREEMENT TO COLLIERS INTERNATIONAL REMS US, LLC; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 2017, the City of St. Petersburg, Florida and Colliers Arnold Inc. d/b/a Colliers International Tampa Bay Florida ("Colliers") entered into a management agreement for Colliers to manage, operate, maintain and market the Pier District; and

WHEREAS, pursuant to paragraph 27 of the management agreement, Colliers must obtain approval from City Council to assign the management agreement; and

WHEREAS, due to corporate reorganization, Colliers desires to assign the management agreement to Colliers International REMS US, LLC; and

WHEREAS, Administration recommends the City Council consent to the assignment of the management agreement to Colliers International REMS US, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council hereby consents to Colliers Arnold, Inc. d/b/a Colliers International Tampa Bay Florida assignment of the Pier District Management Agreement to Colliers International REMS US, LLC.

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.

APPROVALS:

[Signatures]

City Attorney (Designee)

[Signature]

Administration

00432453
The following page(s) contain the backup material for Agenda Item: Approving the purchase of seventeen (17) hybrid SUVs from Alan Jay Kia, Inc., for the Fleet Management Department, at a total cost of $405,064.61.

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

Subject: Approving the purchase of seventeen (17) hybrid SUVs from Alan Jay Kia, Inc., for the Fleet Management Department, at a total cost of $405,064.61.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 120716-NAF.

The vendor will furnish and deliver seventeen (17) 2019 Kia Niro FE subcompact SUVs equipped with 1.6L Atkinson Cycle DOHC 16-valve, 4-cylinder; gasoline direct injection (GDI) engines; 32kw electric motor, 1.56 kwh lithium-ion-polymer hybrid battery; and six-speed, dual-clutch automatic transmission.

These vehicles have been chosen by the Fleet Management Department with support from Administration, as the environmentally preferred alternative to the current Ford Escape vehicles. The new vehicles have a fuel rating of an estimated 52 MPG city, 49 estimated highway, and a cruising range of 583.10 miles. This purchase supports the City's Green Fleet Initiative.

This purchase includes sixteen (16) vehicles that will be replacement vehicles. The one additional vehicle will be assigned to the Water Resources Department (see attached Purchase Summary by department).

The new vehicles are replacing units that are eight to 14 years old and have reached the end of their economic, useful life. The new vehicles, with a life expectancy of seven years, will be used to transport employees and equipment (see attached Price History). The old vehicles will be sold at public auction.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends an award utilizing the National Joint Powers Alliance Contract No. 120716-NAF.

Alan Jay Kia, Inc. (Sebring FL)........................................................................................................... $405,064.61

2019 Kia Niro G4212 FE 17 EA @ $23,827.33 $405,064.61

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 120716-NAF, effective through January 17, 2021. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Management Department, Fleet Mechanical Costs Division (800-2527) and the additional one vehicle through Water Resources Fund (4001), Cosme WTP Operations & Maintenance (420-2077).

Attachments: Purchase Summary
Price History
Resolution

Approvals: Administrative

Budget
## SUV-Crossover Vehicle Purchasing Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
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<td>1</td>
<td>2019 KIA NIRO FE Hybrid Compact SUV</td>
<td>12</td>
<td>Codes Compliance</td>
<td>Transporting Codes compliance personnel, equipment and materials for codes inspections and compliance activities.</td>
<td>Replaced Ford Escapes w/unleaded engine; Original purchase price $13,825</td>
<td>8-12</td>
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<td>2</td>
<td>2019 KIA NIRO FE Hybrid Compact SUV</td>
<td>1</td>
<td>Fire and Rescue</td>
<td>Transporting Fire Training personnel, equipment and materials to training locations and other training related activities.</td>
<td>Replaced 2008 HYBRID Ford Escape; Original purchase price $23,510</td>
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<td>7</td>
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<td>3</td>
<td>2019 KIA NIRO FE Hybrid Compact SUV</td>
<td>2</td>
<td>Police</td>
<td>Transporting Police Road Patrol personnel, equipment and materials for pickup and delivery of Radar Trailers and various police related support activities.</td>
<td>Replaced Ford Escape w/unleaded engine &amp; Special option package; Original purchase price $16,225</td>
<td>13-14</td>
<td>7</td>
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<tr>
<td>4</td>
<td>2019 KIA NIRO FE Hybrid Compact SUV</td>
<td>1</td>
<td>Sanitation</td>
<td>Transporting Sanitation Foreperson personnel, equipment and materials to customer location for follow-up on residential service issues, special pickups and other related activities.</td>
<td>Replaced Ford Escape w/unleaded engine; Original purchase price $13,825</td>
<td>8</td>
<td>7</td>
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<tr>
<td>5</td>
<td>2019 KIA NIRO FE Hybrid Compact SUV</td>
<td>1</td>
<td>Water Resources</td>
<td>Transporting new Water Resources employees to and from Water Resources facilities and the Cosme Plant in Odessa, and other related personnel transport activities.</td>
<td>Additional</td>
<td>-</td>
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**Total 17**

Note: The life cycle of the vehicle represents the number of years the using department pays into the replacement fund, not the service life. Age at replacement includes variables such as mileage and cost of maintenance, and often exceeds life cycle for the current model vehicles. The life of the replacement SUV-Crossover vehicles is expected to be closer to the life cycle due to an eight year battery warranty, after which maintenance costs may dramatically increase.
### SUV-Crossover Vehicle Price History

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<th>Description</th>
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<th>2007</th>
<th>2011</th>
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<td>$23,827.33</td>
</tr>
<tr>
<td></td>
<td>Replace Ford Escape with Kia Niro</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Compact SUV – Crossover Vehicle</td>
<td>1</td>
<td>-</td>
<td>$23,510**</td>
<td>-</td>
<td>$23,827.33</td>
</tr>
<tr>
<td></td>
<td>Replace Ford Escape with Kia Niro</td>
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</tr>
<tr>
<td>3.</td>
<td>Compact SUV – Crossover Vehicle</td>
<td>2</td>
<td>$13,838*</td>
<td>-</td>
<td>-</td>
<td>$23,827.33</td>
</tr>
<tr>
<td></td>
<td>Replace Ford Escape with Kia Niro</td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>Compact SUV – Crossover Vehicle</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>$16,225*</td>
<td>$23,827.33</td>
</tr>
<tr>
<td></td>
<td>Replace Ford Escape with Kia Niro</td>
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<tr>
<td>5.</td>
<td>Compact SUV – Crossover Vehicle</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$23,827.33</td>
</tr>
<tr>
<td></td>
<td>Replace Ford Escape with Kia Niro</td>
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</tbody>
</table>

*Prices for gas engine Ford Escape.
**Price for a hybrid engine Fore Escape.
***Price for hybrid engine Kia Niro. We do not have a price history for this make/model.

As the City continues to work towards reducing GHG emissions, we will evaluate all vehicles and equipment to ensure that each purchase meets and/or aligns with the Green Fleet initiative. This evaluation will balance vehicle purchase costs, life-cycle costs, fuel alternatives, GHG reduction, tooling requirements and available infrastructure.
RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF (17) SEVENTEEN HYBRID SUVS FROM ALAN JAY KIA, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $405,064.61 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 120716-NAF; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 17 hybrid SUVs to replace vehicles that have reached the end of their economic useful life for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental agencies; and

WHEREAS, Alan Jay Kia, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 120716-NAF; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of (17) hybrid SUVs from Alan Jay Kia, Inc. for the Fleet Management Department at a total cost not to exceed $405,064.61 utilizing the National Joint Powers Alliance Contract No. 120716-NAF is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00432111
The following page(s) contain the backup material for Agenda Item: Storefront Conservation Corridor Plan - Incentive Program
Please scroll down to view the backup material.
To: The Honorable Members of City Council  
From: Jessica R. Eilerman, Greenhouse Manager & Small Business Liaison  
Date: March 12, 2018  
Subject: Storefront Conservation Corridor Plan – Incentive Program

Please find the following documents regarding the Storefront Conservation Corridor Plan – Incentive Program attached:

- Program Guidelines
- Grant Applications
  - Business Owner
  - Property Owner
- Grant Agreement Templates
  - Business Owner
  - Property Owner
- Resolution

CC: Mayor Kriseman  
Deputy Mayor Dr. Tomalin  
Tom Greene  
Kevin King  
Alan DeLisle  
Sophia Sorolis
Storefront Conservation Corridor Program Guidelines

Applications & supporting documents are to be submitted in a single envelope at least 8”x 10” in size to:

Lowell Atkinson
The Greenhouse
Economic & Workforce Development Department
City of St. Petersburg
440 2nd Avenue North
St. Petersburg, FL 33701

Or by mail:

Lowell Atkinson
The Greenhouse
Economic & Workforce Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
I. Businesses

A. Business Eligibility Criteria - Program eligibility for businesses is based on the following criteria:
   1. Land or commercial space utilizing funds must be located on Beach Drive (from 1st Ave SE to 5th Ave NE) or Central Avenue (from Bayshore Drive to 31st St) – the “Program Boundaries”.
   2. Business must have been in operation for at least one year (as defined by the business formation date from the Florida Division of Corporations).
   3. Business must have its City of St. Petersburg Business Tax Receipt.
   4. Business must have 50 or fewer employees (Full-time and Part-time).
   5. Business must be a Local, Independent Business, as defined by the criteria below:
      a. Business must be registered in the State of Florida, with the majority of the business ownership being either held by private individuals or a privately held company (i.e., not publicly traded).
      b. Business must be at least 50% locally owned by residents of St. Petersburg.
      c. Business must make independent decisions regarding its name signage, brand, appearance, purchasing, practices, hiring, and distribution, and must be solely responsible for paying its own rent, marketing, and other business expenses without assistance from a corporate headquarters outside of St. Petersburg.
      d. Business must have no more than three franchises or outlets.
   6. Business must show it has working capital for business operations as of the date of the application (as demonstrated in the Balance Sheet or other documentation deemed acceptable by the City).
   7. Business must be primarily domiciled within the city limits of St. Petersburg.
   8. Property insurance must be held on any commercial space utilizing program funds.

B. Business Disqualifying Criteria - A business meeting any of the following disqualifying criteria at the time of the application is disqualified from receiving funding, until resolved to the satisfaction of the City:
   1. Unpaid code enforcement liens
   2. Unpaid special assessment liens
   3. Pending foreclosure(s)
   4. Mortgage or lease payments three months in arrears
   5. Any owners, officers, partners, or principal actors of the business have received a felony conviction for financial mismanagement within the last two years, unless they have completed their sentences, including prison, parole, and probation

II. Property Owners

A. Property Owner Eligibility - Program eligibility for property owners is based on the following criteria:
   1. Property owner has a property in located within the Program Boundaries.
   2. Property owner has an executed lease agreement for that property with a term of at least three (3) years, with a Local Independent Business as defined in IA5, above. Property Owners with a lease agreement already in effect prior to October 1, 2018 are ineligible.
   3. For at least the first three years of the lease agreement, the negotiated rent must be no greater than the current market year-to-date average rate for the Downtown Central Business
District as defined by CoStar’s commercial real estate software and based on the specific property type (City Staff is available to assist applicants in determining the applicable not-to-exceed rental rate).

4. There can be no felony convictions for financial mismanagement within the last two years of any owner, officer, partner, or principal actor of the business that is a party to the lease agreement, unless they have completed their sentences, including prison, parole, and probation.

B. **Property Owner Disqualification** - A property owner meeting any of the following disqualifying criteria at the time of the application is disqualified from receiving funding, until resolved to the satisfaction of the City:
   1. Unpaid code enforcement liens
   2. Unpaid special assessment liens
   3. Pending foreclosure(s)
   4. Mortgage or lease payments three months in arrears
   5. Neither the property owner nor any owners, officers, partners, or principal actors of the property owner (if the property owner is an entity) have received a felony conviction for financial mismanagement within the last two years, unless they have completed their sentences, including prison, parole, and probation.

---

### Grant Guidelines

The Storefront Conservation Corridor Program ("Program") is an incentive program that provides grants to eligible businesses and property owners along Beach Drive (from 1st Ave SE to 5th Ave NE) and Central Avenue (from Bayshore Drive to 31st St); the Program will provide financial support to property owners entering into lease agreements with eligible businesses and will provide financial support to businesses 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. A business meeting the eligibility criteria above can request funding of up to $15,000 (or $20,000 with bonuses), and a property owner meeting the eligibility criteria above can request $10,000 in funding, in the form of a one-time award through a rolling grant application period and grant review process. Program funds are available for any projects and eligible expenditures from October 1, 2018 until Program funds are exhausted.

**Program funds are available in two separate categories:**

1. **Eligible Businesses**
   A. Potential Maximum Award of $20,000
      1. Basic Program Request of $15,000
      2. Business Owner Bonuses of up to $5,000:
         a. Job Creation Bonus: A business is eligible for additional grant funds of up to $2,500 if it is demonstrated that the businesses added at least one (1) new job lasting for at least one (1) year. The business’ baseline employment numbers will be established at the time the application is submitted or on the date the employee starts the new job, whichever is earlier. The additional funds will be awarded at $2,500 in total if the total employment numbers remain higher than the baseline employment numbers for the one-year period
following the job creation date. New hires made no more than one year prior to the date of the application will be honored retroactively.

b. SBE Utilization Bonus: A business is eligible for additional grant funds of up to $2,500 if it is demonstrated that the business utilized a certified Small Business Enterprise for the proposed project. The additional funds will be awarded at $2,500 for the use of at least one (1) SBE after verification of SBE utilization by Greenhouse Staff.

c. Bonuses will only be awarded after job creation and/or SBE utilization is demonstrated.

B. Eligible uses of funds:
1. Acquisition of land or commercial space
2. Renovation of commercial space and upgrades to major building systems
3. Upgrades to a business’s information technology, communications, and security systems
4. Acquisition of Machinery & Equipment or other fixed assets (e.g. furniture, fixtures, leasehold improvements, etc.)
5. Life-safety improvements to commercial space
6. Building Code related requirement improvements (e.g. grease trap)
7. Purchase of additional Inventory and Raw Materials
8. Purchase of intellectual property protections such as patents, copyrights, and trademarks
9. Purchase of business development or marketing software (e.g. QuickBooks, Salesforce, B2G, Constant Contact, etc.)
10. Creation of a long-term, strategic marketing or development plan (must include scope of work)
11. Signage
12. Fees for industry certifications, licensure, and professional development opportunities
13. Required match funding for SBA 7(a), 504, or other business loans
14. Any expenses related to a forced relocation to a location outside of the Program Boundaries but within the City of St. Petersburg
   a. “Forced relocation” is defined as an increase in current rent by greater than 25%, the abrupt and unanticipated termination of a lease agreement, or the sale of the building to a new owner who is modifying current leases.

C. Ineligible uses of funds:
1. Lease payments
2. Mortgage payments
3. Purchase of Common Stock or other forms of company stock
4. Payment of any Current Liabilities (e.g. Notes Payable, Accounts Payable, Accruals, Current Portion of Long-Term Debt)
5. Employee Salary and Benefits
6. Other Sales, General, and Administrative expenses (SGA)
7. Feasibility studies
8. Personnel expenses

2. Eligible Property Owners
   A. Award of $10,000 per applicant
   B. Total allocation not to exceed $50,000 for all property owner applicants and contingent on availability of funds
   C. A maximum of five (5) total awards are available for property owners.
Application Process

Submitted applications – along with all documents required by the City - 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 the applicant, and the availability of funds. Staff will notify the applicant of any facial deficiencies on the application, including whether any required documentation is missing. Complete applications will be considered on a first-come, first-serve basis. Staff will approve awards based on the Program criteria, and the awards will be forwarded to City Council for acknowledgement. Incomplete or facially-deficient applications will not be considered for funding. Within 10 days after application submission, City Staff will notify the applicant of an incomplete or facially-deficient application, and the applicant can submit a corrected application after 10 business days from the date of this notification.

After staff approves a grant award, selected businesses and property owners will enter into a formal Grant Agreement with the City of St. Petersburg with stipulations and requirements for both parties, including reporting requirements. For a physical improvement project, a separate authorization must be secured from the property owner if the business owner does not own the property.

**Expected Timeline:**

- Application Open Date - pending Program approval
- Applications accepted on a rolling basis, as described above
- Awards will be made to eligible businesses and property owners meeting the Program criteria until Program funds are exhausted

<table>
<thead>
<tr>
<th>Program Announced</th>
<th>April/May 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Submitted to The Greenhouse</td>
<td>On a rolling basis (no deadline)</td>
</tr>
<tr>
<td>City Staff Will Notify the Applicant of Any Facial Deficiencies with the Application</td>
<td>Within 10 business days after submission of the application</td>
</tr>
<tr>
<td>City Staff Reviews Application and Determines Whether to Approve Award</td>
<td>Within 15 business days after submission of completed application</td>
</tr>
<tr>
<td>Final Decision on Awardees</td>
<td>Within 45 business days after submission of completed application</td>
</tr>
<tr>
<td>Grant Disbursement to Awardees</td>
<td>Within 30 calendar days after execution of a grant agreement</td>
</tr>
<tr>
<td>Bonuses Awarded</td>
<td>Within 30 calendar days after demonstration that each bonus requirement has been met</td>
</tr>
</tbody>
</table>
# Storefront Conservation Corridor Program: Business Owner Application

## PART I: BUSINESS INFORMATION

<table>
<thead>
<tr>
<th>Legal Name of Business (include any DBA):</th>
<th>Application Date:</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Tax I.D. Number:</th>
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</tbody>
</table>

**Principal Place of Business Address** (not P.O. Box, must be located in St. Petersburg)

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Business Formation Date:</th>
<th>Number of Business Owners:</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

**List name and address of each business owner (add attachment to application for more space):**

<table>
<thead>
<tr>
<th>Number of Franchises or Outlets (must be 3 or fewer):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Number of Full-Time and Part-Time Employees** (must be 50 or fewer):

<table>
<thead>
<tr>
<th>Mailing Address (if different than Business Address):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<table>
<thead>
<tr>
<th>Key Contact Name:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Key Contact Email:</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Business Telephone:</th>
<th>Key Contact Cell:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
If the answer to any of the questions below is yes, the Business is disqualified from participation in the Program:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Business have any current unpaid code enforcement liens against it?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the Business have any current unpaid special assessment liens against it?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has any owner, officer, partner, or principal actor of the Business received a felony conviction for financial mismanagement within the last two years for which he or she is still serving a sentence (including prison, parole, and probation)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do any properties owned by the Business have any mortgage payments three months or more in arrears?</td>
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</tr>
</tbody>
</table>

**PART II: REQUESTED PROJECT FUNDING**

<table>
<thead>
<tr>
<th>Total Project Cost:</th>
<th>Program Funds Requested:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Project Address:**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
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</table>

**Budget for Use of City Funds (must equal “Program Funds Requested” above)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Land</td>
<td>$</td>
</tr>
<tr>
<td>Purchase of Commercial Space</td>
<td>$</td>
</tr>
<tr>
<td>Rehab/Renovation of Commercial Space</td>
<td>$</td>
</tr>
<tr>
<td>Upgrades to Major Building Systems</td>
<td>$</td>
</tr>
<tr>
<td>Upgrades to IT or Communications or Security System</td>
<td>$</td>
</tr>
<tr>
<td>Purchase of Machinery or Equipment or other Fixed Assets</td>
<td>$</td>
</tr>
<tr>
<td>Life-safety Improvements</td>
<td>$</td>
</tr>
<tr>
<td>Building Code related requirement improvements</td>
<td>$</td>
</tr>
<tr>
<td>Purchase of Inventory or Raw Materials</td>
<td>$</td>
</tr>
<tr>
<td>Intellectual Property Protection</td>
<td>$</td>
</tr>
<tr>
<td>Business Development or Marketing Software</td>
<td>$</td>
</tr>
<tr>
<td>Marketing or Development Plan (must include a Scope of Work with application)</td>
<td>$</td>
</tr>
<tr>
<td>Industry Certifications or Licensure or Professional Development</td>
<td>$</td>
</tr>
<tr>
<td>Match Funding for Business Loan</td>
<td>$</td>
</tr>
<tr>
<td>Forced Relocation</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Budget for Use of City Funds</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
Detailed Project Description (include explanation for each item in the Budget):
PART III: BONUS AWARDS

$2,500 Job Creation Bonus (check applicable box):

☐ Yes, Applicant is applying for this bonus
☐ No, Applicant is not applying for this bonus

Description of new Job(s):

(*Bonus award is contingent upon demonstration that all applicable requirements have been met.*

$2,500 SBE Bonus (check applicable box):

☐ Yes, Applicant is applying for this bonus
☐ No, Applicant is not applying for this bonus

If applying for SBE Bonus, please list all potential SBE partners below, and fill out a Letter of Intent form – provided below – for each:

(*firms must be certified as an SBE with the City of St. Petersburg and verified by The Greenhouse via the Letter of Intent. Bonus award is contingent upon demonstration that all applicable requirements have been met.*)
PART IV: REQUIRED DOCUMENTATION

Please, attach the following documentation:

1. Most current Balance Sheet, Profit & Loss Statement, or Federal Corporate Income Tax Return (showing the business’s Assets and Liabilities)

2. Evidence of Commercial Property Insurance and Certificate of Liability Insurance

3. Letter of Intent (template provided below) confirming that the business is partnering with one or more SBEs on the proposed project *(if pursuing Business Owner Bonus for SBE Utilization)*
   - Greenhouse Staff will ensure the potential SBE partner is currently certified and provide the most recent approval letter and certification certificate

   **For projects involving the purchase of land, the purchase of a building, or the renovation and rehabilitation of a building, the following are also required.**

4. All relevant mortgage notes and proof of secured funding for the purchase or renovation/rehabilitation of property

5. Detailed cost estimates of work by input (labor, materials, etc.) and project component (signage, landscaping, painting, carpentry, etc.)

6. Photographs of existing conditions of building, interior and exterior – including area of proposed renovation or rehabilitation work (if applicable)
LETTER OF INTENT TO CONTRACT WITH A SMALL BUSINESS ENTERPRISE ON FUNDED PROJECT

(Form MUST be completed for each contracted SBE firm)

<table>
<thead>
<tr>
<th>Estimated Contract Amount:</th>
<th>Project Name:</th>
</tr>
</thead>
</table>

| Name of SBE Sub-contractor/Supplier: |
| Address: | City, ST: | Zip: |
| SBE Contact: |
| Phone: | Email: |
| Anticipated Work Start Date: |

WORK TO BE PERFORMED BY SMALL BUSINESS ENTERPRISE

<table>
<thead>
<tr>
<th>Brief Description of Work</th>
<th>Anticipated Time Frame</th>
<th>Dollar Amount</th>
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<tr>
<td>Storefront Conservation Corridor Program</td>
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<td></td>
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<tr>
<td>------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Certification and Signatures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>By submitting this Application, I hereby affirm under penalty of perjury that all statements on this document are true and correct to the best of my knowledge and belief.</td>
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<tr>
<td><strong>Applicant Signature</strong></td>
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<tr>
<td><strong>Print Name</strong></td>
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</tbody>
</table>
**Storefront Conservation Corridor Program**

**Owner Authorization**

*(only applicable if Business Owner is not owner of Project Address)*

As owner of the property/properties located below, I hereby authorize the Applicant as identified above to undertake the activities specified in this Application.

<table>
<thead>
<tr>
<th>Property Address(es)</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Property Identification Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Owner Signature</th>
</tr>
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<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Print Name</th>
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</table>

*The submitted Application and all attachments are subject to disclosure under Florida’s public records law. Applicant may redact any confidential and exempt information.*
## PART I: PROPERTY OWNER INFORMATION

<table>
<thead>
<tr>
<th>Full Legal Name of Property Owner:</th>
<th>Application Date:</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Mailing Address:</th>
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<tbody>
<tr>
<td>City:</td>
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<tr>
<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Contact Name:</th>
<th>Key Contact Cell:</th>
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<table>
<thead>
<tr>
<th>Key Contact Email:</th>
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</thead>
</table>

If the answer to any of the questions below is yes, the Property Owner is disqualified from participation in the Program:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are there any current unpaid code enforcement liens against any properties owned by Property Owner?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there any current unpaid special assessment liens against any properties owned by Property Owner?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the following statement true?: There have been no felony convictions for financial mismanagement within the last two years of any owner, officer, partner, or principal actor of the Tenant for which he or she is still serving a sentence (including prison, parole, and probation)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the Property Owner have any mortgage or lease payments three months or more in arrears?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Are there any pending foreclosures against any properties owned by the Property Owner?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

## PART II: INFORMATION ON LEASED PROPERTY WITHIN THE PROGRAM BOUNDARIES

Leased Property Address (must be within Program Boundaries):

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Term of Lease Agreement on Leased Property
(must be at least three years and begin on or after October 1, 2018):

### Tenant on Lease Agreement
(must be a Local, Independent Business):

### Current Rental Market Value on Leased Property:
(email business@stpete.org or call 727.893.7784 for City Staff verification)

### Rental Rate for First Three Years of Lease Agreement:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Tenant registered to do business in the State of Florida, with the majority of the business' ownership being either held by private individuals or a privately held company (i.e., not publically traded)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the Tenant’s business ownership consist of at least 50% residents of St. Petersburg?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the Tenant make independent decisions regarding its name signage, brand, appearance, purchasing, practices, hiring, and distribution, and is solely responsible for paying its own rent, marketing, and other business expenses without assistance from a corporate headquarters outside of St. Petersburg?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the Tenant have less than four franchises or outlets?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is the following statement true: there have been no felony convictions for financial mismanagement within the last two years of any owner, officer, partner, or principal actor of the Tenant?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

### PART IV: REQUIRED DOCUMENTATION

Please attach the following documentation:
1. Executed Lease Agreement with Local, Independent Business on the Leased Property
2. Proof of property insurance on the Leased Property (COI is acceptable)
Applicant Certification and Signatures

By submitting this Application, I hereby affirm under penalty of perjury that all statements on this document are true and correct to the best of my knowledge and belief.

Applicant Signature

Print Name

The submitted Application and all attachments are subject to disclosure under Florida’s public records law. Applicant may redact any confidential and exempt information.
AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____day of _____________, 20___, ("Effective Date") between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and __________________________, ("Business") (collectively, "Parties") with regard to the following matters.

RECITALS:

WHEREAS, the City desires to utilize a portion of its available funds to further economic development in the City by creating a Storefront Conservation Corridor Program ("Program") aimed to assist local independent businesses by incentivizing property owners to lease to local independent businesses and by providing monetary support for local independent businesses to make physical improvements and renovations of commercial property, purchase commercial property, and invest in capacity developments that promote the business’s growth and long-term sustainability; and

WHEREAS, the City further desires to spur economic growth in the City through the Program by incentivizing job creation and the utilization of small business enterprises; and

WHEREAS, the use of public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the Business has submitted an application to the City ("Application") to participate in the Program; and

WHEREAS, based on the information and documentation provided by the Business in its Application, the City has determined that the Business has met the program guidelines (which are attached hereto as Appendix A) ("Program Guidelines"); and

WHEREAS, the City has agreed to provide the herein described grant funds to the Business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are hereby incorporated into this Agreement by reference) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Business covenant and agree as follows:

1. **Grant of Program Funds.** Within thirty (30) days after the Effective Date, the City shall pay to the Business, on a lump-sum basis, an amount not to exceed _____________ ($_______) ("Program Funds") as support for the Business to complete the project described in the Application ("Project") in accordance with the Program Guidelines and the completed Application (which Application is attached hereto as Appendix B). The Business shall complete the Project on or before _____________ ("Project Completion Deadline"); provided, however, that the Mayor or his designee may authorize an extension of the Project Completion Deadline for up to ninety (90) days to allow the Business to complete the Project if the Business demonstrates to the City’s
satisfaction that the Business is taking reasonable steps to complete the Project within such ninety (90) day period.

2. **Grant of Job Creation Bonus.** Provided that the Business applied for a Job Creation Bonus (as defined in the Application), the City shall pay to the Business, on a lump-sum basis, an amount not to exceed two thousand five hundred dollars ($2,500) within thirty (30) days after the Business’s written request for payment of the Job Creation Bonus. The Business’s written request for payment of the Job Creation Bonus must occur during the Term (as hereinafter defined) and be accompanied by redacted payroll documents or other payroll information that includes the employee’s name and hire date and, if available, Quarterly Wage & Withholding Reports (Form 941) covering the period beginning on the job creation date and ending one year thereafter (“One-Year Employment Period”). Those reports must demonstrate that the Business’s total employment numbers remained higher during the entire One-Year Employment Period than the Business’s total employment numbers were prior to the job creation date (e.g., if the Business had 20 employees prior to the job creation date, the documentation must demonstrate that the Business retained at least 21 employees during the entire One-Year Employment Period). Other payroll information may be requested in a form acceptable to the City that demonstrates to the City’s satisfaction that the Business has met the Program Guidelines for the Job Creation Bonus.

3. **Grant of SBE Bonus.** Provided that the Business applied for an SBE Bonus (as defined in the Application), the City shall pay to the Business, on a lump-sum basis, an amount not to exceed two thousand five hundred dollars ($2,500) within thirty (30) days after the Business’s written request for payment of the SBE Bonus. The Business’s written request for payment of the SBE Bonus must occur during the Term and must be accompanied by an invoice submitted to the Business by the SBE along with proof acceptable to the City that the invoice was paid in full.

4. **Compliance.** The Business shall comply with all of the terms and conditions of this Agreement as well as the Program Guidelines and continue to meet these requirements throughout the Term.

5. **Term.** The term of this Agreement (“Term”) commences on the Effective Date and terminates ninety days after the Project Completion Deadline (or any extension of the Project Completion Deadline made in accordance with paragraph 1 of this Agreement), unless this Agreement is earlier terminated as provided for herein.

6. **Repayment of Program Funds.** If, after the City’s disbursement of the Program Funds, the City determines that the Business failed to comply with any of the terms and conditions of this Agreement, the City may, in its sole and absolute discretion, require the Business to repay all or any portion of the Program Funds to the City within thirty (30) days after written notice from the City to repay the Program Funds. This paragraph survives expiration or earlier termination of this Agreement.

7. **Reports.**
A. Periodic Reports. If any of the following conditions occur, the Business shall notify the City in writing no more than thirty (30) days after the occurrence:

(1) The Business relocates to a location outside of St. Petersburg; or

(2) The Business expends Program Funds for any purpose other than those explicitly stated in the Application.

B. Site Visit and Interim Report. The Business shall allow the City to conduct a site visit at the Project Address (as defined in the Application) at a mutually agreeable date and time. Within ten (10) days after the site visit (or at another date mutually agreeable to the Parties), the Business shall provide the City with an interim report containing the following information and documentation: [<<insert as applicable>>]

C. Final Report. Within thirty (30) days after the Project Completion Deadline, the Business shall provide a final report (“Final Report”) to the City describing in detail how the Program Funds were expended and how the Program Funds benefitted the Business’s operations, growth, and/or sustainability. The Final Report must be accompanied by the following information and documentation: [<<insert as applicable: copies of invoices; proof of vendor payments, work performed, and/or services rendered; pictures of any physical improvement project, property purchased, or other assets, supplies, or materials acquired>>]

8. Compliance with Laws. The Business shall comply at all times with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities (collectively, “Laws”), including but not limited to Florida public records laws.

9. Reservation of Rights. In order to determine the Business’s compliance with this Agreement, the City may at any reasonable time enter and inspect the premises of the Business Address (as defined in the Application) or the Project Address. Such inspection may include, but is not limited to, review or analysis of the financial or service records of the Business.

10. Default and Termination.

A. The City may terminate this Agreement and request repayment (in which case the Business shall comply with such repayment request within thirty days after the date of the request) of all or any portion of Program Funds if the following events occur during the Term:

(1) The Business fails to observe or perform any term or condition of this Agreement and such failure continues for ten (10) days after written notice thereof from the City to the Business in accordance with paragraph 14 of this Agreement; or
(2) The Business relocates to a location outside of the municipal boundaries of the City of St. Petersburg.

B. Notwithstanding anything to the contrary contained in this Agreement, the Business shall not be relieved of liability to the City for damages sustained by the City by virtue of the Business’s failure to comply with any of the terms and conditions of this Agreement.

C. The City's liability and obligations to the Business or any person having a claim pursuant to this Agreement shall be limited solely to the amount set forth herein and subject to the terms and conditions of this Agreement.

11. **Indemnification.**

A. The Business shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “**Claims**”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

1. The performance of this Agreement (including changes and amendments thereto) or completion of the Project by the Business, its employees, agents, representatives, contractors, subcontractors or volunteers; or

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

3. Any negligent act or omission of the Business, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Business, 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

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

B. The provisions of this paragraph 11 are independent of, and will not be limited by, any insurance required to be obtained by the Business pursuant to this Agreement or otherwise obtained by the Business, and shall survive the expiration or earlier
termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.**

A. Business shall maintain the following types and amounts of insurance throughout the Term at its own expense:

   (1) Commercial General Liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

   (2) Workers’ Compensation insurance as required by Florida law and Employers’ Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Business’s insurance policies, except Workers’ Compensation, shall name the Indemnified Parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Business shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage.

E. All insurance required shall be on a primary and noncontributory basis and shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best’s Rating Services, or similar rating agency acceptable to the City.

F. Business hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

13. **Records, Reports and Inspection.**

A. The Business shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. The Business shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, the Business
shall retain all such books, records and information for a minimum of five (5) years after the end of the Term. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

B. The Business, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request.

C. The Business shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

14. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

**CITY OF ST. PETERSBURG:**
City of St. Petersburg, Florida
Economic & Workforce Development Department
P. O. Box 2842
St. Petersburg, Florida 33731
Attn: Lowell Atkinson

**BUSINESS:**

15. **Nondiscrimination.** The Business shall not discriminate against anyone in the completion of the Project because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

16. **Assignment.** The Business shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this Paragraph 16 is void and confers no rights upon the assignee.

17. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must 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 must be brought in that division. Each party waives any defense,
whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

18. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

19. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

20. **Non-Appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

21. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement, including but not limited to any employees of the Business or any SBEs utilized by the Business, may not claim any benefit hereunder or as third-party beneficiaries hereto.

22. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

23. **Waiver.** No provision of this Agreement will be deemed waived by the City unless expressly waived in writing by the City. No waiver may be implied by delay or any other act or omission of the City. No waiver by the City of any provision of this Agreement may be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by the Property Owner does not constitute waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

24. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.
25. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

26. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

27. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

28. **Order of Precedence.** In the event of an inconsistency between or among the documents referenced in this Agreement, the following order of precedence shall control: (i) this Agreement, exclusive of its appendices; (ii) Appendix A; and (iii) Appendix B.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the City and the Business have executed this Agreement as of the date first above written.

BUSINESS:

By: _____________________________
Sign: ___________________________
Print: ___________________________
Title): __________________________

WITNESSES FOR BUSINESS:

By: _____________________________
Sign: ___________________________
Print: ___________________________

CITY OF ST. PETERSBURG, FLORIDA

BY: _____________________________
Print: ___________________________
Title: ___________________________

ATTEST:

By: _____________________________
Chan Srinivasa, City Clerk
Print: ___________________________
Title: ___________________________ (Seal)

Approved as to Form and Content:

___________________________________
City Attorney (designee) 

00434647 Business Grant Agreement
Appendix A
Storefront Conservation Corridor Program Guidelines
Appendix B
Completed Application for Storefront Conservation Corridor Program
AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____day of _____________, 20___, ("Effective Date") between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and ________________, ("Property Owner") (collectively, "Parties") with regard to the following matters.

RECITALS:

WHEREAS, the City desires to utilize a portion of its available funds to further economic development in the City by creating a Storefront Conservation Corridor Program ("Program") aimed to assist local independent businesses by incentivizing property owners to lease to local independent businesses and by providing monetary support for local independent businesses to make physical improvements and renovations of commercial property, purchase commercial property, and invest in capacity developments that promote the business’s growth and long-term sustainability; and

WHEREAS, the use of public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, the Property Owner has submitted an application to the City ("Application") to participate in the Program; and

WHEREAS, the Property Owner represents that all of the information contained in its Application is true and correct, and Property Owner agrees to meet all applicable program requirements (which are attached hereto as Appendix A) ("Program Guidelines"); and

WHEREAS, the City has agreed to provide the herein described grant funds to the Property Owner, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are hereby incorporated into this Agreement by reference) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Property Owner covenant and agree as follows:

1. **Grant of Program Funds.** Within thirty (30) days after the Effective Date, the City shall pay to the Property Owner, on a lump-sum basis, an amount not to exceed ten thousand dollars ($10,000) ("Program Funds") as support for the Property Owner to maintain its lease agreement ("Lease Agreement") on the leased property set forth in the Application ("Leased Property") with the tenant set forth in the Application ("Tenant") for a period of at least three (3) years ("Minimum Lease Period") in accordance with this Agreement and the Program Guidelines.

2. **Compliance.** The Property Owner shall comply with all of the terms and conditions of this Agreement as well as the Program Guidelines and continue to meet these requirements throughout the Term.
3. **Term.** The term of this Agreement (“Term”) commences on the Effective Date and terminates forty months thereafter, unless this Agreement is earlier terminated as provided for herein.

4. **Repayment of Program Funds.** If, after the City’s disbursement of the Program Funds, the City determines that the Property Owner failed to comply with any of the terms and conditions of this Agreement, the City may, in its sole and absolute discretion, require the Property Owner to repay all or any portion of the Program Funds to the City within thirty (30) days after written notice from the City to repay the Program Funds. This paragraph survives expiration or earlier termination of this Agreement.

5. **Reports.**
   
   A. Periodic Reports. If any of the following conditions occur, the Property Owner shall notify the City in writing no more than 30 days after the occurrence:
      
      (1) The Lease Agreement is terminated before the end of the Minimum Lease Period; or
      
      (2) At any time during the Minimum Lease Period, the rental rate is renegotiated to an amount that exceeds the then-current market YTD average rate for the Downtown Central Business District as defined by CoStar’s commercial real estate software for the specific property type (e.g. office, retail, health care, etc.).
   
   B. Annual Reports. Within thirty days after the first and second annual period of the Lease Agreement, the Property Owner shall provide interim reports to the City confirming that the Property Owner has not terminated the Lease Agreement without cause. Each interim report must be accompanied by supporting documentation of the rental rate in effect for the preceding annual period.
   
   C. Final Report. Within thirty days after the end of the Minimum Lease Period, the Property Owner shall provide a final report (“Final Report”) to the City confirming that the Property Owner did not terminate the Lease Agreement without cause prior to the end of the Minimum Lease Period. The Final Report must be accompanied by supporting documentation of the rental rate in effect during the third annual period of the Minimum Lease Period.

6. **Compliance with Laws.** The Property Owner shall comply at all times with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities (collectively, “Laws”), including but not limited to Florida public records laws.

7. **Reservation of Rights.** In order to determine the Property Owner’s compliance with this Agreement, the City may at any reasonable time enter and inspect the premises of the Leased Property. Such inspection may include, but shall not be limited to, review or analysis of the then-current Lease Agreement and a scheduled site visit with the Tenant.
8. **Default and Termination.**

A. The City may terminate this Agreement and request repayment of all or any portion of the Program Funds (in which case the Property Owner shall comply with such repayment request within thirty days after the date of the request) if the following events occur:

(1) The Property Owner fails to observe or perform any term or condition of this Agreement and such failure continues for ten (10) days after written notice thereof from the City to the Property Owner in accordance with paragraph 11 of this Agreement; or

(2) The Lease Agreement is terminated by the Property Owner without cause before the end of the Minimum Lease Period; or

(3) At any time during the Minimum Lease Period, the rental rate is renegotiated to an amount that exceeds the then-current market YTD average rate for the Downtown Central Business District as defined by CoStar’s commercial real estate software for the specific property type (e.g. office, retail, health care, etc.), and the Property Owner fails to remedy the Tenant’s overpayment.

B. Notwithstanding anything to the contrary contained in this Agreement, the Property Owner will not be relieved of liability to the City for damages sustained by the City by virtue of the Property Owner’s failure to comply with any of the terms and conditions of this Agreement.

C. The City’s liability and obligations to the Property Owner or any person having a claim pursuant to this Agreement shall be limited solely to the amount set forth herein and subject to the terms and conditions of this Agreement.

9. **Indemnification.**

A. The Property Owner shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(1) The performance of this Agreement (including changes and amendments...
thereto) by the Property Owner, its employees, agents, representatives, contractors, subcontractors or volunteers; or

(2) The failure of the Property Owner, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

(3) Any negligent act or omission of the Property Owner, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Property Owner, 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

(4) Any reckless or intentional wrongful act or omission of the Property Owner, its employees, agents, representatives, contractors, subcontractors or volunteers.

B. The provisions of this paragraph 9 are independent of, and will not be limited by, any insurance obtained by the Property Owner, and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

10. Records, Reports and Inspection.

A. The Property Owner shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. The Property Owner shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, the Property Owner shall retain all such books, records and information for a minimum of five (5) years after the end of the Term. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

B. The Property Owner, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request.

C. The Property Owner shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information.
11. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

**CITY OF ST. PETERSBURG:**
City of St. Petersburg, Florida
Economic & Workforce Development Department
P. O. Box 2842
St. Petersburg, Florida 33731
Attn: Lowell Atkinson

**PROPERTY OWNER:**
__________________________
__________________________

12. **Nondiscrimination.** The Property Owner shall not discriminate against anyone in the lease of the Leased Property because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

13. **Assignment.** The Property Owner shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 13 is be void and does not confer any rights upon the assignee.

14. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must 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 must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

15. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

16. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

17. **Non-Appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate
and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

18. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement, including but not limited to the Tenant, may not claim any benefit hereunder or as third-party beneficiaries hereto.

19. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

20. **Waiver.** No provision of this Agreement will be deemed waived by the City unless expressly waived in writing by the City. No waiver may be implied by delay or any other act or omission of the City. No waiver by the City of any provision of this Agreement may be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by the Property Owner does not constitute waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

21. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

22. **City Consent and Action.**

   A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

   B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not
limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

24. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

25. **Order of Precedence.** In the event of an inconsistency between or among the documents referenced in this Agreement, the following order of precedence shall control: (i) this Agreement, exclusive of its appendices; (ii) Appendix A; and (iii) Appendix B.

**IN WITNESS WHEREOF,** the City and the Property Owner have executed this Agreement as of the date first above written.

**PROPERTY OWNER:**

By: ____________________________
Print: __________________________
Title): __________________________

**WITNESSES FOR PROPERTY OWNER:**

Sign: __________________________
Print: __________________________

**CITY OF ST. PETERSBURG, FLORIDA**

By: ____________________________
Print: __________________________
Title: __________________________

**ATTEST:**

By: ____________________________
Print: __________________________
Title: __________________________

(Seal)

Approved as to Form and Content:

________________________________
City Attorney (designee)

00434648 Property Owner Grant Agreement
Appendix A
Storefront Conservation Corridor Program Guidelines
RESOLUTION No. 2019-_____

A RESOLUTION ESTABLISHING THE STOREFRONT CONSERVATION CORRIDOR GRANT PROGRAM ("PROGRAM") TO PROVIDE FUNDING TO ELIGIBLE PROPERTY OWNERS AND BUSINESSES ALONG BEACH DRIVE FROM 1ST AVENUE SOUTHEAST TO 5TH AVENUE NORTHEAST AND ALONG CENTRAL AVENUE FROM BAYSHORE DRIVE TO 31ST STREET; APPROVING STANDARD FORM GRANT AGREEMENTS RELATED TO THE PROGRAM; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE STANDARD FORM GRANT AGREEMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD FORM GRANT AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO IMPLEMENT THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, local, independent businesses along Beach Drive from 1st Avenue Southeast to 5th Avenue Northeast and along Central Avenue from Bayshore Drive to 31st Street benefit the City by improving the quality of life of City residents, attracting visitors and new investors to the City, and supporting other municipal initiatives including the expansion of jobs, shrinking economic inequity, strengthening neighborhood diversity, and encouraging sustainable living; and

WHEREAS, the Florida legislature has declared that it constitutes a public purpose to expend public funds for economic development activities; and

WHEREAS, Administration desires to assist local independent businesses by incentivizing property owners to lease to local independent businesses and by providing monetary support for local independent businesses to make physical improvements and renovations of commercial property, purchase commercial property, and invest in capacity developments that promote the business’s growth and long-term sustainability; and

WHEREAS, Administration further desires to spur economic development in the City by incentivizing the creation of jobs and the utilization of small business enterprises; and

WHEREAS, the Storefront Conservation Corridor Grant Program ("Program") is being established by this Resolution; and
WHEREAS, $175,000 will be available under the Program; and

WHEREAS, the Program will provide grant funding in awards of $10,000 each for up to five eligible property owners and up to $20,000 each for eligible businesses in accordance with the Program guidelines.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby establishes the Storefront Conservation Corridor Grant Program ("Program") to provide funding to eligible property owners and businesses along Beach Drive from 1st Avenue Southeast to 5th Avenue Northeast and along Central Avenue from Bayshore Drive to 31st Street.

BE IT FURTHER RESOLVED that the standard form grant agreements related to the Program are hereby approved.

BE IT FURTHER RESOLVED that the City Attorney or her designee is hereby authorized to make non-substantive changes to the standard form grant agreements.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the standard form grant agreements and any other documents necessary to implement the Program.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]  Administration: [Signature]

00434970
The following page(s) contain the backup material for Agenda Item: Referring to the Housing, Land Use, and Transportation, or other relevant committee, a discussion about how best to inform tenants of their rights when they enter into a rental agreement. (Councilmember Foster)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: March 5, 2019

COUNCIL DATE: March 14, 2019

RE: Informing Tenants of Their Rights

______________________________

ACTION DESIRED:

Respectfully referring to the Housing, Land Use, and Transportation, or other relevant committee, a discussion about how best to inform tenants of their rights when they enter into a rental agreement.

RATIONALE:

Many tenants are not aware of their rights or do not exercise them due to fear of retribution from their landlords. Discussion points should include:

- When should information be provided? (At signing, posted in the lobby, etc.)
- What information should be included? (Codes compliance, free legal services, etc.)
- Should the requirement apply to all rentals? (Single family, multi-family over 4 units, etc.)

Amy Foster
Council Member, District 8
The following page(s) contain the backup material for Agenda Item: Requesting the legal department draft an ordinance that bans housing discrimination based on a tenants’ source of income. (Councilmember Foster)
Please scroll down to view the backup material.
TO:   Members of City Council

DATE:   March 5, 2019

COUNCIL DATE:   March 14, 2019

RE:   Source of Income Discrimination

ACTION DESIRED:

Respectfully requesting the legal department draft an ordinance that bans housing discrimination based on a tenants’ source of income.

RATIONALE:

November 29, 2018
  • Source of income discrimination on the agenda for discussion at PSI. Time did not allow for a full discussion, so the item was postponed until the next meeting.

December 13, 2018
  • Source of income discussed at PSI. Councilmembers asked for more information on how other cities have approached this regulation but were supportive of pursuing it at that time.

January 3, 2019
  • Assistant City Attorney Brad Tennant distributed the attached compilation of state, local, and federal statutes prohibiting discrimination in housing based on source of income.

ATTACHMENTS:

  • Section 11A-12 of Miami-Dade County Code - Unlawful Housing Practices Ordinance
  • PRRAC - Source of Income Discrimination Legislation Across the Country

Amy Foster
Council Member, District 8
Chapter 11A, Article 2, Section 12

Sec. 11A-12. - Unlawful housing practices.

(1) Discrimination in sale or rental of housing and other prohibited practices. It shall be unlawful for any person, owner, financial institution, real estate broker, real estate agent or any representative of the above to engage in any of the following acts because of race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking, of a prospective buyer, renter, lessee.

(a) To refuse to sell, purchase, rent, lease, finance, negotiate or otherwise deny to or withhold any dwelling or to evict a person; or

(b) To discriminate against a person in the terms, conditions, or privileges of the sale, purchase, rental or lease or any dwelling, or in the furnishing of facilities or services in connection therewith; or

(c) To refuse to receive or transmit a bona fide offer to sell, purchase, rent or lease any dwelling; or

(d) To represent to a person that any dwelling is not available for inspection, sale, purchase, rental or lease when in fact it is so available, or to refuse to permit a person to inspect any dwelling; or

(e) To refuse to lend money, whether or not secured by mortgage, or otherwise refuse to make funds available for the purchase, acquisition, construction, alteration, improvement, repair or maintenance of any dwelling, to impose different terms or conditions of such financing or refuse to provide title or insurance relating to the ownership or use of any interest in any dwelling, or to refuse to provide appraisal or brokerage services; or

(f) To refuse to purchase loans, debts, or securities which support the purchase, construction, improvement, repair or maintenance of a dwelling which are secured by residential real estate or to impose different terms or conditions for such purchases; or

(g) To make, publish, print, circulate, post, mail, or cause to be made, published, printed, circulated, posted or mailed, any notice, statement or advertisement, or to announce a policy, or to sign or to use a form of application for the sale, purchase, rental, lease or financing of any dwelling, or to make a record of inquiry in connection with the prospective sale, purchase, rental, lease or financing of any housing accommodation which indicates any discrimination, any discriminatory preference, any intent to discriminate or any intent to make a discriminatory preference; or

(h) To discriminate in any financial transaction involving real property because of its location, or to "red-line"; or

(i) To offer, solicit, accept or use a listing of any dwelling for sale, purchase, rental or lease with the understanding that a person may be subjected to discrimination in connection with such sale, purchase, rental, lease, or the furnishing of facilities or services in connection therewith; or

(j) To directly or indirectly induce or attempt to induce for profit, the sale, purchase, rental, lease or the listing for any of the above, of any dwelling by representing that the presence or anticipated presence of a person of a particular race, color, religion, national origin, age, sex, disability, familial status, marital status, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking, will or may result in blockbusting, such as but not limited to:

   (i) The lowering of property values in the area;

   (ii) An increase in criminal or anti-social behavior in the area; or

   (iii) A decline in the quality of the schools or other services or facilities in the area; or

(k) To make any representations concerning the listing for sale, purchase, rental, or lease, or the anticipated
listing of any sale, purchase, rental, or lease of any dwelling for the purpose of inducing or attempting to induce any such listing for any of the above transactions; or

(l) To engage in or hire to be done, or to conspire with others to commit acts or activities of any nature, the purpose of which is to coerce, cause panic, incite unrest, or create or play upon fear with the purpose of either discouraging or inducing, or attempting to induce, the sale, purchase, rental, lease or listing of any dwelling on any basis prohibited by this chapter; or

(m) To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by this chapter, or to obstruct or prevent any person from complying with the provisions of this chapter or any other issued thereunder; or

(n) To resist, prevent, impede or interfere with the Commission on Human Rights, its members and/or representatives in the lawful performance of their duties under this chapter; or

(o) To canvas to commit any unlawful practice prohibited by this chapter; or

(p) To deny or withhold any dwelling from a person on any basis prohibited by this chapter, or

(q) To deny any qualified person access to or membership in or participation in any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against such person in the terms or conditions of such access, membership, or participation on any basis prohibited by this chapter; or

(r) To coerce, intimidate, make threats, or harass people who have aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by this article.

(2) Reasonable modification and reasonable accommodation for disabled. It shall be a discriminatory housing practice to:

(a) Refuse to permit, at the expense of a disabled person, reasonable modifications of existing premises occupied or to be occupied by such disabled person if such modifications may be necessary to afford such persons full enjoyment of the premises; except that in the case of a rental a landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

(b) Refuse to make a reasonable accommodation in rules, policies, practices or services, when such an accommodation may be necessary to afford a disabled person equal opportunity to use and enjoy the dwelling unit;

(c) In connection with the design and construction of covered multifamily dwellings submitted for building permit on or after January 13, 1990 to fail to design and construct those housing accommodations in such a manner, that:

(i) The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons;

(ii) All the doors designed to allow passage into and within all premises within such housing accommodations are sufficiently wide to allow passage by persons in wheelchairs; and

(iii) All premises within such accommodations contain the following features of an adaptive design:

(I) An accessible route into and throughout the dwelling, unless it is impracticable to do so because of the terrain or unusual characteristics of the site;

(II) Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
(III) Reinforcements in the bathroom walls to allow later installation of grab bars; and

(IV) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

(iv) As used in this section, "covered multifamily dwelling" means a building which consists of four (4) or more dwelling units and has one (1) or more elevators; or the ground floor dwelling units of a building which consists of four (4) or more dwelling units and does not have an elevator.

(v) Compliance with the appropriate requirements of the American National Standards Institute for buildings and facilities providing accessibility and usability for physically handicapped persons, commonly cited as "ANSI A117.1 (1986)" suffices to satisfy the requirements of this Subsection (c).

Public areas shall also comply with the standards set forth in the Americans with Disabilities Act Accessibility Guidelines.

(d) Nothing in this subsection requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(3) Parking accessibility for disabled.

(a) If parking is provided at the dwelling site then designated accessible parking at the dwelling unit or parking most convenient to the entrance served, shall be provided on request of residents with disabilities on the same terms and with the full range of choices (for example surface parking or garage) that are provided for other residents of the dwelling site. Accessible parking on a route accessible to wheelchairs shall be in a number at least equal to one (1) and not less than two (2) percent of the total number of covered dwelling units. Accessible visitor parking shall be provided sufficient to provide access to grade level entrances of covered multifamily dwellings and accessible parking at facilities (for example, swimming pools) that serve accessible buildings shall also be provided.

(b) To meet the requirements of this chapter, those accessible resident spaces required in new construction must meet the width requirements specified for accessible spaces under Section 316.1955, Florida Statutes, as amended, or its successor and be adjacent to a five-foot access aisle on the same level. The slope of the spaces, and the portion of the access aisles adjacent to the spaces, shall not exceed two (2) percent in any direction. It shall not be required that the spaces be outlined in blue nor is it required to have a sign stating "parking by disabled permit only," unless such signs and striping are necessary to effectively reserve those spaces for the individuals to whom they are assigned. The spaces may be temporarily assigned to persons who do not have disabilities. A written policy must be provided to all residents who purchase or rent dwelling units stating that those spaces will be assigned or reassigned as a reasonable accommodation to residents with disabilities on the basis of need.

(c) When the space is assigned to a resident with a disability the space must be marked in a manner that will effectively reserve that space for the individual to whom it is assigned. Where visitor or guest parking is provided at a residential building, parking for persons with disabilities shall be provided in the same numbers and with the same configuration and specifications as required in Section 316.1955, Florida Statutes, with the following exceptions. Where all of the spaces provided for visitors provide relatively equal convenience to the building served, are level, meet the width requirements specified for accessible spaces under Section 316.1955, Florida Statutes, are on an accessible route to the building, and have an adjacent access aisle at least five (5) feet wide on the same level, then no visitor spaces need to be marked or signed or otherwise reserved for visitors with disabilities.
(Ord. No. 97-17, § 1, 2-25-97; Ord. No. 98-170, § 1, 12-1-98; Ord. No. 06-179, § 10, 12-5-06; Ord. No. 09-53, § 11, 6-30-09; Ord. No. 14-118, § 2, 12-2-14; Ord. No. 14-113, § 3, 11-5-14)
Expanding Choice: Practical Strategies for Building a Successful Housing Mobility Program

APPENDIX B: State, Local, and Federal Laws Barring Source-of-Income Discrimination

Updated September 14, 2018

Set out below is a compilation of state, local, and federal statutes prohibiting discrimination in the housing market based on source of income. Please use the hyperlinks on this page to navigate through the document. This compilation updates research originally compiled by PRRAC in 2009 and also drawing on earlier documents prepared by the National Housing Law Project and the Center for Policy Alternatives. The list was updated for the Fourth National Housing Mobility Conference in 2012 and was published as an appendix to the PRRAC-Urban Institute housing mobility toolkit that followed the conference, Expanding Choice: Practical Strategies for Building a Successful Housing Mobility Program (February 2013). This guide has been updated most recently by Peter Kye, Law & Policy Associate at PRRAC, and David Pringle, a Law & Policy Intern. We are grateful for the contributions and corrections of our former staff contributors, and many of our legal services colleagues in the Housing Justice Network (see our full list of acknowledgements here). If you discover any errors in this document or have additional materials to add (new ordinances, case law developments, law review articles, etc.), please contact Phil Tegeler (ptegeler@prrac.org).

I. STATE STATUTES

A. California (does not cover housing vouchers)
B. Connecticut
C. Delaware
D. District of Columbia
E. Maine
F. Massachusetts
G. Minnesota (weakened by court interpretation)
H. New Jersey
I. North Dakota
J. Oklahoma
K. Oregon
L. Utah
M. Vermont
N. Washington
O. Wisconsin (does not cover housing vouchers)
II. LOCAL ORDINANCES

A. Cities/Counties in California
   1. Berkeley
   2. Corte Madera
   3. East Palo Alto
   4. Los Angeles
   5. Marin County
   6. San Francisco
   7. Santa Clara County
   8. Santa Monica
   9. Woodland
   10. San Diego

B. Wilmington, DE

C. Cities in Colorado
   1. Denver

D. Counties in Florida
   1. Broward County
   2. Miami-Dade County

E. Counties/Cities in Illinois
   1. Chicago
   2. Cook County
   3. Harwood Heights
   4. Naperville
   5. Urbana
   6. Wheeling

F. Cities in Iowa
   1. Iowa City
   2. Marion

G. Counties/Cities in Maryland
   1. Annapolis
   2. Baltimore
   3. Frederick
   4. Frederick County
   5. Howard County
   6. Montgomery County

H. Cities in Massachusetts
   1. Boston
   2. Cambridge
   3. Quincy
   4. Revere

I. Cities in Michigan
1. **Ann Arbor**
2. **East Lansing**
3. **Grand Rapids**
4. **Lansing**
5. **Jackson**

J. **Minneapolis, Minnesota**

K. **Saint Louis, Missouri**

L. **Counties/Cities in New York**
   1. **Buffalo**
   2. **Hamburg**
   3. **Erie County**
   4. **Nassau County**
   5. **New York City**
   6. **Suffolk County**
   7. **Syracuse**
   8. **Westchester**
   9. **West Seneca**

M. **Cities in Ohio**
   1. **Linndale**
   2. **South Euclid**
   3. **University Heights**
   4. **Warrensville Heights**
   5. **Wickliffe**

N. **Cities in Pennsylvania**
   1. **Borough of State College**
   2. **Philadelphia**
   3. **Pittsburgh**

O. **Memphis, Tennessee**

P. **Cities in Texas**
   1. **Austin**
   2. **Dallas**

Q. **Counties/Cities in Washington**
   1. **Bellevue**
   2. **King County**
   3. **Kirkland**
   4. **Olympia**
   5. **Redmond**
   6. **Renton**
   7. **Seattle**
   8. **Spokane**
   9. **Tumwater**
   10. **Vancouver**

R. **Cities in Wisconsin**
III. STATE AND LOCAL INCENTIVES TO PROMOTE ACCEPTANCE OF HOUSING CHOICE VOUCHERS

A. Illinois  
B. Oregon  
C. Virginia  
D. Washington

IV. PROPOSED LEGISLATION (and ABA RESOLUTION)

A. Colorado  
B. Hawaii  
C. Maryland  
D. New York  
E. Rhode Island  
F. Virginia  
G. King County, WA  
H. ABA Resolution

V. FEDERAL LAWS

A. HOME Program  
B. Low-Income Housing Tax Credit Program  
C. Mark to Market  
D. Multifamily Units Purchased from HUD  
E. HUD Regulations and Notices  
F. Neighborhood Stabilization Act of 2008  
G. Capital Magnet Fund  
H. Preemption

VI. ADDITIONAL RESOURCES

Law Review Articles on Source-of-Income Discrimination  
Recent Studies of Source-of-Income Discrimination
STATE LAWS

California

The California source of income discrimination law does not protect Section 8 voucher tenants. See SABI v. Sterling, 183 Cal.App.4th 916 (2010). However, in February 2016, Senator Leno introduced a state bill (SB 1053) which would prohibit discrimination against voucher holders.

In California Government Code Section 12955(p)(1): "Source of income' is defined as 'lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant. For purposes of this section, a landlord is not considered a representative of a tenant." California's Fair Employment and Housing Department has held, therefore, that landlords are not required to accept Section 8 housing choice vouchers under the "source of income" discrimination prohibitions. Moreover, even if a landlord accepts a section 8 voucher, a tenant must meet other requirements for tenancy and have the financial resources to pay any rental amounts not covered by a voucher.

The state law is augmented by ordinances in several California cities, including Los Angeles (suspended by court ruling), Santa Monica, San Francisco (court challenge pending), East Palo Alto, Berkeley, Marin County, Santa Clara County, Corte Madera, and Woodland, which do explicitly bar voucher discrimination. See discussion of local ordinances below.

Date Enacted

Source of income discrimination was added to §12955 in January 2000 and further amended in 2005.


Relevant Case Law:

Morrison v. Vineyard Creek, 193 Cal. App. 4th 1254, 123 Cal. Rptr. 3d 414 (2011): Landlord did not harass or discriminate against tenant, based on her source of income, when it advised tenant of its good faith belief that tenant could not operate day care in apartment premises, as required for tenant to be entitled to attorney's fees under the California Fair Employment and Housing Act; objection was based on lease's express limitation of the use of the apartment to private residential purposes; landlord's prohibition was against all nonresidential uses, not just family day care homes, and landlord was aware at time of rental that tenant's primary source of income was from her work as a nanny.

Sabi v. Sterling, (2010) 183 C.A.4th 916, 933, 939, 107 C.R.3d 805. Government assistance payments paid to a landlord under the program known as “Section 8” are not part of a tenant's income for purposes of Govt.C. 12955, and a landlord's refusal to participate in the program does not constitute source of income discrimination.
Sisemore v. Master Financial, Inc., 60 Cal. Rptr. 3d 719, 724 (Cal. Ct. App. 2007) (finding that despite the language of subsection (p)(1), protection against discrimination on the basis of source of income is not limited to landlords and tenants and may be applied to borrowers and lenders).

**Operative Language:**

Cal. Gov’t Code § 12955; effective January 1, 2005 (Section of the Fair Employment and Housing Act):

"For the purposes of this section, ‘source of income’ means lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant. For the purposes of this section, a landlord is not considered a representative of a tenant."

**Rules Pertaining to Source of Income**

Source of income discrimination applies to landlords; real estate brokers, home sellers, mortgage companies, and banks may not refuse to deal with you because of the source of your income. They also cannot charge a higher deposit or treat you differently because of your source of income.

A landlord cannot advertise or state a preference for certain sources of income. However, a landlord can have a minimum income requirement, such as two or three times the rent.

A landlord can require each person in the household to meet the minimum income requirement separately only if he or she would make a husband and wife who applied each meet the income requirement separately. Otherwise, the landlord must consider all household members’ incomes combined to determine whether the household as a whole meets the minimum income requirement.

If the applicant receives a governmental rent subsidy, such as Section 8 or Shelter Plus Care, landlords can only use a minimum income requirement that relates to the tenant’s portion of the rent. For example, suppose a landlord requires that a tenant’s income must be three times the rent of $900. If an applicant has a Section 8 voucher with a tenant-portion of the rent being only $200 (because of her income), then the landlord can only require her income to be $600 (three times her portion of the rent), not $2700 (three times the total rent).

A landlord can ask what an applicant’s source of income is as long as he/she do not discriminate based on that information.

The fair housing protections for source of income apply to all housing EXCEPT a home in which the landlord lives and rents out only one room.

**Enforcement Process**

The Fair Employment and Housing Act may be enforced under § 12980 by filing a complaint with the California Department of Fair Employment and Housing (DFEH). One can also file a civil action in an appropriate court. The DFEH can be contacted
If the department indicates that it will not issue a notice of the complaint, the complainant has the right to bring a civil action against the person named in the verified complaint. (§ 12980(h)). A filing with the department for a discrimination claim does not bar an individual from seeking redress in the courts, but once an individual files a civil action, the department shall terminate its proceedings. A civil action must be brought within 2 years after the “occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into, whichever occurs last.” § 12989.1.

Connecticut

Connecticut’s source of income discrimination statute, Connecticut General Statutes, section 46a-64c, was passed in 1989. The law prohibits discrimination against all lawful forms of income, including state and federal housing vouchers, federal welfare or disability assistance, etc. The statute has been challenged twice in court; in both cases, the Connecticut Supreme Court upheld the law. See Commission on Human Rights & Opportunities v. Sullivan Associates, 739 A.2d 238 (Conn. 1999); Commission on Human Rights & Opportunities v. Sullivan, 939 A.2d 541 (Conn. 2008).

In Connecticut, each of the following programs are considered a lawful source of income: Section 8 housing voucher; state housing assistance, such as the Rental Assistance Program (RAP) and Transitionary Rental Assistance Program (T-RAP); and using the Security Deposit Guarantee Program in lieu of paying cash for a security deposit.

**Date Enacted**

Connecticut’s source of income discrimination statute was enacted in 1989.

**Relevant Case Law**

*Commission on Human Rights & Opportunities v. Sullivan Associates*, 739 A.2d 238 (Conn. 1999) (*Sullivan I*) (upholding the statute and finding that landlords may only consider the Section 8 recipient’s personal rent obligation and other reasonable obligations associated with the rental when assessing sufficiency of income).

*Commission on Human Rights & Opportunities ex rel. Palmer v. Burkamp*, CVH7749, 2012 WL 2850985 (Conn. Super. May 21, 2012) (Housing assistance which is public or state administered is a lawful source of income.)

*Francia v. Mount Vernon Fire Ins. Co.*, CV084032039S, 2012 WL 1088544 (Conn. Super. Ct. Mar. 6, 2012). Denying motion to strike complaint by landlord against insurance company and insurance broker for refusing to provide general liability insurance on his multi-family property because more than 20% of his tenants paid with HCV.
Commission on Human Rights & Opportunities Ex Rel. Arnold v. Forvil, 302 Conn. 263, 274 (Conn. 2011) (Security Deposit Guarantee issued by the State is a lawful source of income under statute).


**Operative Language**

“‘Lawful source of income’ means income derived from Social Security, supplemental security income, housing assistance, child support, alimony or public or state-administered general assistance.”

**Enforcement Process**

The Connecticut source of income law can be enforced either through the state Commission on Human Rights and Opportunities or in state court. Complaints may be filed with the Commission’s Fair Housing Unit at (860) 541-3403 or (800) 477-5737 ext. 3403. See also: http://www.ct.gov/chro/cwp/view.asp?a=2524&Q=316274

The Commission’s responsibilities include issuing a complaint of its own volition if discrimination is suspected; investigating and mediating discriminatory practice complaints; and holding hearings relating to any matter under investigation. A private cause of action remains after the Commission’s release, which can be filed in the superior court for the judicial district in which the discriminatory practice is alleged to have occurred. Any action involving state agency or official may be brought in the superior court for the judicial district of Hartford.

A private cause of action may be brought in certain circumstances, but must be brought within one year of the alleged discriminatory practice or of a breach of a conciliation agreement entered into pursuant to this chapter.

**Attorney’s Fees**

The Commission can award attorney fees, or seek them in court on the complainant’s behalf. See, Commission on Human Rights and Opportunities v. Sullivan 939 A.2d 541 (Conn. 2008) (finding that a landlord challenging prospective tenant's claim for attorney fees had the right to call the tenant's attorney as a witness in order to question her regarding her affidavit and billing records and test reasonableness of fees); see also, Commission on Human Rights and Opportunities v. Litchfield Housing Authority, 978 A.2d 136 (Conn. 2009). (seeking an award of costs and reasonable attorney's fees)

**Organizations Helping Victims of Discrimination**

Victims of source of income discrimination can contact the Connecticut Fair Housing Center at (888) 247-4401.
The Delaware Fair Housing Act (Section 4601, Title 6 of the Delaware Code) prohibits discrimination on the basis of source of income.

**Date Enacted**

Source of Income discrimination was added to the Delaware Fair Housing Act on August 3, 2016.

**Relevant Case Law**

N/A

**Operative Language**

4601. Declaration of purpose and construction.

“This chapter is intended to eliminate, as to housing offered to the public for sale, rent or exchange, discrimination based upon race, color, national origin, religion, creed, sex, marital status, familial status, source of income, age, sexual orientation or disability, and to provide an administrative procedure through which disputes concerning the same may effectively and expeditiously be resolved with fairness and due process for all parties concerned.”

4602. Definitions.
(25) “Source of income means any lawful source of money paid directly, indirectly, or on behalf of a renter or buyer of housing including:

a. Income derived from any lawful profession or occupation;
b. Income or rental payments derived from any government or private assistance, grant, or loan program.”

4607. Exemptions in certain situations.
(h) “The prohibitions in this chapter against discrimination based on source of income shall not limit the ability of any person to consider the sufficiency or sustainability of income, or the credit rating of a renter or buyer, so long as sufficiency or sustainability of income, and the credit requirements, are applied in a commercially reasonable manner and without regard to source of income.

(i) The prohibitions in this chapter against discrimination based on source of income shall not limit the ability of any housing authority or related agency having oversight over the provision of housing assistance from prohibiting such authority's employees or agents from renting housing to persons who receive such assistance, where such prohibition is intended to prevent conflicts of interest or the appearance of impropriety, nor shall this chapter prohibit such agents and employees from complying with any such prohibition on renting housing to persons receiving such assistance.

(j) A landlord is not required to participate in any government sponsored rental assistance program, voucher, or certificate system. A landlord's non-participation in any government sponsored rental assistance program, voucher, or certificate system may not serve as the basis for any administrative or judicial proceeding under this chapter.
(k) The prohibitions in this chapter against discrimination based on source of income shall not limit the ability of a landlord participating in any government sponsored rental assistance program, voucher, or certificate system from reserving rental units for tenants who qualify for such governmental program.”

§5116, Title 25. Fair housing provisions.
(e) “A landlord not be required to participate in any government sponsored rental assistance program, voucher, or certificate system. A landlord's non-participation in any government sponsored rental assistance program, voucher, or certificate system may not serve as the basis for any administrative or judicial proceeding under this chapter.
(f) The prohibitions in this section against discrimination based on source of income shall not limit the ability of a landlord participating in any government sponsored rental assistance program, voucher, or certificate system from reserving rental units for tenants who qualify for such governmental program.
(g) The prohibitions in this chapter against discrimination based on source of income shall not limit the ability of any landlord or prospective landlord to consider the sufficiency or sustainability of income of, or the credit rating of, a tenant or prospective tenant, so long as sufficiency or sustainability of income, and the credit requirements, are applied in a commercially reasonable manner and without regard to source of income.”

**Enforcement Process**

Title 6. § 4612 Enforcement by Commission.
(g) Hearings; findings and conclusions; orders. —
(3) “If the Administrative Hearing Officer or Panel finds that a respondent has engaged or is about to engage in a discriminatory housing practice, such Administrative Hearing Officer or Panel shall promptly issue an order for such relief as may be appropriate, which may include actual damages suffered by the aggrieved person, costs, expenses, attorney's fees and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent to be paid to the Special Administration Fund:
a. In an amount not exceeding $10,000 for each discriminatory practice if the respondent has not been adjudged to have committed any prior discriminatory housing practice;
b. In an amount not exceeding $25,000 for each discriminatory practice if the respondent has been adjudged to have committed 1 other discriminatory housing practice during the 5-year period ending on the date of the filing of this charge; and
c. In an amount not exceeding $50,000 for each discriminatory practice if the respondent has been adjudged to have committed 2 or more discriminatory housing practices during the 7-year period ending on the date of the issuing of this charge; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties set forth in paragraphs (g)(3)b. and c. of this section may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.”

**Attorney’s Fees**
Yes
**Organizations Helping Victims of Discrimination**

- Delaware Division of Human Relations
  

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**District of Columbia**

The D.C. Human Rights Act of 1977 (D.C. Code Ann. § 2-1402.21) prohibits discrimination on the basis of income or its derivation, including Section 8 voucher assistance.

**Date Enacted**

Source of Income discrimination was added to the D.C. Human Rights Act (DCHRA) on February 9, 2005.

**Relevant Case Law**

*Bourbeau v. Jonathan Woodner Co.*, 549 F. Supp. 2d 78 (D. D.C. 2008) (holding that the DCHRA, prohibiting source of income housing discrimination against federally funded rental assistance voucher holders, did not alter, amend, or conflict with federal statute establishing Housing Choice Voucher Program (HCVP), permitting landlords to accept as many or as few voucher holders as they chose, as required for preemption of DCHRA, under the Supremacy Clause, since preemption would affect District's power to regulate matter of local concern, and DCHRA's nondiscrimination requirement neither compelled nor permitted parties to violate any provision of HCVP and advanced HCVP's objective of aiding low-income families in obtaining decent place to live).

*Feemster v. BSA Limited Partnership*, 471 F. Supp. 2d 87 (D.D.C. 2007) (mem.) (stating that DCHRA requires a showing that a landlord’s refusal to accept vouchers is based on discrimination rather than the desire to ready the property for sale).

**Operative Language**

**D.C. Code Ann. § 2-1401.02:** Definition of Source of Income:

“‘Source of income’ means the point, the cause, or the form of the origination, or transmittal of gains of property accruing to a person in a stated period of time; including, but not limited to, money and property secured from any occupation, profession or activity, from any contract, agreement or settlement, from federal payments, court-ordered payments, from payments received as gifts, bequests, annuities, life insurance policies and compensation for illness or injury, except in a case where conflict of interest may exist.”

D.C. Code Ann. § 2-1402.21(e): “The monetary assistance provided to an owner of a housing accommodation under Section 8 of the United States Housing Act of 1937, approved August 22, 1974 (88 Stat. 662; 42 U.S.C. § 1437f), either directly or through a tenant, shall be considered a source of income under this section.”
D.C. Code Ann. § 42-2851.06(c): “The owner of a housing accommodation shall not refuse to rent a dwelling unit to a person because the person will provide his or her rental payment, in whole or in part, through a Section 8 voucher.”

**Enforcement Process**

The D.C. source of income law can be enforced either through the Commission on Human Rights or in the D.C. courts. The DCOHR may be contacted at (202) 727-4559. For more information on fair housing, go to [http://www.ohr.washingtondc.gov/ohr/cwp/view,a,3,q,627574,ohrNav,%7C30953%7C.asp](http://www.ohr.washingtondc.gov/ohr/cwp/view,a,3,q,627574,ohrNav,%7C30953%7C.asp) or see [http://ohr.dc.gov/complaint](http://ohr.dc.gov/complaint) for more information about how to file a complaint.

The commission can hear and decide cases of unlawful discrimination. Additionally, a private cause of action can be filed as provided in Sec. 2-1403.16 for anyone claiming to be aggrieved by an unlawful discriminatory practice.

**Attorney’s Fees**

The District of Columbia Human Rights Act does not require courts to award reasonable attorney’s fees to prevailing parties, but rather, confirms court's discretionary authority over attorney’s fee applications. See, D.C.Code 1981, §§ 1-2501 et seq., 1-2553, 1-2553(a)(1), 1-2556, 1-2556(b); see also, Thompson v. International Ass'n of Machinists and Aerospace Workers, 664 F. Supp. 578 (1987) (holding that the goal of awarding attorney’s fees in civil rights cases is to attract competent counsel for these cases, but not to provide them with windfalls).

**Organizations Helping Victims of Discrimination**

- Equal Rights Center
  [http://www.equalrightscenter.org/site/PageServer?pagename=issues_housing](http://www.equalrightscenter.org/site/PageServer?pagename=issues_housing)
- Washington Lawyers Committee for Civil Rights & Urban Affairs (established in 1968) with pro bono assistance from private law firms.

**Maine**

The Maine Human Rights Act protects recipients of both state and federal housing assistance from discrimination on the basis of their status as a recipient. ME. REV. STAT. ANN. tit. 5, § 4582.

**Date Enacted**

In 1975 the Maine Human Rights Act was amended to include a provision prohibiting the refusal to rent or the imposition of different tenancy terms to individuals receiving public assistance. The law was further amended in 1985, making the provisions applicable to any person furnishing public accommodations, and made discrimination unlawful where refusal to rent or imposition of different tenancy terms is done primarily because an individual is receiving public assistance.
**Operative Language**

ME. REV. STAT. ANN. tit. 5, § 4581-A:

“It is unlawful housing discrimination, in violation of this Act:

For any person furnishing rental premises or public accommodations to refuse to rent or impose different terms of tenancy to any individual who is a recipient of federal, state or local public assistance, including medical assistance and housing subsidies primarily because of the individual's status as recipient.”

**Enforcement Process**

The Maine Human Rights Act may be enforced by filing a charge with the Maine Human Rights Commission. The Commission must issue a right-to-sue letter before a civil complaint may be filed in state court.

The Commission can investigate all conditions and practices that allegedly "detract from the enjoyment, by each inhabitant of the State, of full human rights and personal dignity," including investigating all forms of discrimination, whether carried out legally or illegally, and whether by public agencies or private persons." (ME. REV. STAT. ANN. tit. 5, § 4566).

The Commission may hold hearings on any case being investigated and may also file an action in the superior court.

**Attorney’s Fees**

Attorney’s fees are covered under § 4614. Attorneys’ fees and costs may be awarded in the court’s discretion to the prevailing party, other than the commission, under ME. REV. STAT. ANN. tit. 5, § 4614.

Housing applicant was “prevailing party” in his action alleging that federally subsidized housing project owner's use of application that inquired into nature of person's disability was illegal, and thus, applicant was entitled to attorney’s fee award under Maine Human Rights Act. *Robards v. Cotton Mill Associates*, 713 A.2d 952 (Me. 1998).

**Organizations Helping Victims of Discrimination**

**Advocacy Groups and Legal Resources**

| Maine Volunteer Lawyers Project | Maine Equal Justice Project | Disability Rights Center
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<td>Tel: 1-800-442-4293</td>
<td>Tel: 207-626-7058 or 866-626-7059</td>
<td>Statewide Hotline: 800-452-1948</td>
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Massachusetts

Massachusetts source of income discrimination law, MASS. GEN. LAWS ANN. ch. 151B, § 4, prohibits discrimination against individuals or families receiving public assistance or rental subsidies, or because of any of the requirements of these programs.

Date Enacted

Source of income was originally included in subsection 10 of the Massachusetts law on Aug. 31, 1971. The law was later amended in 1989 to clarify language in order to overcome a damaging State Supreme Court interpretation (Attorney Gen. v. Brown)

Relevant Case Law

DiLiddo v Oxford Street Realty, Inc., 876 N.E.2d 421 (Mass. 2007) (holding that the terms of the voucher program lease are requirements that cannot be rejected by landlords or their agents, and that agents can be held liable for discrimination).

Attorney Gen. v. Brown, 511 N.E.2d 1103 (Mass. 1987) (finding that because a landlord did not discriminate against a Section 8 voucher holder “solely” on the basis of the tenant’s status as a participant in the program, that the landlord’s actions were lawful. The legislature subsequently removed “solely” and added new language that made it unlawful for a landlord to discriminate either because the person is a housing subsidy recipient or because of any requirements of the program.).

Operative Language

Mass. Gen. Laws Ann. ch. 151B § 4:
“It shall be an unlawful practice: . . . For any person furnishing credit, services or rental accommodations to discriminate against any individual who is a recipient of federal, state, or local public assistance, including medical assistance, or who is a tenant receiving federal, state, or local housing subsidies, including rental assistance or rental supplements, because the individual is such a recipient, or because of any requirement of such public assistance, rental assistance, or housing subsidy program.”

Enforcement

Massachusetts source of income discrimination law can be enforced through the Human Rights Commission or the Massachusetts Commission against Discrimination. A plaintiff can file a complaint with the Commission against Discrimination. If the Commission finds probable cause, then it can commence a suit against the offender. If the offender so chooses, this suit may be resolved in the Superior Court. Additionally, the injured party can substitute herself in this suit so as to seek damages against the landlord. Mass. Gen. Laws Ann. ch. 151B § 3(1-7).

Attorney’s Fees

Mass. Gen. Laws Ann. ch. 151B § 9 requires that a prevailing petitioner be awarded reasonable attorney’s fees and costs “unless special circumstances would render such an
award unjust.” See also, *Bandera v. City of Quincy*, 220 F. Supp. 2d 26 (D. Mass. 2002). (holding that mediation fees were includable as part of the reasonable attorney fees and costs allowed by court under Massachusetts civil rights statute).

**Organizations Helping Victims of Discrimination**

- **Massachusetts Commission Against Discrimination** (www.state.ma.us/mcad/)
  - Boston Office: (617) 994-6000
  - Springfield Office: (413) 739-2145
  - Worcester Office: (508) 799-8010
  - New Bedford Office: (508) 990-2390

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**Minnesota**

Minnesota’s source of income ("public assistance") law was enacted in 1990. It was later undermined by judicial interpretation in 2010 (*Edwards v. Hopkins Plaza Ltd. Partnership*)

**Date Enacted**

Minnesota’s source of income ("public assistance") law was enacted in 1990.

**Relevant Case Law**

*Edwards v. Hopkins Plaza Ltd. Partnership*, 783 N.W.2d 171 (Minn. App., 2010) held that participation in Section 8 programs was voluntary and thus it is not “unlawful for property owners to either refuse to rent, or refuse to continue renting, to tenant-based Section 8 recipients based on a legitimate business decision not to participate in Section 8 programs.”

**Operative Language**

MINN. STAT. ANN. § 363A.09:  
“‘Status with regard to public assistance’ means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.”

**Enforcement:**

In Minnesota, unfair discriminatory practice must be brought as a civil action pursuant to section 363A.33, subdivision 1, filed in a charge with the Department of Human Rights Commission pursuant to section 363A.07, subdivision 3. One may also file a private cause of action as granted in Sec. 363A.28.

- The department can issue complaints, receive and investigate charges alleging unfair discrimination, determine whether probable cause exists for a hearing, subpoena witnesses, take testimony, require production of materials for examination, attempt to eliminate unfair discriminatory practice (Sec. 363A.06).
• There is a private cause of action granted in Sec. 363A.28. Any person can either bring a civil action or file a verified charge with the commissioner.

Attorney’s Fees

Minn. Stat. Ann. § 363A.33 governs allocation of attorney’s fees and allows for an award of reasonable attorney’s fees to the prevailing party at the court’s discretion.

New Jersey

New Jersey law makes it illegal for a landlord to refuse to rent to a person because the person has a Section 8 voucher or another type of housing assistance. N.J. STAT. ANN. § 10:5-12(g). This applies to tenants who obtain Section 8 assistance while already tenants in a house or apartment and to tenants who are seeking to rent from a landlord for the first time. A landlord cannot refuse to accept rental assistance from a tenant and then turn around and sue to evict that tenant for nonpayment of rent. See Franklin Tower One, L.L.C. v. N.M., 157 N.J. 602 (1999).

Date Enacted

The New Jersey Law Against Discrimination: N.J. STAT. ANN. §10:5-12 was amended in 2002 to include source of income discrimination.

Relevant Case Law


The leading case on section 8 voucher law, Pasquince v. Brighton Arms Apartments, 378 N.J. Super. 588 (App. Div. 2005), has not set positive precedent in the state, but is very fact specific. In Pasquince, the court held that a person with a Section 8 voucher could be denied an apartment if he/she had a poor credit history, even though the poor credit was a result of disability.

Franklin Tower One v. N.M., 157 N.J. 602 (1999) (upholding the statute stating that Section 8 vouchers are covered by source of income protection because the statute prohibits discrimination not only against source of income but also against the source of a lawful rent payment).

T.K. v. Landmark West, 802 A.2d 527, (N.J. Super. App., 2002) (finding that trial court did not violate statute and substitute its standards for landlord's business judgment in determining tenant's creditworthiness when it found that tenant's disputed credit problems were used by
landlord as a pretext; though statute did not limit landlords from refusing to rent based on creditworthiness, it was up to trial court to make assessment of credibility).

**Operative Language**


“All persons shall have the opportunity to obtain employment, and to obtain all the accommodations, advantages, facilities, and privileges of any place of public accommodation, publicly assisted housing accommodation, and other real property without discrimination because of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex or source of lawful income used for rental or mortgage payments, subject only to conditions and limitations applicable alike to all persons. This opportunity is recognized as and declared to be a civil right.”

**Enforcement**

Housing discrimination claims in New Jersey can be handled either administratively, through the New Jersey Division of Civil Rights, or via civil action.

**Attorney’s Fees**

N.J. STAT. ANN. 10:5-27.1 governs attorney’s fees and allows the prevailing party to be awarded “reasonable attorney’s fees” but also includes a bad faith exception.

**Organizations Helping Victims of Discrimination**

Low-income New Jerseyans can get free legal help by calling toll-free hotline at 1-888-LSNJ-LAW (1-888-576-5529), Monday through Friday, 8:00 a.m. to 5:30 p.m. Outside of New Jersey; they can call 732-572-9100 and ask to be transferred to the hotline.

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**North Dakota**

The North Dakota Code Chapter 14-02.4 and 14-02.5, the Human Rights laws and Housing Discrimination code, govern source of income discrimination (“status with regard to public assistance”). Source of income discrimination is specifically prohibited under N.D. CENT. CODE § 14-02.5-07, passed in 1999. It became the policy of North Dakota not to discriminate based on source of income in 1983 under N.D. CENT. CODE § 14-02.4-01.

**Date Enacted**

N.D. CENT. CODE, § 14-02.4-01 was passed in 1983
N.D. CENT. CODE § 14-02.5-07 was passed in 1999.
Operative Language:

N.D. CENT. CODE § 14-02.4-02:

“‘Status with regard to public assistance’ means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.”

Enforcement

North Dakota’s source of income discrimination can be enforced through filing a complaint with the Human Rights Division within the Department of Labor, or by filing a private right of action. If the department determines that there is probable cause but cannot resolve the complaint through negotiations or conciliation, the department will provide for an administrative hearing.

Attorney’s Fees

§ 14-02.5-44 governs the allocation of attorney’s fees and provides for the allocation of “reasonable attorney’s fees” to the prevailing party.

Oklahoma

Oklahoma’s source of income discrimination statute, OKLA. ST. tit. 25, § 1452 was added by Laws 1985, c. 289, § 2 and amended by Laws 1991, c. 177, § 3.

Date Enacted

Oklahoma’s source of income discrimination law was added in 1985 and amended in 1991.

Operative Language

OKLA. ST. tit. 25, § 1452:
“A. It shall be an unlawful discriminatory housing practice for any person, or any agent or employee of such person:
. . . 8. To refuse to consider as a valid source of income any public assistance, alimony, or child support, awarded by a court, when that source can be verified as to its amount, length of time received, regularity, or receipt because of race, color, religion, gender, national origin, age, familial status, or handicap….”

Enforcement

Oklahoma’s source of income discrimination law may be enforced by filing a complaint with the Human Rights Commission or by filing a private cause of action suit within the required statutory period.
**Attorney’s Fees**

Attorney’s fees are governed by OKLA. ST. tit. 25, §1506.8, which provides for “reasonable attorney’s fees” to the prevailing party.

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**Oregon**

Oregon’s law prohibiting unlawful discrimination in employment public accommodations and real property transactions, OR. REV. STAT. § 659A.421, was passed in 1995.

The Housing Choice Act of 2013 was passed in 2013 (HB 2639). It went into effect on July 1, 2014 (Oregon Laws Chapter 740).

- Amends ORS 659A.421(1)(d) to include federal rent subsidy payments under 42 U.S.C 1437f, and any other local, state, or federal housing assistance, in the definition of the term “source of income.”

**Date Enacted**

1995; 2013

**Operative Language**

OR. REV. STAT. § 659A.421:

“Source of income” includes federal rent subsidy payments under 42 U.S.C. 1437f and any other local, state or federal housing assistance.”

“(2) A person may not, because of the race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income of any person:

(a) Refuse to sell, lease or rent any real property to a purchaser. This paragraph does not prevent a person from refusing to lease or rent real property to a prospective renter or prospective lessee:

(A) Based upon the past conduct of a prospective renter or prospective lessee provided the refusal to lease or rent based on past conduct is consistent with local, state and federal law, including but not limited to fair housing laws; or

(B) Based upon the prospective renter’s or prospective lessee’s inability to pay rent, taking into account the value of the prospective renter’s or prospective lessee’s local, state and federal housing assistance, provided the refusal to lease or rent based on inability to pay rent is consistent with local, state and federal law, including but not limited to fair housing laws.

(b) Expel a purchaser from any real property

(c) Make any distinction, discrimination or restriction against a purchaser in the price, terms, conditions or privileges relating to the sale, rental, lease or occupancy of real property or in the furnishing of any facilities or services in connection therewith.

(d) Attempt to discourage the sale, rental or lease of any real property to a purchaser.
(e) Publish, circulate, issue or display, or cause to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the sale, rental or leasing of real property that indicates any preference, limitation, specification or unlawful discrimination based on race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income.

(f) Assist, induce, incite or coerce another person to commit an act or engage in a practice that violates this section.

(g) Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of the person having exercised or enjoyed or having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this section.

(h) Deny access to, or membership or participation in, any multiple listing service, real estate brokers’ organization or other service, organization or facility relating to the business of selling or renting dwellings, or discriminate against any person in the terms or conditions of the access, membership or participation.

(i) Represent to a person that a dwelling is not available for inspection, sale or rental when the dwelling in fact is available for inspection, sale or rental.

(j) Otherwise make unavailable or deny a dwelling to a person.

(3)(a) A person whose business includes engaging in residential real estate related transactions may not discriminate against any person in making a transaction available, or in the terms or conditions of the transaction, because of race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income.

(b) As used in this subsection, “residential real estate related transaction” means any of the following:

(A) The making or purchasing of loans or providing other financial assistance:

   (i) For purchasing, constructing, improving, repairing or maintaining a dwelling; or

   (ii) Secured by residential real estate; or

(B) The selling, brokering or appraising of residential real property.

(4) A real estate licensee may not accept or retain a listing of real property for sale, lease or rental with an understanding that a purchaser may be discriminated against with respect to the sale, rental or lease thereof because of race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income.

(5) A person may not, for profit, induce or attempt to induce any other person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, sexual orientation, national origin, marital status, familial status or source of income.”

**Enforcement**

Enforcement is governed by OR. REV. STAT. § 659A.825. The statute may be enforced by filing a complaint with the Bureau of Labor and Industries or by filing a private cause of action in circuit court. A complaint may similarly be filed by the Attorney General.

**Attorney’s Fees**

The allocation of attorney’s fees is governed by OR. REV. STAT. § 659A.885. Reasonable
attorney’s fees are allowable at the court’s discretion subject to certain exceptions. In a housing discrimination case, the court “shall award reasonable attorney fees to the commissioner if the commissioner prevails in the action.” OR. REV. STAT. § 659A.885(8). The aggrieved party can also sue and recover compensatory damages or $200, whichever is greater, punitive damages and attorney fees. See ORS 649A.885 (1) and (3).

### Utah

Utah’s Fair Housing Act, UTAH CODE ANN. § 57-21-5, was passed in 1989 and amended to add source of income discrimination in 1993. In 2016, Utah introduced a bill which would explicitly exclude vouchers from their definition of source of income. After pressure from advocates, the state senate decided not to move forward with the bill.

**Date Enacted**

UTAH CODE ANN. § 57-21-5 was amended to add source of income discrimination in 1993.

**Operative Language:**

UTAH CODE ANN. § 57-21-5:

“(1) It is a discriminatory housing practice to do any of the following because of a person's race, color, religion, sex, national origin, familial status, source of income, or disability:

(a) refuse to sell or rent after the making of a bona fide offer, refuse to negotiate for the sale or rental, or otherwise deny or make unavailable any dwelling from any person;
(b) discriminate against any person in the terms, conditions, or privileges of the sale or rental of any dwelling or in providing facilities or services in connection with the dwelling; or
(c) represent to any person that any dwelling is not available for inspection, sale, or rental when in fact the dwelling is available.”

**Enforcement:**

Utah’s source of income discrimination laws may be enforced pursuant to UTAH CODE ANN. § 57-21-(8-12) by filing a complaint with the Division of Antidiscrimination and Labor under the Labor Commission. One may also file a private right of action. A civil action may be filed by an individual or by the division.

**Attorney’s Fees**

Reasonable attorney’s fees are provided for under UTAH CODE ANN. § 57-21-11 at the court’s discretion, whichever is greater, punitive damages and attorney fees. See ORS 649A.885 (1) and (3).
Vermont

Date Enacted

Vermont’s source of income discrimination law VT. STAT. ANN. tit. 9, § 4503 was passed in 1987.

Statutory Language

VT. STAT. ANN. tit. 9, § 4503:

“(a) It shall be unlawful for any person:

(1) To refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling or other real estate to any person because of the race, sex, sexual orientation, gender identity, age, marital status, religious creed, color, national origin, or handicap of a person, or because a person intends to occupy a dwelling with one or more minor children, or because a person is a recipient of public assistance.”

Enforcement:

Vermont source of income discrimination may be enforced pursuant to VT. STAT. ANN. tit. 9, § 4506 by filing a claim with the Human Rights Commission established under sec. 4551, or a private right of action in state or federal court. The commission has jurisdiction to investigate and enforce complaints of unlawful discrimination, including that based upon receiving public assistance.

Attorney’s Fees

Under VT. STAT. ANN. tit. 9, § 4506 (b), “the court may award costs and reasonable attorney's fees to an aggrieved person who prevails in an action . . .”

Organizations Helping Victims of Discrimination

Vermont Legal Aid, Inc. is a non-profit organization that provides free civil legal services including for housing issues.
Phone: 800-889-2047

The Vermont Human Rights Commission is a Vermont State Agency that investigates and adjudicates charges of housing discrimination. It is a neutral body.
Phone: 800-416-2010

Champlain Valley Office of Economic Opportunity (CVOEO)’s Fair Housing Project does intake and referral of housing discrimination victims to the HRC and to VLA.
Phone: 802-862-2771
Washington

Washington’s Residential-Landlord Tenant Act, WASH. REV. CODE §59.18, was amended to add a chapter that prohibits source of income discrimination. The law becomes effective on September 30, 2018.

http://lawfilesext.leg.wa.gov/biennium/2017-18/Pdf/Bills/Session%20Laws/House/2578-S2.SL.pdf#page=1

Date Enacted
2018

Statutory Language

(1) A landlord may not, based on the source of income of an otherwise eligible prospective tenant or current tenant:
   (a) Refuse to lease or rent any real property to a prospective tenant or current tenant, unless the: (i) Prospective tenant’s or current tenant’s source of income is conditioned on the real property passing inspection; (ii) written estimate of the cost of improvements necessary to pass inspection is more than one thousand five hundred dollars; and (iii) landlord has not received moneys from the landlord mitigation program to make the improvements;
   (b) Expect a prospective tenant or current tenant from any real property;
   (c) Make any distinction, discrimination, or restriction against a prospective tenant or current tenant in the price, terms, conditions, fees, or privileges relating to the rental, lease, or occupancy of real property or in the furnishing of any facilities or services in connection with the rental, lease, or occupancy of real property;
   (d) Attempt to discourage the rental or lease of any real property to a prospective tenant or current tenant;
   (e) Assist, induce, incite, or coerce another person to commit an act or engage in a practice that violates this section;
   (f) Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of the person having exercised or enjoyed or having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected under this section;
   (g) Represent to a person that a dwelling unit is not available for inspection or rental when the dwelling unit in fact is available for inspection or rental; or
   (h) Otherwise make unavailable or deny a dwelling unit to a prospective tenant or current tenant that, but for his or her source of income, would be eligible to rent real property.

(2) A landlord may not publish, circulate, issue, or display, or cause to be published, circulated, issued, or displayed, any communication, notice, advertisement, or sign of any kind relating to the rental or lease of real property that indicates a preference, limitation, or requirement based on any source of income.

(3) If a landlord requires that a prospective tenant or current tenant have a certain threshold level of income, any source of income in the form of a rent voucher or subsidy must be
subtracted from the total of the monthly rent prior to calculating if the income criteria have been met.

(4) A person in violation of this section shall be held liable in a civil action up to four and one-half times the monthly rent of the real property at issue, as well as court costs and reasonable attorneys’ fees.

(5) As used in this section, “source of income” includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity. “Source of income does not include income derived in an illegal manner.

Enforcement

Individuals can file a private civil suit in court. The Washington State Attorney General does not have the authority to enforce the Residential Landlord-Tenant Act.

Attorney’s Fees

Yes. “A person in violation of this section shall be held liable in a civil action…as well as court costs and reasonable attorneys’ fees.”

Organizations Helping Victims of Discrimination

Fair Housing Center of Washington serves western and central Washington.

Northwest Fair Housing Alliance serves eastern Washington.

Wisconsin

Wis. Stat. § 106.50 was amended in 1980 to include lawful source of income discrimination protection and authorizes the Department to promulgate such rules as are necessary to carry out this section. Lawful source of income includes: wages, a voucher having monetary value, social security, public assistance or other related payments. However, the Wisconsin law has been interpreted to exclude Section 8 federal rent assistance from the definition of lawful source of income. See Knapp v. Eagle Property Management Corp., 54 F.3d 1272 (Wis. 1995).

Date Enacted

1980

Relevant Case Law

Knapp v. Eagle Property Management Corp., 54 F.3d 1272 (Wis. 1995) (finding that Section 8 federal rent assistance vouchers were not “lawful source of income” within meaning of
Wisconsin Open Housing Act provision prohibiting landlords from discriminating in housing on basis of lawful source of income).

*Metropolitan Milwaukee Fair Housing Council v. South Side Spirit*, ERD Case No. 9052484 (August 26, 1992) (finding a violation of sec. 101.22 (2) (d), Stats. by publishing an advertisement which stated or indicated discrimination).

*Fernandez-Tome v. Joseph* (LIRC, 07/25/90) (finding a violation of the statute where Respondent stated he preferred to rent to “two working people” where complainant was known to accept social security).

**Statutory Language**

**Wis. Stat. § 106.50** - Open housing

“(1) Intent. It is the intent of this section to render unlawful discrimination in housing. It is the declared policy of this state that all persons shall have an equal opportunity for housing regardless of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age or ancestry and it is the duty of the political subdivisions to assist in the orderly prevention or removal of all discrimination in housing through the powers granted under ss. 66.0125 and 66.1011. . . .”

“…1(m) Definition: (h) “Discriminate” means to segregate, separate, exclude or treat a person or class of persons unequally in a manner described in sub. (2), (2m) or (2r) because of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age or ancestry.”

**Enforcement**

Wisconsin’s source of income discrimination law may be enforced by filing a complaint with the Equal Rights Division, or by filing a private cause of action in court. Individuals can file complaints charging discrimination violations.

**Attorney’s Fees**

**Wis. Stat. §106.50(6)** allows for reasonable attorney’s fees for the prevailing complainant.

**Organizations Helping Victims of Discrimination**

**Fair Housing Council**

- Fair Housing Council can help one understand one’s rights under the law and outline a variety of ways to pursue a complaint.
- To determine if a Fair Housing Council serves your area of the state, contact the Metropolitan Milwaukee Fair Housing Council at (414) 278-1240.
LOCAL LAWS AND ORDINANCES

Cities in California*

*Please consult a California attorney for advice on the applicability of the following local ordinances. The case of *Apartment Ass'n, Inc. v. City of Los Angeles*, 136 Cal. App. 4th 119 (2006) held that a Los Angeles ordinance, LAMC 151.04, which prohibits landlords from raising the rent after opting out of the Section 8 voucher program, was preempted by state law. However, a similar challenge in San Francisco was recently rejected by the appellate division in *City and County of San Francisco et. al. v. Chuck M. Post et al.*, 22. Cal. App. 5th 121 (Cal. Ct. App. 2018). The outcomes of these cases may also affect the source of income discrimination protections in the local ordinances below.

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**Berkeley:**

**Citation:** Berkeley Municipal Code Chapter 13.31

**Date passed:** 7/27/2017

**Operative Language:**

Section 13.31.20 Discrimination based on source of income is prohibited.

“It shall be unlawful for any person offering for rent or lease, renting, leasing, or listing any housing accommodation, or any authorized agent or employee of such person, to do or attempt to do any of the following:

A. Refuse to rent or lease a housing accommodation, or access to or use of the common areas and facilities of the housing accommodation, serve a notice of termination of tenancy, commence an unlawful detainer action, or otherwise deny to or withhold from any person or persons, a housing accommodation on the basis of source of income;

B. Represent to any person, on the basis of source of income, that a housing accommodation is not available for inspection or rental when such housing accommodation is in fact available for inspection or rental, or to require different terms for such transactions on the basis of source of income;

C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, sign, advertisement, application, or contract with regard to a housing accommodation offered by that person that indicates any preference, limitation, or discrimination with respect to source of income; or

D. To use a financial or income standard for rental housing that:

1. Privileges income earned directly by the tenant or prospective tenant, or rental payments made directly by the tenant or prospective tenant over housing assistance.

2. Discounts or discriminates against housing assistance payments.
3. Fails to account for the aggregate income of persons residing together or proposing to reside together or an aggregate income of tenants or prospective tenants and their cosigners or proposed cosigners on the same basis as the aggregate income of married persons residing together or proposing to reside together.”

**Administrative or court enforcement:** Both; civil and criminal enforcement

Attorney’s fees: Yes

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**Corte Madera:**

**Citation:** Anti-Discrimination Ordinance, Chapter 5.30

**Date passed:** 2000 (unverified)

**Operative Language:** “It is unlawful for the owner or manager of rental housing to discriminate against an existing tenant on the basis of that tenant's use of a Section 8 rent subsidy. It is a violation of this prohibition for a property owner or manager to refuse to accept a Section 8 rent subsidy for which an existing tenant qualifies, or to terminate the tenancy of an existing tenant based on the property owner's or manager's refusal to participate in a Section 8 rent subsidy program for which an existing tenant has qualified.”

**Administrative or court enforcement:** Both (mediation or civil action for damages/injunctive relief)

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**East Palo Alto:**

**Citation:** East Palo Alto Municipal Code Chapter 14.16.010

**Date passed:** 11/06/2000

**Operative Language:** “For purposes of this subsection, ‘source of income’ means all lawful sources of income or rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program. Source of income includes any requirement of any such program or source of income or rental assistance.”

**Administrative or court enforcement:** Court
Los Angeles:

Citation: LAMC 151.04 (suspended by Apartment Ass’n, Inc. v. City of Los Angeles, 136 Cal. App. 4th 119 (2006) (holding that the ordinance was pre-empted by state law – but see recent San Francisco case with opposite holding).

Marin County:

Citation: Marin County Code Chapter 5.53

Date passed: 3/21/2017

Operative Language: “It is unlawful to restrict housing choice on the basis of race, color, disability, religion, sex, familial status, national origin, sexual orientation, marital status, ancestry, age, and source of income.

5.53.010- Housing.
A. Prohibited Activity. It is unlawful for any person to do any of the following as wholly or partially based on source of income:
1. To interrupt, terminate, or fail or refuse to initiate or conduct any transaction in real property, including, but not limited to, the rental thereof; to require different terms for such transaction; or falsely to represent that an interest in real property is not available for transaction;
2. To include in the terms or conditions of a transaction in real property any clause, condition or restriction;
3. To make, print, publish, advertise or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement or advertisement with respect to a transaction in real property, or with respect to financing related to any such transaction, which unlawfully indicates preference, limitation or discrimination based on source of income.
5. For purposes of this subsection, source of income means all lawful sources of income or rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program. Source of income includes any requirement of any such program or source of income or rental assistance.

Administrative or court enforcement: Both; civil and criminal enforcement

Attorney’s fees: Yes

San Francisco:

Citation: San Francisco Police Code Art. 33, §3304

Date passed: 7/31/1998
Operative Language: “For purposes of this Subsection (a), source of income means all lawful sources of income or rental assistance from any federal, State, local, or nonprofit-administered benefit or subsidy program. "Source of income" also means a rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program. "Source of income" includes any requirement of any such program or source of income, or rental assistance.”

Administrative or court enforcement: Both

Attorney’s fees: Discretionary

Legal challenges: A challenge to the ordinance was brought in 2016, claiming that the ordinance was preempted by California’s FEHA (Fair Housing and Employment Act). The preemption argument was rejected by the trial court. The Appellate Division upheld the trial court decision, agreeing that the local ordinance was not preempted. First Appellate District, Div. 2. City and County of San Francisco et. al. v. Chuck M. Post et al., 22 Cal. App. 5th 121 (Cal. Ct. App. 2018)

Santa Clara County:

Citation: Santa Clara County Ordinance No. NS-507.1

Date passed: 4/25/2017

Operative Language: “It is unlawful for any person to do any of the following as wholly or partially based on receipt of housing assistance:
(a) To interrupt, terminate, or fail or refuse to initiate or conduct any transaction in real property, including, but not limited to, the rental thereof; to require different terms for such transaction; or falsely to represent that an interest in real property is not available for transaction;
(b) To include in the terms or conditions of a transaction in real property any clause, condition, or restriction;
(c) To refuse or restrict facilities, services, repairs or improvements for any current or prospective tenant or lessee;
(d) To make, print, publish, advertise or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement, or advertisement with respect to a transaction in real property, or with respect to financing related to any such transaction, that unlawfully indicates preference, limitation, or discrimination based on receipt of housing assistance;
(e) To use a financial or income standard for rental housing that privileges income earned directly by the tenant or prospective tenant, or rental payments made directly by the tenant or prospective tenant over housing assistance, or that discounts or discriminates against housing assistance payments.”
Administrative or court enforcement: Both

Attorney’s fees: Yes

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**Santa Monica:**

Citation: Santa Monica Municipal Code section 4.28.030 (currently being challenged in court)

Date passed: 2015

Operative Language: “It shall be unlawful for any person offering for rent or lease, renting, leasing, or listing any housing accommodation, or any authorized agent or employee of such person, to do or attempt to do any of the following:

(a) Refuse to rent or lease a housing accommodation, or access to or use of the common areas and facilities of the housing accommodation, serve a notice of termination of tenancy, commence an unlawful detainer action, or otherwise deny to or withhold from any person or persons, a housing accommodation on the basis of disability, age, source of income, parenthood, pregnancy, or the potential or actual occupancy of a minor child.

(b) Represent to any person, on the basis of disability, age, source of income, parenthood, pregnancy, or the potential or actual occupancy of the minor child that a housing accommodation is not available for inspection or rental when such housing accommodation is in fact available for inspection or rental.

(c) Make, print, or publish, or cause to be made, printed, or published any notice, statement, sign, advertisement, application, or contract with regard to a housing accommodation offered by that person that indicates any preference, limitation, or discrimination with respect to disability, age, source of income, parenthood, pregnancy, or the potential or actual occupancy of a minor child.

(j) For purposes of this part, “source of income” includes any lawful source of income or rental assistance from any federal, State, local or non-profit-administered benefit or subsidy program including, but not limited to, the Section 8 voucher program.” Santa Monica Municipal Code section 4.28.030.

Administrative or court enforcement: Both

Attorney’s fees: Yes

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**Woodland:**

Citation: Woodland Municipal Code Sec. 6A-4-60

Operative Language: (a) Each owner of multifamily rental residential projects shall enter into an inclusionary housing agreement (regulatory agreement) with the city for each residential project that contains units with affordability restrictions. As a provision of this chapter as well as the regulatory agreement, the community development department will be responsible for tracking and monitoring all of the city’s inclusionary housing units.
This includes maintaining a database of all units as well as files with the required regulatory agreements recorded against each property.

(b) Owner shall comply with all fair housing laws and not discriminate based on race, ancestry, gender, religion, color, age, national origin, marital status, familial status, sexual orientation, source of income and disability;

(c) Owner shall not discriminate based on any government rental subsidy, including but not limited to HUD Section 8 assistance. Tenants may utilize Section 8 vouchers to assist in renting inclusionary units; however, the rent levels collected for inclusionary units occupied by tenants using Section 8 vouchers shall remain at the affordable level determined pursuant to Section 6A-4-40 of Chapter 6A of this code;

(D) Agree to Rent Affordable Units to Qualified Income-Eligible Households for a Lease Term not to Exceed One Year. At the end of each lease term, the lease may be renewed for up to one year once the owner or manager has re-certified that the household income of the affordable unit remains eligible to the restricted income level of the unit. No household shall be required to terminate its tenancy from such affordable unit absent a showing of good cause. If a very low income household increases its income so that it no longer qualifies as a very low income household during its tenancy, it shall be permitted to remain in the affordable unit as long as its income does not exceed the low income limitation (i.e., eighty percent of AMI). At vacancy, such unit shall be rented to an eligible very low income household and the affordable rent level for a very low income household, unless the affordable unit requirement has been met by renting other vacant units at the appropriate affordable rent level.

Administrative or Court Enforcement: Both

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San Diego:

Citation: San Diego Municipal Code Chapter 9 Article 8 Division 8 Sections 98.0801, 98.0802, 98.0803, 98.0804, 98.0805, and 98.0806

Date passed: 7/31/18 (Effective: 8/31/18)

Operative Language: §98.0803 Prohibited Activity
(a) It is unlawful for any person to do any of the following acts, wholly or in part, based on a person’s source of income (except as may be necessary to comply with any program requirements related to source of income):
   1. To refuse to enter into or renew an agreement for tenancy;
   2. To interrupt or terminate any tenancy;
   3. To falsely represent that a rental-unit is not available for tenancy;
   4. To require inclusion in the terms of an agreement for tenancy any clause, condition, or restriction; or
   5. To restrict a tenant’s access to facilities or services on real property associated with the tenancy, or refuse repairs or improvements to real property associated with the tenancy.

(b) It is unlawful for any person to make, print, publish, advertise, or disseminate in any way, or cause to be made, printed, published, advertised, or disseminated in any way, any notice, statement, or advertisement with respect to a rental-unit, or with respect to financing related to a rental-unit, which indicates discrimination based on a person’s source of income.
(c) It is unlawful for any person to use a financial or income standard for entering into or renewing a tenancy that does either of the following:
   (1) Fails to account for any tenant’s or prospective tenant’s entire source of income; or
   (2) Fails to account for the aggregate source of income of tenants residing together or proposing to reside together, or the aggregate source of income of tenants or prospective tenants and their cosigners or proposed cosigners, on the same basis as the aggregate source of income of married persons residing together or proposing to reside together.

**Administrative or court enforcement:** Both

**Attorney’s fees:** Yes

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**Cities in Colorado**

**Denver:**

**Citation:** Section 28-91 of the Denver Revised Municipal Code (“D.R.M.C.”)

**Date passed:** 8/6/18

**Operative Language:** Section 3. That Section 28-95 of the D.R.M.C. shall be amended by deleting the stricken language and adding the underscored language, as follows:

Sec. 28-95. - Discriminatory practices in real estate transactions.

(a) Generally. It shall be a discriminatory practice to do any of the following acts based upon the race, color, religion, national origin, gender, age, sexual orientation, gender variance, marital status, source of income, military status or physical or mental disability of any individual:

   (1) To interrupt or terminate or refuse to initiate or conduct any transaction in real property or to require different terms for such transaction or to represent falsely that an interest in real property is not available for transaction;
   (2) To include in the terms or conditions of a transaction in real property any clause, condition or restriction prohibited by this article;
   (3) To refuse to lend money, guarantee a loan, accept a deed of trust or mortgage or otherwise refuse to make funds available for the purchase, acquisition, construction, alteration, rehabilitation, repair or maintenance of real property or impose different conditions on such financing or refuse to provide title or other insurance, relating to the ownership or use of any interest in real property;
   (4) To refuse or restrict facilities, service, repairs or improvements for a tenant or lessee;
   (5) To communicate, make, print or publish or cause to be communicated, made, printed or published any notice, statement or advertisement with respect to a transaction or proposed transaction in real property or financing related thereto,
which notice, statement or advertisement indicates or attempts to indicate any preference, limitation or discrimination based on race, color, religion, national origin, gender, age, sexual orientation, gender variance, marital status, source of income, military status, family status or physical or mental disability of any individual;
(6) To discriminate in any financial transaction involving real property on account of the location of residence or business, i.e., to red-line; or
(7) To restrict or attempt to restrict housing choices or to engage in any conduct relating to the sale or rental of a dwelling that otherwise denies the rental or sale or makes it unavailable; or
(8) To refuse to consider any source of income in the same manner as ordinary wage income in connection with an application for rental housing.

Administrative or court enforcement: Must exhaust all administrative remedy before any court action can be filed

Attorney’s fees: N/A

Cities in Delaware

Wilmington, Delaware:

Citation: Wilmington City Code, Art. III, §35-76 et seq.

Date passed: N/A

Operative Language:

Sec 35-76. Definitions.

*Fixed income* means unearned income and shall include pension income, social security benefits and any other income from other than gainful employment.

Sec 35-78. Unlawful acts.

“Except as provided in section 35-80 it shall be an unlawful practice for any person because of race, age, marital status, creed, color, sex, sexual orientation, handicap, national origin, or economic or family status to: (1) Refuse to sell or rent to those who are welfare recipients, or who are dependent upon other fixed incomes, or to a parent with minor children, or to handicapped persons, if such refusal is based only upon the status of the applicant as stated above. . . .”

Administrative or court enforcement: Both

Counties in Florida
Citation: Broward County, Florida – Code of Ordinances, § 16 ½ et seq.

Date passed: 12/5/2017

Operative Language:

Sec. 16 ½ -2. – Purposes; construction
(a) The general purposes of the Broward County Human Rights Act are:
   (1) To express support within Broward County for the policies embodied in Titles II, III, and VII of the Federal Civil Rights Act of 1964, as amended; Title VIII of the Federal Civil Rights Act of 1968, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Civil Rights Act of 1991, as amended; the Age Discrimination and Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal and state anti-discrimination laws; and

   (2) To secure for all individuals within the County freedom from discrimination because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking, in connection with employment, public accommodations, or real estate transactions, where applicable, and thereby to promote the interests, rights, and privileges of individuals within the County.

(b) The Broward County Human Rights Act shall be liberally construed to further the general purposes stated in this chapter. The provisions of this Act shall be construed consistent with similar federal and state statutes.

Sec. 16½-3. - Definitions.

(p) Discriminatory classification means a classification on the basis of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking. Familial status, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking shall only be included in this definition for the purpose of claims alleging a discriminatory housing practice under this Act.

Sec 16 ½-35. – Discriminatory practices in real estate transactions

It is unlawful for any person, including but not limited to any owner, lessee, lessor, sublessee, sublessor, assignee, assignor, manager, real estate broker, salesperson, condominium association, homeowners' association, cooperative association, or any representative of any of the foregoing:
(a) To refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, or otherwise to make unavailable or deny, a dwelling to any person because of a discriminatory classification.

(b) To discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a discriminatory classification.

(c) To represent to any person because of a discriminatory classification that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

(d) To make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on a discriminatory classification, or an intention to make any such preference, limitation, or discrimination.

(e) To induce or attempt to induce, for profit, any person to sell or rent any dwelling by a representation regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, national origin, marital status, age, familial status, political affiliation, disability, sexual orientation, gender identity or expression, pregnancy status, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking.

**Administrative or court enforcement:** Both

**Attorney's Fees:** Yes.

Sec. 16 ½-53(f): “In a civil action commenced pursuant to this section, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court shall issue an order prohibiting the practice and the court may grant such affirmative relief from the effects of the practice, including injunctive and other equitable relief, an award of compensatory and punitive damages, and reasonable attorney's fees and costs.”

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**Miami-Dade County:**

**Citation:** Florida, Code of Ordinances Sec.11A(12), 11A(13)

**Date passed:** 8/3/2009 (updated 11/5/2014)

**Operative Language:** “Source of income shall mean the lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant, including, but not limited to, Section 8 Housing Choice Vouchers, Supplemental Security Income, Social Security, pensions and other retirement benefits.”

**Administrative or court enforcement:** Both
Counties/Cities in Illinois

Chicago:

Citation: Municipal Code of Chicago, Ch. 5-8, Chicago Fair Housing Regulations, §5-8-030
Unfair Housing Practices

Date passed: 1990

Operative Language: “Source of income: means the lawful manner by which an individual supports himself or herself and his or her dependents.” Municipal Code of Chicago §2-160-020(n).

Administrative or court enforcement: Both- Administrative enforcement by the Chicago Commission on Human Relations.

Attorney’s fees: Discretionary. See, Chicago Commission on Human Relations, Reg. 240.630, .640

Cook County:

Citation: Cook County Human Rights Ordinance, Sec. 42-30 et seq. Sec. 42-37 (Public Accommodations), Sec. 42-38 (Housing)

Date passed: 5/8/2013 (and became effective 90 days after)

Operative Language: “Source of income means the lawful manner by which an individual supports himself or herself and his or her dependents.” Sec. 42-31.

Housing Choice Voucher Holders were exempted from the Ordinance’s protections until 5/8/2013 when the exemption was removed. http://www.cookctyclerk.com/countyboard/boardmeetings/Pages/05082013DividedRollCallVotes.aspx

Administrative or court enforcement: Administrative enforcement by the Cook County Commission on Human Rights.

Attorney’s fees: Yes. “Relief may include… an order to: (g) Pay the complainant all or a portion of the costs, including reasonable attorney's fees.” Sec. 42-34(c)(1)(g).

Harwood Heights:
Citation: Harwood Heights Municipal Code Title 19

Date passed: 8/13/2009

Operative Language: “It is declared to be the public policy of the Village of Harwood Heights ("village"), in the exercise of its power to regulate for the protection of the public health, safety, morals, and welfare, to assure fair housing and freedom from discrimination throughout the community, to protect the community from the effects of residential segregation based upon a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity, or housing status, and to secure its citizens the economic, social, and professional benefits of living in a stable, integrated society.”

Administrative or court enforcement: Administrative with right of judicial review

Attorney’s fees: No

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Naperville:

Citation: Naperville Ordinance 00-92

Date passed: 6/6/2000

Operative Language: “Unlawful Discrimination: Discrimination against a person because of his or her race, color, religion, sex, national origin, ancestry, age, marital status, familial status, physical or mental handicap or disability, military status, sexual orientation, or legal source of income.”

Administrative or court enforcement: Administrative

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Urbana:

Citation: Urbana City Code Ch. 12

Date passed: 11/17/1975

Operative Language: “Source of income. The point or form of the origination of legal gains of income accruing to a person in a stated period of time; from any occupation, profession or activity, from any contract, agreement or settlement, from federal, state or local payments, including Section 8 or any other rent subsidy or rent assistance program, from court ordered payments or from payments received as gifts, bequests, annuities or life insurance policies.”

Administrative or court enforcement: Administrative, pursuant to judicial review of commission decision.
Wheeling:

Citation: Wheeling Human Rights Ordinance Ch. 6.14

Date passed: 1995

Operative Language: “Source of income means the lawful manner by which an individual supports himself or herself and his or her dependents.”

BUT: “Notwithstanding anything to the contrary contained in this title, nothing contained in this chapter shall require any person who does not participate in the federal Section 8 Housing Assistance Program (42 U.S.C. 1437f) to accept any subsidy, payment assistance, voucher or contribution under or in connection with such program or to lease or rent to any tenant or prospective tenant who is relying on such a subsidy, payment assistance, contribution or voucher for payment of part of the rent for such housing accommodation.”

Administrative or court enforcement: Administrative

Cities in Iowa

Iowa City:

Citation: Iowa City Code, Tit. 2, Ch 1 §2-1-1; Tit. 2, Ch.3 §2-3-5 ; Tit. 2, Ch.3 §2-3-6

Date passed: 12/15/2015

Operative Language:

Tit 2, Ch 1 §2-1-1: PUBLIC ASSISTANCE SOURCE OF INCOME: Income and support derived from any tax supported Federal, State or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs.

Tit. 2, Ch.3 §2-3-5:
It shall be an unlawful or discriminatory practice for any person:

A. To refuse to sell, rent, lease, assign, sublease, refuse to negotiate or to otherwise make unavailable, or deny any real property or dwelling or part, portion or interest therein, to any person because of the age, color, creed, disability, gender identity, marital status, familial status, national origin, race, religion, sex, sexual orientation, presence or absence of dependents or public assistance source of income of that person.
B. To discriminate against any other person in the terms, conditions or privileges of any real estate transaction because of age, color, creed, disability, gender identity, marital status, familial status, national origin, race, religion, sex, sexual orientation, presence or absence of dependents or public assistance source of income.

C. To directly or indirectly advertise, or in any other manner indicate or publicize in any real estate transaction that any person is not welcome or not solicited because of age, color, creed, disability, gender identity, marital status, familial status, national origin, race, religion, sex, sexual orientation, presence or absence of dependents or public assistance source of income.

D. To discriminate against the lessee or purchaser of any real property or dwelling or part, portion or interest of the real property or dwelling, or against any prospective lessee or purchaser of the property or dwelling because of age, color, creed, disability, gender identity, marital status, familial status, national origin, race, religion, sex, sexual orientation, presence or absence of dependents, or public assistance source of income of persons who may from time to time be present in or on the lessee's or owner's premises for lawful purposes at the invitation of the lessee or owner as friends, guests, visitors, relatives or in any similar capacity

E. The following exceptions are applicable to this section and section 2-3-6 of this chapter:

1. Any bona fide religious institution with respect to any qualifications it may impose based on religion, when these qualifications are related to a bona fide religious purpose unless the religious institution owns or operates property for a commercial purpose or membership in the religion is restricted on account of age, color, creed, disability, gender identity, marital status, familial status, national origin, race, sex, sexual orientation, presence or absence of dependents or public assistance source of income.

2. Any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of age, color, creed, disability, gender identity, marital status, familial status, national origin, race, sex, sexual orientation, presence or absence of dependents or public assistance source of income.

(Ord. 15-4650, 12-15-2015)

Tit. 2, Ch.3 §2-3-6

A. A person shall not induce or attempt to induce another person to sell or rent a dwelling by representations regarding the entry or prospective entry into a neighborhood of a person of a particular age, color, creed, disability, gender identity, marital status, familial status, national origin, race, religion, sex, sexual orientation, presence or absence of dependents, or public assistance source of income.

B. A person shall not represent to a person of a particular age, color, creed, disability, gender identity, marital status, familial status, national origin, race, religion, sex, sexual orientation, presence or absence of dependents, or public assistance source of income.
income that a dwelling is not available for inspection, sale or rental when the
dwelling is available for inspection, sale or rental.

F. A person whose business includes engaging in residential real estate related
transactions shall not discriminate against a person in making a residential real estate
related transaction available or in terms or conditions of a residential real estate related
transaction because of age, color, creed, disability, gender identity, marital status, familial
status, national origin, race, religion, sex, sexual orientation, presence or absence of
dependents or public assistance source of income.

Administrative or court enforcement: Both

Marion

Citation: Marion Code of Ordinances, Chapter 31.18

Date passed: 2012

Operative Language:

Chapter 31.18 FAIR HOUSING – GENERAL

Prohibitions/Unfair or Discriminatory Practices – Housing. It is an unfair or discriminatory
practice for any person, owner of rights to housing or real property, or a person acting for an
owner of rights to housing or real property, with or without compensation, including (but not
limited to) persons licensed as real estate brokers or salespersons, attorneys, auctioneers,
architects, builders, developers, agents, or representatives by power of attorney or appointment,
or any person acting under court order, deed of trust, or will – collectively referred to in this
chapter as a “housing provider”:

A. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the
sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of age,
color, creed, disability, familial status, gender identity, lawful source of income, marital status,
national origin, race, religion, sex, or sexual orientation.

B. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a
dwelling, or in the provisions of services or facilities in connection therewith, because of age,
color, creed, disability, familial status, gender identity, lawful source of income, marital status,
national origin, race, religion, sex, or sexual orientation.

C. To make, print, or publish, or cause to be made, printed or published any notice, statement or
advertisement, with respect to the sale or rental of a dwelling that indicates any preference,
limitation, or discrimination based on age, color, creed, disability, familial status, gender
identity, lawful source of income, marital status, national origin, race, religion, sex, or sexual
orientation or an intention to make any such preference, limitation or discrimination.

D. To represent to any person because of age, color, creed, disability, familial status, gender
identity, lawful source of income, marital status, national origin, race, religion, sex, or sexual
orientation that any dwelling is not available for inspection, sale or rental when such dwelling is
in fact so available.

E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by
representations regarding the entry or prospective entry into the neighborhood of a person or
persons of a particular age, color, creed, disability, familial status, gender identity, lawful source
of income, marital status, national origin, race, religion, sex, or sexual orientation.

F. To discriminate against an individual who is receiving or has a Federal, State or local housing
subsidy, including rental assistance or Section 8 vouchers, because the individual is such a
recipient or because of any requirement of such rental assistance or housing subsidy or voucher
program, subject to the exemptions in Section 31.21 of this chapter; a housing provider:

(1) Shall consider, and may verify, any lawful source of income or occupation in
determining qualifications for rental or sale of a dwelling.
(2) Shall not be required to rent or sell to any participant in a housing subsidy program
merely because the individual has the subsidy. This subsection does not create a
preference for persons with housing subsidies over those without subsidies.
(3) Shall not refuse to accept or participate in a government housing subsidy program,
except as provided elsewhere in this chapter, and must consider and evaluate individuals
who participate in these programs along with other individuals and applicants.
(4) May refuse to consider income derived from any criminal activity.
(5) May determine the ability of any potential buyer or renter to pay a purchase price or
pay rent by:
   a. Verifying, in a commercially reasonable manner, the source and amount of
income of the potential buyer or renter, including any rental or purchase payments
or portions of rental or purchase payments that will be made by other individuals,
organizations or voucher and rental assistance payment programs on the same
basis as payments to be made directly by the potential buyer or renter.
   b. Evaluating, in a commercially reasonable manner, the prospective stability,
security, and credit worthiness of the potential buyer or renter or any source of
income of the potential buyer or renter, including any rental or purchase payments
or portions of rental or purchase payments that will be made by other individuals,
organizations or voucher and rental assistance payment programs.
(6) May refuse to lease or sell a dwelling to a potential or current renter or buyer who is
relying on a Section 8 voucher or subsidy for payment of part or all of the rent or sale
price for a dwelling if and when the Marion Housing Services Office or its designee
determines that:
   a. The dwelling fails to meet Federal Housing Quality
   Standards in connection with the Section 8 or subsidy program;
b. The rent for the dwelling exceeds the Fair Market Rent authorized by the U.S. Department of Housing and Urban Development or the Marion Housing Services Office in connection with the Section 8 or subsidy program.

(7) Shall cooperate with the Marion Housing Services Office, HUD and the buyer or renter to execute all documents necessary to apply for participation in the housing subsidy or voucher program and to enable payment of housing subsidies or rental assistance payments.

Administrative or court enforcement: Both

Counties/Cities in Maryland

Annapolis:

Citation: Annapolis Code of Ordinances, Chapter 11.32.030

Date passed: 2007 or 2009

Operative Language: “It is an unlawful housing practice:

A. For any person:
4. Otherwise to deny or withhold any housing unit from any person because of the person's race, color, religion, disability, familial status, sexual orientation, gender identity, marital status, sex, lawful income or national origin,
5. To include in the terms, conditions or privileges of any sale, lease, sublease, rental, assignment or other transfer of any housing unit any clause, condition or restriction discriminating against any person in the use or occupancy of such housing unit because of race, color, religion, disability, familial status, sexual orientation, gender identity, marital status, sex, lawful income, or national origin,
6. To discriminate in the furnishing of any facilities, repairs, improvements or services, or in the terms, conditions, privileges or tenure of occupancy of any housing unit because of race, color, religion, disability, familial status, sexual orientation, gender identity, marital status, sex, lawful income, or national origin.”

Administrative or court enforcement: Both

Baltimore:

Citation: Baltimore City Code, § 2B-25

Date passed: 6/30/2014

Operative Language: “(a) Projects subject to affordable housing requirements.

For any unit in any residential project that meets the requirements of § 2B-21(a), § 2B-22(a), or, when effective, § 2B-23(a) of this subtitle, a person may not:
(1) refuse to sell or rent, refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of that person’s source of income;

(2) discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of that person’s source of income;

(3) make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on the source of income that may be used to pay rent;

(4) represent to any person, because of that person’s source of income, that any dwelling is not available for inspection or rental when the dwelling is available; or

(5) for profit, induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person using a particular source of income.

(b) Projects receiving cost offsets for affordable housing.

For any unit in any residential project that receives a cost offset from the Housing Commissioner under § 2B-24 of this subtitle, a person may not:
(1) refuse to sell or rent, refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of that person’s source of income;

(2) discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of that person’s source of income;

(3) make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on the source of income that may be used to pay rent;

(4) represent to any person, because of that person’s source of income, that any dwelling is not available for inspection or rental when the dwelling is available; or

(5) for profit, induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person using a particular source of income.”

**Administrative or court enforcement:** Administrative

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**Frederick:**
Citation: Frederick City Code, Appendix F

Date passed: 5/16/2002

Operative Language: “‘Source of Income’ means any lawful, verifiable source of money paid directly or indirectly to a renter or buyer of housing including:
(1) Any lawful profession or occupation;
(2) The condition of being a recipient of federal, state, or local government assistance, including medical assistance, subsidies, rental assistance, or rent supplements;
(3) Any gift, inheritance, pension, annuity, alimony, child support, trust or investment accounts, or other consideration or benefit; and
(4) Any sale or pledge of property or interest in property.”

Administrative or court enforcement: Administrative

Attorney’s fees: Yes

Frederick County:

Citation: Frederick County Code, § 1-2-93

Date passed: 4/21/09

Operative Language: “§ 1-2-93. DISCRIMINATION CONTRARY TO PUBLIC POLICY AND UNLAWFUL.
(A) Discrimination based upon race, color, religion, national origin, sex, age, marital status, disability, familial status, or source of income is contrary to the public policy of Frederick County.
(B) Discrimination based upon the following is unlawful in Frederick County:
   (1) Race, color, religion, national origin, sex, age, marital status or disability in employment, housing, or public accommodations,
   (2) Familial status in housing or employment, and
   (3) Source of income in housing.
(C) "Discrimination" means any act that is unlawful under Federal or State law based upon race, color, religion, national origin, sex, age, marital status, or disability. "Discrimination" also means acts that are unlawful under Federal or State law based upon familial status in housing or employment or source of income in housing.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

Howard County:

Citation: Howard County Fair Housing Ordinance §§12.200-12.218.
**Date passed:** 1992

**Operative Language:** “Source of income means any lawful source of money that is paid to or for the benefit of a renter or buyer of housing, including:

1. A lawful profession or occupation;
2. A Federal, State or local government assistance, grant or loan program;
3. A private assistance, grant or loan program . . . .”

**Administrative or court enforcement:** Administrative, civil action only if authorized by the Human Rights Commission

**Attorney’s fees:** Discretionary

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**Montgomery County:**

**Citation:** Montgomery County Code, Ch. 27

**Date passed:** 1991

**Operative Language:** “Any lawful source of income (grant, gift, inheritance, pension, annuity, alimony, child support, government or private assistance) or occupation must be considered in determining qualifications for rental or sale of property and these sources of income and occupation may be verified.”

**Administrative or court enforcement:** Both

**Attorney’s fees:** Only upon finding of §27-8 violation.
Cities in Massachusetts

**Boston:**

**Citation:** City of Boston Municipal Code Ch. 10-3

**Date passed:** 1980/2002?

**Operative Language:** “It is the policy of the City of Boston to see that each individual, regardless of his/her race, color, religious creed, marital status, military status, handicap, children, national origin, sex gender identity or expression, age, ancestry, sexual preference or source of income shall have equal access to housing and to encourage and bring about mutual understanding and respect among all individuals in the City by the elimination of prejudice, intolerance, bigotry and discrimination in the area of housing.”

**Administrative or court enforcement:** Administrative

**Cambridge:**

**Citation:** Cambridge Municipal Code § 14.04.030

**Date passed:** 1992

**Operative Language:** “Source of income means public assistance recipiency. Source of income shall not include income derived from criminal activity.”

**Administrative or court enforcement:** Both

**Quincy:**

**Citation:** Quincy Municipal Code § 2.150.010

**Date passed:** 1992/93?

**Operative Language:** “‘Source of income’ means public assistance recipiency. "Source of income" shall not include income derived from criminal activity.”

**Administrative or court enforcement:** Court
Revere:

Citation: Revere Municipal Code §9.28.080

Date passed: 1994

Operative Language: “’Source of income’ means the manner or means by which an individual supports herself or himself and his or her dependents, except in this chapter it shall not include any criminal activity from which a source of income is derived.”

Administrative or court enforcement: Human Rights commission can “refer individuals with complaints to the appropriate state or federal agency of any violation [based on source of income].”

Cities in Michigan

Ann Arbor:

Citation: Ann Arbor City Code Ch. 112, § 9:150 et seq.

Date passed: 3/17/1978

Operative Language: “Source of income. Any legal source from which a person obtains money.”

Administrative or court enforcement: Both

East Lansing:

Citation: East Lansing Code of Ordinances Ch. 22 Article II §22-34

Operative Language: (b) “The opportunity to purchase, lease, sell, hold, use, and convey dwelling houses or dwelling units or engage in any other type of real estate transaction as protected in this section or under state and federal law is hereby recognized and declared to be a civil right. This includes, but is not limited to seeking, inspecting, advertising, offering, or listing of real property without discrimination because of religion, race, color, national origin, age, height, weight, disability, sex, marital status, sexual orientation, gender identity or expression, student status, use of adaptive devices or aids, or legal source of income, except with respect to age or income only, where necessary to meet the requirements of federal, state, or local programs.”

Administrative or court enforcement: Both
Attorney’s fees:

Sec. 22-38,- Complaint process

(h) “Action ordered under this section may include, but is not limited to, an order which requires:

(9) Payment to the complainant of damage for an injury or loss caused by a violation of this article, including reasonable attorney fees plus statutory interest from the date of occurrence.

(10) Payment to the complainant of all or a portion of the costs of maintaining the action before the commission, including reasonable attorney fees and expert witness fees, when the commission determines that award to be appropriate.

Grand Rapids:

Citation: Grand Rapids City Code Ch. 160, §9.361 et seq.

Date passed: 7/11/2000

Operative Language: “Source of lawful income means consistent income derived from wages, social security, supplemental security income, all forms of federal, state or local assistance payments or subsidies, Section 8 assistance, child support, alimony and public assistance which can be verified and substantiated.”

Administrative or court enforcement: Administrative

Lansing:

Citation: Lansing Code of Ordinances, Title 12, Chapter 296

Operative Language:

296.02 Definitions: “income of an individual or group being derived in whole or in part from alimony, child support or public assistance funds”

296.03 Discrimination prohibited: “the fact that the income of a person, or of a person residing with that person, is derived in whole or in part from alimony, child support or public assistance funds”
Administrative or court enforcement: Administrative

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Jackson:

Citation: Jackson, MI – Code of Ordinances (Code 1977, § 9.150; Ord. No. 2012-03, § 1, 2-21-12; Ord. No. 2018-07)

Date passed: 6/26/18

Operative Language: Sec. 14-132. - Discrimination in sale, lease or rental prohibited.

It shall be unlawful for any owner, lessee or sublessee of real property, or any agent or representative thereof, to refuse to sell, exchange, rent or lease any housing accommodation of any sort within the city because of an individual's religion, race, color, national origin, age, sex, familial status, handicap (disability) or source of income.

Administrative or court enforcement: Administrative

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Cities in Minnesota

Minneapolis

Citation: Title 7, Chapter 139 of the Minneapolis Code of Ordinances relating to Civil Rights: In General.

Note that this ordinance is currently suspended due to pending litigation – see below

Date passed: Adopted 3/24/2017; Effective 5/1/2018

Operative Language:
139.10. - Findings, declaration of policy and purpose, effective date.

a) Findings. The council finds that discrimination adversely affects the health, welfare, peace and safety of the community by, among other things, degrading individuals, fostering intolerance and hate, and creating and intensifying unemployment, substandard housing, under education, ill health, lawlessness and poverty, thereby injuring the public welfare.

(b) Declaration of policy and purpose. It is the public policy of the City of Minneapolis and the purpose of this title:

(1) Prevent and prohibit all discriminatory practices in the City of Minneapolis in the following protected areas:
d. In lending: When race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, marital status, status with regard to public assistance, or familial status is a motivating factor.

f. In property rights: When race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, marital status, familial status, emancipated minor status, status with regard to a public assistance program, or any requirement of a public assistance program is a motivating factor.

g. In real estate services: With regard to race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, marital status, status with regard to a public assistance program, or familial status.

139.20. – Definitions

For the purposes of this title, the following definitions shall apply:

*Public assistance program*: Federal, state or local assistance, including medical assistance, or tenant-based federal, state or local subsidies, including, but not limited to, rental assistance, rent supplements, and housing choice vouchers.

*Status with regard to a public assistance program*: The condition of being a recipient of or participant in a public assistance program.

*Status with regard to public assistance*: The condition of being a recipient of federal, state or local assistance, including medical assistance, or of being a tenant receiving federal, state or local subsidies, including rental assistance, or rent supplements.

139.30 – Exemptions.

(b) Property rights and public assistance. The provisions of section 139.40(e) relating to tenant-based federal, state or local subsidies, including, but not limited to, rental assistance, rent supplements, and housing choice vouchers, or any requirement of such a program, shall not apply to:

(1) Renting or leasing a room in an owner occupied single-family dwelling.

(2) Renting or leasing a single-family dwelling, a single dwelling unit, or a single dwelling unit of a condominium, townhouse, or housing cooperative, by the owner of the dwelling or dwelling unit, for no more than thirty-six (36) months, when such dwelling or dwelling unit is an owner occupied homestead at the start of the thirty-six (36) month period.

(3) Renting or leasing a dwelling with two dwelling units when a person who owns or has an ownership interest in the dwelling is residing in the other dwelling unit.
(4) Renting or leasing a single-family dwelling, a single dwelling unit, or a single
dwelling unit of a condominium, townhouse, or housing cooperative, by the owner of the
dwelling or dwelling unit, while the owner is on active military duty and when such
dwelling or dwelling unit is an owner occupied homestead at the start of the active
military duty.

(c) Property rights. The provisions of section 139.40(e) do not prohibit an owner of a dwelling
or dwelling unit from:

(1) Abiding by laws restricting the occupancy of a dwelling or dwelling unit to a
maximum number of people.

(2) Screening any person who will occupy a dwelling unit based on rental or lease history
as allowed by the public assistance program applicable to the rental or lease, or any other
non-discriminatory criteria, including, but not limited to, past conduct or the ability to
pay their applicable portions of the rent or lease.

(3) Abiding by applicable laws, regulations, or this Code, and provisions of Minnesota
Statutes, Chapter 504B.


(e) Discrimination in property rights. It is an unlawful discriminatory practice for an owner,
lessee, sublessee, managing agent, real estate broker, real estate salesperson or other person
having the right to sell, rent or lease any property, or any agent or employee of any of these,
when race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender
identity, disability, marital status, familial status, emancipated minor status, status with regard to
a public assistance program, or any requirement of a public assistance program is a motivating
factor:

(1) To refuse to sell, rent or lease, or to refuse to offer for sale, rental or lease; or to refuse
to negotiate for the sale, rental, or lease of any real property; or to represent that real
property is not available for inspection, sale, rental, or lease when in fact it is so
available; or to otherwise make unavailable any property or any facilities of real property.
It is an affirmative defense if the refusal, denial, or withholding is due to a requirement of
a public assistance program and that requirement would impose an undue hardship. The
department may promulgate rules or regulations establishing standards for undue
hardship determinations.

(4)To print, circulate, publish or post, or cause to be printed, circulated, published or
posted, any advertisement or sign, or use any form of application for the purchase, rental
or lease of any real property, or make any record or inquiry, verbal or written, in
connection with the prospective purchase, rental or lease of any real property, which
expresses directly or indirectly, any limitation, specification or discrimination as to race,
color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity,
disability, marital status, familial status, emancipated minor status, status with regard to a
public assistance program, or any requirement of a public assistance program.
a. The provisions of this clause regarding familial status and age shall not be construed to prohibit the advertisement of a dwelling unit as available only to older persons if the dwelling meets the requirements of housing for older persons as defined in section 139.20.

b. This clause shall not apply to advertisements, notices, signs, or statements describing a living arrangement in which persons intend to occupy the same living quarters as another person including sharing a bathroom, bedroom, kitchen or living room.

**Relevant Case Law:** The ordinance was recently deemed “unconstitutional” by a local court (*Fletcher Properties, Inc. v. City of Minneapolis*, File No. 27-CV-17-9410 (Minn. Dist. Ct. June 7, 2018)) A group of Minneapolis landlords sued claiming that the ordinance violated their due process rights under the Minnesota Constitution. Though the court found that “rational basis review” was the appropriate standard of review for the Plaintiffs’ due process claim, the court engaged in a heightened form of review and rigorously scrutinized the ordinance. The court acknowledged evidence in the record indicating that source of income discrimination was significantly impeding the ability of voucher holders to move out of high poverty neighborhoods. Nevertheless, the court reasoned that the ordinance was “arbitrary” and “unreasonable” because, according to the court, the ordinance assumed that landlords were rejecting voucher holders on the basis of personal animus. The ruling is expected to be appealed.

Opinion available at:  

**Administrative or court enforcement:** Both

**Attorney’s fees:** Yes

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**Cities in Missouri**

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**Saint Louis, Missouri**

**Citation:** St. Louis City Ordinance 67119

**Date passed:** 6/13/2006

**Operative Language:** “It shall be a prohibited housing or realty practice and shall constitute a discriminatory housing practice: (a) For any person, including, without limitation any real estate broker, salesman or agent, or any employee thereof, to discriminate against any individual because of race, color, religion, sex, sexual orientation, familial status, legal source of income, disability, national origin or ancestry, with respect to the use, enjoyment or transfer, or prospective use, enjoyment or transfer, of any interest whatsoever in realty . . .”
**Amendment:** St. Louis City Ordinance 69953

**Date passed:** 2015 *(Publication and citation forthcoming)*

**Operative Language:** An ordinance amending the definitions under the Civil Rights Enforcement Agency, repealing Section Two of Ordinance 67119, codified as 3.44.010 of the Revised Code of the City of St. Louis and enacting new section in lieu thereof to include the definition “Source of Income”, and containing an emergency clause. It defines "Source of Income" as "the point or form of the origination of legal gains of income accruing to a person in a stated period of time; from any occupation, profession or activity, from any contract, agreement or settlement, from federal, state or local payments, including Section 8 or any other rent subsidy or rent assistance program, from court ordered payments or from payments received as gifts, bequests, annuities or life insurance policies."

**Administrative or court enforcement:** Administrative and then judicial review

**Attorney’s fees:** Yes

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**Counties/Cities in New York**

**Buffalo:**

**Citation:** Buffalo Code of Ordinances §154-12 et seq.

**Date passed:** 5/2/2006

**Operative Language:** “Source of Income: Payments from a lawful occupation or employment, as well as other payments including, but not limited to, public assistance, supplemental security income, pensions, annuities, unemployment benefits, government subsidies such as Section 8 or other housing subsidies.”

**Administrative or court enforcement:** Both

**Attorney’s fees:** Yes

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**Erie:**

**Citation:** Local Law 4, Fair Housing in Erie County  
https://locallaws.dos.ny.gov/sites/default/files/drop_laws_here/ECMMDIS_appid_DOS20180529060015/Content/09021343801f3924.pdf

**Date Passed:** 5/23/2018
Operative Language: “It is the intent of the Legislature to provide for fair housing throughout the County of Erie and to prohibit discrimination of any kind in the sale, rental or leasing of housing to any person.”

“d. Source of Income: Payments from any lawful occupation or employment, as well as other payments including, but not limited to, public assistance, public assistance security agreements, supplemental security income, pensions, annuities, unemployment benefits, disability payments, government subsidies, or other housing subsidies.”

Administrative or Court Enforcement: Both

Attorney’s Fees: Yes

Hamburg:

Citation: Hamburg General Code Ch. 109

Date passed: 3/14/2005; amended May, 2016

Operative Language: “payments from any lawful occupation or employment, as well as other payments including, but not limited to, public assistance, public assistance security agreements, supplemental security income, pensions, annuities, unemployment benefits, government subsidies such as Section 8, or other housing subsidies.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

Nassau County:

Citation: Nassau County Administrative Code §21-9.7

Date passed: 12/13/2000

Operative Language: “‘Source of income’ means any lawful source of income, including federal, state, local, non-profit assistance or subsidy program.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

New York City:

Citation: New York Administrative Code Tit. 8, Ch.1, §8-101
New York City Human Rights Law N.Y., Code § 8-107

**Date passed:** 3/26/2008

**Operative Language:** “The term lawful source of income shall include income derived from social security, or any form of federal, state or local public assistance or housing assistance including section 8 vouchers.”

§8-107(5): Housing accommodations, land, commercial space and lending practices.

(a) Housing accommodations. It shall be an unlawful discriminatory practice for the owner, lessor, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease or approve the sale, rental or lease of a housing accommodation, constructed or to be constructed, or an interest therein, or any agent or employee thereof:

(1) To refuse to sell, rent, lease, approve the sale, rental or lease or otherwise deny to or withhold from any person or group of persons such a housing accommodation or an interest therein because of any lawful source of income of such person or persons.

(2) To discriminate against any person because of any lawful source of income of such person.

(3) To declare, print or circulate or cause to be declared, printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, rental or lease of such a housing accommodation or an interest therein or to make any record or inquiry in conjunction with the prospective purchase, rental or lease of such a housing accommodation or an interest therein which expresses, directly or indirectly, any limitation, specification or discrimination as to any lawful source of income.

**Relevant Cases to § 8-107(5)**


**Administrative or court enforcement:** Both

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**Suffolk County:**

**Citation:** Suffolk County Administrative Code, Ch.528, §528-9

[http://ecode360.com/14946868](http://ecode360.com/14946868)

**Date passed:** 1/21/2015
Operative Language:
A. “It shall be an unlawful discriminatory practice:
(1) To refuse to sell, rent, lease or otherwise deny to or withhold from any individual or group of individuals any housing accommodation, constructed or to be constructed, land or commercial space, or an interest therein, or refuse to negotiate for the sale, rental or lease of any housing accommodation, land or commercial space, or an interest therein, to any individual or group of individuals, because of the group identity, veteran status, status as a victim of domestic violence or lawful source of income of such individual or individuals or to represent that any housing accommodation, land or commercial space, or an interest therein, is not available for inspection, sale, rental or lease when, in fact, it is so available, or to otherwise deny to or withhold any housing accommodation, land or commercial space, or an interest therein, or any facilities of any housing accommodation or commercial space from any individual or individuals because of the group identity, veteran status, status as a victim of domestic violence or lawful source of income of such or individual or individuals;
(2) To discriminate against any individual or group of individuals because of the group identity, veteran status, status as a victim of domestic violence or lawful source of income of such individual or individuals in the terms, conditions or privileges of the sale, rental, or lease of any housing accommodation, land or commercial space, or an interest therein, or in the furnishing of facilities or services in connection therewith;
(3) To discriminate against any individual or group of individuals in making available a residential real estate transaction, or in the terms and conditions of such a transaction, because of the group identity, veteran status, status as a victim of domestic violence or lawful source of income of such individual or individuals;
(7) To make, print, or publish, or cause to be made, printed or published, any statement, advertisement, or publications, or to use any form of application for the purchase, rental, or lease of any housing accommodation, land or commercial space, or an interest therein, or to make any record or inquiry in connection with the prospective purchase, rental, or lease of such housing accommodation, land or commercial space, or an interest therein, which expresses, directly or indirectly, any limitation, specification, or discrimination with respect to group identity, veteran status, status as a victim of domestic violence or because of the lawful source of income of such individual or individuals, or any intent to make any such limitation, specification, or discrimination;
(8) To induce or attempt to induce, for profit or otherwise, any person to sell, rent or lease any housing accommodation, land, or commercial space, or an interest therein, by representations, explicit or implicit, regarding the entry or prospective entry into the neighborhood of an individual or group of individuals because of his, her or their group identity, veteran status, status as a victim of domestic violence or lawful source of income;
(9) To threaten, intimidate, or interfere with individuals in their enjoyment of a housing accommodation, land or commercial space because of their group identity, veteran status, status as a victim of domestic violence or lawful source of income, or the group identity, veteran status, status as a victim of domestic violence of their guests, invitees, visitors or associates.

B. It shall be an unlawful discriminatory practice for any real estate broker, real estate salesperson, or an employee or agent of a real estate broker or real estate salesperson:
(1) To refuse to sell, rent or lease any housing accommodation, land or commercial space, or an interest therein, to any individual or group of individuals or to refuse to negotiate for the sale, rental or lease of any housing accommodation, land or commercial space, or an interest therein, to any individual or group of individuals because of the group identity, veteran status, status as a victim of domestic violence or because of the lawful source of income of such individual or group of individuals, or to represent that any housing accommodation, land or commercial space, or an interest therein, is not available for inspection, sale, rental or lease when, in fact, it is so available, or otherwise deny or withhold any housing accommodation, land or commercial space, or an interest therein, or any facilities of any such housing accommodation or commercial space from any individual or group of individuals because of the group identity, veteran status, status as a victim of domestic violence or because of the lawful source of income of such individual or individuals.

(2) To print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, sale, rental or lease of any housing accommodation, land, or commercial space, or an interest therein, or to make any record or inquiry in connection with the prospective purchase, sale, rental or lease of any housing accommodation, land or commercial space, or an interest therein, which expresses, directly or indirectly, any limitation, specification, or discrimination as to group identity, veteran status, status as a victim of domestic violence or as to lawful source of income, or any intent to make any such limitation, specification or discrimination.

C. Exceptions.

(2) The provisions of Subsection A(1) through (7) shall not apply:
(a) To the rental of housing accommodations in a building which contains housing accommodations for not more than two families if the owner or members of his or her family reside in one of such housing accommodations; or
(b) To the rental of a room or rooms in a housing accommodation if such rental is by the occupant of the housing accommodation or by the owner of the housing accommodation and he or she or members of his or her family reside in such housing accommodation; or
(3) The provisions of § 528-9, as they relate to unlawful discriminatory practices on the basis of lawful source of income, shall not apply to housing accommodations that contain two or fewer housing units; provided, however, the provisions of § 528-9 shall apply to all housing accommodations, regardless of the number of units contained in each, of any person who has the rights to sell, rent or lease or approve the sale, rental or lease of at least three housing accommodations within Suffolk County, constructed or to be constructed, or has the rights to sell, rent or lease or approve the sale, rental or lease of interests in at least three housing accommodations.
(4) Nothing in Subsection A(4), (5) and (6) requires that a housing accommodation or multiple dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.”

**Administrative or court enforcement:** Both

**Attorney’s fees:** ?
Citation: Local Law No. 7-2012, “The Syracuse Fair Practices Law.”

Date passed: 12/5/2016

Operative Language:
Section 8-2. “Equality of opportunity a civil right.” The opportunity for the use and occupancy of housing accommodation without discrimination based on legal sources of income upon which a person may rely to pay housing costs, as specified in this law, is hereby recognized as and declared to be a civil right.”

Section 8-3. “Definitions. When used in this law:
19. The term “lawful source of income” includes payments from a lawful occupation or employment, as well as other lawful payments including, but not limited to, any form of state, federal or local public assistance, income derived from social security, pensions, annuities, state or federal disability programs or benefits, child support, alimony, foster care subsidies, unemployment benefits, disability or unemployment insurance, veteran’s benefits, government subsidies such as Housing Choice Vouchers (also referred to as “Section 8 Vouchers”) or other housing subsidies. The term “lawful source of income” shall include payments to, or on behalf of, the head of household, or to, or on behalf of, any of the members of their household who will be listed on the lease as residents living in the dwelling unit with the head of household, or any combination of such payments.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

Westchester County:

Citation: Local Law No. 6057-2013, Chapter 700, Article II, Sec http://www.econdition360.com/?custId=WE0417&guid=6842330&j=23

Date passed: 6/17/2013

Operative Language: “It shall be unlawful: A. To refuse to sell or rent or refuse to negotiate for the sale or deny a dwelling to any person because of race, color, religion, sex, age, marital status, handicap, national origin, source of income or because the person has a child or children.”

“‘Source of income’ shall mean, as it relates to unlawful discriminatory real estate practices, lawful, verifiable income derived from social security, or any form of federal, state or local public assistance or housing assistance, grant of loan program, including the federal housing subsidy known as ‘Section 8,’ any disability payment, and assistance, or grant or loan program from a private housing assistance organization.”
**Administrative or court enforcement:** Both

**Attorney’s fees:** Discretionary

**Relevant Cases**

*35 Ossining LLC v. Thornton (981 N.Y.S.2d 503)*

*County of Westchester v. U.S. Dept. of Housing and Urban Development (2013 WL 4400843):* In order to receive certain federal funding from HUD, the County must certify that it will meet a variety of fair housing obligations, including that the County will affirmatively further fair housing (“AFFH”). See 42 U.S.C. § 5304(b)(2). As part of its duty to AFFH, the County was required to conduct an analysis of impediments, or AI, that analyzes the existence and impact of racial discrimination in barriers to housing opportunities. In the 2009 Opinion, the Court ruled that the County's certifications to HUD were false as a matter of law. Later that year, on August 10, 2009, the United States and the County entered into a Stipulation and Order of Settlement and Dismissal (“Settlement”), which required the County inter alia to complete a revised AI analyzing impediments to fair housing based on race that must be deemed acceptable by HUD; promote a model zoning ordinance to advance fair housing; and promote legislation to ban source-of-income discrimination in housing.

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**West Seneca:**

**Citation:** West Seneca Fair Housing Code Ch. 71

**Date passed:** 3/5/1979

**Operative Language:** “It shall be unlawful: http://www.ecode360.com/?custId=WE0417&guid=6842330&j=23 A. To refuse to sell or rent or refuse to negotiate for the sale or deny a dwelling to any person because of race, color, religion, sex, age, marital status, handicap, national origin, source of income or because the person has a child or children.”

**Administrative or court enforcement:** Both

**Attorney’s fees:** Discretionary

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**Cities in Ohio**

**Linndale:**

**Citation:** Chapter 515, codified ordinances of Linndale, Ohio

**Date passed:** Ord. 2012-06. Passed 5/1/2012.
Operative Language: 515.01 Determination of Policy. “It is hereby determined to be the continuing policy of the Village of Linndale to do all things necessary and proper to secure for all its citizens their right to equal housing opportunities regardless of their race, color, religion, sex, familial status, as defined in Section 4112.01 of the Ohio Revised Code, national origin, disability as defined in that section, ancestry, military status, sexual orientation, gender identity, and source of income.”

Administrative or court enforcement: Both

Attorney’s fees:

| South Euclid: |

Citation: Chapter 1408, Chapter 522.01, Chapter 552.03, Chapter 552.23 codified ordinances of South Euclid, Ohio

Date passed: Ord. 07-15. Passed 9/30/2015, (Ord. 12-17. Passed 4-9-18.),

Operative Language: 1408.01 Purpose. “It is hereby declared to be the purpose of this chapter to provide, within constitutional limitations, for fair housing throughout the City, to assure that all persons have full and equal opportunity to consider all available housing for themselves and their families within the City without being discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, age, ancestry, disability, including people associated with or residing with a person meeting the definition of a disability, ethnic group, marital status, familial status, national origin, military status, association with someone of a protected class, sources of income, or receipt of public assistance and to promote a stable, racially integrated community.”

552.01 Definitions: (e) "Discriminate, discrimination or discriminatory" means any act, policy or practice that, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's age, race, color, creed, religion, national origin, ancestry, disability, marital status, military status, gender, gender identity or expression, sexual orientation, source of income, ethnic group, or physical characteristic.

552.03 PROHIBITED ACTS OF DISCRIMINATION RELATING TO HOUSING AND REAL ESTATE TRANSACTIONS.
(a) With regard to housing and real estate transactions, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason: For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these, or any other person, for the purposes of inducing a real estate transaction from which such person may benefit financially to represent that a change has occurred or will or may occur in the composition with respect to age, race, color, creed, religion, national origin, ancestry, disability,
marital status, military status, gender, gender identity or expression, sexual orientation, source of income, ethnic group, or physical characteristic of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior, or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");

552.23 EQUAL OPPORTUNITY.
No person shall be denied the right to purchase or lease a condominium unit in the City because of age, race, color, creed, religion, national origin, ancestry, disability, marital status, military status, gender, gender identity or expression, sexual orientation, source of income, ethnic group, recipient of public assistance or physical characteristic.

Administrative or court enforcement: Both

Attorney’s fees: Yes

University Heights:

Citation: Chapter 820, codified ordinances of the City of University Heights


Operative Language: 113.01 Policy. “It is hereby declared to be the purpose of this chapter to provide, within constitutional limitations, for fair housing throughout the City, to assure that all persons have full and equal opportunity to consider all available housing for themselves and their families within the City without being discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, age, ancestry, disability, familial status, or national origin, military status, association with a protected class or source of income, and to promote a stable, racially integrated community.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

Warrensville Heights:

Citation: Chapter 113, codified ordinances of the City of Warrensville Heights

Operative Language: 113.01 Policy. “It is hereby designated to be the continuing policy of the City to do all things necessary and proper to secure for all citizens their right to equal housing opportunities regardless of their race, color, creed, sex, religion, family status, disability or national origin, ancestry, military status, sexual orientation, gender identity or source of income.”

Administrative or court enforcement: Both

Attorney’s fees: None listed

Wickliffe:

Citation: Chapter 1103, codified ordinances of the City of Wickliffe
http://www.conwaygreene.com/wickliffe/lpext.dll?f=templates&fn=main-h.htm&2.0


Operative Language: “Source of Income” is not defined in the ordinance, but all forms of housing discrimination based on source of income are prohibited.

Administrative or court enforcement: Court

Attorney’s fees: None listed

Cities in Pennsylvania

Borough of State College:

Citation: Code of Ordinances of the Borough of State College Ch. V, §501 et seq.

Date passed: 3/9/1993

Operative Language: “‘Source of income’ means income received through any legal means including, but not limited to, wages, salaries, interest, dividends, child support, alimony, public assistance, pensions or other retirement benefits, social security or other documentation of ability to pay. Nothing herein shall be construed to mean a landlord must rent to someone who does not have the ability to pay.”

Administrative or court enforcement: Administrative. If mediation fails, subsequent civil enforcement may be available.

Attorney’s fees: Yes
Philadelphia:

Citation: Philadelphia Code Ch. 9-1100 et seq.

Date passed: 1980

Operative Language: “Source of Income. Shall include any lawful source of income, and shall include, but not be limited to, earned income, child support, alimony, insurance and pension proceeds, and all forms of public assistance, including Aid For Dependent Children and housing assistance programs.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

Pittsburgh:

(suspended)

Citation: Ordinance supplementing the Pittsburgh Code of Ordinances, Title Six: Conduct, Article Five: Discrimination, Chapter 659: Unlawful Practices, Section 659.03: Unlawful Housing Practices by adding a new protected class, “Source of Income”

Date passed: 12/15/2015.

Operative Language: “§ 651.04 - DEFINITIONS. (jj) SOURCE OF INCOME. All lawful sources of income or rental assistance program, including, but not limited to, earned income, child support, alimony, insurance and pension proceeds, and all forms of public assistance including federal, state and local housing assistance programs. This includes the Section 8 Housing Choice Voucher Program.”

Relevant Case Law: This ordinance was only in effect for a short period of time before being struck down by a local court on the grounds that “the Section 8 program is voluntary.” Apartment Association of Metropolitan Pittsburgh, Inc. v. The City of Pittsburgh, No. GD 16-000596 (Pa. Ct. Com. Pl. filed Mar. 14 2018). In April of 2018 the city announced it would appeal the decision.

Cities in Tennessee

Memphis:

Citation: City of Memphis Fair Housing Ordinance, Ord. 4932 §10-36-1
**Date passed:** 3/5/2002

**Operative language:** "'Source of income’ means a regular, verifiable income, or its equivalent, from which an individual can pay rental, mortgage or other payments associated with the provision of housing. The term shall specifically include Section 8 vouchers or certificates issued by the United States Department of Housing and Urban Development”

**Administrative or court enforcement:** Both

**Attorney’s fees:** Yes

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### Cities in Texas

Note that local Source of Income Discrimination laws in Texas may be preempted by a state statute that purports to prohibit such laws; that state statute is currently being challenged in federal court (see descriptions below).

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### Austin:

**Citation:** City of Austin's Housing Ordinance, Ordinance Number 20141211-050

**Date passed:** 12/11/2014

**Operative language:** The Ordinance amended the City's fair housing code to prohibit landlords from refusing to rent to prospective tenants on the basis of "source of income," which is defined to include "housing vouchers and other subsidies provided by government or non-governmental entities." Unsuccessful court challenge to ordinance by property owners (*Austin Apartment Association v. City of Austin*) was followed by state legislative repeal (below). But in 2017, a fair housing act challenge to state preemption law was filed. The case was dismissed for lack of standing in 2018 (see below).

**Citation:** Section 250.007 of the Texas Local Gov't Code

**Date passed:** 9/1/2015

**Operative language:** REGULATION OF RENTAL OR LEASING OF HOUSING ACCOMMODATIONS. Except as provided by this section, a municipality or county may not adopt or enforce an ordinance or regulation that prohibits an owner, lessee, sublessee, assignee, managing agent, or other person having the right to lease, sublease, or rent a housing accommodation from refusing to lease or rent the housing accommodation to a person because the person's lawful source of income to pay rent includes funding from a federal housing assistance program.

(b) This section does not affect an ordinance or regulation that prohibits the refusal to lease or rent a housing accommodation to a military veteran because of the veteran's lawful source of income to pay rent.
(c) This section does not affect any authority of a municipality or county or decree to create or implement an incentive, contract commitment, density bonus, or other voluntary program designed to encourage the acceptance of a housing voucher directly or indirectly funded by the federal government, including a federal housing choice voucher.

**Relevant Case Law:**

1. *Austin Apartment Assn. v. City of Austin*, 89 F. Supp.3d 886 (W.D. Tex. 2015): Austin Apartment Association (the Association), a trade association whose members control rental properties serving over 192,000 households, claimed the Ordinance is invalid and sought a preliminary injunction against its enforcement. Specifically, the Association argued that the Ordinance is preempted by Texas and federal law, impairs the obligation of contracts in violation of the Texas Constitution, and constitutes a regulatory taking and due process violation under the Texas and United States Constitutions. The Court denied the motion for preliminary injunction. Case and appeal subsequently mooted by state legislation.


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**Dallas:**

**Citation:** Chapter 20A, “Fair Housing,” of the Dallas City Code, Ordinance No. 30246.

**Date passed:** 10/26/2016. However, the ordinance is partially blocked by a state preemption statute, Tex. Local Gov’t Code § 250.007, which outlaws local source of income laws in Texas, pending the outcome of court challenge to the law. See “Relevant Case Law” below.

**Summary:** “An ordinance amending Chapter 20A, “Fair Housing,” of the Dallas City Code by amending Sections 20A-2, 20A-3, 20A-4, 20A-5, 20A-7, and 20A-10; adding Section 20A-4.1; prohibiting discrimination in housing practices on the basis of source of income; providing that a recipient of a subsidy shall not discriminate against holders of housing vouchers; providing that a multifamily housing accommodation that receives a financial award shall set aside ten percent of
the dwelling units for housing voucher holders; providing a penalty not to exceed $500; providing a saving clause; providing a severability clause; and providing an effective date.”

Operative language:
SEC. 20A-2. DECLARATION OF POLICY.
“It is the policy of the city of Dallas, through fair, orderly, and lawful procedures, to promote the opportunity for each person to obtain housing without regard to race, color, sex, religion, handicap, familial status, national origin, or source of income. This policy is grounded upon a recognition of the right of every person to have access to adequate housing of the person’s own choice, and the denial of this right because of race, color, sex, religion, handicap, familial status, national origin, or source of income is detrimental to the health, safety, and welfare of the inhabitants of the city and constitutes an unjust deprivation of rights, which is within the power and proper responsibility of government to prevent.”

SEC. 20A-3. DEFINITIONS.
(21) “SOURCE OF INCOME means lawful, regular, and verifiable income from whatever source derived (including housing vouchers and other subsidies provided by government or non-governmental entities, child support, or spousal maintenance), except as prohibited by Texas Local Government Code, Section 250.007, as amended. For purposes of housing accommodations that benefit from a subsidy approved by the city council on or after the effective date of this ordinance, source of income includes housing choice vouchers and other federal, state, and local housing subsidies.
(22) SUBSIDY means a designated public subsidy matter, as that term is defined in Section 12A-15.2 of this code, as amended, or a density bonus, and that was approved by the city council.”

SEC. 20A-4. HOUSING VOUCHER INCENTIVES.
“In accordance with Section 250.007(c) of the Texas Local Government Code, as amended, the city hereby creates and implements the following voluntary program to encourage acceptance of housing vouchers, including vouchers directly or indirectly funded by the federal government.
(a) Subsidy. All housing accommodations that benefit from a subsidy approved by the city council on or after the effective date of this ordinance shall not discriminate against holders of any housing vouchers, including vouchers directly or indirectly funded by the federal government.
(b) Financial award. Multifamily housing accommodations that benefit from a financial award approved by the city council on or after the effective date of this ordinance shall set aside at least 10 percent of the dwelling units and solely lease those dwelling units to holders of housing vouchers, including vouchers directly or indirectly funded by the federal government, for a minimum of 15 years from the date of the initial issuance of the housing accommodation’s certificate of occupancy. Multifamily has the meaning assigned in Section 51A-4.209(b)(5) of the Dallas Development Code, as amended.”

See ordinance for defenses, complaint procedure, etc.

Administrative or court enforcement: Both

Attorney’s fees: Yes
State preemption law, Tex. Local Gov’t Code § 250.007:

Sec. 250.007. REGULATION OF RENTAL OR LEASING OF HOUSING ACCOMMODATIONS. Except as provided by this section, a municipality or county may not adopt or enforce an ordinance or regulation that prohibits an owner, lessee, sublessee, assignee, managing agent, or other person having the right to lease, sublease, or rent a housing accommodation from refusing to lease or rent the housing accommodation to a person because the person's lawful source of income to pay rent includes funding from a federal housing assistance program.

(b) This section does not affect an ordinance or regulation that prohibits the refusal to lease or rent a housing accommodation to a military veteran because of the veteran's lawful source of income to pay rent.

(c) This section does not affect any authority of a municipality or county or decree to create or implement an incentive, contract commitment, density bonus, or other voluntary program designed to encourage the acceptance of a housing voucher directly or indirectly funded by the federal government, including a federal housing choice voucher.

Added by Acts 2015, 84th Leg., R.S., Ch. 1140 (S.B. 267), Sec. 1, eff. September 1, 2015.


Counts/Cities in Washington

**Bellevue**

Citation: Bellevue City Code 9.20.045

Date passed: 1/30/1990

Operative Language: “No person shall refuse to rent a dwelling unit to any rental applicant solely on the basis that the applicant proposes to rent such unit pursuant to a Section 8 voucher or certificate issued under the Housing and Community Development Act of 1974 (42 USC 1437(F)); provided this section shall only apply with respect to a Section 8 certificate if the monthly rent on such residential unit is within the limits of fair market rent as established by the Department of Housing and Urban Development.”

Administrative or court enforcement: Both

Attorney’s fees: No
King County

Citation: King County Code 12.20.040

Date passed: March 2006 (applies only to unincorporated sections of King County)

Operative Language: “‘Discriminate’ means any action or failure to act, whether by single act or as part of a practice, the effect of which is to adversely affect or differentiate between or among individuals or groups of individuals, because or race, color, religion, national origin, ancestry, age, gender, marital status, parental status, participation in the Section 8 program, sexual orientation, disability, or use of a service or assistive animal by an individual with a disability.”

“‘Participation in the Section 8 program’ means participating in a federal, state or local government program in which a tenant’s rent is paid partially by the government, through a direct contract between the government program and the owner or lessor of the real property, and partially by the tenant.”

Administrative or court enforcement: Both

Attorney’s fees: Yes

Kirkland

Citation: Kirkland Municipal Code 1.12.020 Chapter 7.74

Date passed: 3/19/2013

Operative Language: “No person shall refuse to rent a dwelling unit to any rental applicant solely on the basis that the applicant proposes to rent such unit pursuant to a Section 8 voucher or certificate issued under the Housing and Community Development Act of 1974 (42 U.S.C. 1437f); provided, this section shall only apply with respect to a Section 8 certificate if the monthly rent on such residential unit is within the allowable rent as established by the Department of Housing and Urban Development. ‘Dwelling unit’ shall have the meaning set forth in KZC 5.250.” (Ord. 4384 § 2 (part), 2013)

Olympia

Citation: Olympia Municipal Code Title 5, Chapter 5.80

Operative Language: “It is declared to be the policy of the city in the exercise of its police power for the public safety, public health, and general welfare, for the maintenance of business and good government, and to assure equal opportunity to all persons to live in decent housing facilities regardless of race, color, religion, ancestry, national origin, gender, familial
status, the presence of any sensory, mental, or physical disability, the use of a trained guide dog or service animal by a disabled person, marital status, sexual orientation, or gender identity, or the perception thereof, or use of vouchers for payment of rent offered by any governmental agency on behalf of a prospective tenant or lessee, and to that end to prohibit discrimination in housing by any person, including real estate brokers, associate brokers, salespersons, owners of real property and lenders to forward the cause of community, and to secure a reduction of all tensions and discriminations because of race, color, religion, national origin, gender, familial status, the presence of any sensory, mental, or physical disability, the use of a trained guide dog or service animal by a disabled person, marital status, sexual orientation, or gender identity, or the perception thereof.”

**Administrative or court enforcement:** Both

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**Redmond**

**Citation:** City of Redmond Ordinance No. 2645, Ch. 6.38.010, 6.38.020

**Date passed:** 2/7/2012

**Operative Language:** “(A) No person shall refuse to rent a dwelling unit to any rental applicant solely on the basis that the applicant proposes to rent such a unit pursuant to a Section 8 voucher or certificate under the House and Community Development Act of 1974 (42 USC 1437(F)); provided this section shall only apply with respect to a Section 8 certificate if the monthly rent on such residential unit is within the allowable rent as established by the Department of Housing and Urban Development. ‘Dwelling unit’ shall have the meaning set forth in RZC 21.78.”

“Exceptions for this ordinance included permanent residents who are renting, sub-renting, leasing, or subleasing a single-family dwelling (6.38.030(A)(1)) or religious organizations wishing to rent to the same religion (6.38.030(A)(3)).”

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**Renton**

**Citation:** Renton Municipal Code Chapter 32 Section 6-32-1

**Operative Language:** Property owners, property managers, landlords, and their agents, who rent or lease dwelling units shall not refuse to rent or lease a dwelling unit to any tenant or potential tenant or otherwise discriminate or retaliate against such person solely on the basis that the person proposes to pay a portion of the rent using a Section 8 housing choice voucher or certificate issued under the Housing and Community Development Act of 1974 (42 U.S.C. 1437f). “Dwelling unit” shall have the meaning set forth in RMC 4-11-040. (Ord. 5847, 6-26-17; Ord. 5826, 11-7-16)

**Administrative or court enforcement:** Both
"Section 8 or other subsidy program" means short or long term federal, state or local government, private nonprofit, or other assistance programs in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program. Other subsidy programs include but are not limited to HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.

F. It is an unfair practice for an owner or lessor of real property, when determining tenant eligibility for purposes of leasing, subleasing, or renting real property, to apply income screening criteria (such as an income to rent ratio) in a manner inconsistent with the following:
   1. Any payment from a Section 8 or other subsidy program that reduces the amount of rent for which the tenant is responsible must be subtracted from the total of the monthly rent.
   2. All sources of income must be included as a part of the tenant's total income except in situations where the rental housing unit is subject to income and/or rent restrictions in a housing regulatory agreement or subsidy agreement and income is determined pursuant to the agreement.

H. It is an unfair practice for a person to fail to:
   1. Cooperate with a potential or current occupant in completing and submitting required information and documentation for the potential or current occupant to be eligible for or to receive rental assistance from Section 8 or other subsidy program
   2. Accept a written pledge or commitment by a Section 8 or other subsidy program to pay for past due or current housing costs, and court costs or reasonable attorney's fees already incurred and directly related to recovery of the unpaid housing costs lawfully owed, under all of the following conditions:
      a. By itself or in combination with: other payments from a Section 8 or other subsidy program, and any verifiable source of income including but not limited to wages, salaries, or other compensation for employment, and all alternative sources of income, the written pledge or commitment is sufficient to allow the occupant to become current on all
housing costs, and court costs or reasonable attorney's fees already incurred and directly related to the recovery of the unpaid housing costs lawfully

**Administrative or court enforcement:** Both

**Attorney’s fees:** Yes

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**Spokane**

**Citation:** Spokane Municipal Code Title 18, Chapter 8.01, Section 18.01.010

**Date passed:** 3/27/2017

**Operative Language:** The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

**Administrative or court enforcement:** Both

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**Tumwater**

**Citation:** Tumwater Municipal Code 5.70

**Date passed:** 2010

**Operative Language:** “It is declared to be the policy of the city in the exercise of its police power for the public safety, public health, and general welfare, for the maintenance of business and good government and for the promotion of the city’s trade, commerce and manufacturers, to assure equal opportunity to all persons to live in decent housing facilities regardless of race, color, religion, ancestry, national origin, gender, any sensory, mental, or physical disability, familial status, marital status, sexual orientation or use of federal housing assistance, and to that end to prohibit discrimination in housing by any person, including real estate brokers, real estate salesman and agents, owners of real property and lending institutions, to forward the cause of community, and to secure a reduction of all tensions and discriminations because of race, color, religion, national origin, gender, any sensory, mental, or physical disability, familial status, marital status, sexual orientation or use of federal housing assistance.”

**Administrative or court enforcement:** Both
Citation: Vancouver Municipal Code 8.45

Date passed: September 2015

Operative Language:

Section 8.45.010 Definitions

“As used in this section: ‘Dwelling unit’ means any building or portion thereof which contains living facilities including provisions for sleeping, eating, cooking and sanitation, including not more than one kitchen for not more than one family. ‘Source of income’ includes income derived from social security, supplemental security income, other retirement programs, and any federal, state, local, or nonprofit-administered benefit or subsidy programs, including housing assistance, public assistance, and general assistance programs. ‘Source of income’ does not include income derived in an illegal manner.”

Section 8.45.020 Refusal to rent based on source of income prohibited

“No person shall refuse to rent a dwelling unit to any rental applicant on the basis that the applicant proposes to rent such unit with a ‘source of income’ as defined in this Chapter.”

Section 8.45.030 Exceptions

“Nothing in this chapter shall:

A. Apply to the renting, subrenting, leasing, or subleasing of a portion of a single-family dwelling, wherein the owner or person entitled to possession thereof maintains a permanent residence, home or abode therein;

B. Be interpreted to prohibit any person from making a choice among prospective tenants on the basis of factors other than the source of income; 1. If income screening criteria are elected to be used, any source of income in the form of a rent voucher or subsidy must be subtracted from the total of the monthly rent prior to calculating if the income criteria have been met.

C. Prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on the basis of race, color, national origin or other illegal discriminatory basis;

D. Be construed to prohibit treating people with disabilities more favorably than people who do not have disabilities;
E. Be construed to protect criminal conduct; or

F. Prohibit any person from limiting the rental or occupancy of a dwelling based on the use of force or violent behavior by an occupant or prospective occupant, including behavior intended to produce fear of imminent force or violence against the person or property of the owner, manager, or other agent of the owner.”

Cities/Counties in Wisconsin

Relevant Case Law:
Knapp v. Eagle Property Management Corp., 54 F.3d 1272 (Wis. 1995) (finding that Section 8 federal rent assistance vouchers were not “lawful source of income” within meaning of Wisconsin Open Housing Act provision prohibiting landlords from discriminating in housing on basis of lawful source of income). Therefore, note that local ordinances need to include specific language on housing assistance to overcome this ruling.

Cambridge

Citation: Village of Cambridge Wisconsin Code of Ordinances § 9.36.010

Date passed:

Operative Language: “It is declared to be the policy of the village to assure equal opportunity to all persons to live in adequate housing facilities regardless of race, color, religion, ancestry, national origin, sex, handicap, sexual preference, marital status of persons maintaining a household, lawful source of income, place of birth, or age, and, to that end, to prohibit discrimination in housing by any persons.”

Cambridge follows WIS. STAT. § 106.50 and does not include Section 8 vouchers in “lawful source of income.”

Administrative or court enforcement: Administrative

Dane County

Citation: Dane County Code Ch. 31

Date passed: 8/6/1987

Operative Language: “Discriminate and discrimination mean to segregate, separate, exclude or treat any person or class of persons unequally because of race, gender, age, religion, color, national origin, ancestry, marital status of the person maintaining the household, family status, mental illness, physical condition, appearance, lawful source of income, including receipt of rental assistance under 24 Code of Federal Regulations Subtitle B, Chapter VIII [the “Section 8”
housing program], student status, arrest or conviction record, sexual orientation, military discharge status or political beliefs.”

**Administrative or court enforcement:** Both, however the Corporate Counsel refuses to enforce Section 8 cases.

**Attorney’s fees:** No

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**Madison**

**Citation:** Madison Code of Ordinances §39.03

**Date passed:** 10/29/1977

**Operative Language:** “Source of income includes, but shall not be limited to, moneys received from public assistance, pension, and Supplementary Security Income (SSI). Source of income shall be limited to legally derived income.”

“Housing. It shall be an unfair discrimination practice and unlawful and hereby prohibited for any person having the right of ownership or possession or the right of transfer, sale, rental or lease of any housing, or the agent of any such person: (a) To refuse to transfer, sell, rent or lease, to refuse to negotiate for the sale, lease, or rental or otherwise to make unavailable, deny or withhold from any person such housing because of sex, race, religion, color, national origin or ancestry, age, handicap/disability, marital status, source of income, including receipt of rental assistance under 24 Code of Federal Regulations Subtitle B, Chapter VIII [the "Section 8" housing program] . . .”

**Administrative or court enforcement:** Administrative

**Attorney’s fees:** No

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**Milwaukee**

**Citation:** Section 107.01 and Section 5 107.02(9) of the Milwaukee County Code of General Ordinances

**Date Passed:** 06/21/2018

**Operative Language:** “It is the intent of this chapter to render unlawful discrimination in housing and to enact this chapter pursuant to the authority granted to counties by s. 66.432(2) 66.1011, Wis. Stats. It is the declared policy of the county that all persons shall have an equal opportunity for housing regardless of sex, race, color, disability, religion, creed, national origin or ancestry, marital status of a person maintaining a household, lawful source of income, receipt of rental or housing assistance, age, sexual orientation, as defined in s. 111.32(13m)”
“Receipt of rental or housing assistance” means the receipt of any form of financial contribution from a third party for the purposes of creating or keeping affordable housing for tenants, purchasers, or other potential housing recipients, including but not limited to, assistance provided pursuant to Title 42, United States Code, section 1437f 137 (commonly known as the “Section 8” housing program), the HOME Partnership Program, the Community Development Block Grant program, or any other public or private rental assistance vouchers or programs. It shall not be considered unlawful discrimination in housing for a housing provider to (1) refuse to accept emergency assistance funds under s. 49.138, Wis. Stats., or (2) refuse to accept any other public rental assistance or voucher if such rental assistance or voucher does not fully reimburse the housing provider for the amount of rent due at the time a rental assistance or voucher payment is made.”

Administrative or Court Enforcement: Administrative

Attorney’s Fees: No

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Ripon

Citation: Ripon Municipal Code § 12.48

Date passed: 12/21/1988

Operative Language: “In connection with any of the transactions set forth in this section which affect any housing accommodation on the open market or in connection with any public sale, purchase, rental, financing or lease of any housing accommodation, it is unlawful within the city of Ripon for a person, owner, financial institution, real estate broker or real estate salesman, or any representative of the above, to: A. Refuse to sell, purchase, rent or lease, or deny to or withhold any housing accommodation from a person because of his or her race, color, religion, age, ancestry, national origin, gender, sexual orientation, disability, marital status, familial status, lawful source of income, or place of birth.”

Ripon follows Wis. Stat. § 106.50 and does not include Section 8 vouchers in “lawful source of income.”

Administrative or court enforcement: Administrative

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Sun Prairie

Citation: Sun Prairie Code of Ordinances § 9.20.010

Date passed: 10/6/2007

Operative Language: “‘Protected class’ includes persons of a specific race, color, religion, ancestry, national origin, sex, handicap, sexual preference, marital status of person maintaining a
“Discrimination’ or ‘discriminatory housing practice’ means any difference in treatment based upon race, color, religion, sex, or national origin; or any act that is unlawful under this chapter. Discrimination as defined in this chapter does not include, and specifically exempts defining any of the following as protected classes for purposes of fair housing discrimination unless required by state statute or federal law: . . .

5. Refusal of Section 8 housing tenants, if not otherwise income qualified, if the owner has either refused all Section 8 tenants or if they have previously set capacity controls on the number of Section 8 units allowed within the property.”

Administrative or court enforcement: Administrative

Attorney’s fees:

Wauwatosa

Citation: Wauwatosa Municipal Code § 15.22

Date passed: 8/5/1986

Operative Language: “‘Discriminate’ and ‘discrimination’ mean to segregate, separate, exclude or treat any person unequally only because of sex, race, color, sexual orientation as defined in Section 111.32(13m) of the Wisconsin Statutes, handicap, religion, national origin, familial status, sex or marital status of the person maintaining a household, lawful source of income, age or ancestry.”

Wauwatosa follows Wis. Stat. § 106.50 and does not include Section 8 vouchers in “lawful source of income.”

Administrative or court enforcement: Court
STATE AND LOCAL INCENTIVES TO PROMOTE ACCEPTANCE OF HOUSING CHOICE VOUCHERS

ILLINOIS

Citation: Chapter 35. Revenue § 200/18-173

Date Passed: 8/15/2014

Operative Language: Housing opportunity area abatement program.
(a) For the purpose of promoting access to housing near work and in order to promote economic diversity throughout Illinois and to alleviate the concentration of low-income households in areas of high poverty, a housing opportunity area tax abatement program is created.
(c) The owner of property located within a housing opportunity area who has a housing choice voucher contract with a housing authority may apply for a housing opportunity area tax abatement by annually submitting an application to the housing authority that administers the housing choice voucher contract. The application must include the number of housing opportunity units as well as the total number of dwelling units contained within the property. The owner must, under oath, self-certify as to the total number of dwelling units in the property and must self-certify that the property is in substantial compliance with local building codes. The housing authority shall annually determine the number of qualified units located within each property for which an application is made. The housing authority shall establish rules and procedures governing the application processes and may charge an application fee. The county clerk may audit the applications to determine that the properties subject to the tax abatement meet the requirements of this Section. The determination of eligibility of a property for the housing opportunity area abatement shall be made annually; however, no property may receive an abatement for more than 10 tax years.
(d) The housing authority shall determine housing opportunity areas within its service area and annually deliver to the county clerk, in a manner determined by the county clerk, a list of all properties containing qualified units within that service area by December 31st of the tax year for which the property is eligible for abatement; the list shall include the number of qualified units and the total number of dwelling units for each property. The county clerk shall deliver annually to a housing authority, upon that housing authority's request, the most recent available equalized assessed value for the county as a whole and for those taxing districts and townships so specified by the requesting housing authority.
(e) The county clerk shall abate the tax attributed to a portion of the property determined to be eligible for a housing opportunity area abatement. The portion eligible for abatement shall be determined by reducing the equalized assessment value by a percentage calculated using the following formula: 19% of the equalized assessed value of the property multiplied by a fraction where the numerator is the number of qualified units and denominator is the total number of dwelling units located within the property.
(f) Any municipality, except for municipalities with 1,000,000 or more inhabitants, may annually petition the county clerk to be excluded from a housing opportunity area if it is able to demonstrate that more than 2.5% of the total residential units located within that municipality are occupied by tenants under the housing choice voucher program. Properties located within an
excluded municipality shall not be eligible for the housing opportunity area abatement for the tax year in which the petition is made.

(g) Applicability. This Section applies to tax years 2004 through 2024, unless extended by law.


OREGON

Citation: ORS 456.378. Housing Choice Landlord Guarantee Program

Date Passed: 2013

Operative Language:

(1) The Housing and Community Services Department shall develop and implement the Housing Choice Landlord Guarantee Program for the purpose of providing financial assistance to landlords to mitigate damages caused by tenants as a result of occupancy under the Housing Choice Voucher Program.

(2) Landlords that are eligible for assistance under the Housing Choice Landlord Guarantee Program must obtain a judgment against the tenant, following a hearing in which the landlord proves the amount of damages, in either the small claims department of a circuit court or a circuit court for the county in which the property is located. Assistance is limited to reimbursement for only those amounts in the judgment that are related to property damage, unpaid rent or other damages:

   (a) Caused as a result of the tenant’s occupancy under the Housing Choice Voucher Program;
   (b) That exceed normal wear and tear; and
   (c) That are in excess of $500 but not more than $5,000 per tenancy.

(3) A landlord must submit a claim for assistance to the department within one year of obtaining a judgment against a tenant pursuant to subsection (2) of this section.

(4) The department may contract with a public or private provider for the administration of the Housing Choice Landlord Guarantee Program. The department is not subject to the provisions of ORS chapter 279A or 279B in awarding a contract under the provisions of this subsection. The department shall establish by rule procedures for inviting proposals and awarding contracts under this subsection.

(5) The department shall adopt rules to implement the provisions of this section, including but not limited to prescribing additional qualifications and requirements that must be met by landlords
and the form of application that must be submitted to the department to receive assistance under the program. [2013 c.740 §3; 2017 c.271 §2]

**VIRGINIA**

**Citation:** § 58.1-439.12:04. Tax Credits for Technology Industries Grants for Investment and Research and Development in Tobacco-Dependent Localities.

**Date Passed:** 3/7/2016

**Operative Language:** “B. For taxable years beginning on or after January 1, 2010, a participating landlord renting a qualified housing unit shall be eligible for a credit against the tax levied pursuant to § 58.1-320 or 58.1-400 in an amount equal to 10 percent of the fair market value of the rent for the unit, computed for that portion of the taxable year in which the unit was rented by such landlord to a tenant participating in a housing choice voucher program. The Department of Housing and Community Development shall administer and issue the tax credit under this section. If (i) the same parcel of real property contains four or more dwelling units and (ii) the total number of qualified housing units on the parcel in the relevant taxable year exceeds 25 percent of the total dwelling units on the parcel, then the tax credit under this section shall apply only to a limited number of qualified housing units with regard to such parcel of real property, with the limited number being equal to 25 percent of the total dwelling units on such parcel of real property in the taxable year.

C. The Department of Housing and Community Development shall issue tax credits under this section on a fiscal year basis. The maximum amount of tax credits that may be issued under this section in each fiscal year shall be $250,000.

D. Participating landlords shall apply to the Department of Housing and Community Development for tax credits under this section. The Department of Housing and Community Development shall determine the credit amount allowable to the participating landlord for the taxable year and shall also determine the fair market value of the rent for the qualified housing unit based on the fair market rent approved by the United States Department of Housing and Urban Development as the basis for the tenant-based assistance provided through the housing choice voucher program for the qualified housing unit. In issuing tax credits under this section, the Department of Housing and Community Development shall provide a written certification to the participating landlord, which certification shall report the amount of the tax credit approved by the Department. The participating landlord shall attach the certification to the applicable income tax return.

E. The Board of Housing and Community Development shall establish and issue guidelines for purposes of implementing the provisions of this section. The guidelines shall provide for the allocation of tax credits among participating landlords requesting credits. The guidelines shall be exempt from the Administrative Process Act (§ 2.2-4000 et seq.).

F. In no case shall the amount of credit taken by a participating landlord for any taxable year exceed the total amount of tax imposed by this chapter for the taxable year. If the amount of credit issued by the Department of Housing and Community Development for a taxable year exceeds the landlord's tax liability imposed by this chapter for such taxable year, then the amount
that exceeds the tax liability may be carried over for credit against the income taxes of the participating landlord in the next five taxable years or until the total amount of the tax credit issued has been taken, whichever is sooner. Credits granted to a partnership, limited liability company, or electing small business corporation (S corporation) shall be allocated to the individual partners, members, or shareholders, respectively, in proportion to their ownership or interest in such business entities.

G. In the event that the amount of the qualified requests for tax credits for participating landlords in the fiscal year exceeds $250,000, the Department of Housing and Community Development shall pro rate the tax credits among the qualified applicants.”


WASHINGTON

Citation: Section 2 of E2SHB 2578.SL (Laws of 2018)

Date Passed: 3/15/2018

Operative Language:

NEW SECTION. Sec. 2. A new section is added to chapter 43.31 RCW to read as follows:

(1) Subject to the availability of funds for this purpose, the landlord mitigation program is created and administered by the department. The department shall have such rule-making authority as the department deems necessary to administer the program. The following types of claims related to landlord mitigation for renting private market rental units to low-income tenants using a housing subsidy program are eligible for reimbursement from the landlord mitigation program account:

   (a) Up to one thousand dollars for improvements identified in section 1(1)(a) of this act. In order to be eligible for reimbursement under this subsection (1)(a), the landlord must pay for the first five hundred dollars for improvements, and rent to the tenant whose housing subsidy program was conditioned on the real property passing inspection. Reimbursement under this subsection (1)(a) may also include up to fourteen days of lost rental income from the date of offer of housing to the applicant whose housing subsidy program was conditioned on the real property passing inspection until move in by that applicant;

   (b) Reimbursement for damages as reflected in a judgment obtained against the tenant through either an unlawful detainer proceeding, or through a civil action in a court of competent jurisdiction after a hearing;

   (c) Reimbursement for damages established pursuant to subsection (2) of this section; and

   (d) Reimbursement for unpaid rent and unpaid utilities, provided that the landlord can evidence it to the department's satisfaction.
Citation: Section 1010 of ESHB-2380 (Laws of 2016)

Date Passed: 4/18/2016

Operative Language: Landlord Mitigation Program. “The Department of Commerce was directed by the 2016 Washington State Legislature to develop and implement a Landlord Mitigation Program. The program is designed to provide financial assistance to landlords of private market units to mitigate qualifying damages caused by tenants who use HUD’s Housing Choice Voucher Program to pay for their rent. Specifically, Section 1010 of ESHB-2380 (Laws of 2016) stated: "$125,000 of the appropriation is provided solely for landlord mitigation for the cost of damages that may be caused to private market units renting to housing choice voucher holders. In order to be eligible for assistance, a landlord must obtain a judgment against a tenant from the county in which the property is located. Participation is restricted to units within jurisdictions that prohibit denying tenancy based solely on the applicant's source of income. Reimbursement is allowed only for amounts related to property damage, unpaid rent, and other damages caused as a result of the voucher-holder tenant's occupancy. Damages must exceed normal wear and tear on the property and be in excess of $500 but not more than $5,000 per tenancy. A claim must be submitted within one year of obtaining a judgment against a tenant."

WHO CAN APPLY?
To be eligible for the program, a landlord must have leased a private market unit to a tenant using the HUD Housing Choice Voucher Program. For more details on the various Housing Choice Voucher types, visit HUD’s Housing Choice Voucher Program website. The damages to the rented unit/property must exceed normal wear and tear.

To qualify for this assistance, the landlord must first obtain a judgment against the tenant from a court in the county in which the rental property is located. The judgment claim must have been initiated no earlier than April 18, 2016 (which is the date the bill became law). An application for reimbursement under the Landlord Mitigation Program must be submitted to Department of Commerce within one year of the date of the judgment.

The rented unit/property in question must also be located in a jurisdiction that prohibits landlords from denying tenancy based solely on the tenant's source of income. To the Department of Commerce’s knowledge, the following locations currently have such protections in place. We recommend you check with authorities in your community, as local landlord-tenant ordinances vary and may change.

- Unincorporated King County
- Bellevue
- Redmond
- Kirkland
- Seattle
- Olympia
- Tumwater
- Vancouver
Reimbursements are limited to those amounts covered in a final judgment against a tenant who was a Housing Choice Voucher-holder during their tenancy. The landlord must submit an application for mitigation assistance to the Department of Commerce within one year of obtaining a judgment against a qualified tenant. The timeframe to appeal a judgment must have expired without appeal or there must be no outstanding appeal on the judgment.

**HOW MUCH CAN I BE REIMBURSED?**

Damages must exceed normal wear and tear on the property and must be in excess of $500, but not more than $5,000 *per tenancy*. Program assistance may be available on a judgment that exceeds $5,000, but the amount of assistance provided will not exceed $5,000.

For example, for a judgment of $7,000 in qualifying damages, a landlord may seek reimbursement for up to $5,000 of the qualifying damages. In such cases, the damages covered by this program must be clearly identified in the application submitted to the Department of Commerce. All reimbursement requests must be clearly substantiated by paid invoices of work performed. We cannot disburse funds for requests based solely on estimates.

**WHAT DAMAGES ARE COVERED?**

The following costs can be considered "damages" eligible for reimbursement under the Landlord Mitigation Program:

- Repairs or replacements due to property damage that exceed normal wear and tear
- Unpaid rent
- Other damages caused as a result of the tenant's occupancy and which are included in the judgment

If the judgment is $5,000 or less, and the landlord received payment from the tenant or a third party for some amount included in the judgment (such as any deposits retained by the landlord), the amount must be deducted from the request for reimbursement from the Landlord Mitigation Program. If a judgment exceeds the $5,000 program reimbursement limit, and the payment received, if any, does not reduce the total unpaid amount of the judgment below $5,000, the landlord may request assistance up to the $5,000 program limit.

For example, if $500 has been received toward satisfaction of a $7,000 court judgment, the landlord may still apply for the full $5,000 allowable from the program. However, if, after submitting an application for program assistance, a landlord receives payment for any claimed damages from a tenant or a third party, the landlord must notify the Department of Commerce within 10 days of such payment. If payment from another source (the tenant or a third party) results in an overpayment by Commerce, the landlord must provide restitution to the department for the overpaid assistance within 45 days. The Department of Commerce will maintain a record of mitigation assistance provided to landlords in order to determine if there have been any overpayments.

**WHAT IS THE PROCESS FOR APPLYING AND RECEIVING THE FUNDS?**

The application and submittal instructions are available for download here. After submitting the application and supporting materials, the Department of Commerce will notify the landlord within 10 days that the application was received and ask for additional information or clarifications, if needed. The department will process applications on a first come, first served basis. If all criteria for reimbursement are met, payments will be provided to the landlord within 45 days from the date the application is received.

Within 30 days of receiving financial assistance from the Department of Commerce, the landlord must file a **satisfaction of judgment** in the amount of assistance received from Commerce. A "partial satisfaction" must be filed if the judgment is *more* than the amount received. The
landlord must file satisfaction documents in the court that issued the judgment against the tenant. Landlords have 40 days from the date they received assistance to deliver a copy of the filed satisfaction of judgment to the Department of Commerce. If the assistance received from the department did not cover the full amount of the judgment, the landlord may pursue other means to complete the judgment.”

http://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program/
**PROPOSED LEGISLATION (and ABA RESOLUTION)**

**COLORADO**

**Citation:** Colorado House Bill No. 18-1432

**Status as of May 2018:** Passed by House of Representatives. Introduced into Senate Committee on State, Veterans, & Military Affairs and postponed indefinitely.

**Operative Language:**

*Section 1.* In Colorado Revised Statutes, 23-34-501, amend (4) and add (4.5) as follows:

24-34-501. Definitions. As used in this part 5, unless the context otherwise requires:

(4.5) “Source of income” means any lawful source of money paid directly, indirectly, or on behalf of a person, including: (a): Income derived from any lawful profession or occupation; and (b) Income of rental payments derived from any government or private assistance, grant, or loan program.

*Section 2.* In Colorado Revised Statutes 24-34-502, amend (1)(h) and add (1)(l),(1)(m),(1)(n),(1)(o),(1)(p), and (1)(q) as follows:

24-34-502. Unfair housing practices prohibited. (1) It shall be an unfair housing practice and unlawful and hereby prohibited:

(h) For any person to deny another person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility related to the business of selling or renting dwellings or to discriminate against such person in the terms or conditions of such access, membership, or participation on account of race, creed, color, religion, sex, sexual orientation, disability, marital status, familial status, or national origin or ancestry, or source of income;

(l) For any person to refuse to show, rent, or lease; to refuse to receive and transmit any bona fide offer to rent or lease; or to otherwise make unavailable or deny or withhold from another person any housing for rent or lease because of the person’s source of income;

(m) For any person to discriminate in the terms, conditions, or privileges pertaining to the rental or lease of any housing, or in the furnishing of facilities or services in connection therewith, because of a person’s source of income, including a person’s receipt of public housing assistance or a person’s participation in a third-party contract required by a public housing assistance program;
(n) For any person to make, print, or publish or cause to be made, printed, or published any notice or advertisement relating to the rental or lease of any housing that indicates any limitation, specification, or discriminated based on a person’s source of income;
(o) For any person to represent to another person that any dwelling is not available for rent or lease, when the dwelling is in fact available, for the purpose of discriminating against the person on the basis of the person’s source of income; and
(p) For any person, for profit, to induce or attempt to induce another person to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons with particular sources of income


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**HAWAII**

**Citation:** Hawaii Senate Bill No. 805

**Status as of April 2014:** Carried over to 2014 Regular Session

**Operative Language:** “Source of income” means any lawful source of money paid directly or indirectly to a renter or buyer of housing, including:
(1) Any lawful profession or occupation;
(2) Any government or private assistance, grant, loan, or rental assistance program, including low-income housing assistance certificates and vouchers under the United States Housing Act of 1937, as amended;”


**Citation:** Hawaii House Bill No. 676

**Status as of April 2014:** Carried over to 2014 Regular Session

**Operative Language:** “Source of income” means any lawful source of money paid directly or indirectly to a renter or buyer of housing, including:
(1) Any lawful profession or occupation;
(2) Any government or private assistance, grant, loan, or rental assistance program, including low-income housing assistance certificates and vouchers under the United States Housing Act of 1937, as amended;”


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**MARYLAND**

**Citation:** Maryland House Bill 759 (Home Act of 2016)

**Status:** Introduced on 2/8/2016
**Operative Language:** “FOR the purpose of expanding the housing policy of the State to include providing for fair housing to all citizens regardless of source of income; prohibiting a person from refusing to sell or rent a dwelling to any person because of source of income; establishing certain qualifications and limitations on the general prohibition against discrimination in housing based on source of income; prohibiting a person from discriminating against any person in the terms, conditions, or privileges of the sale or rental of a dwelling because of source of income; prohibiting a person from making, printing, or publishing certain types of materials with respect to the sale or rental of a dwelling that indicate a preference, limitation, or discrimination on the basis of source of income; prohibiting a person from falsely representing that a dwelling is not available for inspection, sale, or rental based on source of income; prohibiting a person from inducing or attempting to induce, for profit, a person to sell or rent a dwelling by making certain representations relating to the entry or prospective entry into the neighborhood of a person having a particular source of income; prohibiting a person whose business includes engaging in residential real estate transactions from discriminating against any person in making available a transaction, or in the terms or conditions of a transaction, because of source of income; prohibiting a person from denying a person, based on source of income, access to or membership or participation in, a service, an organization, or a facility relating to the business of selling or renting dwellings or from discriminating against a person in the terms or conditions of membership or participation; prohibiting a person from, by force or threat of force, willfully injuring, intimidating, or interfering with any person because of source of income and because the person is negotiating for the sale or rental of any dwelling or participating in any service relating to the business of selling or renting dwellings; defining a certain term; providing that this Act does not limit the rights or remedies that are otherwise available to a landlord or tenant under any other law; and generally relating to prohibitions against discrimination in housing based on source of income.”

**Citation:** Maryland House Bill 168

**Status as of April 2014:** Unfavorable Report by Environmental Matters Withdrawn

**Operative Language:** “‘Source of Income’” means any lawful source of money paid directly or indirectly to, or on behalf of, a renter or buyer of housing. Source of income includes income from:

1. A lawful profession, occupation, or job;
2. Any government or private assistance, grant, loan, or rental assistance program, including low-income housing assistance certificates and vouchers issued under the United States Housing Act of 1937.”

[http://mlis.state.md.us/2012rs/billfile/hb0168.htm](http://mlis.state.md.us/2012rs/billfile/hb0168.htm)

**Citation:** Maryland Senate Bill No. 643

**Status as of April 2014:** Referred to Committee

**Operative Language:** “SOURCE OF INCOME” INCLUDES INCOME FROM:
(I) A LAWFUL PROFESSION, OCCUPATION, OR JOB;
(II) ANY GOVERNMENT OR PRIVATE ASSISTANCE, GRANT, LOAN, OR RENTAL ASSISTANCE PROGRAM, INCLUDING LOW-INCOME HOUSING ASSISTANCE CERTIFICATES AND VOUCHERS ISSUED UNDER THE UNITED STATES HOUSING ACT OF 1937;

http://mlis.state.md.us/2011rs/billfile/sb0643.htm

Citation: Maryland Senate Bill No. 487

Status as of April 2014: Recommitted to Judicial Proceedings

Operative Language: SOURCE OF INCOME” INCLUDES INCOME FROM:
(I) A LAWFUL PROFESSION, OCCUPATION, OR JOB;
(II) ANY GOVERNMENT OR PRIVATE ASSISTANCE, GRANT, LOAN, OR RENTAL ASSISTANCE PROGRAM, INCLUDING LOW-INCOME HOUSING ASSISTANCE CERTIFICATES AND VOUCHERS ISSUED UNDER THE UNITED STATES HOUSING ACT OF 1937

http://mgaleg.maryland.gov/2013RS/bills/sb/sb0487F.pdf

NEW YORK

Citation: New York Assembly Bill No. A10077

Status as of March 2018: Referred to the Committee on Governmental Relations

Operative Language:

Section 1. Section 292 of the executive law is amended by adding a new subdivision 35 to read as follows:
35. THE TERM "SOURCE OF INCOME" SHALL INCLUDE: WAGES FROM LAWFUL EMPLOYMENT; CHILD SUPPORT; ALIMONY; FOSTER CARE SUBSIDIES; INCOME DERIVED FROM SOCIAL SECURITY, OR ANY FORM OF FEDERAL, STATE OR LOCAL PUBLIC ASSISTANCE; HOUSING AND RENTAL SUBSIDIES AND ASSISTANCE, INCLUDING SECTION 8 VOUCHERS; SAVINGS, INVESTMENT AND TRUST ACCOUNTS; AND ANY OTHER FORMS OF LAWFUL INCOME.

S 3. Paragraphs (a), (b) and (c) of subdivision 2-a of section 296 of the executive law, as amended by chapter 106 of the laws of 2003, are amended to read as follows:
(a) To refuse to sell, rent or lease or otherwise to deny to or withhold from any person or group of persons such housing accommodations because of the race, creed, color, disability, national origin, sexual orientation, military status, age, sex, marital status, [or] familial
status, OR SOURCE OF INCOME of such person or persons, or to represent that any housing accommodation or land is not available for inspection, sale, rental or lease when in fact it is so available.

(b) To discriminate against any person because of his or her race, creed, color, disability, national origin, sexual orientation, military status, age, sex, marital status, [or] familial status, OR SOURCE OF INCOME in the terms, conditions or privileges of any publicly-assisted housing accommodations or in the furnishing of facilities or services in connection therewith.

(c) To cause to be made any written or oral inquiry or record concerning the race, creed, color, disability, national origin, sexual orientation, membership in the reserve armed forces of the United States or in the organized militia of the state, age, sex, marital status, [or] familial status, OR SOURCE OF INCOME of a person seeking to rent or lease any publicly-assisted housing accommodation; provided, however, that nothing in this subdivision shall prohibit a member of the reserve armed forces of the United States or in the organized militia of the state from voluntarily disclosing such membership.

S 4. Subdivision 5 of section 296 of the executive law, as amended by chapter 106 of the laws of 2003, is amended to read as follows:

5. (a) It shall be an unlawful discriminatory practice for the owner, lessee, sub-lessee, assignee, or managing agent of, or other person having the right to sell, rent or lease a housing accommodation, constructed or to be constructed, or any agent or employee thereof:

(1) To refuse to sell, rent, lease or otherwise to deny to or withhold from any person or group of persons such a housing accommodation because of the race, creed, color, national origin, sexual orientation, military status, sex, age, disability, marital status, [or] familial status, OR SOURCE OF INCOME of such person or persons, or to represent that any housing accommodation or land is not available for inspection, sale, rental or lease when in fact it is so available.

(2) To discriminate against any person because of race, creed, color, national origin, sexual orientation, military status, sex, age, disability, marital status, [or] familial status, OR SOURCE OF INCOME in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or in the furnishing of facilities or services in connection therewith.

(3) To print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for the purchase, rental or lease of such housing accommodation or to make any record or inquiry in connection with the prospective purchase, rental or lease of such a housing accommodation which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color, national origin, sexual orientation, military status, sex, age, disability, marital status, [or] familial status, OR SOURCE OF INCOME, or any intent to make any such limitation, specification or discrimination.
http://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A10077&term=2017&Summary=Y&Text=Y

Citation: Governor’s Program Bill No. 23. Lawful Source of Income Non-Discrimination Act

Status: Introduced on 4/27/2018

Operative Language:

§ 2. Section 292 of the executive law is amended by adding a new subdivision 35 to read as follows:

35. The term “lawful source of income” shall include, but not be limited to, child support, alimony, foster care subsidies, income derived from Social Security, or any form of federal, state, or local public assistance or housing assistance including, but not limited to, Section 8 vouchers, or any other form of housing assistance payment or credit whether or not such income or credit is paid or attributed directly to a landlord, and other forms of lawful income.


RHODE ISLAND

Citation: Rhode Island Senate Bill No. 2301

Status as of March 2018: Senate Judiciary Committee recommended the measure be held for further study

Operative Language:

SECTION 1. Sections 34-37-1, 34-37-2, 34-37-3, 34-37-4 and 34-37-5.3 of the General Laws in Chapter 34-37 entitled "Rhode Island Fair Housing Practices Act" are hereby amended to read as follows:

34-37-1

(b) It is hereby declared to be the policy of the state to assure to all individuals regardless of …lawful source of income…, equal opportunity to live in decent, safe, sanitary, and healthful accommodations anywhere within the state in order that the peace, health, safety, and general welfare of all the inhabitants of the state may be protected and ensured.
(c) The practice of discrimination in rental housing based on the lawful source of income of an applicant for tenancy, or the potential or actual tenancy of a person with a minor child, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse is declared to be against public policy.

34-37-2. Right to equal housing opportunities – Civil Rights

The right of all individuals in the state to equal housing opportunities regardless of… lawful source of income… is hereby recognized as, and declared to be, a civil right. Nothing in this section shall prevent a landlord from proceeding with eviction action against a tenant who fails to comply with § 34-18-24(7)


When used in this chapter:

(18) The term "lawful source of income" means income or other assistance derived from Social Security; Supplemental Security Income; any other federal, state or local general public assistance, including medical assistance; any federal, state or local housing assistance, including Section 8 Housing as authorized by 42 U.S.C. §1437, and any other rental assistance; child support; or alimony.

http://webserver.rilin.state.ri.us/BillText/BillText18/SenateText18/S2301.pdf

Citation: Rhode Island House of Representatives Bill 7528

Status as of March 2018: House Judiciary Committee recommended the measure be held for further study

Operative Language:

SECTION 1. Sections 34-37-1, 34-37-2, 34-37-3, 34-37-4 and 34-37-5.3 of the General Laws in Chapter 34-37 entitled "Rhode Island Fair Housing Practices Act" are hereby amended to read as follows:

34-37-1

(b) It is hereby declared to be the policy of the state to assure to all individuals regardless of …lawful source of income, …equal opportunity to live in decent, safe, sanitary, and healthful accommodations anywhere within the state in order that the peace, health, safety, and general welfare of all the inhabitants of the state may be protected and ensured.
(c) The practice of discrimination in rental housing based on the lawful source of income of an applicant for tenancy,… is declared to be against public policy.

34-37-2. Right to equal housing opportunities – Civil Rights

“The right of all individuals in the state to equal housing opportunities regardless of … lawful source of income…, is hereby recognized as, and declared to be, a civil right. Nothing in this section shall prevent a landlord from proceeding with eviction action against a tenant who fails to comply with § 34-18-24(7)


When used in this chapter:

(18) The term "lawful source of income" means income or other assistance derived from Social Security; Supplemental Security Income; any other federal, state or local general public assistance, including medical assistance; any federal, state or local housing assistance, including Section 8 Housing as authorized by 42 U.S.C. §1437, and any other rental assistance; child support; or alimony.

http://webserver.rilin.state.ri.us/BillText/BillText18/HouseText18/H7528.pdf

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**VIRGINIA**

**Citation:** Virginia House Bill No. 1408

**Status as of February 13, 2018:** Left in Committee on General Laws

**Operative Language:**

§ 36-96.1:1. Definitions

For the purposes of this chapter, unless the context clearly indicates otherwise:

"Source of funds" means any source that lawfully provides funds to or on behalf of a renter or buyer of housing, including any assistance, benefit, or subsidy program, whether such program is administered by a governmental or nongovernmental entity.

§ 36-96.3. Unlawful discriminatory housing practices.

A. It shall be an unlawful discriminatory housing practice for any person to:
1. Refuse to sell or rent after the making of a bona fide offer or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, elderliness, source of funds, or familial status;

2. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in the connection therewith to any person because of race, color, religion, national origin, sex, elderliness, source of funds, or familial status;

3. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination or an intention to make any such preference, limitation, or discrimination based on race, color, religion, national origin, sex, elderliness, familial status, source of funds, or handicap. The use of words or symbols associated with a particular religion, national origin, sex, or race shall be prima facie evidence of an illegal preference under this chapter which shall not be overcome by a general disclaimer. However, reference alone to places of worship, including, but not limited to, churches, synagogues, temples, or mosques in any such notice, statement, or advertisement shall not be prima facie evidence of an illegal preference;

4. Represent to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, or handicap that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available;

5. Deny any person access to membership in or participation in any multiple listing service, real estate brokers’ organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or discriminate against such person in the terms or conditions of such access, membership, or participation because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, or handicap;

6. Include in any transfer, sale, rental, or lease of housing, any restrictive covenant that discriminates because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, or handicap for any person to honor or exercise, or attempt to honor or exercise, any such discriminatory covenant pertaining to housing;

7. Induce or attempt to induce to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, elderliness, familial status, source of funds, or handicap;

8. Refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise discriminate or make unavailable or deny a dwelling because of a handicap of (i) the buyer or renter; (ii) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (iii) any person associated with the buyer or renter;
9. *Discriminate* against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of a handicap of (i) that person, (ii) a person residing in or intending to reside in that dwelling after it was so sold, rented, or made available, or (iii) any person associated with that buyer or renter.

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**King County, WA**

**Citation:** Proposed Ordinance 2017-0176

This proposed legislation would extend the list of protections that are part of the Open Housing Chapter of the King County Code. Landlords would be prohibited from denying housing for potential tenants who have a verifiable alternative source of income, such as Social Security. The legislation also includes housing subsidies including Veterans Affairs Supportive Housing (VASH) vouchers, state Housing and Essential Needs (HEN) funds, or rapid rehousing assistance.

**Status:** Passed by King County Council on 4/16/18


**Operative Language:**

SECTION 2. Ordinance 5280, Section 1, as amended, and K.C.C. 12.20.010 are each hereby amended to read as follows:

This chapter is an exercise of the police power of King County for the protection of the public welfare, health, peace and safety of the residents of King County and in fulfillment of the state Constitution. The King County council finds and declares that practices of housing discrimination against any persons on the basis of race, color, religion, national origin, ancestry, age, gender, marital status, parental status, participation in the Section 8 program or other housing subsidy program, alternative source of income, sexual orientation, disability or use of a service or assistive animal by an individual with a disability constitute matters of local concern and are contrary to the public welfare, health, peace and safety of the residents of King County.

SECTION 3. Ordinance 5280, Section 2, as amended, and K.C.C. 12.20.020 are each hereby amended to read as follows:

B. "Alternative source of income" means lawful, verifiable income derived from sources other than wages, salaries, or other compensation for employment. It includes but is not limited to moneys derived from Social Security benefits, other retirement programs, supplemental security income, unemployment benefits, child support, the state Aged, Blind or Disabled Cash
Assistance Program, state Refugee Cash Assistance and any other federal, state, local government, private or nonprofit-administered cash benefit program.

J. "Participation in the Section 8 program or other housing subsidy program" means participating in a short- or long-term federal, state or local government, private, nonprofit or other assistance program in which a tenant's rent is paid either partially or completely by the program, through a direct arrangement between the program and the owner or lessor of the real property. Other housing subsidy programs include, but are not limited to, the federal Veteran Affairs Supportive Housing vouchers, state Housing and Essential Needs funds and short-term rental assistance provided by rapid rehousing subsidies.

ABA Resolution on Source of Income Discrimination

In August of 2017 the American Bar Association (ABA) House of Delegates adopted a Resolution urging federal, state, and local governments to “enact legislation prohibiting discrimination in housing on the basis of lawful source of income.” The report accompanying the resolution recognized that source of income discrimination presented a significant barrier to families who wanted to use Housing Choice Vouchers to move out of high poverty, racially segregated neighborhoods. The ABA Report on the Resolution noted that a Chicago study found that voucher holders could not access 70% of the city’s housing stock because of landlord’s refusal to accept vouchers. The Report relied on data showing that families who live in high poverty, racially segregated neighborhoods were more likely to have poor health outcomes and inferior educational and employment outcomes than their peers in more integrated, high-opportunity areas. Thus, the ABA found that supporting source of income discrimination laws would help it further its commitment to promoting “the human right to adequate housing for all” and preventing “infringement of that right.”

The ABA resolution can be a useful tool in state or local advocacy for SOI, and may be something that a state bar association or local lawyers association could consider emulating. Contact Antonia Fasanelli at afasanelli@hprplaw.org. The ABA Resolution and Report can be accessed here.
FEDERAL LAWS PROHIBITING DISCRIMINATION AGAINST HOUSING CHOICE VOUCHER FAMILIES

Capital Magnet Fund

From Interim Rule, 81 Fed. Reg. 25 (February 8, 2016):

12 CFR §1807.401(b) Nondiscrimination against rental assistance subsidy holders. The Recipient shall require that the owner of a rental unit cannot refuse to lease the unit to a Section 8 Program certificate or voucher holder (24 CFR part 982, Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

HOME Program

42 USC 12745 (a)(1)(D):
“(a)(1) Housing that is for rental shall qualify as affordable housing under this subchapter only if the housing –
(D) is not refused for leasing to a holder of a voucher or certificate of eligibility under section 1437f of this title because of the status of the prospective tenant as a holder of such voucher or certificate of eligibility”

24 CFR 92.252(d):
“(d) Nondiscrimination against rental assistance subsidy holders. The owner cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 — Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document

Low-Income Housing Tax Credit Program (LIHTC)

“(6) Buildings eligible for credit only if minimum long-term commitment to low-income housing…
(B) Extended low-income housing commitment. For purposes of this paragraph, the term ‘extended low-income housing commitment’ means any agreement between the taxpayer and the housing credit agency…”
(iv) which prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder…”

26 C.F.R. § 1.42-5(c)(1)(xi): Regulations Relating to IRS
“(c) Certification and review provisions—
(1) Certification. Under the certification provision, the owner of a low-income housing project must be required to certify at least annually to the Agency that, for the preceding 12- month period—

(xi) An extended low-income housing commitment as described in section 42(h)(6) was in effect (for buildings subject to section 7108(c)(1) of the Omnibus Budget Reconciliation Act of 1989, 103 Stat. 2106, 2308-2311), including the requirement under section 42(h)(6)(B)(iv) that an owner cannot refuse to lease a unit in the project to an applicant because the applicant holds a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437f (for buildings subject to section 13142(b)(4) of the Omnibus Budget Reconciliation Act of 1993, 107 Stat. 312, 438-439)”


Mark-to-Market

United State Housing Act of 1937, 42 U.S.C. § 1437f

24 C.F.R § 401.556: Regulations Relating to HUD
“A Restructuring Plan must prohibit any refusal of the owner to lease a unit solely because of the status of the prospective tenant as a section 8 voucher holder.”

Multifamily Properties Purchased from HUD

National Housing Act, 12 U.S.C § 1701z–12

“The Secretary shall require any purchaser of a multifamily housing project owned by the Secretary which is sold on or after October 1, 1978, to agree not to refuse unreasonably to lease a vacant dwelling unit in the project which rents for an amount not greater than the fair market rent for a comparable unit in the area as determined by the Secretary under section 1437f of Title 42 to a holder of a certificate of eligibility under that section solely because of such prospective tenant's status as a certificate holder.”
24 C.F.R § 290.19: Regulations Relating to Multifamily properties purchased from HUD

“The purchaser of any multifamily housing project shall not refuse unreasonably to lease a dwelling unit offered for rent, offer to sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), or any successor legislation. This provision is limited in its application, for tenants or applicants with Section 8 Certificates or their equivalent (other than Vouchers), to those units which rent for an amount not greater than the Section 8 Fair Market Rent, as determined by HUD. The purchaser's agreement to this condition must be contained in any contract of sale and also may be contained in any regulatory agreement, use agreement, or deed entered into in connection with the disposition.”

24 C.F.R § 290.39: Regulations Relating to Multifamily properties purchased from HUD

“(a) Nondiscrimination requirement. For any mortgage described in paragraphs (c) or (d) of this section that HUD sells without FHA mortgage insurance, the project owner shall not unreasonably refuse to lease a dwelling unit offered for rent, offer to sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is a certificate or voucher holder under 24 CFR part 982…

(c) Applicability to mortgages securing unsubsidized projects receiving project-based assistance (partially-assisted projects) or securing subsidized projects.

(1) The nondiscrimination requirement in paragraph (a) of this section applies to the project owner upon the sale of a mortgage without FHA mortgage insurance if, at the time HUD offers it for sale, the mortgage secures:

i) An unsubsidized project that receives any of the forms of assistance enumerated in paragraphs (4)(i) to (4)(iv) of the "subsidized project" definition in § 290.5; or

(ii) A subsidized project, as defined in § 290.3.

(2) This requirement shall continue in effect until the mortgage debt is satisfied.

(d) Covenant requirement for all delinquent mortgages sold without FHA mortgage insurance. This paragraph (d) applies to the sale of any mortgage that is delinquent at the time HUD offers it for sale without FHA mortgage insurance, without regard to the subsidy status of the project. The mortgage purchaser and its successors and assigns shall require the mortgagor to record a covenant running with the land as part of any loan restructuring or final compromise of the mortgage debt and shall include a covenant in any foreclosure deed executed in connection with the mortgage. The covenant shall set forth the nondiscrimination requirement in paragraph (a) of this section. The covenant shall continue in effect until a date that is the same as the maturity date of the mortgage sold by HUD.”
National Housing Trust Fund

The National Housing Trust Fund interim rule, 24 CFR part 93.303(d)(4), provides that properties receiving NHTF assistance “Do not exclude an applicant with a voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher program (24 CFR part 982) or an applicant participating in a HOME tenant-based rental assistance program (24 CFR part 92) because of the status of the prospective tenant as a holder of such voucher or comparable HOME tenant-based assistance document.”

Neighborhood Stabilization Act of 2008: In response to the federal loan and foreclosure crisis in the United States, the House of Representatives passed legislation which provided a loan and grant program for the distribution of money to areas severely impacted by foreclosures and predatory lending. Participants in this program cannot discriminate against holders of Section 8 vouchers. Section 8(h) of H.R. 5818.

[Related law: The Equal Credit Opportunity Act]

The Equal Credit Opportunity Act, 15 USC §1691 et seq, prohibits discrimination in the provision of credit, including discrimination “because all or part of the applicant’s income derives from any public assistance program,” 15 USC §1691(a)(2). The Act’s implementing regulations require that banks report any loans made or denied to multifamily properties that include units that are “income-restricted pursuant to Federal, State, or local affordable housing programs,” 15 CFR §1003.4 (a)(32) and discrimination in lending based on presence of these deed restricted units is prohibited (note however that the statute does not require reporting of units that receive portable tenant based Housing Choice Vouchers).

A note on federal preemption:

Does the lack of a landlord mandate in the Housing Choice Voucher program “preempt” state and local source of income discrimination protections?  No. “Nothing in part 982 is intended to pre-empt operation of State and local laws that prohibit discrimination against a Section 8 voucher-holder because of status as a Section 8 voucher-holder. However, such State and local laws shall not change or affect any requirement of this part, or any other HUD requirements for administration or operation of the program.” 24 C.F.R. 982.53(d).
The premier rental housing program created in part to reduce isolation of low-income renters is marked by a series of missed opportunities to provide expanded housing choice and upward socioeconomic mobility for those harmed by racial and economic segregation. The United States Department of Housing and Urban Development (HUD) never structured the program to address segregation, deconcentrate low-income persons, expand housing choice, or further fair housing. HUD's issuance of a new Fair Housing Act (FHA) rule, designed to affirmatively further fair housing, explicitly imposes detailed fair housing planning obligations on the public-housing authorities (PHAs) that administer voucher programs. Part I of the article describes the HCV Program's structure, purpose, and failure to fulfill its potential for expanding housing choice. Part II discusses the role of informed housing choice in transforming the HCV from a short-term instrument of survival to a long-term tool of opportunity. Part III conducts a case study using the dramatic expansion of HCV use in post-Katrina New Orleans following the hurricanes and accelerated public housing demolitions; this case study examines the clustering of vouchers and the extent to which the HCV Program delivers housing choice in a nondiscriminatory manner. Part V proposes tools for reforming the historical flaws in the HCV Program to affirmatively further fair housing.

The use of an administrative burden defense by defendants in a source of income discrimination case is wholly unsupported, and unsupportable, under the relevant laws. Not one of the seven state or local source of income laws analyzed provides an exception based upon administrative requirements or burdens. Creating an exception based upon these burdens would provide landlords with an easy ground upon which to evade compliance, rendering source of income protections nugatory. For a court to permit such an exception would be to nullify the laws, to render them meaningless by judicial fiat. This article examines existing source of income laws and analyzes the defense of administrative burden under those laws, concluding that there is no basis for this defense, with numerous independently dispositive grounds for rejecting it out of hand. Part I provides background on source of income discrimination in the United States. Part II provides an analysis of every case to date that has examined the administrative burden defense under source of income laws. Part III concludes by reviewing the multiple grounds upon which courts have found--and should find--the administrative burden defense impermissible.

Author points to a recent amendment to Cook County’s human rights ordinance that prohibits discrimination against Housing Choice Voucher (HCV) holders, and argues for Illinois to outlaw source of income (SOI) discrimination throughout the state to promote fair housing. The author presents research findings highlighting the impact SOI discrimination on HCV holders and their ability to move out of high-poverty, distressed neighborhoods into opportunity neighborhoods. The author also highlights the work of fair housing advocates in Cook County, who help monitor and enforce SOI discrimination. The author explains that some Cook County suburbs, such as Glenview, have attempted to nullify the recently amended ordinance by adopting retaliatory ordinances that repeal the protections for HCV holders.


Public sources of income that are targeted vary, but include everything from Social Security and unemployment compensation to food stamps, Temporary Assistance for Needy Families (TANF), and Section 8 housing participation; private sources include alimony and child support.8 Section 8 is perhaps the most well known of these federal income support programs: each year, over two million Section 8 vouchers are distributed to qualifying individuals and families.9 However, the Department of Housing and Urban Development (HUD) reports that in spite of the high number of vouchers distributed, approximately one-third of vouchers are returned unused.10 Low-income families and individuals who are denied housing on account of their vouchers are not left with many housing opportunities.


Some plaintiffs in Massachusetts are attempting to use the state voucher discrimination statute as a means to preserve expiring project-based housing. This approach, however, is problematic. While the Massachusetts voucher discrimination law might be an effective tool to combat voucher discrimination toward individual tenants in the open market, it cannot be interpreted to apply to expiring project-based housing contracts. Moreover, the regulatory regime governing both mortgage prepayment and failure to renew Section 8 contracts is extensive, and there is some authority to suggest that federal law might preclude utilizing state anti-discrimination law to require a developer to renew a federal contract.

Part II of this note summarizes the history of the relevant federal housing programs and Congress’ periodic attempts to adjust and maintain these programs. Part III discusses whether application of the Massachusetts voucher discrimination law to expiring project-based contracts is a viable cause of action. Part IV analyzes the interaction of the
Massachusetts voucher discrimination law with federal statutes and regulations, and whether federal law precludes application of the voucher discrimination law. Part V discusses alternative means of preserving expiring project-based units. Part VI concludes that while the voucher discrimination law may not be an effective tool for preserving project-based contracts, other alternatives may be applied with some success.


Author provides an overview of the status of voucher discrimination under federal law and argues for an amendment to the Fair Housing Act which would add voucher holders as a protected class. The author analogizes to a similar legal climate as existed prior to the addition of familial status as a protected class under the Fair Housing Act in the 1980s. The author argues that current State, county and city statutes and ordinances which protect against source-of-income discrimination do not go far enough to significantly reduce the occurrences of voucher holder discrimination. The author argues that in lieu of a Congressional amendment to the Fair Housing Act, the courts could allow voucher holders to bring disparate impact claims for voucher discrimination, and thereby support the goals and purposes of the federal legislation.


The U.S. Courts of Appeals for the Second and Seventh Circuits have held that, as a matter of law, a landlord who withdraws from the Section 8 voucher program cannot be held liable under the FHA, even if that action has a disproportionate impact on a protected class. In contrast, the Court of Appeals for the Sixth Circuit has held that a plaintiff can rely on evidence of disparate impact to show that a landlord violated the FHA by withdrawing from Section 8. This Note argues that in order to meet the FHA's goal of ending housing discrimination, landlords who withdraw from the Section 8 program should not be given a categorical exemption from liability under the FHA if that action has a disparate impact on a protected class.


Since the mid 1980s, a number of state and local governments have passed legislation mandating participation in the Section 8 program in an attempt to combat what they perceive to be “source of income discrimination” by landlords. By amending state and local fair housing statutes to prohibit discrimination based on source of income—a category that lawmakers and courts have defined to include Section 8 vouchers—these state and local governments have left landlords virtually no choice but to accept a Section 8 tenant or face a discrimination action. This Note argues that decisions by courts that uphold state and local discriminatory laws run counter to federal preemption doctrine and stand in violation of the Supremacy Clause of the United States Constitution. Part I
reviews the purpose and history of the Section 8 legislation, discusses the obstacles facing Section 8 voucher holders today, and reviews the legislation that federal, state, and local governments have passed to combat these problems. Part II summarizes the state cases that have rejected landlords' preemption defense, outlines federal preemption doctrine, applies preemption law to the state and local anti-discrimination regulations, and explains why the highest courts in Massachusetts, New Jersey, Connecticut, and Maryland reached the wrong result in holding that such state and local laws do not violate the Supremacy Clause.

Julie Becker, Rebecca Lindhurst & Antonia K. Fasanelli, *Case Note: D.C. Circuit says that enhanced-voucher tenants have "right to remain" and landlord's "benign motive" does not justify source-of-income discrimination*, 43 Clearing House J. Poverty L. & Pol’y 74 (2009).

Between 2004 and 2008 the District of Columbia’s active real estate market and the accompanying rise in sales prices for residential property increasingly pressured low-income tenants. Eager landlords saw opportunities to turn affordable rental housing into luxury properties. Our litigation (see Feemster v. BSA Limited Partnership, 548 F.3d 1063 (D.C. Cir. 2008)) and transactional efforts during this period allowed ten low-income tenants to keep their homes. We based our legal claims on our clients’ federal-law “right to remain” in their subsidized housing units and on District of Columbia landlord-tenant law.


The Section 8 Housing Choice Voucher Program (“Section 8”) is an important effort to make quality housing accessible to low-income families. Although the federal program is voluntary, several states, cities, and local communities have responded to the problem of landlord rejection of Section 8 tenants with laws prohibiting discrimination based on a prospective tenant's source-of-income. Mandatory Section 8 facilitates the program's success but also raises significant equity issues when individual landlords face unusually high burdens as a result of mandated participation. Further, mandatory participation undermines incentives to implement an efficient program because it removes the need to attract voluntary participants. As such, an exception is a necessary and desirable complement to a mandatory Section 8 scheme. An exception could be constructed as a statutory exemption or affirmative defense, or created through a play-or-pay approach. Finally, encouraging rather than coercing landlord participation offers significant advantages in achieving the program's objectives and is an important balance to mandated participation.


Author offers Chicago and its local law barring source-of-income discrimination as a potential model for creating a realistic solution to discrimination against section 8 voucher recipients. Focusing on the HCVP in Chicago, the author discusses the history
of the program and its limited effectiveness in the face of source-of-income discrimination. The city’s ordinance, subject to challenge in *Godinez v. Sullivan-Lackey*, was upheld by the Illinois Appellate Court. The case may serve as an example to other cities and municipalities of the legal viability of local fair housing ordinances. Although there are shortcomings to the local legislative approach, if states and cities add source-of-income protection to their legislative agendas, the goals of HCVP can be more likely realized.


This Article considers the issue of SOI discrimination, discussing its effects in practice as well as its status in laws, and recommends that SOI discrimination be addressed through a change to federal law. In order to better understand the consequences of such an amendment, this Article argues that the addition of a source of income protection provision requires engagement with both the antidiscrimination model and the social welfare paradigm. The addition of a source of income provision would be compatible with both social welfare and antidiscrimination laws.


Author presents an analysis of the failure of the Housing Choice Voucher Program in the face of the social trend towards racial and socio-economic segregation, the scarcity of affordable housing in many cities, and the difficulties of finding a landlord who will accept the voucher. Despite its goals, the rental subsidy program fails to protect its recipients from the discrimination that promotes segregation. Unless landlords are prevented from discrimination on the basis of source-of-income, real integration will not be possible.


Author presents an overview of source-of-income litigation and discusses remedies for the lack of protection given to source-of-income under federal law. Previous discrimination cases have met with success by molding source-of-income discrimination into discrimination of a protected category such as familial status or gender. In jurisdictions where source-of-income protection does exist, results have been mixed and suggest that existing protections are inadequate. Without a federal law banning source-of-income discrimination, section 8 voucher holders lack a meaningful choice in obtaining housing. The author examines Paula Beck’s proposal to amend the Fair Housing Act and rejects the proposed amendment as incomplete and unlikely. The author further suggests that given legislative intent and the purpose of the section 8 statute and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, protection against source-of-income discrimination may be implied in both laws. Given the public’s fears of judicial activism, however, the best approach may be for HUD to promulgate a rule prohibiting discrimination on the basis of income source.

Author discusses the failures of the section 8 program to promote integration, reviews the effectiveness of current state and federal laws to protect against source-of-income discrimination, and suggests that an amendment to the Fair Housing Act is needed. By prohibiting discrimination on the basis of source-of-income, the social and economic burdens of section 8 vouchers will be shifted from low income renters to the landlords and middle-income renters who are in a better position to absorb them.

Mark A. Malaspina, Note, *Demanding the Best: How to Restructure the Section 8 Housing-Based Rental Assistance Program*, 14 Yale L. & Pol’y Rev. 287 (1996).

Author reviews the flaws in the section 8 program, noting that many of the program’s problems result from inappropriate use of supply-side housing policies in a demand-side program (including federal eviction standards, housing quality requirements, and fixed payment structure which may fail to motivate voucher-holders). Author further suggests reforms to (1) improve the administration of the program by replacing local public housing authorities with regional government agencies, (2) increase mobility through the implementation of counseling services and extended deadlines for finding an acceptable apartment, and (3) introduce a new payment structure. Landlord acceptance of section 8 vouchers could be further increased by a federal nondiscrimination provision, barring source-of-income discrimination.


Over the past two years, courts have decided numerous cases where Section 8 voucher holders have sought enforcement of state and local laws that prohibit landlords from discriminating against tenants and applicants based upon source of income. Many of these cases have upheld local source of income statutes, rejecting landlord claims that local source of income laws are preempted. On what is usually the threshold question, courts have evaluated whether the state and local anti-discrimination protection covers the receipt of Section 8 assistance. Frequently, these cases have also addressed defenses raised by landlords that the rejection of a tenant with a Section 8 voucher was not discriminatory, but instead based upon legitimate reasons, such as burdensome program requirements, poor credit or insufficient income. The courts have usually rejected such claims as inadequate. This article briefly reviews these recent cases, as well as prior precedents addressing source of income issues where necessary.

Other Recent Studies of Source-of-Income Discrimination

Abstract: This pilot study uses rigorous paired testing methodology to explore landlord treatment of Housing Choice Voucher (HCV) holders during the initial stages of the housing search process. It is the first study to use paired testing methods across multiple sites to examine landlord treatment of HCV holders. The study finds that landlords often refuse to rent to HCV holders. In most cases, the landlord refusal takes place early in the search process, when a tester calls the landlord and asks whether Housing Choice Vouchers are accepted. In other cases, the landlord may suggest that vouchers are accepted, but subsequently fail to show up for a scheduled appointment. Landlord denial rates vary across the five study sites and may be influenced by factors such as state or local laws that prohibit discrimination by source of income (particularly local source of income laws that include protections for Section 8/voucher holders), housing market conditions, and voucher payment standards.


Summary: Authors examine the role landlords play in shaping the residential experience of low and moderate-income renters, especially those with housing choice vouchers. Authors use interview data from 127 landlords and property managers in Baltimore, Dallas, and Cleveland combined with ethnographic observations collected between 2013 and 2015 and 1.5 million administrative records on landlords and tenants in the HCV program from HUD’s 50058 database.


Fifteen tests were conducted with source of income as the basis of the tests, while 20 tests were conducted with familial status as the basis of the tests. Over half of the source of income based tests revealed concerning discrimination—three tests reflected outright denials of the Voucher, and five tests showed housing providers or property management companies disclosing incorrect or confusing information in response to questions about whether they accepted Vouchers from testers posing as potential applicants.

Results of this investigation indicate that source of income discrimination plays a clear role in maintaining, if not intensifying, racial segregation within the DC housing market. It also appears to be one piece of a complex confluence of factors that is leading African
American families to move out of the District altogether. In order to undo these legacies of segregation and displacement, multiple stakeholders must take decisive action.


Abstract: The Housing Center identified housing policies that limit choices of HCVP participants that include a region-wide voucher payment standard (Fair Market Rent) that is insufficient for participants to gain access to high-opportunity areas and the continual siting of Low Income Housing Tax Credit units, which are required to accept Housing Choice Vouchers, in low-opportunity neighborhoods throughout Cuyahoga County. Nearly 80% of HCVP participants surveyed reported that one barrier to finding housing is that landlords refuse (legally in most of Cuyahoga County) to accept housing vouchers, the most reported challenge. Using an investigatory technique known as “testing,” this report explores the role housing providers play in limiting the housing choices of HCVP participants in Cuyahoga County: how refusal to take a voucher might serve as a proxy for race-based discrimination and how limited housing choices perpetuate racial segregation. The Housing Center used race-based, matched-pair, email testing (one African American tester and one white tester per test) to compare the incidences of “unfavorable treatment” on the basis of race by housing providers that advertise that they do not accept housing vouchers (Experiment Group) compared to the prevalence of unfavorable treatment on the basis of race by housing providers that state no preference for housing vouchers (Control Group). Differences in race-based discrimination could show that housing providers are racially motivated when refusing to accept vouchers.


Summary: Article explains programs such as Housing Choice Vouchers, Section 8 Project-based Rental Assistance, and Public housing as well as the “202” and “811” Supportive Housing Programs for the Elderly and for People with Disabilities; Housing Opportunities for People with AIDS/HIC (HOPWA)l and McKinney-Vento permanent housing programs for the homeless. The authors also explain who is helped by federal rental assistance, who is eligible, how much assisted families pay for housing, the role of the private market, and the geographic location and funding of federal rental assistance.


The housing choice voucher program was designed with two main goals in mind: to eliminate concentrations of poverty and the social problems it causes and to provide poor households with greater access to higher-opportunity neighborhoods. However, research suggests that voucher holders would like to move to higher-opportunity neighborhoods, but often are unable to do so. One of the most prominent reasons for this is that, in most
cities and states, local law allows landlords to discriminate against potential tenants on the grounds of their “source of income” (SOI). This article reviews the literature on discrimination of voucher recipients and the potential for SOI antidiscrimination laws to mitigate some of these negative outcomes.

_Vouchers Help People of All Racial and Ethnic Backgrounds Afford Modest Housing_, Center on Budget and Policy Priorities (2016)

Summary: Infographic that details the share of the 2.2 million voucher households by race/ethnicity. Race/ethnicity categories are based on the household head. Household heads that identify as Hispanic/Latino are excluded from the other categories. Information was accumulated by CBPP tabulations of 2016 Department of Housing and Urban Development administrative data.


Summary: Do residential locations of Housing Choice Voucher (HCV) households reflect tenants’ preferences for neighborhood quality? Study results come from a three-part methodology: (1) survey of voucher holders to find neighborhood preferences and other factors in the consumer decision-making model, (2) geographic information system (GIS) analysis of actual locational outcomes in terms of neighborhood opportunity and transportation accessibility, and (3) quantitative analysis of the strength of preference–outcome relationships. The results reveal that survey participants placed high priority on neighborhoods that were safe and clean, and with quality schools. Despite this, higher priority on quality housing and search barriers affected the housing choice. As such, to a large extent, the residents did not live in places that met their location preferences. The study calls for an expansion of location assessment measures in the current policy framework and the provision of more information about housing and neighborhood options to voucher recipients.

_“The Answer”, Shelterforce Staff, Do Section 8 voucher holders increase crime in a neighborhood_, Shelterforce.org (2015)

Summary: One pager that details researchers’ efforts to determine whether there was any association between an increase in Housing Choice Vouchers (formerly known as Section 8 vouchers) and the crime levels in that neighborhood. They found no association, rather, that in reality an increase in crime predicts an increase in voucher holders the next year.


_Vouchers have come to be seen as a tool for promoting economic and racial/ethnic integration. Discrimination based on Source of Income (SOI), however, could hinder the_
use of vouchers to move to more desirable neighborhoods. State and local SOI anti-discrimination laws (SOI laws) are one policy response to address this issue. SOI laws make it illegal for landlords to discriminate against voucher recipients solely on the basis of their having a voucher. The research presented here tested whether SOI laws in the USA improve locational outcomes for voucher recipients. This research found that the impacts of SOI laws on locational outcomes are mixed. We found substantively important reductions in neighborhood poverty rates associated with the implementation of SOI laws and small but statistically significant reductions in minority concentration as well. The concentration of voucher recipients in a neighborhood, however, does not appear to be related to SOI law implementation.


Individuals participating in the HUD Housing Choice Voucher program, formerly Section 8, can rent units in the private market and are not tied to public housing projects in a specific neighborhood. We would expect vouchers to help poor families leave the ghetto and move to more diverse communities with higher socioeconomic opportunity, but many voucher holders remain concentrated in poor, segregated communities. We use longitudinal qualitative data from one hundred low-income African American families in Mobile, Alabama, to explore this phenomenon, finding that tenants’ limited housing search resources, involuntary mobility, landlord practices, and several aspects of the voucher program itself limit families’ ability to escape disadvantaged areas. We also find that the voucher program’s regulations and funding structures do not incentivize housing authorities to promote neighborhood mobility and residential choice. This combination of forces often keeps voucher recipients in neighborhoods with high concentrations of poor and minority residents.


Abstract: This report provides an update on source of income discrimination between 2011 and 2013 and confirms that while the Equal Rights Center’s outreach efforts have proven useful, discrimination against voucher holders persists. In the most recent testing, voucher holders were subject to discrimination 28 percent of the time. While much improved, continued education and advocacy is needed to address the more than 1 out of 4 voucher holders who still experience some form of discrimination.


Summary: This infographic explains that affordable housing development does not lower property values but actually might raise them. Researchers combed through seven

bibliographies and literature reviews and found 62 studies on the effects of affordable housing on property values.


In recent decades vouchers have come to be seen as a tool for promoting economic and racial/ethnic integration. The advantages of vouchers over project-based housing assistance depend on the ability of voucher recipients to locate a landlord who will accept the voucher. Some landlords wish to avoid the administrative burden associated with the voucher program. Other landlords perceive voucher recipients to be undesirable tenants and/or fear their other tenants would object to voucher recipients as neighbors. This type of discrimination based on SOI could hinder the use of vouchers to move to more desirable neighborhoods. State and local SOI anti-discrimination laws are one policy response to address this issue. SOI laws make it illegal for landlords to discriminate against voucher recipients solely on the basis of their having a voucher. The research presented here tested whether SOI laws improve locational outcomes for voucher recipients. This research found that SOI laws appear to have a modest impact on locational outcomes.


Vouchers are lauded both for being the most efficient way of delivering housing assistance to needy households and for the potential to allow poor households to access better neighborhoods. The success of vouchers is of course predicated on recipients being able to successfully use a voucher. For a number of reasons, including discrimination by landlords on the basis of source of income (i.e. a voucher), voucher recipients frequently cannot find apartments to lease. Using a difference-in-differences approach the research reported here examines how Source of Income anti-discrimination laws affect the utilization of housing vouchers. The findings indicate that utilization rates are higher among Local Housing Authorities in jurisdictions with Source of Income anti-discrimination laws. These findings suggest such laws can be an effective tool for increasing the rate at which vouchers are successfully utilized. In a time of scarce resources for affordable housing this is an important policy tool that should not be overlooked.

Voucher Holders Need Not Apply: An Audit Report on the Refusal of Housing Choice Vouchers by Landlords in the Austin MSA, Austin Tenants’ Council (2012)

Abstract: The Austin Tenants’ Council conducted this survey to measure the number of private landlords in the Austin MSA that accept Housing Choice Voucher Program subsidies to determine where in the MSA this rental housing is located. Such an audit is especially important as the area experiences record low apartment vacancy rates, a
shortage of affordable housing, and persistently segregated residential neighborhoods. While discrimination based on source of income is not illegal in Texas, understanding the rate at which voucher holders encounter source of income discrimination is essential to evaluating the effectiveness of the HCVP. Examining where the housing is located helps answer whether the HCVP is meeting its goal of increasing housing choice for low-income renters in areas of high opportunity with access to high-performing schools, sustainable employment, stable housing, safe neighborhoods, and health care.


This dissertation examines neighborhood concentration and quality outcomes for Housing Choice Voucher holders in 315 metropolitan areas (MSAs) in 2004, coupled with an in-depth analysis of move preferences and outcomes for a sample of new voucher holders in Seattle, Washington, in 2009. Results show that voucher holders lived in nearly all MSA neighborhoods and few experienced extremely high neighborhood poverty rates. However, assisted households were unevenly distributed in a manner similar to black residential segregation. On average, neighborhood quality for voucher holders was no better than that of similarly poor households or Low Income Housing Tax Credit unit locations. Results are consistent for the Seattle sample of households, who tended to shift from one low opportunity neighborhood to another. Results are more promising for black households specifically: on average nationally, black voucher holders lived in lower poverty, less distressed neighborhoods compared to similarly poor blacks in the same MSAs.

Regression analyses suggest voucher holders are more concentrated and live in higher poverty rate neighborhoods in MSAs that are more racially segregated, and where a larger share of voucher holders is minority. Average neighborhood poverty rates for voucher holders were slightly lower in areas with source of income anti-discrimination laws in place.

Survey results for the Seattle sample suggest location outcomes mirrored pre-program mobility preferences. Respondents who wanted to change neighborhoods tended to do so, and respondents who wanted to lease in place likely did so. Respondents who were dissatisfied with pre-program neighborhood quality were more likely to change neighborhoods and to experience improvements in quality. In contrast, place attachments and market perceptions were only weakly correlated with move preferences or outcomes. Importantly, dissatisfaction with pre-program neighborhood quality was the exception and not the norm. The majority of the sample was satisfied with their pre-program neighborhoods, despite living in areas that offered limited access to economic mobility opportunities.

Abstract: The U.S. Department of Housing and Urban Development has found that Section 8 voucher recipients are often unable to secure apartments outside of high-poverty areas in tight urban rental markets. However, intensive housing placement services greatly improve the success and mobility of voucher holders. Drawing on ethnographic research in the housing placement department of a private, nonprofit community-based organization, I first describe how fundamental problems in implementing the public subsidy program in a tight private rental market generate apprehension among landlords and voucher recipients that can prevent the successful use of vouchers. Second, I demonstrate how housing placement specialists can dispel and overcome this apprehension through a variety of tactics that require extensive soft skills and a deep commitment to the mission of housing poor families. These findings provide support for the increased use of housing placement services to improve success and mobility rates for Section 8 vouchers.


After describing the distinctive features of various policy models of residential mobility, we examine the long-term outcomes of the Gautreaux program. Administrative records provide baseline characteristics for all participants, and we located recent addresses for over 99 percent of a random sample of 1,506 participants an average of 14 years after original placement. Although 84 percent of the families made subsequent moves, the racial composition of the current address is strongly related to program placement, even among movers, and after family attributes and premove neighborhood characteristics are controlled. Combined with our prior findings, these results suggest that residential mobility has an enduring, long-term impact on the residential locations of these families. Contrary to models that assume that families’ enduring preferences will quickly erase these moves, these results suggest the need for further research to consider whether mobility alters preferences or structural barriers.


Abstract: This study evaluates the locational outcomes of the HCV program recipients in Columbus, Ohio from 1999–2005 against the program's policy goals of deconcentration and desegregation by examining the change in poverty and change in racial composition from pre to post-move neighborhoods. The results reveal that the mobility of recipients does not predict a change in poverty and a recipient's race does not predict a change in racial composition in neighborhoods. The findings suggest that the HCV program policy goals of deconcentration and desegregation are currently being met in Columbus, Ohio.

Abstract: Administrative data from the Department of Housing and Urban Development are used to assess the degree to which federal housing programs help low-income homebuyers and rents locate in neighborhoods where less than 10% of the population is below poverty. Research indicates that housing vouchers supplied to households are not helping renters locate in low poverty areas any more effectively than are current project-based subsidies. Additionally, a disproportionately high share of low-income homebuyers are locating in low-poverty neighborhoods than are low-income renters. Author recommends that housing planners seeking to make poverty deconcentration more effective use housing placement counselors, administer programs at the metropolitan scale, lease and broker market-rate housing directly, promote mixed-income LIHTC developments, practice inclusionary zoning, and monitor impacts of these efforts.


The Fair Housing Justice Center examines whether real estate brokers in New York City comply with the March 2008 addition of a prohibition on source-of-income discrimination to local fair housing law. The report focuses on the listings placed by brokers on the www.craigslist.org website during the month of July 2008. During that period, at least 363 postings used discriminatory language that made unavailable housing units based on receipt of Section 8 vouchers or of other “program” assistance. Seventy-six percent of those advertised units were priced at rates affordable to low- and moderate-income renters, and many were within the fair market rent allowed for voucher-holders. In response, the FHJC makes a number of recommendations aimed at strengthening and expanding fair housing enforcement activity: (1) City government should support systemic testing investigations; (2) fair housing organizations should increase efforts to notify state authorities when there is evidence of discrimination; and (3) fair housing enforcement should emphasize remedies that end discrimination, provide redress, and promote future compliance with fair housing laws. Additionally, the FHJC recommends that appropriate standards be created to evaluate the fair housing training received by brokers and that such training be required of all brokers. Finally, the FHJC also recommends that source-of-income protection be included in New York State fair housing law.


ACORN conducted three series of tests to document discrimination experienced by Section 8 voucher holders seeking to rent in New York City. Results indicated that only
a limited number (less than 21%) of property management companies offered apartments within voucher rent limits. Of these, less than half would accept a Section 8 voucher. In addition, only 13% of those apartments identified by common rental listing sources would accept vouchers. ACORN also found that over 40% of the units listed in the New York City Housing Authority’s own rental materials were unavailable. To remedy this, ACORN recommends that New York City adopt source-of-income/Section 8 protection similar to than in place in a number of other states and cities.


There are numerous mechanisms in place that perpetuate residential segregation in the United States. For decades, researchers have recognized that real estate agents have been a driving force behind steering, a major contributing factor to segregation in the United States. Recent studies indicate that large numbers of real estate agents continue to violate the laws that prohibit steering, some with full knowledge that they are violating the law. Whether the agent is maliciously withholding information from Black home seekers or offering a friendly suggestion to white prospective purchasers, the result is the same. A real estate agent's willingness to flout civil rights laws helps keep America segregated. Attorneys practicing in the field of affordable housing and community development are practicing in an area where race and poverty are constantly present. Whether these issues are at the forefront of our practice or fade into the background obscured by loan documents, zoning ordinances, or HUD regulations, an understanding of the continuing presence and evolving nature of these issues is critical to our work. Specifically, the topic of segregation is critical to practitioners of affordable housing and community development law because it negatively impacts either our clients or the clients of our direct clients. Segregation also impacts each of us individually. We are impacted generally as members of a segregated society; and, despite the fact that we are attorneys, we are not immune from civil rights violations of any type, including steering.


Abstract: Mobility is one mechanism used to address the federal goals of deconcentrating poverty and minorities. The Housing Choice Voucher Program relies on participants to make residential location decisions consistent with these goals. Our research investigates the level and impact of mobility on the neighborhood quality of voucher holders, their neighborhood conditions by race and ethnicity, and perceived obstacles to mobility within the jurisdiction of a Southern California housing authority. About one-third of the sample moved during the study and moving resulted in improved neighborhoods for only one subset of movers. Minorities live in more impoverished, overcrowded neighborhoods than nonminorities, even when controlling for mobility status, contract rent, and other factors. Further, most voucher holders see the lack of rental units as a major obstacle to mobility. These findings suggest that current policy is
not uniformly achieving deconcentration and that real and perceived barriers to mobility exist, especially for minorities.


Summary: This article discusses the importance of enforcement strategies that include testing and litigation to open up housing opportunities to low-income families. The combination of rising rents and fewer available apartments abetted by discriminatory practices created a housing crisis for low-income tenants. The enforcement program described in this article can be replicated in other jurisdictions where local or state civil rights laws include source-of-income discrimination provisions.


This study by Lawyers Committee for Better Housing seeks to substantiate the accounts of discrimination encountered by Section 8 voucher holders in the Chicago area. LCBH worked with two fair housing centers to conduct phone and in-person testing. The study finds that (1) voucher holders are routinely discriminated against, (2) evidence exists indicating increased discrimination against vouchers seeking to rent in an area designated by the Chicago Housing Authority as an “exception rent area,” and (3) evidence shows that vouchers face increased discrimination due to race and ethnicity. As a result, LCBH recommends: mandatory landlord education, education for voucher holders regarding their rights and remedies, increased enforcement of Chicago’s Fair Housing Ordinance, increased landlord testing for noncompliance with fair housing laws, greater inclusion of source-of-income protection of county and state laws, and implementation of a media campaign to debunk myths of renting to voucher holders.


Summary: Authors work to provide a national estimate of the success rate for Section 8 voucher holders in metropolitan areas and to compare success rates by demographic group and type of voucher issued. Authors also examine the role the tightness of a local housing market plays in success rates and in the time it takes successful voucher holders to lease a unit. In addition, authors examine the role specific PHA polices and procedures play in success rates. These policies and procedures include applicant screening criteria, the level at which the PHA sets the payment standard compared with HUD’s published Fair Market Rents (FMRs), and assistance provided to voucher holders searching for housing.
Susan J. Popkin & Mary K. Cunningham, The Urban Institute, *Searching for Rental Housing with Section 8 in Chicago Region* (2000).

This Urban Institute report examines the challenges facing a growing population of Section 8 voucher holders in Chicago and seeks to build on their 1999 study of unsuccessful voucher holders. The authors find that Chicago voucher holders have special needs as a group that will require a more intensive approach to housing counseling. Additionally, they find that few differences exist between those voucher holders who are successful at finding housing and those holders who are unsuccessful. Discrimination, financial barriers, and participants’ personal problems create barriers to finding housing through Section 8 in Chicago. Housing authorities must strategize as to how these difficulties can be managed.


This Urban Institute study examines the reasons behind voucher holders’ unsuccessful searches for housing in Chicago. The authors describe four types of discrimination: (1) racial discrimination; (2) discrimination against families with children; (3) discrimination against Section 8 tenants; and (4) discrimination against former public housing high rise residents now attempting to use Section 8 vouchers. Although the study found that many factors may contribute to families’ difficulty in locating housing, discrimination against voucher holders particularly demonstrates the need for mobility services to facilitate the transition to less segregated housing.


Summary: Author highlights the complexities of housing segregation, improvements that have been made, the impact of federal programs on segregation, mobility programs to achieve integration, the lingering problem of housing discrimination, and the cost of discrimination and segregation to society. Author argues three main points: (1) The Fair Housing Act was not designed to address segregation directly, so its ability to further promote integration, particularly where it is most intransigent, is limited, (2) current Federal housing programs aimed at reducing segregation have had only modest influence on segregation, and (3) government-supported initiatives to reduce segregation must address segregation directly, and not just discrimination.


Abstract: When families are provided with Section 8 vouchers or certificates, with moderate counseling and no program requirements as to where they should move, how far will they move and how successful will the moves be in terms of attaining greater feelings of safety? This article offers some answers to these questions through analysis of the experiences of households relocated from four distressed privately-owned subsidized developments.
developments in Baltimore, Newport News, Virginia; Kansas City, Missouri; and San Francisco. Even though many of the residents chose to remain in the same area, most improved their situation in terms of safety by moving. The overwhelming majority reported that they felt safer at their new location, noting a lower incidence of crime, better neighbors, less loitering, and better security features. Thus, this article contends that inner-city families need not make long-distance moves toward the suburbs to enhance their sense of security.


Two opposing hypotheses seek to explain why black-white residential segregation persists despite open housing laws. One perspective argues that discriminatory practices in the marketing of real estate are responsible. Another view contends that it is the preferences of both blacks and whites for their own neighborhoods that maintain segregation. Using data from the Detroit Area Study of 1976 and 1992, the authors test the hypothesis that stereotypes among whites play an important role in explaining their resistance to integrated neighborhoods. They conclude that stereotype use links white preferences to discriminatory real estate practices in a way that helps to explain the persistence of segregation in the Detroit area.

Other Resources

PRRAC’S Housing Mobility Webpage: www.prrac.org/projects/housingmobility.php

Housing mobility resources, program descriptions, and family stories: www.housingmobility.org
Acknowledgments

This compilation updates research originally compiled by PRRAC in 2009 and also drawing on earlier documents prepared by the National Housing Law Project and the Center for Policy Alternatives. PRRAC staff who have helped to compile this directory include Peter Kye, Jenn Pollan, LaKeeshia Fox, Etienne Toussaint, Lawrence Laws, Jessica Smiley, Pooja Patel, Ebony Gayles, Phil Tegeler, and Jason Small. We are especially grateful for the contributions and corrections of many of our legal services colleagues in the Housing Justice Network, including:

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Bob Palmer, Housing Action Illinois
John VanLandingham, Oregon Law Center
The following page(s) contain the backup material for Agenda Item: Requesting the legal department draft an ordinance requiring landlords to notify their tenants when a late fee has been incurred. (Councilmember Foster)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: March 5, 2019

COUNCIL DATE: March 14, 2019

RE: Notification of Late Fees

ACTION DESIRED:

Respectfully requesting the legal department draft an ordinance requiring landlords to notify their tenants when a late fee has been incurred.

RATIONALE:

During the Homeless Leadership Board report at the February 14, 2018 City Council Meeting, the attached document was distributed and discussed with Councilmembers. Since that time, Assistant City Attorney Brad Tennant has reviewed the attachment and concluded all changes being sought would need to take place at the state level, with the exception of a notification requirement. The Homeless Leadership Board will continue to advocate for statewide changes and a resolution of support may be forthcoming.

ATTACHMENTS:

Pinellas County Homeless Leadership Board
“Advocacy for the Regulation of Late Fees and Additional Rents”

Amy Foster
Council Member, District 8
Pinellas County Homeless Leadership Board

Advocacy for the Regulation of Late Fees and Additional Rents

Request: That the HLB advocate for changes to landlord/tenant law in Pinellas County and the State of Florida to reduce the number of households that become homeless due to late fees imposed by landlords.

Possible changes would include one or all of the following --

- Late fees are limited.
- Late fees may not be considered additional rents; monthly payments must be applied to rent before being applied to late fees.
- Tenants must be informed any time a late fee has been incurred.
- Rental payments must be applied to a tenant’s account immediately upon receipt.

Case for Support: Tenants are entering homelessness due to high late fees and landlord processes.

A tenant may have a lease that includes a late fee of $5 per day for every day the rent is late. Terms of the lease say that the late fee may be considered as “additional rents”. If that tenant mails a rent payment that is delivered two days late, a $10 late fee is incurred. The landlord does not currently have a duty to notice the tenant that the payment was delivered late, and the tenant is unaware that a $10 late fee has been incurred. The next month, the tenant pays the monthly rent. The payment is first applied to the previous month’s late fee to satisfy the “additional rent”. This leaves the rent payment $10 short, and the lease allows for the $5 late fee per day to be assessed until the tenant pays the additional $10. The tenant is not aware this amount is required, because again, there is no duty to inform. The next month, when the tenant pays the rent, the first $150 is applied to late fees as additional rents, and the tenant is $150 short on rent. Another month’s worth of late fees is then incurred. This cycle continues until the landlord decides to evict the tenant for “nonpayment of rent”.

There is no requirement for landlords to apply rental payments when they are received, and the above scenario shows that there is ample incentive to hold those payments and claim that they came in later than they did.

Information:

No Laws for Late Fees

Most states do not specifically address late fees... These states are: Alobama, Alaska, Arkansas, Colorado, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Montana, Nebraska, New Hampshire, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, South Dakota, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming.

States with Specific Restrictions

- California: The late fee must be a reasonable estimation of how much the late rent costs the landlord.
• Connecticut: The landlord must wait until nine days after rent is due.
• Delaware: The late fee cannot exceed 5% of the rent. If the landlord's office is not located within the same county as the rental property, the tenant has an extra three days beyond the rent due date in which to pay.
• Iowa: If the rent is less than $700, the late fee cannot exceed $12 per day to a maximum of $60 per month. If the rent is over $700, the late fee cannot exceed $20 per day, to a maximum of $100 for the month.
• Maine: The late fee cannot exceed 4% of the amount due in 30 days. Landlords must wait until rent is at least 15 days late.
• Maryland: The late fee may not exceed 5% of rent due.
• Massachusetts: Landlords must wait until rent is 30 days late, then they may charge a late fee, plus interest on late rent.
• Minnesota: The late fee cannot exceed 8% of the total overdue rent.
• New Jersey: If the tenant is a senior citizen on specified government benefits (such as Social Security or Disability) the landlord must wait until rent is 5 days late to charge a fee.
• New Mexico: The late fee cannot exceed 10% of the rent amount.
• New York: The landlord can charge a late fee immediately.
• North Carolina: The fee cannot exceed $15 or 5% of the rent amount (whichever is greater), and may only be charged once during a rental period. The landlord must wait until the rent is 5 days late.
• Oklahoma: The landlord may charge a fee if rent is late, however, preset late fees are invalid.
• Oregon: A flat fee must be "reasonable". A daily late fee cannot be more than 6% of a reasonable flat fee, and cannot exceed 5% of the monthly rent. The landlord must wait 4 days after rent is due.
• Tennessee: The fee cannot exceed 10% of total amount overdue. The landlord must wait until rent is five days late. If the fifth day is a Sunday or Holiday, the landlord must wait until the next business day.
• Texas: The fee amount must accurately reflect damages that the landlord must be able to calculate or reasonably estimate. The landlord can impose the fee when rent is one day late. There may be an initial fee, plus a daily fee for every day the rent is late.

https://www.verticalrent.com/entry/rent-payment-late-fees-by-state-know-thy-law
The following page(s) contain the backup material for Agenda Item: Requesting legal draft an ordinance which would mandate that landlords notify their tenants when they will be displaced from their residences by renovation, demolition, or conversion to another use. (Councilmember Foster)
Please scroll down to view the backup material.
TO: Members of City Council  
DATE: March 6, 2019  
COUNCIL DATE: March 14, 2019  
RE: Displacement Notification

ACTION DESIRED:

Respectfully requesting legal draft an ordinance which would mandate that landlords notify their tenants when they will be displaced from their residences by renovation, demolition, or conversion to another use.

Amy Foster  
Council Member, District 8
The following page(s) contain the backup material for Agenda Item: **Referring to the Housing, Land Use, and Transportation, or other relevant committee, a discussion regarding the creation of a Tenant Relocation Policy potentially including, but not limited to, a relocation plan and financial assistance.**

*(Councilmember Foster)*

Please scroll down to view the backup material.
TO: Members of City Council
DATE: March 6, 2019
COUNCIL DATE: March 14, 2019
RE: Tenant Relocation Policy

ACTION DESIRED:

Respectfully referring to the Housing, Land Use, and Transportation, or other relevant committee, a discussion regarding the creation of a Tenant Relocation Policy potentially including, but not limited to, a relocation plan and financial assistance.

RATIONALE:

During the discussion of agenda item E-1 at the February 7, 2019 City Council Meeting, Councilmembers were concerned about where tenants would move and what resources they would be offered to find new housing if the proposed new development was approved. Although the state preempts us from creating certain regulations, all policies to protect tenants during the relocation process should be explored.

ATTACHMENTS:

Arlington County Tenant Relocation Guidelines

Amy Foster
Council Member, District 8
# Arlington County Tenant Relocation Guidelines

## Section I: In General
1.1 Purpose  
1.2 Applicability  
1.3 Consultation  
1.4 Definitions

## Section II: Relocation Plan
2.1 Relocation Plan Requirements  
2.2 Communicate Intent Regarding Property  
2.3 Assessment of Tenant Needs  
2.4 Complete Tenant Profile  
2.5 Develop a Relocation Plan  
2.6 Tenant-Landlord Commission  
2.7 Tenant Eligibility  
2.8 120-Day Notice to Vacate

## Section III: Relocation Assistance
3.1 Relocation Assistance to Eligible Tenants Facing Permanent Relocation  
3.2 Relocation Assistance to Eligible Tenants Facing Temporary Relocation

## Section IV: Priority Ranking System
4.1 Purpose  
4.2 Point System

## Section V: County Services and Monitoring
5.1 County Staff Services  
5.2 Monitoring and Reporting Requirements
SECTION I: IN GENERAL

1.1 Purpose. These Guidelines are established to set standards and provide administrative guidance for Owners assisting Tenants facing displacement from residential rental properties proposed for:

(a) Rehabilitation or redevelopment;
(b) Conversion of rental housing to nonresidential use;
(c) Demolition for rebuilding a site; and
(d) Sale by contract where the contract requires an empty building.

Arlington County (the "County") considers such Guidelines a crucial component of its overall policy to promote housing opportunities for very low-, low-, and moderate-income renters. Tenant displacements cause hardships for those directly affected, and negatively impact the surrounding neighborhoods and other communities within the County. It is the policy of the County to work with project owners to avoid tenant displacements, whenever possible.

When Tenant displacements are unavoidable, advance disclosure and open communication by all parties will minimize misunderstandings and make the relocation experience less onerous. The fundamental goal of the County's relocation policy set forth in these Guidelines is to enable displaced Tenants to move directly to decent, structurally safe and affordable replacement housing convenient to their place of employment and/or school.

1.2 Applicability. Adherence to the Guidelines is mandatory for Owners proposing projects which require Arlington County Board ("County Board") approval. Owners proposing by-right developments, which do not require County Board approval, are strongly encouraged (although not required) to follow the Guidelines.

1.3 Consultation. For any project involving Tenant displacement, Owners are expected to consult with County Staff to determine the best course for retaining existing Tenants after a project is completed, while preserving affordability. Owners will be asked to consider measures such as offering long-term leases at affordable rents, participating in or assisting Tenants with federal or local rent assistance programs, phasing in higher rents, or requesting the establishment of a Tenant Assistance Fund (TAF). County Staff also will ascertain if a Relocation Plan is required and what form of Tenant assistance will be provided by the Owner under the Relocation Plan.

In all projects where Tenants face displacement, Owners will be required or expected to do one or more of the following:

(a) Communicate their intent regarding the property to the Tenants;
(b) Develop a Relocation Plan;
(c) Provide Tenants with at least 120-Day Notice to Vacate;
(d) Provide Relocation Assistance in the form of payments and/or services; and
(e) Provide regular reports to County Staff.

1.4 Definitions. In these Guidelines, the following terms shall have the meaning assigned to them, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

"Actual Household Size" means the actual number of persons in the applicable household.

"Area Median Income" or "AMI" means the median income for the Washington, DC metropolitan statistical area, adjusted for Actual Household Size, as published annually by HUD.

"By-Right Development" means a project which does not require County Board approval.
"Conversion" means change of use of any dwelling unit from a residential use to a nonresidential use which results in the displacement of existing Tenants or conversion from residential use to another residential use which requires the displacement of existing Tenants, such as a conversion to a retirement home where payment for long-term care is a requirement of tenancy, or conversion to an emergency shelter or transient hotel.

"County Staff" means Arlington County Housing Division personnel, including the County Relocation Specialist in charge of overseeing relocation projects.

"Demolition" means the destruction of any dwelling unit or the relocation of an existing dwelling unit or units to another site.

"Department" means the Arlington County Division of Community Planning, Housing and Development.

"Eligible Tenant" means Tenants who are residents of the existing property at the time the Relocation Plan is submitted for approval to the County Manager or his designee, and in compliance with their leases.

"Guidelines" means the Arlington County Tenant Relocation Guidelines.

"HUD" means the United States Department of Housing and Urban Development.

"Low- or Moderate-Income Household" means a household whose annual gross income does not exceed eighty percent (80%) of the Area Median Income, adjusted for actual household size.

"Owner" means the owner, developer, or applicant for the proposed project, and all successors and assigns.

"Permanent Relocation" means a situation when a Tenant is required to vacate his/her current unit without the expectation of moving back to the property after the project is completed.

"Permanently Displaced Tenant" means a Tenant that because of income restrictions, would not be able to afford to rent a unit at the property after the project is completed (or after TAF expires, if applicable), or would be over-income for available affordable units, or because of family size or unit mix could not be placed in an appropriately sized new unit.

"Priority Waiting List" means a list maintained by the Owner of qualified Tenants seeking to rent a unit at the property after the project is completed based on the number of points assigned to each household.

"Rehabilitation" means extensive structural repair or extensive remodeling which requires a building, electrical, plumbing or mechanical permit, and which cannot be done with the Tenant in occupancy.

"Relocation Assistance" means relocation payment(s) and/or relocation services.

"Temporary Relocation" means a situation when a Tenant is required to vacate his/her current unit with the expectation of moving back to the property after the project is completed or units become available.

"Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement or month-to-month tenancy and includes, but is not limited to, those persons who are Tenants under Chapter 13.2, Virginia Residential Landlord and Tenant Act,
Code of Virginia. For purposes of these Guidelines, "Tenant" shall not include the Owner of a dwelling unit or members of the Owner’s household.

"Tenant Assistance Fund" or "TAF" means a fund to provide rent assistance on behalf of qualified families who might be displaced due to one of the conditions of the Relocation Plan.

"Tenant-Landlord Commission" means a nine-member commission appointed by the Arlington County Board which reviews and makes recommendations regarding Relocation Plans; hears grievances and facilitates disputes between Tenants and landlords; provides advice on Tenant and landlord relations; and advises the County Board on policy and programs.

"Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" or "URA" means a federal law which establishes minimum standards, including a Fixed Moving Cost Schedule, for protecting and assisting displaced Tenants from their homes in federally funded projects.

"URA Fixed Residential Moving Cost Schedule" means a breakdown of fixed moving cost payments made to a displaced Tenant as an alternative to a payment for actual moving and related expenses.

"Very Low-Income Household" means a household whose annual gross income does not exceed fifty percent (50%) of the Area Median Income, adjusted for actual household size.

"Virginia Residential Landlord and Tenant Act" means a Virginia law governing the rental of dwelling units and the rights and obligations of landlords and tenants, which is applicable to occupancy in all single-family and multi-family residential dwellings units located in the Commonwealth of Virginia, unless the landlord owns no more than two single-family residential dwelling units and has opted out of the Act by so stating in the rental agreement with the tenant.

"120-Day Notice to Vacate" means a written notice provided to all Tenants who reside in a building proposed for demolition, conversion or rehabilitation that they have 120 days from the date of the notice to vacate the premises.

SECTION II: Relocation Plan

2.1 Relocation Plan Requirements. A Relocation Plan is required for any project subject to the Virginia Residential Landlord and Tenant Act which results in Tenant displacement.

2.2 Communicate Intent Regarding the Property. The first step in developing a Relocation Plan is for the Owner to communicate its intent regarding the property by:

(a) Providing a written summary of the proposed project to the Tenants which includes, among other things, the Owner’s plans for Tenant relocation and projected rent changes;

(b) Meeting with Tenants to maximize the opportunity for Tenants to understand the impact of the project and any required relocation, and to inform them of available assistance to obtain alternative housing; and

(c) Retaining interpreters to speak with Tenants and provide written materials translated into languages prevalent at the property to help non-English speaking Tenants understand what the Owner intends to do with the property; and

(d) Notifying prospective Tenants in writing of the scheduled date for commencement of the project at the time of application for a lease; and

2.3 Assessment of Tenant Needs and Preferences. In addition, the Owner shall conduct a personal interview with each Tenant and obtain the following information:
(a) Number and ages of persons (adults and children) in the household;
(b) Length of time at the property;
(c) Total household income;
(d) Unit size;
(e) Current rent and utilities;
(f) Any benefit payments being received by such household; and
(g) Housing preferences.

2.4 Complete a Tenant Profile. After meeting with Tenants and assessing their needs, the next step in developing a Relocation Plan is for the Owner to complete a Tenant Profile.

(a) The Tenant Profile will include, at a minimum, the following:

(1) Number of units and unit mixes (1 bedroom, 2 bedrooms, etc.);
(2) Number of families with school-age children and senior citizens;
(3) Ranges of length of time each Tenant has resided at the property;
(4) Predominant languages other than English spoken at the property;
(5) Number of disabled persons;
(6) Ranges of household incomes;
(7) Current rents and utilities;
(8) Number of households receiving rent assistance;
(9) Number of households to be temporarily relocated;
(10) Number of households to be permanently relocated;
(11) Number of households likely to qualify to return to the property after the project is completed; and
(12) Number of households to be permanently displaced.

2.5 Develop a Relocation Plan. Once the Tenant Profile is completed, the Owner, in consultation with County Staff, will develop a Relocation Plan.

(a) The Relocation Plan will include, at a minimum, the following:

(1) Name, address and contact person for the Owner and those persons designated to manage the relocation;
(2) Summary/overview of the project;
(3) Profile of Tenant population;
(4) Anticipated changes after the renovation, including projected rents, utilities, parking, rental policies, affordability mix and property use;
(5) Measures to be taken to retain existing Tenants;
(6) Information on how the Relocation Plan will be implemented including staffing, eligibility requirements, relocation payments, relocation services, and alternative housing;
(7) Project timetables, including descriptions of the scope of work to be done;
(8) Move-out procedures and phasing;
(9) Methods to be used to communicate details of Relocation Plan to Tenants with translations, when necessary (see Section 2.2);
(10) Measures planned to minimize construction impact on occupied units (if applicable); and
(11) Tenant Assistance Fund (if applicable).

(b) The Relocation Plan also will include the Tenant Profile, Priority Ranking System information; and a standardized move-in letter advising new Tenants of the planned project and Tenant relocation.

2.6 Tenant-Landlord Commission. Following County Staff review of the Relocation Plan, the Tenant-Landlord Commission will hear public comment regarding the Relocation Plan at a regular meeting of the Tenant-Landlord Commission.
(a) The Owner is responsible for informing the Tenants of the date and time of the meeting and providing copies of a summary of the Relocation Plan to the Tenants two weeks prior to the scheduled meeting date.

(b) The Tenant-Landlord Commission will not consider a Relocation Plan if the Owner does not inform the Tenants of the meeting and provide a Relocation Plan summary in a timely fashion.

(c) The Relocation Plan will be considered at two separate Tenant Landlord meetings. At the first, the Tenant-Landlord Commission will make recommendations regarding the Relocation Plan based on comments by the Tenants, Owner, neighborhood representatives and any other interested organizations at the meeting, as well as comments received from County Staff.

(d) At the second, usually subsequent, meeting, the Tenant-Landlord Commission also will recommend approval of the Relocation Plan if appropriate.

(e) The Relocation Plan must be submitted for approval to the County Manager or his designee no later than three (3) months prior to the issuance of the 120-Day Notice to Vacate.

(f) Relocation Plans which deviate from the Guidelines will require County Board approval.

(g) The Tenant-Landlord Commission also will work with County Staff to facilitate communication between the Tenants and Owner and monitor the relocation process.

(h) When Relocation Plan is approved by the County Manager or his designee, an letter will be sent to Owner, along with Tenant Landlord Commission letter with recommendations.

2.7 Eligibility.

(a) Only Tenants who are residents of the existing property at the time the Relocation Plan is submitted for approval to the County Manager or his designee, and in compliance with their leases, will be eligible to receive Relocation Assistance.

(b) The Owner will provide written notification of ineligibility for Relocation Assistance to any Tenant who executes a lease after the Relocation Plan is submitted for approval. The notification and acknowledgement of ineligibility will be provided to the Tenant no later than at the time the lease is signed.

2.8 Provide the 120-Day Notice to Vacate. The Owner is required to provide all Tenants (regardless of eligibility) with a 120-Day Notice to Vacate.

(a) If Tenants are displaced from multi-family buildings containing four or more units and Tenants are under a lease (as opposed to month-to-month), Virginia Code §55-222 mandates a 120-Day Notice to Vacate.

(b) In cases where Virginia law mandates a 120-Day Notice to Vacate, the Notice shall not be contained in the lease but shall be a separate writing.

(c) Relocation Assistance need only be provided after the Tenant’s receipt of the 120-Day Notice to Vacate.

SECTION III: RELOCATION ASSISTANCE

3.1 Relocation Assistance for Eligible Tenants Facing Permanent Relocation.
(a) Relocation Services: The Owner shall provide staff dedicated to service Tenants who will be permanently relocated. If necessary, staff should be multilingual. It is also recommended that Relocation Services be made available to Tenants not only during regular business hours but also by appointment during evenings and weekends to accommodate Tenants. The following services should be provided by Owners (with County Staff advice, where appropriate):

1. Make available current listings of vacant units within the County and bordering jurisdictions within the Tenant's ability to pay;
2. Provide referrals to available units of interest to Tenants, including a written explanation of the reason for the displacement and a request for priority by the Owner of available units for persons being displaced;
3. Provide interpreters to assist Tenants with limited English in interviews and in understanding and filling out forms;
4. Provide transportation assistance, as needed, for visiting potential replacement units;
5. Provide referral to home ownership programs;
6. Provide attention to the special problems of timing moves for families with school age children;
7. Provide moving assistance (trucks and drivers) for moving furnishings, with special attention to elderly and disabled Tenants; and
8. Expedite return of security deposits and any accrued interest within 10 business days from the date the unit is vacated; or facilitate the transfer of a security deposit as needed. In no event, should the security deposit be returned to the Tenant any later than 45 days after the Tenant vacates the unit, as required by the Virginia State Code.

(b) Relocation Payments: All Eligible Tenants facing Permanent Relocation will receive a one-time relocation payment per household in accordance with the Tables and terms set forth below. Payments for unfurnished units are listed in Table 1 and Table 2. Room count will include the number of bedrooms, living/dining room, den and kitchen (even in efficiency/studio units). For example, a one-bedroom apartment may include one bedroom, a living room and a kitchen, or three rooms. The payments in these Guidelines will be indexed to the URA Fixed Residential Moving Cost Schedule and will be updated whenever the URA schedule changes.

<table>
<thead>
<tr>
<th>Number of Rooms</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 room</td>
<td>$700</td>
</tr>
<tr>
<td>2 rooms</td>
<td>$940</td>
</tr>
<tr>
<td>3 rooms</td>
<td>$1,125</td>
</tr>
<tr>
<td>4 rooms</td>
<td>$1,320</td>
</tr>
<tr>
<td>5 rooms</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

(c) Relocation Payments for HUD Very Low-Income Tenants: Tenants whose verified income does not exceed the HUD Very Low-Income Household threshold will receive a payment equal to 150% of the payment schedule, as indicated below:

<table>
<thead>
<tr>
<th>Number of Rooms</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 room</td>
<td>$1,050</td>
</tr>
<tr>
<td>2 rooms</td>
<td>$1,410</td>
</tr>
<tr>
<td>3 rooms</td>
<td>$1,688</td>
</tr>
<tr>
<td>4 rooms</td>
<td>$1,980</td>
</tr>
<tr>
<td>5 rooms</td>
<td>$2,250</td>
</tr>
</tbody>
</table>
(d) Relocation Payments for furnished units also will follow the URA Fixed Residential Moving Cost Schedule, based on $400 for the first room, plus $75 for any additional room. Dens and kitchens are not included in room counts for furnished units.

(e) Relocation payments, except in the case of hardship, will be paid in two steps. Half of the relocation payment will be paid to the Tenant within fourteen (14) business days of the Owner’s receipt of a written notice from the Tenant of their planned move-out date. The second half will be paid on the date the unit is vacated and the Tenant has turned in the keys.

(f) If a Tenant demonstrates the need for a relocation payment to reduce or avoid a hardship, it is recommended that the Owner issue the moving expense payment prior to the move. In order to facilitate the move to a replacement dwelling, payments may be made directly to contractors or landlords upon written request/consent by the Tenant.

3.2 Relocation Assistance for Eligible Tenants Facing Temporary Relocation.

(a) All Eligible Tenants facing Temporary Relocation will receive Relocation Assistance for each move. Owners should make every effort to minimize the number of temporary moves a Tenant is required to make. Ideally, Tenants facing Temporary Relocation should have to move only twice. If additional moves are necessary (which are not the Tenant’s choice), the Owner will be required to provide Relocation Assistance for any additional moves.

(b) The Owner has the option to choose one of the following forms of Relocation Assistance for each Tenant move:

1. Actual moving services (moving the Tenant’s belongings from unit to unit) and payment or reimbursement for the transfer of utilities and other expenses incidental to the move; or
2. A flat relocation payment, based on Table 1 or Table 2 (depending on Tenant income).

(c) If a Tenant is no longer qualified to move back to the property after the project is completed (i.e., due to a change in income, change in household size, or composition), the Tenant will receive Relocation Assistance for two moves (the move from the existing property to the temporary unit and the move from the temporary unit to wherever the tenant finds permanent housing).

(d) If a Tenant is qualified to move back to the property after the project is completed, but chooses not to, the Tenant will receive Relocation Assistance for two moves (the move from the existing property to the temporary unit and the move from the temporary unit to wherever the tenant finds permanent housing).

(e) If a Tenant is qualified to move back to the property after the project is complete but chooses to wait for a different unit which results in an additional temporary move, the Tenant will receive Relocation Assistance for only two moves (the move from the existing property to the temporary unit and the move from the temporary unit back to the property once the tenant’s unit of choice is completed). The Tenant will not be entitled to Relocation Assistance for the move to a second temporary unit.

SECTION IV: PRIORITY RANKING SYSTEM

4.1 Develop a Priority Ranking System. The purpose of the priority ranking system is to provide current Tenants an opportunity to lease units at the property after the project is completed. Qualified current Tenants will be offered the opportunity to lease units before they are marketed to the public.

(a) Tenants interested in renting units at the property after the project is completed, or units become available, will be asked to provide the following information which the Owner will use to create a Priority Waiting List:
(1) Tenant’s name, address, phone number and other contact information;
(2) Current income;
(3) Household composition, including elderly or disabled individuals, and children under 18 years of age;
(4) Length of tenancy at the property;
(5) Number of Tenants previously displaced by redevelopment in Arlington; and
(6) Current rental assistance.

4.2 Point System. The Owner will assign points to each Tenant household based on the following criteria:

<table>
<thead>
<tr>
<th>Points System (Table 3)</th>
<th>Criteria</th>
<th>Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Child under 18 years of age</td>
<td>1 Point for each child</td>
</tr>
<tr>
<td></td>
<td>A member of the household is 62 years of age or older.</td>
<td>2 Points</td>
</tr>
<tr>
<td></td>
<td>A member of the household has a disability.</td>
<td>2 Points</td>
</tr>
<tr>
<td></td>
<td>Previously displaced by redevelopment in Arlington County</td>
<td>1 Point</td>
</tr>
<tr>
<td></td>
<td>Household currently receives rental assistance</td>
<td>1 Point</td>
</tr>
<tr>
<td></td>
<td>Years of tenancy:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Year</td>
<td>1 Point</td>
</tr>
<tr>
<td></td>
<td>2 Years</td>
<td>2 Points</td>
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<td></td>
<td>3 Years</td>
<td>3 Points</td>
</tr>
<tr>
<td></td>
<td>4 Years</td>
<td>4 Points</td>
</tr>
<tr>
<td></td>
<td>5 Years</td>
<td>5 Points</td>
</tr>
<tr>
<td></td>
<td>6 – 10 Years</td>
<td>6 Points</td>
</tr>
<tr>
<td></td>
<td>11 Years and Over</td>
<td>7 Points</td>
</tr>
</tbody>
</table>

(a) The Owner will maintain the Priority Waiting List and update it as new Tenants are added to the List.
(b) Being on the Priority Waiting List does not necessarily guarantee that a unit will be offered to the Tenant.
(c) Tenants meeting the qualifications for a unit will be placed on the Priority Waiting List for a unit of the appropriate size and income category.
(d) As units become available, Tenants will be contacted in order of priority to schedule an appointment to inspect the unit.
(e) If a Tenant is offered a unit, but chooses to wait for a different unit, the Tenant will be placed at the end of the Priority Waiting List.

SECTION V: COUNTY SERVICES AND MONITORING

5.1 County Staff Services. County Staff will be available for technical assistance in developing and implementing Relocation Plans and providing Tenant services. This may include, but is not limited to:

(a) Aiding in the development of the Relocation Plan;
(b) Answering Owners’ and/or Tenants’ questions about the relocation;
(c) Monitoring ongoing relocation; and
(d) Facilitating communication between Tenants and Owners.

5.2 Monitoring and Reporting Requirements. During the relocation process, the Owner shall provide monthly reports to County Staff which include information, as it is available, on all Tenant households which have been temporarily or permanently relocated, as well as information on temporarily relocated Tenants who have been relocated back to the property.
Such reports on individual projects shall be produced throughout the relocation process and continue until the relocation has been completed and shared with the Tenant-Landlord Commission.
The following page(s) contain the backup material for Agenda Item: Ordinance 364-H amending the St. Petersburg City Code to create a new Section 25-228 prohibiting the placement of tables on sidewalks and rights-of-way in designated locations; creating a prohibited zone; providing for enforcement; and providing an effective date.

Please scroll down to view the backup material.
Ordinance No. ______

AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE TO CREATE A NEW SECTION 25-228 PROHIBITING THE PLACEMENT OF TABLES ON SIDEWALKS AND RIGHTS-OF-WAY IN DESIGNATED LOCATIONS; CREATING A PROHIBITED ZONE; PROVIDING FOR ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a significant government interest in regulating pedestrian traffic along its sidewalks and rights-of-way; and

WHEREAS, the City has a duty to keep its sidewalks and rights-of-way open and available for the movement of persons; and

WHEREAS, the City finds that the preservation of the City's scenic beauty promotes tourism by establishing visual attractiveness for the City and promoting its general economic and cultural development consistent with the City's interest in aesthetics; and

WHEREAS, the City wishes to preserve the aesthetic beauty of the City; and

WHEREAS, the area within the attached diagram is replete with numerous outdoor entertainment and economic activity areas, including sidewalk cafés, restaurants, parks, hotels, retail establishments, and music venues; and

WHEREAS, within this area many people walk from one location to another for dining, shopping and other entertainment; and

WHEREAS, the boundaries within the entire zone shown in the attached diagram are narrowly tailored to only address the commercial areas that have a large volume of pedestrian traffic and are vital to the economic vitality of the City; and

WHEREAS, the unregulated placement of tables on City sidewalks and rights-of-way threatens the safety and convenience of pedestrians, the economic vitality of the City, and the aesthetic beauty of the City.
NOW, THEREFORE, THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. The City of St. Petersburg City Code is hereby amended by adding a new Section 25-228 to read as follows:

Sec. 25-228. - Placement of tables on City sidewalks and rights-of-way.

(a) Definitions.

_Prohibited zone_ means the area bounded by the following rights-of-way (including sidewalks), which are generally shown on diagram 1 hereunder:

Beginning at the northeasternmost point of the intersection of Fourth Street North and Third Avenue North; then easterly along the northerly right-of-way line of Third Avenue North to the western right-of-way line of First Street North; then northerly along the western right-of-way line of First Street North to the northern right-of-way line of Fifth Avenue North; then easterly along the northern right-of-way line of Fifth Avenue North to the center line of Beach Drive Northeast; then southerly along the center line of Beach Drive Northeast to the northern right-of-way line of First Avenue South; then easterly along the northern right-of-way line of First Avenue South to the western right-of-way line of Bayshore Drive; then southerly along the western right-of-way line of Bayshore Drive to the southern right-of-way line of First Avenue South; then westerly along the southern right-of-way line of First Avenue South to the eastern right-of-way line of First Street South; then southerly along the eastern right-of-way line of First Street South to the southern right-of-way line of Second Avenue South; then westerly along the southern right-of-way line of Second Avenue South to the eastern right-of-way line of Third Street South; then southerly along the eastern right-of-way line of Third Street South to the southern right-of-way line of Third Avenue South; then westerly along the southern right-of-way line of Third Avenue South to the eastern right-of-way line of Fourth Street South; then northerly along the eastern right-of-way line of Fourth Street South to the point of beginning.

Diagram 1: Prohibited zone
Prohibited Zone

- 9-ALT N
- 5th Ave N
- 2nd St N
- 4th Ave N
- Fareham Pl N
- 3rd Ave N
- 1st Ave N
- 2nd Ave N
- 2nd St N
- 1st St S
- 1st Ave S
- 2nd Ave S
- 3rd Ave S
- 4th St S
- 5th Ave NE
- 4th Ave NE
- 3rd Ave NE
- 1st St N
- 2nd St N
- 1st Ave N
- 2nd Ave N
- 1st Ave S
- 2nd Ave S
- 3rd Ave S
- 4th St S

- Williams Park
- SPC Downtown
- Florida International Museum
- Central Ave
- Connection Trail
- 1st Ave S
- 2nd Ave S
- 3rd Ave S
- 4th St S
- 5th Ave NE
- 4th Ave NE
- 3rd Ave NE
- 1st St N
- 2nd St N
- 1st Ave N
- 2nd Ave N
- 1st Ave S
- 2nd Ave S
- 3rd Ave S
- 4th St S

- Chihuly Collection
- Museum of Fine Arts
- Straub Park North
- Straub Park South
- Central Ave
- Pioneer Park

- Progress Energy Park At Al Lang Stadium
- Bayshore Dr NE
- 1st Ave NE
- 2nd Ave NE
- 3rd Ave NE
- 4th Ave NE
- 5th Ave NE
- 2nd St N
- 1st St N
- 2nd St N
- 1st St S
- 2nd St S
- 1st St S

- N

- Downtown
- Sunshine Ln N

- Baywalk Medoore
(b) Prohibition. It shall be unlawful for a person to place or utilize a table on any sidewalk or right-of-way in the prohibited zone. The prohibition in this section shall not apply to adjacent property owners placing or utilizing tables pursuant to a valid sidewalk café permit or to anyone placing or utilizing tables pursuant to a street closure permit that has been issued by the City.

(c) Notice. If a person is found to be in violation of this section, a law enforcement officer shall notify the person who placed or is using a table contrary to this section that the person is in violation of this section and shall request the person to remove the offending table. The person shall not be charged with a violation of this section if the person voluntarily removes the table and does not repeat a violation of this section for one year following the law enforcement officer's notice and request.

(d) Removal of tables by the POD.

(i) If requested by the person in violation of this section, the POD shall remove the table or cause the table to be removed to a secure indoor or outdoor location where the table will be held for a period of 90 days. If the table is not claimed within 90 days by a person supplying sufficient proof of ownership or the person who was utilizing the table at the time of removal, the table shall be deemed abandoned property and be disposed of accordingly.

(ii) If the person who is utilizing the table is cited or arrested for a violation of this section, the table shall be removed or caused to be removed by the POD to a secure indoor or outdoor location where it will be held for a period of 90 days. If the table is not claimed within 90 days by a person supplying sufficient proof of ownership of the table or the person who was utilizing the table at the time of removal, the table shall be deemed abandoned property and be disposed of accordingly.

(iii) If any unpermitted table is found on a City sidewalk or right-of-way by a law enforcement officer and there is no person present who claims ownership of it, the law
enforcement officer shall cause the table to be moved to a secure indoor or outdoor location where the table will be held for a period of 90 days. Upon removal of the table, a notice shall be affixed to the ground in the area where the table was located. The notice shall provide a telephone number and a location where information concerning the retrieval of such table can be obtained. Such notice may be removed after five days. If the table is not claimed by a person supplying sufficient proof of ownership within 90 days after removal, the table shall be deemed abandoned property and may be disposed of accordingly.

SECTION 2. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this Ordinance shall not affect the validity of the remaining portions.

SECTION 3. In the event that this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

[Signature]
City Attorney (designee)
00431659
The following page(s) contain the backup material for Agenda Item: Ordinance 1112-V approving a vacation of a 10-foot by 105-foot portion of 28th Avenue North, beginning at the Eastern edge of the property and adjacent to the North lot line of the parcel located at 5034 28th Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (File 18-33000012).
Please scroll down to view the backup material.
SAINT PETERSBURG CITY COUNCIL

Meeting of March 14, 2019

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

SUBJECT: Ordinance approving a vacation of a 10-foot by 105-foot portion of 28th Avenue North, beginning at the eastern edge of the property and adjacent to the North Lot Line of the parcel located at 5034 28th Avenue North. (City File No.: 18-33000012)

RECOMMENDATION: The Administration and the Development Review Commission recommend APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:

Conduct the second reading and public hearing and approve the attached proposed ordinance.

The Request: The request as recommended by the DRC is to vacate a 10-foot by 105-foot portion of 28th Avenue North, beginning at the eastern edge of the property adjacent to the North Lot Line of the parcel located at 5034 28th Avenue North.

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject partial right-of-way would be consistent with the criteria in the City Code. There are no policies in the Comprehensive Plan that would affect vacation of right-of-way in this area of the City, and there is no applicable Special Area Plan. The applicant requested vacation of an 11.5-foot by 130-foot portion of 28th Avenue North. Staff had recommended a maximum of 10-feet or right-of-way be vacated, the DRC further recommended that the vacation be limited to 10-feet by 105-feet beginning at the eastern edge of the subject property.

Agency Review: The application was routed to the standard list of City Departments and private utility providers. Frontier Communications and Duke Energy have indicated that they will require an easement for their facilities. Bright House has not yet responded to the City’s request for comment. A condition of approval will require the applicant to address these concerns.

Public Comments: The subject property is within the boundaries of the Disston Heights Neighborhood Association. The Neighborhood Association was notified prior to submittal of the case and the applicant’s attended a neighborhood meeting on January 8, 2019. In follow up to
that meeting, the Neighborhood Association sent in a signature of support which was handed out to the DRC during the public hearing and is now included in the staff report.

Staff has received numerous phone calls in response to the required public notice. One person indicated that they were not opposed to the vacation but were opposed to the 6-foot fence of this style with no landscaping. The other eight indicated their concerns and objection to the proposed vacation, which included:
- That there is no justification for the vacation;
- That this sets a precedent which would allow others to vacate sections of right-of-way;
- Concern about safety when narrowing the right-of-way;
- That they could maintain the fence location that they have;
- The fence does not protect the public;
- The neighbors are not aware of any safety concerns;
- That the fence is a blight on the neighborhood.

**DRC Action/Public Comments:** On February 6, 2019, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request at the hearing. After the public hearing, the DRC voted 7-0 to amend Condition #1 as requested by staff and to amend Condition #4 as shown below and to recommend approval of a 10-foot by 105-foot portion of the requested vacation. In advance of this report, several additional phone calls were received from one neighbor with concerns about the vacation as recommended by the DRC.

**RECOMMENDATION:**

The Administration and the DRC recommend **APPROVAL** of the partial right-of-way vacation of a 10-foot by 105-foot portion of 28th Avenue North, beginning at the eastern edge of the property adjacent to the North Lot Line of the parcel located at 5034 28th Avenue North, subject to the following conditions:

1. Prior to recording the vacation Ordinance, provide a corrected Description and Sketch to match the City Council approved limits and with the corrections requested by the City Surveyor, this Description and Sketch to be reviewed and approved by the City Surveyor.

2. Prior to recording the vacation Ordinance, either relocate utilities, provide a public utility easement, or provide private easements to Frontier Communications, Duke Energy and Bright House. In any case, a letter of no objection from each affected utility is required.

3. Prior to recording the vacation ordinance, the applicant shall remove the board on board fence located 11.5-feet from their property line.

4. If the applicant wishes to fence within the vacated right-of-way with a 6-foot fence, the applicant shall provide a decorative fence as defined in City Code Section 16.40.040.2. and they shall landscape the area adjacent to the 6-foot fence with a minimum of one shrub for every three linear feet and one under-story tree for every 24 linear feet. Understory trees and shrubs are as defined in Section 16.40.050.2.1.6. The 6-foot fence shall be set back a minimum of 2-feet from the property line in order to provide the required landscaping. Existing oak trees in the right-of-way located within 8-feet of the face of the
fence may be included in the trees required. The fence shall meet the design requirements in City Code Section 16.40.040.3., that fences and walls greater than 100 feet in length shall be articulated by columns or other visual breaks measuring at least two feet in width and spaced no more than 24 feet apart.

5. Any trees listed on the list of Prohibited Trees from Section 16.40.060.2.1.6 shall be removed from the area of the right-of-way being vacated.

6. As required by City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

Attachments: Ordinance with Exhibit “A”, Attachment A – Parcel Map Attachment B – Aerial Map, DRC Staff Report
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF A 10-FOOT BY 105-FOOT PORTION OF 28TH AVENUE NORTH, BEGINNING AT THE EASTERN EDGE OF THE PROPERTY AND ADJACENT TO THE NORTH LOT LINE OF THE PARCEL LOCATED AT 5034 28TH AVENUE NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on February 6, 2019 (City File No. 18-33000012):

Insert Legal Description: See attached "Exhibit ‘A’"

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation Ordinance, provide a corrected Description and Sketch to match the City Council approved limits and with the corrections requested by the City Surveyor, this Description and Sketch to be reviewed and approved by the City Surveyor.

2. Prior to recording the vacation Ordinance, either relocate utilities, provide a public utility easement, or provide private easements to Frontier Communications, Duke Energy and Bright House. In any case, a letter of no objection from each affected utility is required.

3. Prior to recording the vacation ordinance, the applicant shall remove the board on board fence located 11.5-feet from their property line.

4. If the applicant wishes to fence within the vacated right-of-way with a 6-foot fence, the applicant shall provide a decorative fence as defined in City Code Section 16.40.040.2. and they shall landscape the area adjacent to the 6-foot fence with a minimum of one shrub for every three linear feet and one understory tree for every 24 linear feet. Understory trees and shrubs are as defined in Section 16.40.060.2.1.6. The 6-foot fence shall be set back a minimum of 2-feet from the property line in order to provide the required landscaping. Existing oak trees in the right-of-way located within 8-feet of the face of the fence may be included in the trees required. The fence shall meet the design requirements in City Code Section 16.40.040.3., that fences and walls greater than 100 feet in length shall be articulated by columns or other visual breaks measuring at least two feet in width and spaced no more than 24 feet apart.
5. Any trees listed on the list of Prohibited Trees from Section 16.40.060.2.1.6 shall be removed from the area of the right-of-way being vacated.

6. As required by City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

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

LEGAL:  

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
EXHIBIT A:

TO BE INSERTED AFTER CITY COUNCIL HEARING
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Development Services Department records, no Commission member resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public Hearing and Executive Action on February 6, 2019 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 18-33000012
PLAT SHEET: M-16

REQUEST: Approval of a vacation of an 11.5-foot by 130-foot portion of 28th Avenue North adjacent to the North Lot Line of the parcel located at 5034 28th Avenue North

OWNER: Shayegan 28th Avenue Property Trust
Sharokh and Dawna Shayegan
2299 65th Place North
Saint Petersburg, Florida 33702

ADDRESS: 5034 28th Avenue North

PARCEL ID NO.: 09-31-16-31032-000-0040

LEGAL DESCRIPTION: On File – See Legal Description and Sketch attached (Exhibit "A")

ZONING: Neighborhood Suburban Single-Family (NS-1)

VACATION DISCUSSION:

Request. The request is to vacate a 130-foot by 11.5-foot portion of the street right-of-way of 58th Avenue North, adjacent to the north boundary of Lot 4, located at 5034 28th Avenue North.
The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and Sketch and Legal Description (Exhibit "A"). The boundary survey of the subject property is included as Attachment C. The applicant's goal is to vacate this portion of the right-of-way in order to retain the existing fence and enhance the security of the property.

Please note that this case was originally noticed as a vacation of right-of-way with a variance to the required right-of-way width. It has since been determined that no variance process is applicable.

The subject property consists of one large lot with a large lake on the eastern portion of the subject property. Based on the survey the area proposed for vacation is partially flat (approximately 6.5-feet) and partially sloping down to the lake bed (top of bank is shown at approximately 5-feet into the existing right-of-way).

The applicant desires to vacate this portion of the right-of-way in order to retain an existing fence and continue the fence to the eastern boundary of the subject property. The subject property is a large parcel which contains a lake on more than half of the property. The owner, seeking a vacation, has indicated their concerns with securing the lake bank which now projects into the right-of-way. The subdivision regulations in Section 18.49.140.4.1 Streets, classify this as an Urban Local Street which would require a right-of-way width of 50-feet. In this case the north half of the right-of-way (30-feet) was dedicated in the Summit Grove Subdivision in 1925 (Plat Book 10 Page 66). The subject south half of the right-of-way was dedicated in the Glen Echo Subdivision (Plat Book 15 Page 38), so there is 10-feet of right-of-way beyond what is required.

The applicant is requesting a vacation of 11.5-feet of right-of-way width in order to maintain their existing fence. There is an active Codes Compliance case 18-00010770 for a zoning violation for a 8-foot fence in the right-of-way initiated on May 3, 2018, see Attachment D.

The lake bank appears to have encroached into the right-of-way for some time and the 4-foot chain link fence that was on the property previously and remains on the eastern portion of the frontage requested for vacation, was already in the right-of-way. Per the survey provided by the applicant the chain link fence was located approximately at the top of bank and was encroaching approximately 5-feet into the right-of-way.

The application for the subject property was reviewed by the City’s Engineering staff and they had the following findings:

The Engineering Department offers the following technical considerations to assist staff and DRC in determining the level of support for the proposed right of way vacation.

1. The survey indicates that the fence encroaches 11.5’ into the 60-foot wide right of way, leaving approximately 9.8-feet of parkway south of the southern curb line of 28th Ave North.

2. The north 30-feet of the right of way of 28th Ave N was dedicated on PB 10, PG 66, Summit Grove Subdivision. The south 30-feet of the right of way of 28th Avenue North was dedicated on PB 15, PG 38, Glen Echo Subdivision. To
maintain the minimum 50-foot wide right of way width required for a local street by current City Land Development Code Section 16.40.140.4.1(E), each of these subdivisions would only be required to dedicate 25-feet of right of way, rather than 30-feet. Vacation of the southern 11.5-feet of the right of way of 28th Avenue North for a distance as necessary to accommodate the fence, will result in an overall right of way width of only 48.5-feet. The right of way boundary will no longer be consistent in the block nor will it be symmetrical (there will be 30-feet of right of way north of the roadway centerline but only 18.5-feet of right of way south of the roadway centerline). If supported by staff, Zoning will need to determine if this vacation would also require a variance to the right of way requirements of the Land Development Code.

3. Per the survey, a fence installed at the top of the existing lake bank would encroach only 5-feet into the southern right of way of 28th Avenue North. Shifting the fence alignment of the entire fence to encroach only 5-feet into the southern right of way of 28th Avenue North would be reasonable since the remaining 25-feet of the right of way would maintain the standard local street right of way width for the southern half of the right of way per the requirements of the City’s Code. If the lake bank is uneven or unstable in this location, it may be necessary for the property owner to construct some type of low retaining wall outside the public right of way adjacent to the lake on which the fence could be mounted.

4. The survey indicates that the top of bank of the privately-owned lake is now encroaching into the public right of way of 28th Avenue North. Based on the survey elevations, the lake bank slope approaches 1:1. The fence may help to secure the area for protection of the public.

5. City Utility maps do not indicate the existence of any City owned public infrastructure in the southern parkway of 28th Avenue North in the area of the proposed vacation.

6. The NS zoning district does not require sidewalk construction on the south side of 28th Avenue North.

In regard to fencing height allowed, City Code Section 16.40.040.3. allows 6-feet for a decorative fence or wall which is landscaped and which is on a property with more than 150 lineal feet of street frontage for residential uses in the front yard. The subject property is 160-feet in length. A decorative fence is defined as a fence that is made of PVC fence material, wrought iron, or aluminum pickets, or is a painted or stained shadow-box or board-on-board type fence. A 4-foot fence or wall of any style and a 5-foot hedge are allowed.

In regard to design, City Code Section 16.40.040.3. requires that fences and walls shall be comprised of no more than three materials for panels, posts, rails, columns, and other elements within all yards of any property. Fences and walls in side, rear, and waterfront yards may be comprised of a different material(s) than that used in the front yard. Fences and walls greater than 100 feet in length shall be articulated by columns or other visual breaks measuring at least two feet in width and spaced no more than 24 feet apart. Landscaping shall be provided in accordance with the landscaping and irrigation section. This design standard shall apply for any portion of a qualifying fence or wall facing a right-of-way.
City Code does not specify the type of landscaping required for a fence of 130-feet on residential property but has a requirement for in Section 16.40.060.2.1.2. for fences over 150-feet that they shall be landscaped with a minimum of one shrub for every three linear feet and one under-story tree for every 25 linear feet.

Analysis. Staff's review of a vacation application is guided by:
   A. The City's Land Development Regulations (LDR's);
   B. The City's Comprehensive Plan; and
   C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant (Attachment E) does provide background or analysis supporting a conclusion that vacating a portion of the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

Staff is recommending a vacation of a maximum of 10-feet of right-of-way which would accomplish several things. The first is to maintain the required right-of-way width. Secondly this could allow the applicant to place a fence at 8-feet (three-feet from top-of-bank to allow maintenance) and provide two feet for the required landscape buffer.

Staff shared this information with the applicant prior to formulating this report. The applicant had previously been noticed that the variance application could not be processed. The applicant elected to proceed with the request with the understanding that Staff would recommend denial of a portion of their request.

A. Land Development Regulations
Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. *Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.*

   The application was routed to the standard list of City Departments and private utility providers. Frontier Communications and Duke Energy have indicated that they will require an easement for their facilities. Bright House has not yet responded to the City's request for comment.

   This proposed vacation is located on the south side of the right-of-way in the NS-1 zoning district. In the NS-1 zoning district sidewalks are only required on the north and west sides of the street.

2. *The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.*
The vacation of this portion of right-of-way will not deny access to any lot of record.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The vacation of this portion of the street right-of-way will not create a dead-end, or alter current travel patterns. This is not an historically dedicated landmark or neighborhood.

4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

There may be a potential need for future street widening as there is currently a substandard pavement width. It has been noted by one of the neighbors that they have fought City plans to widen the pavement in the past. It has also been noted by one of the neighbors that there is a concern with the width of the roadway as the shoulder is constrained by the curbs in front of the subject address.

Standard pavement width requires 20-feet of paving plus the required curb width of 2-feet on each side if valley curb or 6" on each side if a 6" X 16" standard raised curb. A standard road with valley curb would be 24-feet wide back of curb to back of curb. So this 24-feet of paving could fit within the remaining right-of-way.

Some utility providers run their services to both ends of the subject property but do not cross the area to be vacated, there could be future potential need for connectivity of these services. The remaining approximately 9.8-feet between the back of curb and the proposed vacation could potentially accommodate those electric, gas and cable services. An easement will be required for Frontier Communications, Duke Energy and potentially for Bright House Communications, this is included as a condition of approval at the end of this report.

5. The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.

It has been the practice of the City's Engineering Department to not recommend vacate right-of-way when this would result in a "sawtooth" or uneven right-of-way widths. The proposed project would not be consistent with the traditional development along this block face. Adjacent properties have not sought vacation of right-of-way along this corridor and have not requested a variance to right-of-way width. The abutting property at 4950 28th Avenue North shares the same lake and has the same relationship to the right-of-way.

The site contains a portion of a large lake, the top of bank per the survey provided by the applicant, extends into a portion of the right-of-way proposed for vacation, approximately 5-feet. The reduction of right-of-way width below the required 50-feet is not necessary in order to fence and secure the property, which is the applicant's stated goal. According to the survey provided by the applicant the top of bank extends approximately 5 feet into the right-of-way. The applicant could have placed the fence at 8-feet which is closer to the top
There has been a strong response from the public in response to the mailed notice. One of the common concerns has been the precedent set by the vacating of portions of right-of-way and the question of would this result in others seeking the same thing.

B. Comprehensive Plan

There are policies in the City's Comprehensive Plan which apply to vacation of right-of-way in specific areas of the City, none of these policies apply to this request.

C. Adopted Neighborhood or Special Area Plans

There are no Special Area Plans which affect the subject property. The subject right-of-way is within the boundaries of the Disston Heights Neighborhood Association. The Disston Heights Neighborhood Association does not have a Neighborhood plan.

PUBLIC COMMENTS: The subject property is within the boundaries of the Disston Heights Neighborhood Association. The Neighborhood Association was notified prior to submittal of the case and the applicant's attended a neighborhood meeting on January 8, 2019.

Staff has received numerous phone calls in response to the required public notice. One person indicated that they were not opposed to the vacation but were opposed to the 6-foot fence of this style with no landscaping. The other eight indicated their concerns and objection to the proposed vacation, which included:

- That there is no justification for the vacation;
- That this sets a precedent which would allow others to vacate sections of right-of-way;
- Concern about safety when narrowing the right-of-way;
- That they could maintain the fence location that they have;
- The fence does not protect the public;
- The neighbors are not aware of any safety concerns;
- That the fence is a blight on the neighborhood.

RECOMMENDATION: Staff recommends DENIAL of the proposed 11.5-foot partial street right-of-way vacation and APPROVAL of a maximum of 10-foot right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following amended conditions of approval:

1. Prior to recording the vacation Ordinance, provide a corrected Description and Sketch to match the City Council approved limits and with the corrections requested by the City Surveyor, this Description and Sketch to be reviewed and approved by the City Surveyor.

2. Prior to recording the vacation Ordinance, either relocate utilities, provide a public utility easement, or provide private easements to Frontier Communications, Duke Energy and Bright House. In any case, a letter of no objection from each affected utility is required.
3. Prior to recording the vacation ordinance, the applicant shall remove the board on board fence located 11.5-feet from their property line.

4. If the applicant wishes to fence within the vacated right-of-way with a 6-foot fence, the applicant shall provide a decorative fence as defined in City Code Section 16.40.040.2 and they shall landscape the area adjacent to the 6-foot fence with a minimum of one shrub for every three linear feet and one under-story tree for every 24 linear feet. Understory trees and shrubs are as defined in Section 16.40.060.2.1.6 attached. The 6-foot fence shall be set back a minimum of 2-feet from the property line in order to provide the required landscaping. Existing oak trees in the right-of-way located within 8-feet of the face of the fence may be included in the trees required. This landscaping will be in lieu of decorative columns required under City Code Section 16.40.040.3

5. Any trees listed on the attached list of Prohibited Trees from Section 16.40.060.2.1.6 shall be removed from the area of the right-of-way being vacated.

6. As required by City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

REPORT PREPARED BY:

Kathryn Younkin, AICP, LEED AP BD+C, Subdivision Coordinator
Development Review Services Division
Planning & Development Services Department

REPORT APPROVED BY:

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

A – Parcel Map
B – Aerial Map
C – Boundary Survey
LEGAL DESCRIPTION (AS PURCHASED)

LOT 4 AND THE WEST 180 FEET OF THE NORTH 470 FEET (2) OF LOT 1, GLEN ECHO ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 31, IN THE OFFICIAL PUBLIC RECORDS OF PINELLA COUNTY, FLORIDA.

LEGEND

NOTES

SURVEYOR'S CERTIFICATE

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY

SHEET 1 OF 1
Property Information
Address: 5034 28TH AVE N
SAINT PETERSBURG, FL 337102744
Location ID: 30155
Parcel Identification Nbr: 09/31/16/31032/000/0040/
Old account number: 59707510
Zoning: DISSTON HEIGHTS CIVIC ASSN

Case General Information
Case status: AC ACTIVE
Status date: 5/03/2018
Case type: ZONE ZONING VIOLATIONS
Reported date: 5/03/2018
Origination: SC SEE CLICK FIX
Default inspector: MW MONIQUE WADLEY 892-5538
Credit balance: .00
Disposition: Public
Pin number: 834720

Owner Information
Owner name: SHAYEGAN 28TH AVE PROPERTY TRU
Address: 2299 65TH PL N
City: SAINT PETERSBURG, FL 337026361
Phone: 0
Notice: Y
Flip: 

Violations
<table>
<thead>
<tr>
<th>Type</th>
<th>Status</th>
<th>Location</th>
<th>Quantity</th>
<th>Date Established</th>
<th>Date Resolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>STRUCTURE ON RIGHT-OF-WAY</td>
<td>AC</td>
<td></td>
<td>1</td>
<td>5/17/2018</td>
<td></td>
</tr>
</tbody>
</table>

Case Data
Description
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>TYPE USE</td>
</tr>
<tr>
<td>PLAT SHEET M-16</td>
</tr>
<tr>
<td>OFFICIAL RECORDS BOOK/PA</td>
</tr>
<tr>
<td>CEB AGENDA ITEM NUMBER 159</td>
</tr>
<tr>
<td>CEB ORDER DAYS 90</td>
</tr>
<tr>
<td>CEB ORDER FINE AMOUNT/DA 50.00</td>
</tr>
<tr>
<td>CEB ORDER COMPLIANCE DAT 12/25/2018</td>
</tr>
<tr>
<td>CEB ORDER MAILED DATE 10/02/2018</td>
</tr>
<tr>
<td>SPEC MAGISTRATE SCHED DA 01/23/2019</td>
</tr>
<tr>
<td>SPEC MAGISTRATE AGENDA N CBB</td>
</tr>
<tr>
<td>SPEC MAG LAST CERT LIEN</td>
</tr>
<tr>
<td>SPEC MAG TOTAL CERT LIEN</td>
</tr>
<tr>
<td>SPEC MAG ORDER MAILED DA</td>
</tr>
<tr>
<td>CEB MEETING DATE 09/26/2018</td>
</tr>
<tr>
<td>SPEC MAGISTRATE MEETING 01/23/2019</td>
</tr>
</tbody>
</table>

Active Inspections
<table>
<thead>
<tr>
<th>Type</th>
<th>Inspect Date</th>
<th>Schedule Date</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case narrative</td>
<td></td>
<td></td>
<td>scff 4400298-Front of Yard Home, and Front of Property Along Street within 12' of curb line, are currently being enclosed by 6' Wooden Fence...</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5/03/2018</td>
<td>5/03/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5/03/2018</td>
<td>5/03/2018</td>
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<tr>
<td></td>
<td></td>
<td>5/03/2018</td>
<td>5/03/2018</td>
</tr>
<tr>
<td>May 3, 2018 8:54:09 AM knsmith.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection comments</td>
<td></td>
<td></td>
<td>6ft Wood Fence in the front is located on the right of way.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5/04/2018</td>
<td>5/04/2018</td>
</tr>
<tr>
<td>002 - REINSPECTION</td>
<td></td>
<td></td>
<td>May 7, 2018 1:57:34 PM MMWADLEY. Measured wood fence from middle of right of way. It appears to be encroaching the front yard by 5 ft. Mr. Shayagan drove up while I was at the property and we discussed fence complaint. Per Supervisor Mike Vold, via telephone call, he suggested Mr. Shayagan speak with Engineering re: unique circumstances of his property with lake that they want to fence off. Discussed with him that maybe Engineering will work with them on obtaining a fence variance.</td>
</tr>
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<td>5/07/2018</td>
<td>5/07/2018</td>
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<td>5/07/2018</td>
<td>5/07/2018</td>
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<tr>
<td></td>
<td></td>
<td>5/17/2018</td>
<td>5/17/2018</td>
</tr>
<tr>
<td>004 - REINSPECTION</td>
<td></td>
<td></td>
<td>June 18, 2018 2:25:02 PM MMWADLEY. Wood Fence remains on right of way.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9/13/2018</td>
<td>9/13/2018</td>
</tr>
<tr>
<td>005 - REINSPECTION</td>
<td></td>
<td></td>
<td>August 8, 2018 8:23:53 AM mmwadley. Wood fence remains on right of way.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8/08/2018</td>
<td>8/08/2018</td>
</tr>
<tr>
<td>006 - REINSPECTION</td>
<td></td>
<td></td>
<td>September 5, 2018 8:43:56 AM MMWADLEY. vn remains at 1140a.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9/05/2018</td>
<td>9/05/2018</td>
</tr>
<tr>
<td>007 - REINSPECTION</td>
<td></td>
<td></td>
<td>September 12, 2018 3:58:02 PM mmwadley.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9/12/2018</td>
<td>9/12/2018</td>
</tr>
</tbody>
</table>
008 - REINSPECTION
Results status INSPECTI

September 25, 2018 2:27:47 PM MMMADLEY.
6 ft wood fence remains in right of way.
9/25/2018

009 - REINSPECTION
Results status INSPECTI

November 27, 2018 9:06:05 AM MMMADLEY.
6ft wood fence remains in right of way.
11/27/2018

Board meeting comments

001 - MISCELLANEOUS INFORMA

May 17, 2018 3:51:30 PM mmwadley.
Met with Peter Fritch with Engineering dept. and discussed fence issue.
5/17/2018

002 - TELEPHONE CONVERSATIO

May 22, 2018 12:54:12 PM mmwadley.
Voice mail message received from Mrs. Shayegan requesting to speak with supervisor in regards to the violation notice received.
5/22/2018

003 - ELECTRONIC MAIL

to Supervisor: Michael Vold <michael.vold@stpete.org>
at: Tue 5/22/2018 12:53 PM
Good Afternoon Mike,

I received a voice mail message from Dawn Shayegan (phone number provided) owner of 5034 28th Ave N Fence Case, requesting to speak with you in regards to violation of fence notice received.
5/22/2018

004 - TELEPHONE CONVERSATIO

May 29, 2018 2:34:05 PM mrvoid.
Supervisor Vold spoke with Ms. Shayegan 727-527-7886, regarding her fence and the property in general. She stated issues with the neighbors and that this house was her mothers and is trying to get it fixed up to sell. Her daughter and boyfriend are staying there. She stated that John Norris with the city put in the storm drains to help with the drainage problem. Set up a time to meet for Friday 6/1/18 at 11 am, to look at the circumstances with the fence location with the lake and right of way.
5/29/2018

005 - MEETING

June 4, 2018 1:15:20 PM mrvoid.
Supervisor Vold and Investigator Wadley met with owners to discuss the 6 foot wood fence location in the front of the house. After measuring the City right of way and finding that the fence is encroaching into the city right of way, explained to the owners that it is not allowed at this
<table>
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<tr>
<th>Type</th>
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<th>Date</th>
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<tbody>
<tr>
<td>(Continued)</td>
<td>location as the Engineering Department states they will not give a variance or permit for the fence in the right of way. The owner stated they spoke with Zoning and that Cathryn stated they could have a six foot fence and I explained that they could for the length of their lot, but not in the right of way. She stated that they could not put a fence where their property lies as the lake/pond bank slopes to much and too much tree roots.</td>
<td>6/04/2018</td>
</tr>
<tr>
<td>006 - TAKE PHOTOGRAPHS</td>
<td>June 4, 2018 3:05:40 PM Mmwendley. Photos taken of wood fence.</td>
<td>6/04/2018</td>
</tr>
<tr>
<td>007 - ELECTRONIC MAIL</td>
<td>June 14, 2018 9:58:57 AM mrvold. Supervisor Void received an email from owner's a pictures of their survey. Will attach it to the case.</td>
<td>6/14/2018</td>
</tr>
<tr>
<td>008 - TELEPHONE CONVERSATION</td>
<td>June 14, 2018 10:01:00 AM mrvold. Supervisor Void left a message for Peter Fritsch ext. 7397 with Engineering regarding the concern of the city right of way that is part of this pond/lake at this property and the steep slope/drop off into the pond/lake as this is why the owners were wanting to put a fence up in the city right of way.</td>
<td>6/14/2018</td>
</tr>
<tr>
<td>009 - ELECTRONIC MAIL</td>
<td>July 27, 2018 8:33:03 AM mmmwadley. Thanks, it was a good vacation. Sorry that your fence situation continues. My suggestion is that you have a survey done to locate your property line and then install the new fence on your private property. We can only assume that the old fence was on private property so to say that you can put the new fence where the old one was might put it in the public right-of-way. You really need a survey from a licensed surveyor to include having the property corner stakes located or reset. Hope that this email helps at least a little. Sincerely, Peter H. Fritsch Engineering and Capital Improvements Department City of St. Petersburg One Fourth Street North, 7th Floor Engineering Dept. St. Petersburg, FL 33701-2842 Office Phone: 727-893-7397 Fax: 727-892-5476 Email: <a href="mailto:Peter.Fritsch@stpete.org">Peter.Fritsch@stpete.org</a></td>
<td>7/27/2018</td>
</tr>
</tbody>
</table>
law.

From: dawna@dawnaavon.com [mailto:dawna@dawnaavon.com]
Sent: Sunday, July 22, 2018 7:32 PM
To: Peter H. Fritsch
Subject: 5034-28th Avenue North, St. Petersburg, FL 33710

Dear Mr. Fritsch,

We hope you had a great vacation! We are e-mailing you today because we wanted to get your help regarding our fence once again. We requested that Code Enforcement look at the fence and Mr. Vold and Monique Wadley came out to the property on June 1, 2018, and looked at the fence. Mr. Vold said he would be contacting you and he e-mailed to let us know he would be back in touch with us. Five and a half weeks went by with no response. We then received a notice in the Codes Compliance website stating that a CEB Hearing was being sent, so we called Mr. Vold. He stated that he did not know he was to contact us and there was nothing he could do. We mentioned your voice-mail and our meeting with you stating that we could only put the fence back where the original was, butting up to and going between each tree. He stated if you could put in writing that we can put the new fence back where the old fence was, the CEB Hearing would be cancelled.

Is there any way you could put in writing for Code Compliance that we can put our new fence where the old fence was? This would be exactly where the old fence existed for over fifty years, at the edge of the lake property. We are desperate to complete this project for safety and security.

Your help would be most appreciated again.

Sincerely,

Sharokh and Dawna Shayegan
727-527-7886

P.S. Our hearing is scheduled for August 22, 2018. With a letter it would be cancelled.

010 - POSTING

August 8, 2018 8:24:33 AM mmwadley.
Posted B1 notice to the property for CEB on wed 8/22/18.

011 - RETURN RECEIPT REC'D

RETURN RECEIPT RECEIVED FOR THE CODE ENFORCEMENT BOARD
NOTICE OF HEARING ADDRESSED TO: SHAYEGAN 28TH AVE PROPERTY
SIGNED BY: DS
DATED: 7/17/18
<table>
<thead>
<tr>
<th>Type</th>
<th>Text</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Continued)</td>
<td>AUGUST AGENDA ITEM #87</td>
<td>8/09/2018</td>
</tr>
<tr>
<td>012 - MEETING</td>
<td>August 9, 2018 3:40:57 PM mmwadley. Director James Corbett and Operations Manager, Joe Waugh met with Mr. &amp; Mrs. Shayaneg. They are granting them an extension of time and will be removing this case from the August 22, 2018 hearing and has advised them of same. Code Enforcement Board hearing on this case will be scheduled for the September 2018 hearing.</td>
<td></td>
</tr>
<tr>
<td>013 - CASE REMOVED FROM CEB</td>
<td>August 9, 2018 3:43:58 PM mmwadley. Director James Corbett and Operations Manager, Joe Waugh met with Mr. &amp; Mrs. Shayaneg. They are granting them an extension of time and will be removing this case from the August 22, 2018 hearing and has advised them of same. Code Enforcement Board hearing on this case will be scheduled for the September 2018 hearing.</td>
<td></td>
</tr>
<tr>
<td>014 - OWNER NOTIFIED</td>
<td>August 9, 2018 3:44:20 PM mmwadley. Owners notified case removed from the August 22, 2018 CEB hearing and rescheduled for the Sept 2018 hearing to allow them time to remedy the fence violation.</td>
<td></td>
</tr>
<tr>
<td>015 - RETURN RECEIPT REC'D</td>
<td>RETURN RECEIPT RECEIVED FOR THE CODE ENFORCEMENT BOARD NOTICE OF HEARING ADDRESSED TO: SHAYEGAN 28TH AVE PROPERTY SIGNED BY: NOT LEGIBLE DATED: N/A SEPTEMBER AGENDA ITEM 159 AUGUST 30, 2018 11:04:10 AM l1jones.</td>
<td></td>
</tr>
<tr>
<td>016 - POSTING</td>
<td>September 5, 2018 8:44:28 AM mmwadley. Posted B1 for 9/26/18 hearing to the property at 1140a.</td>
<td>9/05/2018</td>
</tr>
<tr>
<td>017 - TAKE PHOTOGRAPHS</td>
<td>September 12, 2018 3:58:32 PM mmwadley. Photos taken for sept 2018 CEB</td>
<td>9/12/2018</td>
</tr>
<tr>
<td>019 - ELECTRONIC MAIL</td>
<td>September 25, 2018 2:30:03 PM mmwadley. From: Sam Shayegan [mailto: <a href="mailto:samfinancial@gmail.com">samfinancial@gmail.com</a>] Sent: Monday, September 24, 2018 1:54 PM To: Jennifer C. Bryla <a href="mailto:Jennifer.Bryla@stpete.org">Jennifer.Bryla@stpete.org</a> Ce: Michael Vold <a href="mailto:Michael.Vold@stpete.org">Michael.Vold@stpete.org</a> <a href="mailto:catherine.youkin@stpete.org">catherine.youkin@stpete.org</a>; Scot K. Bolyard <a href="mailto:Scot.Bolyard@stpete.org">Scot.Bolyard@stpete.org</a></td>
<td>9/25/2018</td>
</tr>
</tbody>
</table>


Subject: 5034 28th Ave North St. Petersburg

Dear Jennifer,

We enjoyed meeting with you today to discuss the process of filing a Partial Vacation of Right-of-Way. Please find attached the Specific Purpose Survey that we discussed. We hope this will provide enough information to go forward with filing the application.

Please contact us at 727-527-7886 if you have any further questions or information for us.

Sincerely,

Sharokh and Dawna Shayeaghn

020 - CODES ENFORCEMENT MEE
COMPLIANCE DATE 12/25/2018. FINE 550.00/DAY.
*****
OWNER/REP PRESENT. BOARD GAVE 90 DAYS.

021 - CODES ENFORCEMENT MEE
CERTIFIED LIENS TOTAL $0.00. POTENTIAL LIENS NOT CERTIFIED
$1,450.00 (12/26/2018 01/23/2019).

022 - CEB ORDER MAILED

023 - RETURN RECEIPT REC'D/
RETURN RECEIPT RECEIVED FOR THE ORDER OF THE BOARD ADDRESSED TO: SHAYEGAN 28TH AVE PROPERTY TRU
DATED: NOT DATED
SEPTMBER AGENDA ITEM #159
October 22, 2018 1:56:55 PM ltggreen.

024 - RECORD CHECK
November 27, 2018 9:06:39 AM MWMADLEY.
No variance info found per rc.

025 - POSTING
November 27, 2018 9:07:34 AM MWMADLEY.
posted m9 notice to the property from item 159 with lien hearing to take place on 1/23/19.

026 - MISCELLANEOUS INFORMA
December 20, 2018 2:53:37 PM mwmadley.
Case to be deferred from hearings until outcome from application owner's submitted to zoning for partial vacation of right of way.

Land Management Information
Legal description
GLEN ECHO EXT
LOT 4 AND W 160FT OF N
F - Applicant's Narrative and Signatures of Support, Neighborhood Participation Report
**SUBDIVISION DECISION Application**

Application No.: 18-530006/2-

---

**GENERAL INFORMATION**

**NAME of APPLICANT (Property Owner):**

Street Address: 5034 28th Ave N
City, State, Zip: St. Petersburg, FL 33710
Telephone No.: (727) 527-7886 Email Address: Dawna@dawnaavon.com

**NAME of AGENT or REPRESENTATIVE:**

Street Address: Same As Above
City, State, Zip:
Telephone No.:
Email Address:

**PROPERTY INFORMATION:**

Street Address or General Location: 5034 28th Ave N St. Petersburg, FL 33710
Parcel ID(s): 09-31-16-86113-001-0010

**DESCRIPTION OF REQUEST:** Partial Vacation Right-Of-Way

---

**PRE-APPLICATION DATE:**

**PLANNER:**

<table>
<thead>
<tr>
<th>FEE SCHEDULE</th>
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</thead>
<tbody>
<tr>
<td>Lot Line &amp; Lot Split Adjustment Administrative Review</td>
<td>$200.00</td>
<td>Vacating Streets &amp; Alleys</td>
</tr>
<tr>
<td>Lot Line &amp; Lot Split Adjustment Commission Review</td>
<td>$300.00</td>
<td>Vacating Walkway</td>
</tr>
<tr>
<td>Lot Refacing Administrative Review</td>
<td>$300.00</td>
<td>Vacating Easements</td>
</tr>
<tr>
<td>Lot Refacing Commission Review</td>
<td>$500.00</td>
<td>Vacating Air Rights</td>
</tr>
<tr>
<td>Variance with any of the above</td>
<td>$200.00</td>
<td>Street Name Change</td>
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<tr>
<td></td>
<td></td>
<td>Street Closing</td>
</tr>
</tbody>
</table>

Cash, credit, and checks made payable to the “City of St. Petersburg”

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**AUTHORIZATION**

City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspection will be referred to the City’s Codes Compliance Assistance Department.

The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant’s signature attests that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

**NOTE:** IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE, OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPLICATION.

Signature of Owner/Agent:
*Affidavit to Authorize Agent required; signed by Agent*

Typed name of Signatory: Sharokh And Dawna Shayan

Date: 12/12/2018

---

Page 3 of 6
All applications for a variance must provide justification for the requested variance(s) based on the criteria set forth by the City Code. It is recommended that the following responses be typed. Illegible handwritten responses will not be accepted. Responses may be provided as a separate letter, addressing each of the six criteria.

**ALL OF THE FOLLOWING CRITERIA MUST BE ANSWERED.**

<table>
<thead>
<tr>
<th>APPLICANT NARRATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address: 5034 28th Ave No St. Pete, FL 33710 Case No.:</td>
</tr>
<tr>
<td>Detailed Description of Project and Request:</td>
</tr>
</tbody>
</table>

1. What is unique about the size, shape, topography, or location of the subject property? How do these unique characteristics justify the requested variance?

*Our property line encompasses a steep embankment down into a lake just a few feet from 28th Avenue where pedestrians with children and pets walk daily. This will allow a fence to protect the public.*

2. Are there other properties in the immediate neighborhood that have already been developed or utilized in a similar way? If so, please provide addresses and a description of the specific signs or structures being referenced.

*Absolutely none.*

3. How is the requested variance not the result of actions of the applicant?

*No other options are available for a protective fence barrier due to the steep slope into the lake.*
All applications for a variance must provide justification for the requested variance(s) based on the criteria set forth by the City Code. It is recommended that the following responses by typed. Illegible handwritten responses will not be accepted. Responses may be provided as a separate letter, addressing each of the six criteria.

<table>
<thead>
<tr>
<th>APPLICANT NARRATIVE</th>
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<tbody>
<tr>
<td>4. How is the requested variance the minimum necessary to make reasonable use of the property? In what ways will granting the requested variance enhance the character of the neighborhood?</td>
</tr>
<tr>
<td>A minimum depth of 1.5 feet and a minimum width of 130 feet to secure the lake edge of the property for security.</td>
</tr>
<tr>
<td>5. What other alternatives have been considered that do not require a variance? Why are these alternatives unacceptable?</td>
</tr>
<tr>
<td>There are none available. The natural layout of the land does not permit any other alternatives.</td>
</tr>
<tr>
<td>6. In what ways will granting the requested variance enhance the character of the neighborhood?</td>
</tr>
<tr>
<td>There will be a security fence that is beautiful to look at as well as protect the public and animals from the body of water.</td>
</tr>
</tbody>
</table>
Kathryn Younkin

From: Kathryn Younkin  
Sent: Thursday, October 25, 2018 1:54 PM  
To: ‘dawnalexan@avon.com’  
Cc: Scot K. Bolyard; Jennifer C. Bryla; Nancy Davis  
Subject: FW: Partial Right of Way Vacation to Accommodate Fence_5034 28th Ave No 33710  

Mr. and Mrs. Shayegan,

City Engineering has completed their review of the special purpose survey, please see the notes below. So based on the below, city staff could support your request for vacation of a 11.5 foot portion of 28th Avenue North right-of-way (ROW) adjacent to your north property line. Please keep in mind that the ultimate decision is made by the City Council, with a recommendation from the Development Review Commission (DRC). The DRC schedule is attached, and the case would go the City Council typically on the third Thursday of the following month.

This would go through the process of a Vacation of Right-of-Way, please see attached guidelines for more information on the process. I have also attached the application, Subdivision Decision. This application requires a Description and Sketch of the portion of ROW to be vacated, as well as notification of the Neighborhood Association prior to submittal. The fee is $1000. Neighborhood Association contact information:

<table>
<thead>
<tr>
<th>Diston Heights</th>
<th>Jennifer Joern</th>
<th>727-692-4312</th>
<th><a href="mailto:jennifer.joern@yahoo.com">jennifer.joern@yahoo.com</a>; <a href="mailto:rmcda@yahoo.com">rmcda@yahoo.com</a></th>
<th>P.O. Box 41592</th>
<th>33732-1592</th>
<th>2nd Tue @ 7 p.m. (No July or August Meetings)</th>
<th>St. Petersburg Community Church - 4501 30th Ave N</th>
</tr>
</thead>
</table>

We also ask that you reach out to your neighbors for signatures on the Neighborhood Worksheet.

This would also require a variance to our subdivision regulations which would require that 28th Avenue North be maintained as a 50 foot ROW. Please see 16.40.140.4.1. - Streets. At this link: 16.40.140 - SUBDIVISIONS. We would process this variance with your vacation hearing at the DRC hearing. The narrative for this is attached. The fee for the variance portion of your application is $300.

You may have other utility providers such as Duke Energy and multiple cable companies within the ROW you are proposing to vacate. During the vacation process we route your application to them for comment. If they have facilities you will be required to provide an easement to each of the providers or pay for relocation of their facilities. An alternative would be a public utility easement over the entire area to be vacated, there is an $800 city fee to cover the costs for this which would be prepared by the City’s Real Estate Department and recorded at the same time as the vacation.

This email can serve as our required pre-application meeting (please attach a copy of this email with your application). Please also attach a to scale copy of the Special Purpose survey with your application for our records. Please let me know if you have any questions or would prefer to meet in person.

Thank you,
Kathryn A. Younkin, AICP, LEED AP BD+C  
Subdivision Coordinator  
City of St. Petersburg, Planning and Development Services  
1 Fourth Street North, St. Petersburg, FL 33701  
727-892-5958 / Fax: 727-892-5557  
kathryn.Younkin@stpete.org

Please note all emails are subject to public records law.

From: Nancy Davis  
Sent: Wednesday, October 17, 2018 4:35 PM  
To: Kathryn Younkin <Kathryn.Younkin@stpete.org>  
Cc: Mark Riedmueller <Mark.Riedmueller@stpete.org>; Peter H. Fritsch <Peter.Fritsch@stpete.org>; Jennifer C. Bryla <Jennifer.Bryla@stpete.org>; Mike Ryle <Mike.Ryle@stpete.org>  
Subject: Partial Right of Way Vacation to Accommodate Fence_5034 28th Ave No 33710

Kathryn,

The special purpose survey should be adequate to allow the applicant to accurately define the limits necessary for partial right of way vacation as necessary to accommodate the existing fence. Engineering has reviewed the survey to provide the following technical considerations to assist zoning staff in determining the level of staff support for the proposed right of way vacation:

1. The survey indicates that the fence encroaches 11.5' into the 60-foot wide right of way, leaving approximately 9.8-feet of roadway south of the southern curb line of 28th Ave North.

2. City Utility maps do not indicate the existence of any City owned public infrastructure in the southern roadway of 28th Avenue North in the area of the proposed vacation.

3. The NS zoning district does not require sidewalk construction on the south side of 28th Avenue North.

4. The north 30-feet of the right of way of 28th Ave N appears to have been dedicated on PB 10, PG 66, Summit Grove Subdivision. The south 30-feet of the right of way of 28th Avenue North appears to have been dedicated on PB 15, PG 38, Glen Echo Subdivision. To maintain the minimum 50-foot wide right of way width required for a local street by current City Land Development Code Section 16.40.140.4.1(E), each of these subdivisions would only be required to dedicate 25-feet of right of way, rather than 30-feet.

Vacation of the southern 11.5-feet of the right of way of 28th Avenue North for a distance as necessary to accommodate the fence, will result in an overall right of way width of only 48.5-feet. The right of way boundary will no longer be consistent in the block nor will it be symmetrical (there will be 30-feet of right of way north of the roadway centerline but only 18.5-feet of right of way south of the roadway centerline). If supported by staff, Zoning will need to determine if this vacation would also require a variance to the right of way requirements of the Land Development Code.

5. The survey indicates that the top of bank of the privately owned lake is now encroaching into the public right of way of 28th Ave N. Based on the survey elevations, the lake bank slope approaches 1:1. The fence may help to secure the area for protection of the public.

Sincerely,
Nancy E. Davis  
Engineering Plan Review Supervisor

Engineering and Capital Improvements Department
City of St. Petersburg
One Fourth Street North, 7th Floor Engineering Dept.
St. Petersburg, Fl. 33701-2842
Email: Nancy.Davis@stpete.org
Please note all emails are subject to public records law.
LEGAL DESCRIPTION (AS PURCHASED)

LOT 4 AND THE WEST 160 FEET OF THE NORTH 470 FEET (S) OF LOT 1, GLEN ECHO ESTATES, according to the map or plat thereof as recorded in Plat Book 35, Page 31, in the official public records of Pinellas County, Florida.

LEGEND


NOTES

FLOOD ZONE INFORMATION

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES HERETO AND MAY NOT BE TRANSFERRED OR ASSIGNED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR.
VARIANCE

NEIGHBORHOOD WORKSHEET

Applicants are strongly encouraged to obtain signatures in support of the proposal(s) from owners of property adjacent to or otherwise affected by a particular request.

<table>
<thead>
<tr>
<th>NEIGHBORHOOD WORKSHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Address:</strong> 5034-28 Avenue N</td>
</tr>
<tr>
<td><strong>Description of Request:</strong></td>
</tr>
</tbody>
</table>

The undersigned adjacent property owners understand the nature of the applicant's request and do not object (attach additional sheets if necessary):

1. **Affected Property Address:** 5013 28th Ave N  
   **Owner Name (print):** Michael Jones  
   **Owner Signature:**

2. **Affected Property Address:** 5021 28th Ave N  
   **Owner Name (print):** Clifford White  
   **Owner Signature:**

3. **Affected Property Address:** 5035 28th Ave N  
   **Owner Name (print):** Linda Smith  
   **Owner Signature:**

4. **Affected Property Address:** 4950 28th Ave N St Pete Fl 33710  
   **Owner Name (print):** John Brown  
   **Owner Signature:**

5. **Affected Property Address:** 4965 28th Ave N St Pete  
   **Owner Name (print):** Mike Lee  
   **Owner Signature:**

6. **Affected Property Address:**  
   **Owner Name (print):**  
   **Owner Signature:**

7. **Affected Property Address:**  
   **Owner Name (print):**  
   **Owner Signature:**

8. **Affected Property Address:**  
   **Owner Name (print):**  
   **Owner Signature:**
Applicants are strongly encouraged to obtain signatures in support of the proposal(s) from owners of property adjacent to or otherwise affected by a particular request.

### NEIGHBORHOOD WORKSHEET

<table>
<thead>
<tr>
<th>Street Address: 5034-38 Avenue N, Case No.:</th>
<th>Description of Request: VACATION OF PORTION OF RIGHT OF WAY 11.5 FEET</th>
</tr>
</thead>
</table>

The undersigned adjacent property owners understand the nature of the applicant's request and do not object (attach additional sheets if necessary):

1. **Affected Property Address:** 5021 28th Ave N
   - **Owner Name (print):**
   - **Owner Signature:**

2. **Affected Property Address:** 5035 28th Ave N
   - **Owner Name (print):**
   - **Owner Signature:**

3. **Affected Property Address:** 4550 28th Ave N
   - **Owner Name (print):**
   - **Owner Signature:**

4. **Affected Property Address:** 5001 28th Ave N
   - **Owner Name (print):**
   - **Owner Signature:**

5. **Affected Property Address:** 5015 28th Ave N
   - **Owner Name (print):**
   - **Owner Signature:**

6. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**

7. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**

8. **Affected Property Address:**
   - **Owner Name (print):**
   - **Owner Signature:**
Subject: Re: 5034 28th Ave No St.Petersburg, FL 33710
From: Jennifer Joern <jennifer.joern@yahoo.com>
Date: 12/10/2018 12:25 PM
To: Kathryn Younklin <Kathryn.Younklin@stpete.org>, "dawna@dawnaavon.com"
<dawna@dawnaavon.com>, Pamela Huff <pehuff@yahoo.com>

Thank you, Dawna, for the update.

I am including DHCA's new President, Pam Huff (effective January 1, 2019), on this note as she will be your point of contact moving forward regarding your notification to DHCA.

Enjoy the holiday season - Jennifer

Jennifer A. Joern
Disston Heights Civic Association, President
C: 727-692-4312

On Monday, December 10, 2018, 9:42:19 AM EST, dawna@dawnaavon.com <dawna@dawnaavon.com> wrote:

December 10, 2018
Re: 5034 28th Avenue North

Dear Jennifer,

We met with Kathryn Younklin and we were informed that we are required to apply for a variance as well as the partial vacation of right-of-way. We are emailing to inform you at this time as we proceed with the application process.

Sincerely,

Sharokh and Dawna Shayegan
Cc: Kathryn Younklin
Subject: RE: 5034-28th Avenue North - Re: Partial Vacation Of Right Of Way
From: Kathryn Younkin <Kathryn.Younkin@stpete.org>
Date: 12/4/2018 4:46 PM
To: Jennifer Joern <jennifer.joern@yahoo.com>, "dawna@dawnaavon.com"
       <dawna@dawnaavon.com>
       CC: Pamela Huff <pehuff@yahoo.com>

I just wanted to clarify that if the application is received by December 10th at 2 pm, then this would be heard at the February 6th DRC or if received between December 10th and January 7th would be heard at the March 6th DRC.

Thank you,

Kathryn A. Younkin, AICP, LEED AP BD+C
Subdivision Coordinator
City of St. Petersburg, Planning and Development Services
1 Fourth Street North, St. Petersburg, FL 33701
727-892-5958 / Fax: 727-892-5557
Kathryn.Younkin@stpete.org

Please note all emails are subject to public records law.

From: Jennifer Joern [mailto:jennifer.joern@yahoo.com]
Sent: Tuesday, November 20, 2018 11:18 AM
To: dawna@dawnaavon.com
Cc: Kathryn Younkin <Kathryn.Younkin@stpete.org>; Pamela Huff <pehuff@yahoo.com>
Subject: 5034-28th Avenue North - Re: Partial Vacation Of Right Of Way

Thank you for your phone call and follow up e-mail, Mrs. Shayegan.

The following notes summarizes last night's discussion:

1 - You have not presented, nor will you have the opportunity to present, your case to partially vacate the ROW located at 5034 28th Avenue N to the Disston Heights Civic Association (DHCA) due to the date of your hearing with the city (late December).
2 - DHCA does not host an official Membership Meeting in December.
3 - The next scheduled DHCA Membership Meeting is January 8, 2019.
4 - DHCA has no opinion as it pertains to the Public Participation Report required for your Partial Vacation of the ROW application as it was not, nor will do you have plans to, present it to DHCA membership. Kathryn, please take note. Thank you!
5 - DHCA will not sign off of the Public Participation Report required for your Partial Vacation of the ROW application as it was not, nor will do you have plans
RE: 5034-28th Avenue North - Re: Partial Vacation Of Right Of Way

To, present it to DHCA membership. Kathryn, please take note. Thank you!
6 - Effective January 1, 2019, the President of DHCA is Pam Huff (on copy)

Have a good morning - Jennifer

Jennifer A. Joern
Disston Heights Civic Association, President
c: 727-692-4312

On Monday, November 19, 2018, 6:37:35 PM EST, dawna@dawnaavon.com <dawna@dawnaavon.com> wrote:

November 18, 2018
Re: Partial Vacation of Right of Way
5034-28th Avenue North

Jennifer Joern,

We were just informed on November 13, 2018 that we were approved to start the process for the application with the city. Your contact information was given to us at that time. We will be contacting Zoning tomorrow, November 19, 2018 to let them know that we were able to reach you but are unable to meet until after January 2019.

Thank you for your assistance in this matter.

Sincerely,

Mr. & Mrs. Shayegan
727-527-7888

Your Sunshine City

- Attachments: 

DRC Schedule 2018-2019_11-08-18.pdf 34.7 KB
G - Photographs
H – Engineering Memorandum dated January 24, 2019
TO: Iris Winn, Administrative Clerk, Development Services  
    Jennifer Brola, Zoning Official, Development Review Services  
    Kathryn Younkin, Development Services  
FROM: Nancy Davis, Engineering Plan Review Supervisor  
DATE: January 24, 2019  
SUBJECT: Vacation with Variance  
FILE: 18-33000012 R1  

LOCATION AND PIN: 5034 28th Avenue North; 09/31/16/31032/000/0040  
ATLAS: M-16  
PROJECT: Vacation with Variance  
REQUEST: Approval of a vacation of an 11.5-foot by 130-foot portion of 28th Avenue North adjacent to the North Lot Line of the parcel located at 5034 28th Avenue North, with a variance to the right-of-way, width required from 50.0-feet to 48.5-feet.  

COMMENTS: The Engineering Department offers the following technical considerations to assist staff and DRC in determining the level of support for the proposed right of way vacation.  

1. The survey indicates that the fence encroaches 11.5' into the 60-foot wide right of way, leaving approximately 9.8-feet of parkway south of the southern curb line of 28th Ave North.  

2. The north 30-feet of the right of way of 28th Ave N was dedicated on PB 10, PG 66, Summit Grove Subdivision. The south 30-feet of the right of way of 28th Avenue North was dedicated on PB 15, PG 38, Glen Echo Subdivision. To maintain the minimum 50-foot wide right of way width required for a local street by current City Land Development Code Section 16.40.140.4.1(E), each of these subdivisions would only be required to dedicate 25-feet of right of way, rather than 30-feet. Vacation of the southern 11.5-feet of the right of way of 28th Avenue North for a distance as necessary to accommodate the fence, will result in an overall right of way width of only 48.5-feet. The right of way boundary will no longer be consistent in the block nor will it be symmetrical (there will be 30-feet of right of way north of the roadway centerline but only 18.5-feet of right of way south of the roadway centerline). If supported by staff, Zoning will need to determine if this vacation would also require a variance to the right of way requirements of the Land Development Code.  

3. Per the survey, a fence installed at the top of the existing lake bank would encroach only 5-feet into the southern right of way of 28th Avenue North. Shifting the fence alignment of the entire fence to encroach only 5-feet into the southern right of way of 28th Avenue North would be reasonable since the remaining 25-feet of the right of way would maintain the standard local street right of way width for the southern half of the right of way per the requirements of the City's Code. If the lake bank is uneven or unstable in this location, it may be necessary for the property owner to construct some type of low retaining wall outside the public right of way adjacent to the lake on which the fence could be mounted.  

4. The survey indicates that the top of bank of the privately owned lake is now encroaching into the public right of way of 28th Ave N. Based on the survey elevations, the lake bank slope approaches 1:1. The fence may help to secure the area for protection of the public.  

5. City Utility maps do not indicate the existence of any City owned public infrastructure in the southern parkway of 28th Avenue North in the area of the proposed vacation.  

6. The NS zoning district does not require sidewalk construction on the south side of 28th Avenue North.
Exhibit "A" – Description and Sketch
I - Emails Received
Hi Kathryn,

I noticed that the neighbor has cited this being a safety issue with the lake I just want you to know that I have been here 21 years and there’s never been an issue with the fence and the lake and as far back as 45 years there’s been no reports of any safety issues with the fence just an FYI thank you Mike Mathews

Sent from my iPhone

> On Jan 7, 2019, at 4:24 PM, Mike Mathews <mmathews5100@gmail.com> wrote:
>
> Hi Kathryn,
> My name is Mike Mathews I live at 5100 28 Ave. N. I oppose this variance that my neighbor is requesting, as it does not benefit the neighborhood at all, the road is narrow enough we have no room to get by as it is, I am not opposed for him to put back his 4 foot chain-link fence like it was and stay with in the variance lines like we all have in the neighborhood if he gets this variance than all the other neighbors will what too and what would that look like? Please feel free to reach out to me.
>
> Mike Mathews
> Sent from my iPhone
Good Day Kathryn,

I am Clifford G Hunter III, am the homeowner at 5021 28th Ave N, across the street from 5034 28th Ave N, aka your case # 18-33000012. I have no objection to a variance as it pertains "solely to the location of the fence along the property line". The bank is very steep on the waterfront side lot portion of this property, so it makes sense to allow the homeowner to place a fence, "that meets all city code requirements," on as level a ground as possible.

I do however, and have voiced our opposition to the city, and the homeowner, object to the current placement and use of a 6 foot tall wooden "non-decorative, non-landscaped" stockade fence placed across the front of this residential home and property. Per city fence guidelines 4' tall is the maximum height permitted beyond the sidewalks and across the front of a residential home. A 4' tall chain link was in place across the home, and side lot lake front, for many years, which was removed by the homeowner and replaced by a 6' tall wooden stockade fence, (which, even if allowed, wooden stockade fence is neither "decorative nor landscaped" as would be required by city code).

Per City Residential Requirements: Section 16.40.040.1
Both Descriptions and Diagrams within this code 16.40.040.1 clearly state, and demonstrate, that the use of a fence taller than 4 feet is prohibited across the front this residential property.

I appreciate your time and attention in this matter.

Sincerely,
Clifford G Hunter III
chuntergjii@gmail.com
January 10, 2019

Re: Application #18-33000012

Dear Kathryn,

We went to the DHCA Meeting Tuesday, January 8, 2019. Please find the attachment for the Public Participation Form.

Thank You

Sharokh and Dawna Shayegan
PUBLIC PARTICIPATION REPORT

Application No. 18-33000012

In accordance with LDR Section 16.70.040.1.F.2. "It is the policy of the City to encourage applicants to meet with residents of the surrounding neighborhoods prior to filing an application for a permit requiring review and public hearing. The applicant, at his option, may elect to include neighborhood mediation as a preparatory step in the development process. Participation in the public participation process prior to required public hearings will be considered by the decision-making official when considering the need, or request, for a continuance of an application. It is not the intent of this section to require neighborhood meetings, but to encourage meetings prior to the submission of applications for approval and documentation of efforts which have been made to address any potential concerns prior to the formal application process."

APPLICANT REPORT

Street Address:
1. Details of techniques the applicant used to involve the public
(a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal
   January 8, 2019 we met with the Disston Heights Civic Association and discussed the proposal of a Partial Vacation of Right-of-Way and Variance for a fence located at 5034 28th North. We expressed our concerns about the public, pets and children as the totally accessible to someone walking or falling down the steep embankment just feet away.
(b) Content, dates mailed, and number of mailings, including letters, meeting notices, newsletters, and other publications
   Saturday, January 5, 2019.49. Certified letters were mailed to all residents within 200 feet including a map. A Public Hearing sign was posted to the fence for anyone to view.
(c) Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located
   Within 200 feet of our property.

2. Summary of concerns, issues, and problems expressed during the process

Public Safety

3. Signature or affidavit of compliance - President or vice-president of any neighborhood associations

   Check one: [x] Proposal supported
   [ ] Do not support the Proposal
   [ ] Unable to comment on the Proposal at this time
   [ ] Other comment(s):

   Association Name: Disston Heights Civic Association
   President or Vice-President Signature: ___________________________

   If the president or vice-president of the neighborhood association are unavailable or refuse to sign such certification, a statement as to the efforts to contact them and in the event of unavailability or unwillingness to sign why they were unable or unwilling to sign the certification.

City of St. Petersburg — One 4th Street North — St. Petersburg, FL 33731-2842 — (727) 893-7471
www.stpete.org/ldr

Page 6 of 6
J – Section 16.40.060.2.1.6 Landscape Specifications
16.40.060.2.1.6. - Landscape specifications.

A. Unless otherwise specified, all landscape materials shall meet the following specifications:

<table>
<thead>
<tr>
<th>TREES: SHADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>All required shade trees shall measure a minimum of ten ft. in height and two inches diameter at breast height (dbh) at the time of planting. All shade trees shall be rated Florida Grade No. 1 and selected from the following list.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
<th>Water requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>sun</td>
<td>mix</td>
</tr>
<tr>
<td>Cypress, Bald</td>
<td><em>Taxodium distichum</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Elm, Chinese (Drake)</td>
<td><em>Ulmus parvifolia</em></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Elm, florida</td>
<td><em>Ulmus Americana, var. spp. floridana</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Elm, Winged</td>
<td><em>Ulmus Alata</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Loblolly Bay</td>
<td><em>Gordonia lasianthus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Magnolia, Southern*</td>
<td><em>Magnolia grandiflora</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

*Note: * indicates the required species for a landscape.
<table>
<thead>
<tr>
<th>Tree Type</th>
<th>Scientific Name</th>
<th>X</th>
<th>X</th>
<th>X</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnolia, Sweetbay*</td>
<td><em>Magnolia virginiana</em></td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Maple, Florida</td>
<td>*Acer saccharum, &quot;Floridanum&quot;</td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Maple, Red</td>
<td><em>Acer rubrum</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Mulberry, Red*</td>
<td><em>Morus rubra</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Oak, Live</td>
<td><em>Quercus virginiana</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Pine, Long-Leaf</td>
<td><em>Pinus palustris</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Pine, Slash</td>
<td><em>Pinus elliottii</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Sugarberry*</td>
<td><em>Celtis laevigata</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Sweetgum*</td>
<td><em>Liquidambar styraciflua</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Sycamore</td>
<td><em>Platanus occidentalis</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

*Tree produces berries or seed pods, which make it an unsuitable choice for locations near parking or sidewalk spaces.

Other shade trees identified as Florida Friendly by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered (http://fyn.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_v090110.pdf).
**TREES: UNDERSTORY**

All required understory trees shall measure a minimum of eight ft. in height and 1.5 inches diameter at breast height (dbh) at the time of planting. All understory trees shall be rated Florida Grade No. 1 and selected from the following list.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>sun</td>
<td>mix</td>
</tr>
<tr>
<td>Bay, Red</td>
<td><em>Persea borbonia</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Bay, Silk</td>
<td><em>Persea humilis</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Bay, Swamp</td>
<td><em>Persea palustris</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Buttonwood, Green</td>
<td><em>Conocarpus erectus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Buttonwood, Silver</td>
<td><em>Conocarpus erectus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>&quot;sericeus</em>&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cedar, Southern Red</td>
<td><em>Juniperus virginiana</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Crape Myrtle,</td>
<td><em>Lagerstroemia indica</em></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Any disease resistant varieties*
<p>| Hawthorn, Summer | <em>Crataegus flava</em> | X | X | X |
| Holly, American | <em>Ilex opaca</em> | X | X | X |
| Holly, Dahoon | <em>Ilex cassine</em> | X | X | X | X |
| Holly, East Palatka | <em>Ilex attenuata</em> &quot;East Palatka&quot; | X | X | X | X |
| Holly, Weeping Yaupon | <em>Ilex vomitoria</em> &quot;Pendula&quot; | X | X | X |
| Holly, Yaupon | <em>Ilex vomitoria</em> | X | X | X |
| Ligustrum | <em>Ligustrum japonicum</em> | X | X |
| Magnolia | <em>Magnolia grandiflora</em>, and other dwarf varieties that have a maximum height of fifteen feet | | X | X | X |
| Oak, Sand Live | <em>Quercus virginiana</em> &quot;Geminata&quot; | X | X | X |</p>
<table>
<thead>
<tr>
<th>Plant Type</th>
<th>Species</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Plum, Flatwoods</td>
<td><em>Prunus umbellata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Plum, Pigeon</td>
<td><em>Coccoloba diversifolia</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Plum, Saffron</td>
<td><em>Bumelia celastrina</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Podocarpus (tree form)</td>
<td><em>Podocarpus macrophyllus</em></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Seagrape (tree form)</td>
<td><em>Coccoloba uvifera</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Sweet Acacia</td>
<td><em>Acacia farnesiana</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Wild Olive</td>
<td><em>Cordia boissieri</em></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Other understory trees identified as Florida Friendly by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered.

**TREES: PALMS**
All required palm trees shall measure a minimum height of eight feet of clear trunk. Palm trees identified with an * may be substituted on a one for one basis with shade tree planting requirements. Palm trees identified with a + may be substituted on a three for one basis with shade tree planting requirements. No more than 50% of required shade trees may be substituted for palms in vehicular use areas. All palm trees shall be credited on a one for one basis towards understory tree planting requirements. All palms trees shall be rated Florida Grade No. 1 and selected from the following list.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
<th>Water requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>sun</td>
<td>mix</td>
</tr>
<tr>
<td>Bismarck Palm*</td>
<td><em>Bismarckia nobilis</em></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cabbage Palm+</td>
<td><em>Sabal palmetto</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Date Palm, Medjool*</td>
<td><em>Phoenix dactylifera</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Palm, Pygmy</td>
<td><em>Phoenix roebelenii</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date Palm, Silver</td>
<td><em>Phoenix sylvestris</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fan Palm, Ribbon</td>
<td><em>Livistona decipiens</em></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foxtail Palm</td>
<td><em>Wodyetia bifurcata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Paurotis Palm</td>
<td><em>Acoelorrhaphe wrightii</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Pindo Palm</td>
<td><em>Butia odorata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Royal Palm, Cuba*</td>
<td><em>Roystonea regia</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Royal Palm, Florida*</td>
<td><em>Roystonea elata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Thatch Palm, Florida</td>
<td><em>Thrinax radiata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Triangle Palm</td>
<td><em>Neodypsis decaryi</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Windmill Palm</td>
<td><em>Trachycarpus fortunei</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Other palm trees identified as Florida Friendly by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered.

**SHRUBS**
All required shrubs shall measure a minimum of 24 inches in height at the time of planting. Shrubs required to create a hedge shall be planted not more than 30 inches on center. Shrubs shall be rated Florida Grade No. 1 and selected from the following list.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
<th>Water requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>sun</td>
<td>mix</td>
</tr>
<tr>
<td>Anise, Yellow</td>
<td><em>Illicium</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>parviflorum</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buttonwood, Green</td>
<td><em>Conocarpus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>erectus</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buttonwood, Silver</td>
<td><em>Conocarpus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>erectus 'sericeus'</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cocoplum, Redtip</td>
<td><em>Chrysobalanus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>icaco</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firebush</td>
<td><em>Hamelia</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>patens</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gallberry</td>
<td><em>Ilex</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>glabra</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hibiscus</td>
<td><em>Hibiscus</em></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>rosasinensis</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holly, Dwarf Yaupon</td>
<td><em>Ilex</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
|                         | *vomitoria*
|                      | "Schilling Dwarf" | |     |       |     |     |     |
|                         | *Dwarf cultivars or varieties* | | | | |

Note: X indicates the presence or requirement.
<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Scientific Name</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ixora</td>
<td><em>Ixora coccinea</em></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Podocarpus</td>
<td><em>Podocarpus macrophyllus</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Privet, Florida</td>
<td><em>Forestiera segregata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Seagrape</td>
<td><em>Coccoloba uvifera</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Simpson Stopper</td>
<td><em>Myrcianthes fragrans</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Viburnum, Awabuki</td>
<td><em>Viburnum odoratissum</em></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>&quot;Awabuki&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Viburnum, Sandankwa</td>
<td><em>Viburnum suspensum</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Viburnum, Sweet</td>
<td><em>Viburnum odoratissimum</em></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Viburnum, Walters</td>
<td><em>Viburnum obovatum</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Other shrubs identified as Florida Friendly by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered.

**ACCENT (AND MASSING) PLANTS**
All required foundation plants and accent plants shall be a minimum of one gallon nursery specification at the time of planting. Plants shall be rated Florida Grade No. 1 and selected from the following list.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
<th>Water requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>sun</td>
<td>mix</td>
</tr>
<tr>
<td>Allamanda</td>
<td>Allamanda cathartica</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Allamanda</td>
<td>Allamanda neriifolia</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>American Beautyberry</td>
<td>Callicarpa americana spp.</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Azalea, Florida Flame</td>
<td>Rhododendron austrinum</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Azalea, Pinxter or Piedmont</td>
<td>Rhododendron canescens</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Florida Bamboo, clumping varieties only</td>
<td>Bambusa spp.</td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Azalea</td>
<td>Rhododendron spp.</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Plant Name</td>
<td>Scientific Name</td>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Bird of Paradise</td>
<td><em>Strelitzia reginae</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Bougainvillea</td>
<td><em>Bougainvillea glabra</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Butterfly Weed</td>
<td><em>Asclepias tuberosa</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Cardboard Plant</td>
<td><em>Zamia furfuracea</em></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Cast-Iron Plant</td>
<td><em>Aspidistra elatior</em></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Christmasberry</td>
<td><em>Lycium carolinianum</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Coontie</td>
<td><em>Zamia floridana</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Copperleaf</td>
<td><em>Acalypha wilkesiana</em></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Crinum Lily</td>
<td><em>Crinum spp.</em></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Croton</td>
<td><em>Codiaeum variegatum</em></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Firespike</td>
<td><em>Odontonema cuspidata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Ginger, Shell</td>
<td><em>Alpinia zerumbet</em></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Golden Dewdrop</td>
<td><em>Duranta erecta</em></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Hawthorn, Indian, disease resistant cvs.</td>
<td><em>Raphiolepsis spp.</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Hibiscus, Red</td>
<td><em>Hibiscus coccineus</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Iris, African</td>
<td><em>Dietes spp.</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Lady Palm</td>
<td><em>Rhapis excelsa</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Mimosa, Sunshine</td>
<td><em>Mimosa strigillosa</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Milkweed, Scarlet</td>
<td><em>Asclepias curassavica</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Needle Palm</td>
<td><em>Raphidophyllum hystrix</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Philodendron</td>
<td><em>Philodendron spp.</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Plumbago</td>
<td><em>Plumbago auriculata</em></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Palmetto, Saw</td>
<td><em>Serenoa repens</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Shrimp Plant</td>
<td><em>Justicia brandegeana</em></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Snowberry</td>
<td><em>Chiococca alba</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Snow Bush</td>
<td><em>Breynia disticha</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Thryallis</td>
<td><em>Galphimia gracilis</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>----------------------</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Turks-Cap</td>
<td><em>Malvaviscus arboreus</em></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Varnish Leaf</td>
<td><em>Dodonaea viscosa</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>White Indigoberry</td>
<td><em>Randia aculeata</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Wild Coffee</td>
<td><em>Psychotria nervosa</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
| Yellow Necklace Pod | *Sophora tomentosa* "Trunçata" | X | X | |}

Other accent plants identified as Florida Friendly by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered.

## ORNAMENTAL GRASSES

All required foundation plants and ornamental grasses shall be a minimum of one gallon nursery specification at the time of planting. Plants shall be rated Florida Grade No. 1 and selected from the following list.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
<th>Water requirements</th>
</tr>
</thead>
</table>

13 of 19
<table>
<thead>
<tr>
<th>Fakahatchee Grass</th>
<th><em>Tripsacum dactyloids</em></th>
<th>sun</th>
<th>mix</th>
<th>shade</th>
<th>low</th>
<th>med</th>
<th>high</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fakahatchee Grass, Dwarf</td>
<td><em>Tripsacum floridanum</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Gulf Muhly Grass</td>
<td><em>Muhlenber gia capillaris</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand Cordgrass</td>
<td><em>Spartina bakeri</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Salt Marsh Cordgrass</td>
<td><em>Spartina patens</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Other ornamental grasses identified as "Florida Friendly" by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered.

---

**GROUND COVER**

All required foundation plants and ornamental grasses shall be a minimum of one gallon nursery specification at the time of planting. Plants shall be rated Florida Grade No. 1 and selected from the following list.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Native</th>
<th>Light requirements</th>
<th>Water requirements</th>
</tr>
</thead>
</table>

14 of 19

1/29/2019, 2:54 PM
<table>
<thead>
<tr>
<th>Common Name</th>
<th>Scientific Name</th>
<th>sun</th>
<th>mix</th>
<th>shade</th>
<th>low</th>
<th>med</th>
<th>high</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aztec Grass</td>
<td><em>Ophiopogon spp.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Beach Sunflower</td>
<td><em>Helianthus debilis</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Beach Morning Glory</td>
<td><em>Ipomoea imperati</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Blue Daze</td>
<td><em>Evolvulus glomerata</em></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Coral Honeysuckle</td>
<td><em>Lonicera sempervirens</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Jasmine, Asiatic</td>
<td><em>Trachelospermum asiaticum</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>(Minima) and other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>low growing varieties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Jasmine, Downy</td>
<td><em>Jasminum multiflorum</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Juniper, Parson</td>
<td><em>Juniperus davurica</em></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Juniper, Shore</td>
<td><em>Juniperus conferta</em></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Lantana, Trailing</td>
<td><em>Lantana montevidensis</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liriope, Evergreen Giant</td>
<td>Liriope &quot;Evergreen Giant&quot;</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mimosa, Sunshine</td>
<td><em>Mimosa strigillosa</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Porterweed</td>
<td><em>Strachytarpheta jamaicensis</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railroad Vine</td>
<td><em>Ipomoea pescaprae</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sage, Tropical</td>
<td><em>Salvia coccinea</em></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sea Oxeye Daisy</td>
<td><em>Borrichia frutescens</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sea Purslane</td>
<td><em>Sesuvium portulacastrum</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Twinflower</td>
<td><em>Dyschoriste oblongifolia</em></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other foundation plants identified as Florida Friendly by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension, Environmental Horticulture Department will be considered.
B. *Plant selection criteria.* The species of required landscape materials shall be site appropriate and shall be selected based on the existing and neighboring vegetative communities, sun exposure, soil types, proposed function of the materials, cold tolerance, water use, fertilizer needs, existence of utilities or overhead power lines, and aesthetics.

C. *Unprotected trees.* Due to their status as non-native species or invasive species, any unprotected or prohibited trees may be removed from private property and the abutting right-of-way without a permit unless they are part of an approved landscape plan, or otherwise required by this section, and shall not be used to meet the vegetation required by this section:

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Place of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avocado</td>
<td><em>Persea americana</em></td>
<td>Central America</td>
</tr>
<tr>
<td>Cherry laurel</td>
<td><em>Prunus caroliniana</em></td>
<td>North America</td>
</tr>
<tr>
<td>Citrus</td>
<td>All species.</td>
<td>Eastern Asia</td>
</tr>
<tr>
<td>Ear</td>
<td><em>Enterolobium cyclocarpum</em></td>
<td>Central America</td>
</tr>
<tr>
<td>Eucalyptus</td>
<td><em>Eucalyptus spp.</em> except silver dollar variety</td>
<td>Australia</td>
</tr>
<tr>
<td>Ficus¹</td>
<td><em>Ficus spp.</em></td>
<td>South America</td>
</tr>
<tr>
<td>Italian cypress</td>
<td><em>Cupressus sempervirens</em></td>
<td>South Europe</td>
</tr>
<tr>
<td>Jacaranda¹</td>
<td><em>Jacaranda acutifolia</em></td>
<td>Brazil</td>
</tr>
<tr>
<td>Jerusalem thorn</td>
<td><em>Parkinsonia aculeata</em></td>
<td>Central America</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Kapok ¹</td>
<td><em>Ceiba pentandra</em></td>
<td>South America</td>
</tr>
<tr>
<td>Loquat</td>
<td><em>Eriobotrya japonica</em></td>
<td>China</td>
</tr>
<tr>
<td>Mango</td>
<td><em>Mangifera indica</em></td>
<td>India</td>
</tr>
<tr>
<td>Monkey puzzle tree</td>
<td><em>Araucaria araucana</em></td>
<td>Australia</td>
</tr>
<tr>
<td>Norfolk Island pine</td>
<td><em>Araucaria excelsa</em></td>
<td>Norfolk Island</td>
</tr>
<tr>
<td>Orchid Tree</td>
<td><em>Bauhinia spp., except Bauhinia variegata</em></td>
<td>Eastern Asia (India, China)</td>
</tr>
<tr>
<td>Royal Poinciana ¹</td>
<td><em>Delonix regia</em></td>
<td>Madagascar</td>
</tr>
<tr>
<td>Silk oak</td>
<td><em>Grevillia robusta</em></td>
<td>Australia</td>
</tr>
<tr>
<td>Toog</td>
<td><em>Bischofia javanica</em></td>
<td>Tropical Asia, Pacific Islands</td>
</tr>
<tr>
<td>Woman's tongue</td>
<td><em>Albizia spp.</em></td>
<td>Tropical Asia, Northern Australia</td>
</tr>
</tbody>
</table>

¹ Note: Jacaranda and Royal Poinciana Trees over eight inches DBH and Banyan and Kapok over 30 inches DBH are signature trees and therefore may be required to obtain a permit before removing.

D. *Prohibited trees*. It is unlawful to plant or cause to be planted, or to sell or offer for sale, within the City limits the following exotic and nuisance plant species. Any development or redevelopment which is required to obtain a landscaping permit or file a landscape plan shall remove all prohibited trees on the property and
abutting right-of-way and shall include a plan to prevent re-growth prior to approval of a certificate of occupancy.

<table>
<thead>
<tr>
<th>Common</th>
<th>Scientific</th>
<th>Place of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acacia, earleaf</td>
<td>Acacia auriculiformis</td>
<td>Australia, New Guinea, Indonesia</td>
</tr>
<tr>
<td>Australian pines</td>
<td>Casuarina spp.</td>
<td>South Pacific, SE Asia (Australia)</td>
</tr>
<tr>
<td>Brazilian pepper</td>
<td>Schnius terebinthifolius</td>
<td>Brazil, Argentina, Paraguay</td>
</tr>
<tr>
<td>Carrotwood</td>
<td>Cupaniopsis anacardioides</td>
<td>Australia</td>
</tr>
<tr>
<td>Chinaberry</td>
<td>Melia azederach</td>
<td>Asia</td>
</tr>
<tr>
<td>Chinese tallow</td>
<td>Triadica sebifera</td>
<td>China, Japan</td>
</tr>
<tr>
<td>Lead tree</td>
<td>Leucaena leucocephala</td>
<td>Central America</td>
</tr>
<tr>
<td>Punk</td>
<td>Melaleuca quinquenervia</td>
<td>Australia, New Guinea, Solomon Isle</td>
</tr>
<tr>
<td>Strangler fig</td>
<td>Ficus aurea</td>
<td>North America</td>
</tr>
</tbody>
</table>

The following page(s) contain the backup material for Agenda Item: City-initiated application requesting amendments to the Comprehensive Plan, Future Land Use Map, Official Zoning Map and Land Development Regulations pertaining to the Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South and 10th Avenue South. (City Files LGCP-2018-01, FLUM-54-A, and LDR-2018-01)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of March 14, 2019

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

SUBJECT: City Files: LGCP-2018-01, FLUM-54-A and LDR-2018-01: Proposed amendments to the Comprehensive Plan, Future Land Use Map, Official Zoning Map and Land Development Regulations pertaining to St. Petersburg’s Innovation District, generally bounded by 5th Avenue South, 10th Street South, 1st Street South, Booker Creek and 10th Avenue South.

ORDINANCE 345-H, amending the Future Land Use Element of the Comprehensive Plan, including the creation of a new Activity Center land use category and identification of the Innovation District as the City’s seventh activity center.

ORDINANCE 732-L amending the Future Land Use Map designations from Institutional, Planned Redevelopment-Mixed Use and Activity Center Overlay to Activity Center.

ORDINANCE 763-Z amending the Official Zoning Map designations from IC-I (Institutional Center-Institutional), CRT-1 (Corridor Residential Traditional-1) and CCT-1 (Corridor Commercial Traditional-1) to EC-2 (Employment Center-2), or other less intensive use.

ORDINANCE 346-H amending Chapter 16, City Code of Ordinances (Land Development Regulations), creating the Employment Center-2 (EC-2) zoning district.

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

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: City staff received several “general inquiry” phone calls and one objection phone call following the July 10th Community Planning & Preservation Commission public hearing. The objection relates to compatibility of the proposed zoning with the adjacent Roser Park Local Historic District.

Community Planning & Preservation Commission (CPPC): On July 10, 2018, the CPPC held a public hearing regarding these matters and voted 7 to 0 to recommend APPROVAL of the proposed text changes to the Comprehensive Plan, as well as the proposed amendments to the Future Land Use Map and Official Zoning Map.
During the public hearing portion of the meeting, Commissioners heard concerns from several property owners, some of whom own property located within the Innovation District boundary but outside the subject area, and some who own property outside the Innovation District (CPPC minutes attached). In summary, most wanted to be included in the Innovation District if they were not already and they all wanted their property to be changed to the proposed Activity Center and EC-2 designations. Several Commissioners also expressed their own concern about not including the southern portion of the Innovation District in this application and asked that a timeline be prepared by staff and provided to them by the September CPPC meeting. Additional concerns of CPPC members included consistency and compatibility of the proposed land use and zoning designations with the Roser Park Historic District.

Development Review Commission (DRC): On July 11, 2018, the DRC held a public hearing regarding the proposed changes to the land development regulations (creation of the new Employment Center -2 or EC-2 zoning district) and voted 7 to 0 to recommend APPROVAL.

City Council Action: On August 23, 2018 the City Council conducted the first reading and first public hearing for the proposed ordinances, approved their transmittal for state, regional and county review, and set the second reading and adoption public hearing for November 29, 2018.

All parcels located within the CHHA have been removed from the amendment area, except for approximately eight (8) parcels that will have “split zoning” if the land use and zoning ordinances are approved, i.e., that portion of each parcel located within the CHHA will maintain the Institutional Future Land Use Map designation and IC-1 zoning designation, while the balance of the parcel will be designated with the new Activity Center land use and EC-2 zoning designations.

There was significant discussion at the August 23rd meeting about where the southern boundary of the amendment area coincides with the Roser Park Historic District boundary, specifically, perceived consistency and compatibility issues given the proximity of the Innovation District boundary and the largely single family neighborhood. City staff made a commitment to reevaluate the southern boundary and meet with representatives from Roser Park to discuss.

Ongoing discussions with representatives from the Roser Park Neighborhood Association and officials representing institutional uses within the Innovation District required a delay in scheduling the second reading and adoption public hearing. The attached proposed ordinances reflect their input and consent to proceed to final adoption on March 14, 2019.

External Agency Review: As with all Future Land Use Map amendments 10 acres or greater in size and Comprehensive Plan text amendments, the proposed ordinances and staff report were transmitted to the following entities (referred to as
“external agencies”) for expedited 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.

City staff responses to the external agency comments received are attached.

**Recommended City Council Action:** 1) CONDUCT the second reading and adoption public hearing for the attached proposed ordinances; AND 2) ADOPT the ordinances.

**Attachments:** City Staff Responses to External Agency Comments, Revised Map Series, Ordinances (4), CPPC Minutes, Staff Report, Housing Affordability Impact Statement
City Staff Responses to External Agency Comments

- The Tampa Bay Regional Planning Council’s September 2018 Plan Amendment Log summarized the City’s amendment without comment. The amendment was scheduled as a consent agenda item for TBRPC’s November 5, 2018 meeting.

- September 21, 2018 correspondence from FDOT, District 7, concluded that the City’s proposed amendment would not have a significant impact on I-175, the closest roadway facility of state importance.

- On October 1, 2018 the Forward Pinellas, Planners Advisory Committee (PAC) voted unanimously (12 to 0) to recommend approval of the proposed Activity Center designation. On October 10, 2018 the Forward Pinellas Board, acting as the Pinellas Planning Council, unanimously recommended approval to the Countywide Planning Authority (CPA), the latter scheduled to act on November 20, 2018.

- October 5, 2018 correspondence from SWFWMD included the following two comments pertaining to Regional Water Supply:

  1. Chapter 163, F.S., requires future land use amendments to provide appropriate water supply documentation for the proposal under consideration. Since development density/intensity is expected to increase with this amendment, it seems reasonable to assume that water supply demand could grow as well. Consequently, the City should provide evidence in the adopted materials that additional water demand to be generated by the proposal has been coordinated with its water supplier(s). Coordination includes information provided in reports to its supplier(s) on the increased water supply needs of future development.

     Staff Response: Under the existing inter-local agreement with Tampa Bay Water (TBW), the City is required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). The City’s current potable water demand is approximately 28.4 million gallons per day (mgd) and while the City’s adopted LOS standard is 125 gallons per capita per day, the actual usage is estimated to be 80 gallons per capita per day. Therefore, it is anticipated that there will excess water capacity to serve the amendment area.

     While TBW is contractually obligated to meet the City’s water supply need, we maintain a strong working relationship involving ongoing coordination and cooperation.

  2. Future development is encouraged to maximize the use of water conservation measures and reclaimed water (when available). Conservation measures available for consideration include, but are not limited to, Florida Water Star, Florida-Friendly Landscaping™ and distribution of water conservation literature to residents and commercial tenants/owners.

     Staff Response: Comment noted. St. Petersburg, in conjunction with the Member Governments of TBW, continues to present a consistent message to water customers that
conserving potable water is important since fresh water supplies are limited. The City also continues to maintain and expand extremely successful, long-term water conservation programs, designed and administered to effectively reduce the amount of potable water used for outdoor irrigation and to encourage customers to conserve water indoors.

- October 5, 2018 correspondence from the Florida Department of Economic Opportunity contained one technical assistance comment, suggesting that the City consider establishing a residential density standard, i.e., a units per acre standard, within the new Activity Center Comprehensive Plan category.

Staff Response: City staff does not recommend a density standard for this category. Like the (Downtown) Central Business District category, floor-area-ratio (FAR) will govern the amount and mix of uses (both residential and nonresidential) in the new Activity Center category.

- October 5, 2018 email communication from the Florida Department of Environmental Protection stated that the amendment package, if adopted, would not result in adverse impacts to important state resources subject to the Department’s jurisdiction.
ORDINANCE NO. 345-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING
CHAPTER 3, FUTURE LAND USE ELEMENT; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

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

WHEREAS, consistent with the requirements of the Community Planning Act, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated amendments to several Comprehensive Plan policies; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on July 10, 2018 and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission 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 are appropriate; now, therefore

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Policy LU2.1 in Chapter 3, Future Land Use Element, is hereby amended to read as follows:

To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

1. Gateway
2. Intown
3. Tyrone
4. Central Plaza
5. Central Avenue Corridor
6. Skyway Marina District
7. Innovation District

Section 2. Policy LU3.1.C.1 in Chapter 3, Future Land Use Element, is hereby amended to read as follows:

1. Industrial Limited (IL) - Allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65. Transient Accommodation Uses shall not exceed 40 units per acre. A buffer shall be provided between land designated Industrial Limited and adjoining residential classifications. Retail and Personal/Office Service Support uses alone or when added to existing contiguous like uses which exceed or will
exceed three (3) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. Public/Semi-Public (except public educational facilities which are not subject to this threshold), Ancillary Non-Residential, Retail, Personal/Office Service, Commercial Recreation, Commercial/Business Service or Transient Accommodation 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. The three and five acre thresholds shall not apply for planned industrial/mixed use projects which constitute a Development of Regional Impact (DRI) or which comprise not less than 100 acres. Planned industrial mixed-use projects may include Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation, Residential and Commercial Recreation uses subject to the following:

a. For a DRI project governed by Section 380.06, F.S., the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed 25 percent of the total floor area of the DRI project;

b. For non-DRI projects, 100 acres or more in size, the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed ten (10) acres;

c. A planned industrial/mixed use project that does not include residential uses shall be subject to a master site plan which provides for unified control of the entire project;

d. For planned industrial/mixed use projects that include residential uses;

   (1) the project shall be not less than 100 contiguous gross acres under common control as of March 31, 2004;

   (2) the residential component shall not exceed 25 percent of the total acreage of the project;

   (3) the residential component shall not be located within the coastal high hazard zone;

   (4) the residential component must be integrated with the other uses in the project through uninterrupted pedestrian connections, an internal roadway system to reduce impacts to offsite areas, open space and recreation facilities, public/common spaces in relationship to key project uses, bicycle facilities, and accommodation for mass transit, as appropriate. Such integration shall be designed so as to increase the interaction between uses, to reduce the need for automobile use within the development, as well as reduction of off-site automobile trips attributable to the development, and to encourage the provision of shared infrastructure.

   (5) the development shall be located within reasonable proximity, and with specific provision for access, to a designated public transit corridor and connection point.

   (6) the residential component shall not be located within the 65-decibel Day-Night Sound-Level area as identified on the St. Petersburg-Clearwater International Airport Noise Contours map, April 1996, by Greiner, Inc., and as adopted by the Pinellas County Board of County Commissioners in Ordinance Number 97-58 (sec. 142-39(b)).
(7) the maximum density of the residential component shall be 30 units per acre, or 75 units per acre when in an Activity Center.

(8) the residential component shall not be permitted to transfer density to other FLUP categories or outside of the approved master development plan area for the development.

(9) the residential component shall not be permitted to use density averaging, outside the master development plan area, as provided for in Section 6.1.3 of the Rules Concerning the Administration of the Countywide Future Land Use Plan for Pinellas County.

(10) the project shall require a master development plan for the overall development that stipulates the type and scale of uses, permitted densities and intensities, and relationships among plan components. Such plan shall distinguish the development from any unplanned placement of uses on a site or sites, resulting from separate unrelated actions of distinct developments that fail to provide for synergism between uses. The master development plan shall:

(a) show the arrangement and area in acres of the land uses, parking and loading areas, green spaces, and street, pedestrian and bicycle networks.

(b) provide for unified control of the entire development.

(c) include sufficient information to demonstrate that the residential components are integrated with the other uses in the development.

(d) include sufficient information to demonstrate the relationships between, and compatibility of, the industrial and residential uses within and adjacent to the development. Criteria used to determine an acceptable, integrated development that includes a residential component shall include:

i. An appropriate justification for the residential component, including consideration of the following:
   - Functional relationship between the residential component and anticipated demand for this housing created by the remainder of the development proposal;
   - Phasing or sequencing of the development to coordinate residential construction with the anticipated demand for and timing of the non-residential portion of the development;
   - Contributory nature of the employment created and the percentage of the wages paid over and above the average Metropolitan Statistical Area (MSA) wage; and
   - Adequacy of infrastructure in relationship to the phasing and scale of the development.

ii. An appropriate buffer in and between the residential component of the development and adjoining nonresidential plan categories or nonresidential land uses. This buffer requirement will consider the following:
   - The nature and characteristics of the adjoining non-residential use(s), including noise, air, odor, and visual operating characteristics;
- The distance from and elevation of the adjoining non-residential use, including the intervening land form, building or structural opaque barrier, and type and dimensions of landscape buffer; and
- Any county ordinance that lawfully regulates the setback of residential uses from a county owned solid waste disposal facility.

(11) The master development plan and all amendments to the master development plan shall require Development Review Commission (DRC) approval. In addition, to the extent required by lawful authority, the master development plan and all amendments thereto shall be subject to review and recommendation by the Pinellas Planning Council ("PPC"), and review and approval by the Pinellas County Board of County Commissioners sitting as the Countywide Planning Authority ("CPA"), prior to final approval by the DRC or any City official of the master development plan and any amendments thereto, a final site plan, or a building permit or other development order for the development. Subsequent to the approval of the master development plan or amendment thereto, the approval by the City of a site plan, building permit or other development order which is consistent with the approved master development plan or approved amendments thereto shall not require review by the PPC or approval by the CPA.

(12) if the property included in the master development plan is adjacent to or within five hundred (500) feet of an adjacent municipality, the master development plan shall be submitted to that municipality for review and comment at the same time that it is submitted to the PPC and CPA. A failure by the adjacent municipality to comment upon the master development plan within a reasonable time after such submittal shall not be deemed grounds to delay or deny approval of the master development plan.

(13) construction of the development shall proceed in a manner that is substantially consistent with the approved master development plan and any approved amendments thereto. Site plans submitted for approval within the development shall be in conformance with the approved master development plan and any approved amendments thereto. See paragraph (11) above regarding the procedures for approval of amendments to the master development plan.

ed. The Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall be integral to, oriented within and function as part of the mixed use project as distinct from free-standing, unrelated out-parcel type uses or strip commercial development.
Section 3. Policy LU3.1.E.3 in Chapter 3, Future Land Use Element, is hereby amended to read as follows:

Activity Center (AC) Overlay

Section 4. A new Policy LU3.1.E.4 in Chapter 3, Future Land Use Element, is hereby created to read as follows:

Activity Center (AC) – Allowing a mixture of uses as outlined below and up to a floor area ratio of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations (LDRs). In accordance with the LDRs, increased floor area ratios may be permitted as a bonus or as an exemption for developments that provide additional amenities or other improvements that achieve design and development objectives. When taken together, the base FAR, bonuses and exemptions may exceed 4.0 FAR. The Activity Center plan category includes subcategories specific to geographic location, as enumerated below.

a. Innovation District: Allowing a mixture of uses permitted in the land development regulations with a base floor area ratio of 3.0. This district is intended for a mix of uses including institutions devoted to the provision of healthcare and medical services, research and development, marine and life sciences, higher education, business incubation, and media communication, as well as allowing support uses that enable achievement of a mixed-use live-work district.

[Existing Policy LU3.1.E.4 and subsequent policies are hereby renumbered.]

Section 5. The table set forth as Policy LU3.1.G. in Chapter 3, Future Land Use Element, is hereby amended as follows:

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<tr>
<th>Countywide Plan Map Categories</th>
<th>Corresponding Future Land Use Map Categories</th>
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<tbody>
<tr>
<td>Activity Center</td>
<td>Activity Center, Activity Center Overlay</td>
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<td>(includes the underlying categories of Central Business District, Community Redevelopment District, Planned Redevelopment-Commercial, Planned Redevelopment-Mixed Use, Planned Redevelopment-Residential, Residential High, Residential Medium, Residential/Office General, Recreation/Open Space, Transportation/Utility, Institutional, Industrial Limited and Industrial General)</td>
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</table>
Section 6. 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 7. Coding. Words in struck-through type shall be deleted. Underlined words constitute new language that shall be added. Provisions not specifically amended shall continue in full force and effect.

Section 8. 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.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

[Signature]
City Attorney (or Designee)

[Signature]
Planning & Development Services Dept.

8/5/18
Date

8-3-18
Date
ORDINANCE NO. 732-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE FUTURE LAND USE MAP DESIGNATIONS IN AN AREA OF THE CITY KNOWN AS THE INNOVATION DISTRICT, GENERALLY BOUNDED BY 5TH AVENUE SOUTH, 10TH STREET SOUTH, 1ST STREET SOUTH, AND 10TH AVENUE SOUTH, FROM INSTITUTIONAL, PLANNED REDEVELOPMENT-MIXED USE AND ACTIVITY CENTER OVERLAY TO ACTIVITY CENTER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the area immediately south of downtown St. Petersburg is a critical cluster of institutions and property owners representing higher education, marine & life sciences, healthcare, business incubation, and media communication; and

WHEREAS, these institutions and property owners have been working collaboratively with the St. Petersburg Chamber of Commerce, St. Petersburg Downtown Partnership, St. Petersburg Economic Development Agency and other economic development groups to create a cohesive district centered on the common theme of innovation; and

WHEREAS, this collaborative effort resulted in a unified brand known as the “St. Pete Innovation District” and establishment of a board to help shape future decisions impacting the District; and

WHEREAS, an analysis of existing conditions and plan for future opportunities were outlined to the District board in the 2015 report titled “St. Petersburg Innovation District: A Place of Innovation, Collaboration, and Opportunity” and the 2017 “St. Pete Innovation District: Streetscape and Connectivity Concept Plan, Final Report;” and

WHEREAS, it is the City’s desire to support the District by implementing Future Land Use Map changes that reinforce recommendations of these coordinated planning efforts; and

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 Plan Map and Forward Pinellas, in its capacity as the Pinellas Planning Council, is authorized to develop rules to implement the Countywide Plan 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 Countywide Plan Map; 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 parcel identification numbers are provided in Exhibit “A.”

Land Use Category

From: Institutional (I), Activity Center Overlay

To: Activity Center

SECTION 2. 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

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Land Use Category

From: Planned Redevelopment-Mixed Use, Activity Center Overlay

To: Activity Center
SECTION 3. 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 4. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is judicially determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

SECTION 5. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DOE) 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 CONTENT:  
CITY FILE: FLUM 54 A  
(Land Use)

PLANNING & DEVELOPMENT SERVICES DEPARTMENT  
DATE  
11-7-18

ASSISTANT CITY ATTORNEY  
DATE  
3/1/19
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ORDINANCE NO. 763-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; CHANGING THE ZONING DESIGNATIONS IN AN AREA OF THE CITY KNOWN AS THE INNOVATION DISTRICT, GENERALLY BOUNDED BY 5TH AVENUE SOUTH, 10TH STREET SOUTH, 1ST STREET SOUTH, AND 10TH AVENUE SOUTH, FROM IC-1 (INSTITUTIONAL CENTER-INSTITUTIONAL), CRT-1 (CORRIDOR RESIDENTIAL TRADITIONAL-1) AND CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL-1) TO EC-2 (EMPLOYMENT CENTER-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; PROVIDING FOR CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the area immediately south of downtown St. Petersburg is a critical cluster of institutions and property owners representing higher education, marine & life sciences, healthcare, business incubation, and media communication; and

WHEREAS, these institutions and property owners have been working collaboratively with the St. Petersburg Chamber of Commerce, St. Petersburg Downtown Partnership, St. Petersburg Economic Development Agency and other economic development groups to create a cohesive district centered on the common theme of innovation; and

WHEREAS, this collaborative effort resulted in a unified brand known as the “St. Pete Innovation District” and establishment of a board to help shape future decisions impacting the District; and

WHEREAS, an analysis of existing conditions and plan for future opportunities were outlined to the District board in the 2015 report titled “St. Petersburg Innovation District: A Place of Innovation, Collaboration, and Opportunity” and the 2017 “St. Pete Innovation District: Streetscape and Connectivity Concept Plan, Final Report;” and

WHEREAS, it is the City’s desire to support the District by implementing Official Zoning Map changes that reinforce recommendations of these coordinated planning efforts.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Property

The parcel identification numbers and addresses are provided in Exhibit “A.”
**District**

From: IC-I (Institutional Center-Institutional)

To: EC-2 (Employment Center-2)

**SECTION 2.** The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

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**Property**

**District**

From: CRT-1 (Corridor Residential Traditional-1)

To: EC-2 (Employment Center-2)

**SECTION 3.** The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

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**Property**

**District**

From: CCT-1 (Corridor Commercial Traditional-1)

To: EC-2 (Employment Center-2)
SECTION 4. Conditions. Requests for residential density increases within the Coastal High Hazard Area shall not be approved.

SECTION 5. 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 6. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan’s Future Land Use Map becomes effective (Ordinance 732-L).

APPROVED AS TO FORM AND SUBSTANCE:________________________ CITY FILE: FLUM-54-A
(Zoning)

[Signature]
PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE
2-28-19

[Signature]
ASSISTANT CITY ATTORNEY DATE
3-1-19
## Exhibit A

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<td>800 6TH ST S</td>
<td></td>
</tr>
<tr>
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<td>0 6TH AVE S</td>
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</tr>
<tr>
<td>193117744660840011</td>
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<td>Parcel Number</td>
<td>Address</td>
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</tbody>
</table>
ORDINANCE NO. 346-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; CREATING THE EMPLOYMENT CENTER-2 ZONING DISTRICT; AMENDING THE USE Permissions, PARKING AND ZONING MATRIX; PROVIDING FOR INCLUSION IN THE ZONING DISTRICTS AND COMPATIBLE FUTURE LAND USE CATEGORIES MATRIX; AMENDING THE SOCIAL SERVICE AGENCY USE TABLE; AMENDING THE WIRELESS COMMUNICATION SUPPORT FACILITIES MATRIX; PROVIDING FOR FLOOR-AREA-RATIO EXEMPTIONS AND BONUS PROVISIONS; PROVIDING FOR MINIMUM LOT SIZE, BUILDING SETBACKS AND GROUND LEVEL OPEN SPACE; PROVIDING FOR MAXIMUM INTENSITY AND BUILDING HEIGHT; PROVIDING FOR STREETScape REQUIREMENTS AND BUILDING DESIGN STANDARDS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Section 16.10.020.1 of the St. Petersburg City Code, Matrix: Use Permissions, Parking & Zoning is hereby amended as follows, and as shown in Attachment A:

- For “Dwelling, Multi-Family” within column for existing “EC: Employment Center,” change “P” to “G.”
- Within column for existing “EC: Employment Center,” amend the title to “EC-1: Employment Center.”
- Create a new column titled “EC-2: Employment Center” with the use permissions shown in Attachment A.
- Within parking column for “Minimum Parking Spaces, Suburban Tier,” change existing “EC” to “EC-1”
- Within parking column title for “Downtown,” add “EC-2”.

Section 2. Section 16.10.020.2 of the St. Petersburg City Code, Matrix: Zoning Districts and Compatible Future Land Use Categories is hereby amended as follows:

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Max. Density/Intensity (FAR) Permitted by Right, per-acre</th>
<th>Compatible Land Use Category</th>
<th>Maximum FLUP Density/Intensity (FAR) per acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>EC-1</td>
<td>0.65 FAR</td>
<td>Industrial Limited (IL)</td>
<td>0.65 FAR</td>
</tr>
<tr>
<td>EC-1 (activity center)</td>
<td>75/1.37 FAR (1)</td>
<td>Industrial Limited (IL)</td>
<td>75/1.5 FAR (4)</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------</td>
<td>------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>EC-2</td>
<td>3.0 FAR (1)</td>
<td>Activity Center (AC)</td>
<td>4.0 FAR (1)</td>
</tr>
</tbody>
</table>

1. Residential density pertains only to the property formerly known as the Sed Farm. Increased floor area ratios may be permitted as a bonus or as an exemption for developments that provide additional amenities or other improvements that achieve design and development objectives. When taken together, the base FAR, bonuses and exemptions may exceed 3.0 FAR, but in no event shall exceed 5.0 FAR in Employment Center-2, and may exceed 4.0 FAR in Activity Center.

2. Per Vision 2020 Special Area Plan

3. Per Area-wide Development of Regional-Impact (ADRI) and Per Intown Redevelopment Plan

4. TDR, E shall equal 1.0 unit per acre/.05 FAR

5. Federal, State and local government buildings and grounds, and cemeteries, hospitals, houses of worship and schools in any zoning district are also compatible with the Institutional (I) land use category.

6. Per the Central Avenue Revitalization Plan

**FAR (Floor Area Ratio).** For those districts which regulate density and intensity, the maximum density shall govern residential uses and the FAR shall govern non-residential uses. Additional FAR limits for residential uses may be found in the Zoning District Regulations.

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

Section 3. Section 16.50.390.4 of the St. Petersburg City Code, Social Service Agency Use Table is hereby amended as follows:

<table>
<thead>
<tr>
<th>Operational Components (Listed in order of impact intensity)</th>
<th>Zoning District</th>
<th>Approval Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-term/emergency housing (&lt; 6 months)</td>
<td>CCT, CCS, IT, RC, DC (1), EC-2</td>
<td>SE</td>
</tr>
<tr>
<td></td>
<td>IC (1)</td>
<td>P</td>
</tr>
<tr>
<td>Supply pantry</td>
<td>CCT, CCS, DC, EC-2</td>
<td>SE</td>
</tr>
<tr>
<td></td>
<td>IC, IT</td>
<td>P</td>
</tr>
</tbody>
</table>
Section 4. Section 16.50.480.7 of the St. Petersburg City Code, Use Matrix for Wireless Communication Support Facilities is hereby amended as follows:

<table>
<thead>
<tr>
<th>Wireless Communication Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Column A</strong></td>
</tr>
<tr>
<td>Special exception reviewed by</td>
</tr>
<tr>
<td>the Development Review</td>
</tr>
<tr>
<td>Commission</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>NT: only on property of a</td>
</tr>
<tr>
<td>federal, state or local</td>
</tr>
<tr>
<td>government agency, a school,</td>
</tr>
<tr>
<td>college and/or university or a</td>
</tr>
<tr>
<td>utility company</td>
</tr>
<tr>
<td>NSM, NPUD, NS, CRT</td>
</tr>
</tbody>
</table>

Section 5. The title of Section 16.20.130 of the St. Petersburg City Code, is hereby amended to read as follows:

**EMPLOYMENT CENTER DISTRICTS ("EC")**

Section 6. Section 16.20.130.1 of the St. Petersburg City Code, is hereby amended to read as follows:

16.20.130.1 Composition of employment center.

The employment center districts is a places of concentrated activity focusing on quality employment opportunities with accessory opportunities appropriate to the purpose and intent of each district to live, work, and play. This district is designed for business uses which carry on their operation in enclosed facilities in such a manner that no negative impact is created outside of the site boundaries. The district promotes intense employment activity with accessory planned mixed-use developments uses that create aesthetically pleasing environments while allowing the functional interaction of a variety of land use types. All land uses permitted within the district shall meet strict performance standards to discourage offensive odors, noise, fumes, smoke, gases, dust, vibrations and other similar objectionable development impacts.

Section 7. Section 16.20.130.2 of the St. Petersburg City Code, is hereby amended to read as follows:

16.20.130.2 Purpose and intent.

The purpose of the EC district regulations is to allow and encourage the attraction of a variety of uses including all office types, highly specialized and technological industries, research and experimental institutions, light industrial support facilities, and business services;
and support oriented hotels, retail and multifamily residential uses. This district shall only be applied to land within activity centers that are identified in the plan and is primarily intended for the Gateway Primary Activity Center.

Section 8. Section 16.20.130.4 and Section 16.20.130.5 of the St. Petersburg City Code, are hereby deleted in their entirety:

Section 9. Section 16.20.130.3 of the St. Petersburg City Code, is hereby renumbered and amended and a new section 16.20.130.3 is hereby created to read as follows:

16.20.130.3 Introduction to EC districts.

The Employment Center (EC) districts are the EC-1 and EC-2 districts.

16.20.130.3.1. Employment Center-1 (EC-1).
This district allows a variety of employment-generating uses, focusing on quality employment opportunities which operate in such a manner that no negative impact is created outside of the site boundaries and is primarily intended for the Gateway Activity Center.

16.20.130.3.2. Employment Center-2 (EC-2).

This district is intended for a mix of uses including institutions devoted to the provision of healthcare and medical services, research and development, marine and life sciences, higher education, business incubation, and media communication, as well as allowing support uses that enable achievement of a mixed-use live-work district.

16.20.130.34. - Permitted uses.

A.—Uses in this district shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements.

B.—New residential development is prohibited except for the property with preexisting residential development rights fka the "the Sod Farm."

Section 10. Section 16.20.130.6 of the St. Petersburg City Code, is hereby renumbered and amended to read as follows:

16.20.130.65. - Development potential.
Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, and building setbacks.

Minimum Lot Size, Maximum Density and Maximum Intensity
<table>
<thead>
<tr>
<th></th>
<th>EC-1</th>
<th>EC-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot width</td>
<td>All Other Uses</td>
<td>Schools</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>300 ft.</td>
</tr>
<tr>
<td>Minimum lot area</td>
<td>1.0 acre</td>
<td>N/A</td>
</tr>
<tr>
<td>Maximum residential density</td>
<td>Residential density-within activity center (units-per acre)⁴</td>
<td>75 N/A</td>
</tr>
<tr>
<td></td>
<td>Hotel density (rooms per acre)</td>
<td>40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximum nonresidential intensity (floor area ratio)</th>
<th>Maximum by right</th>
<th>Maximum with TDR</th>
<th>Base approval</th>
<th>Bonus approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within Activity Center</td>
<td>1.37</td>
<td>1.5</td>
<td>3.0</td>
<td>Greater than 3.0 and equal to or less than 5.0</td>
</tr>
<tr>
<td>Outside of Activity Center</td>
<td>0.65</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Maximum impervious surface (site area ratio) | 0.85 |

⁴ Applies to sod farm only.

Refer to technical standards regarding measurement of lot dimensions, calculation of maximum residential density, nonresidential floor area and impervious surface.

For mixed use developments, refer to additional regulations within the use specific development standards section for mixed uses (currently section 16.50.200).

A 100% intensity bonus is allowed for manufacturing, office, and laboratories and research and development uses on parcels designated as Target Employment Center (TEC) Overlay on the Future Land Use Map.

Section 11. The St. Petersburg City Code is hereby amended to add a new section 16.20.130.5.1. Exemptions from FAR calculations in the EC-2 District to read as follows:

16.20.130.5.1. Exemptions from FAR calculations in the EC-2 District.
All areas of a structure are counted to determine the FAR including gross floor area associated with stair and elevator towers and all enclosed common areas, unless noted otherwise. Stand-alone parking garages, even with mixed use on the first floor, shall also be calculated toward FAR except those floors of the garage that are entirely underground.

<table>
<thead>
<tr>
<th>FAR Exemptions: EC-2 Only</th>
<th>Maximum Exemption Up To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structured parking areas, except for stand-alone parking garages, are exempt from FAR; however, for any parking garage containing more than twice the minimum required number of parking spaces, the additional parking square footage shall be included in the calculation of the GFA, except those floors that are entirely underground.</td>
<td>Not limited</td>
</tr>
<tr>
<td>Square footage of a locally designated historic property that is retained and restored as part of the site is exempt from inclusion in the GFA.</td>
<td>Not limited</td>
</tr>
<tr>
<td>Publicly-accessible, enclosed space reserved exclusively for multimodal uses including, but not limited to: trolley, bus, bus rapid transit and/or light rail passenger stations and bicycle parking facilities and which may include such amenities as waiting rooms, restrooms for customers, ticket areas, etc.</td>
<td>0.50</td>
</tr>
</tbody>
</table>

Section 12. The St. Petersburg City Code is hereby amended to add a new section 16.20.130.5.2. - Bonuses to FAR calculations in the EC-2 District to read as follows:

16.20.130.5.2. - Bonuses to FAR calculations in the EC-2 District.
Projects within the EC-2 zoning district may qualify for an additional intensity bonus. These bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights. Projects receiving FAR bonuses shall not exceed the maximum intensity allowed for the site. To qualify for bonuses: a project shall comply with all minimum use requirements of the zoning district; new construction shall comply with the requirements of the building envelope; new construction shall comply with the minimum parking standards.

If the proposed development includes residential dwelling units, the first 0.5 bonus FAR shall be for workforce housing. Thereafter, any bonus or combination of bonuses is allowed.

If the proposed development is replacing a contributing resource to a local landmark district, the first 0.5 bonus FAR shall be through the use of Transfer of Development Rights (TDR,H) purchased from a designated local landmark. Thereafter, any bonus or combination of bonuses is allowed.

Once a project has been determined to qualify for bonuses by the POD, the development may utilize any combination of the bonus provisions listed in this subsection to attain the desired additional development rights, except as otherwise limited by these regulations.
**FAR Bonuses: EC-2 Only**

<table>
<thead>
<tr>
<th>Uses: Certain uses are particularly vital in achieving a true mixed-use employment center.</th>
<th>Maximum FAR Bonus:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Post-secondary schools, hospitals, offices (general and medical), and laboratories and research and development uses.</td>
<td>2.0</td>
</tr>
<tr>
<td>b) Hotel</td>
<td>1.5</td>
</tr>
<tr>
<td>c) At least 10,000 square feet of conference space/dedicated meeting space</td>
<td>1.0</td>
</tr>
</tbody>
</table>

**Workforce Housing:**
Provide residential units in compliance with the City's workforce housing density bonus program. | 2.0 |

**Historic Preservation:**
For the use of Transfer of Development Rights (TDR, H) purchased from a locally-designated landmark, a bonus for each square foot used. | 0.50 |

**Urban Design:** Provide nonresidential, ground-level, pedestrian-oriented uses. Such uses shall have an average minimum depth of 40 feet and may include, but not be limited to, retail sales, service establishments, restaurants and bars, hotel lobbies, and residential support activities (e.g. lobbies, fitness centers)

<table>
<thead>
<tr>
<th>a) Fronting onto a pedestrian level “A” street and ground level open space:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Nonresidential, pedestrian-oriented uses exceeding 95 percent of the linear building frontage.</td>
<td>0.50</td>
</tr>
<tr>
<td>b) Fronting onto all other streets:</td>
<td></td>
</tr>
<tr>
<td>i. Nonresidential, pedestrian-oriented uses exceeding 50 percent but not greater than 75 percent of the linear building frontage.</td>
<td>0.25</td>
</tr>
<tr>
<td>ii. Nonresidential, pedestrian-oriented uses exceeding 75 percent of the linear building frontage.</td>
<td>0.50</td>
</tr>
</tbody>
</table>

Section 13. Section 16.20.130.7 of the St. Petersburg City Code, is hereby renumbered and amended to read as follows:

16.20.130.76. - Building envelope: Maximum height and minimum setbacks.
### Maximum Building Height

<table>
<thead>
<tr>
<th>Building Height</th>
<th>EC-1</th>
<th>EC-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>All buildings</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Height shall</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>be governed</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>by the floor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>area ratio,</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Federal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Aviation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(FAA) and</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>other airport</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>guidelines that</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>may be</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>established.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30-feet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50-feet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refer to technical standards regarding measurement of building height.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Minimum Building Setbacks

<table>
<thead>
<tr>
<th>Building Setbacks</th>
<th>EC-1</th>
<th>EC-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjacent to streets, except Roser Park Drive South, 9th Avenue South and 10th Avenue South</td>
<td>20 ft.</td>
<td>0 to 42 ft. high 0 ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>43 to 60 ft. high 10 ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above 60 ft. 20 ft.</td>
</tr>
<tr>
<td>Adjacent to 9th Avenue South</td>
<td>N/A</td>
<td>0 to 30 ft. high 10 ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above 30 ft. high 35 ft.</td>
</tr>
<tr>
<td>Adjacent to Roser Park Drive South and 10th Avenue South</td>
<td>N/A</td>
<td>0 to 30 ft. high 10 ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above 30 ft. to 50 ft. high 25 ft.</td>
</tr>
</tbody>
</table>
### Table

<table>
<thead>
<tr>
<th>Description</th>
<th>Above 50-ft high</th>
<th>75 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All interior yards abutting non-residentially zoned property</td>
<td>10 ft.</td>
<td>0 ft.</td>
</tr>
<tr>
<td>All interior yards abutting residentially zoned property</td>
<td>50 ft.</td>
<td>50 ft.</td>
</tr>
</tbody>
</table>

Additional criteria may affect setback requirements including design standards and building or fire codes. Refer to Technical Standards for yard types. A property with an approved plan pursuant to the Large Tract Planned Development Overlay, shall utilize the setbacks set forth in that approval.

---

Section 14. The St. Petersburg City Code is hereby amended to create a new Section 16.20.130.6.1. - Minimum ground level open space to read as follows:

16.20.130.6.1. - Minimum ground level open space.

A. Ground level open space shall be required only in the EC-2 district. The minimum ground level open space shall be at least five (5) percent of the total land area of the site. This ground level open space shall not have any portion of a building above it and shall be at least 50 percent pervious. Ground level open space shall be adjacent to the right-of-way, shall be linked to the right-of-way, and shall be available for use by the public during the hours the building is accessible to the public. When a building has at least 50 percent gross floor area of residential uses, the ground level open space may be secured for the exclusive use of the occupants of the building, but shall remain visible to pedestrians along all abutting public sidewalks. Open space includes but is not limited to ground-level courtyards, plazas, sidewalks, and landscaped areas, but does not include parking spaces, driveways, alleys, and other vehicular use areas, nor does it include required vehicular use landscaping areas.

B. In lieu of providing open space, a payment in lieu of open space of one percent of total construction cost may be made into the City's "open space" trust fund that will provide for the purchasing of parkland, or improvement of an existing park or right-of-way.

C. Sites two (2) acres in size or less are exempt from these minimum ground level open space requirements.

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Section 15. The St. Petersburg City Code is hereby amended to create a new Section 16.20.130.7 to read as follows:
16.20.130.7. – Use regulations and streetscape requirements in the EC-2 district.

Developments within the EC-2 district shall provide nonresidential, pedestrian-oriented uses as prescribed below, and the adjoining public sidewalk shall be improved in compliance with the Innovation District Streetscape and Connectivity Concept Plan.

16.20.130.7.1 Pedestrian Level “A” streets within EC-2

Developments adjoining pedestrian level “A” streets shall include appropriate nonresidential, pedestrian-oriented uses. These uses shall include, but not be limited to, retail sales, service establishments, restaurants and bars, offices, hotel lobbies, hospital lobbies, studios, and limited residential support activities. Such pedestrian-oriented uses shall be incorporated into no less than 75 percent of the linear building frontage abutting all pedestrian level "A" streets. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 40 feet and shall meet all requirements of the design guidelines.
16.20.130.7.2 Pedestrian Level “B” streets within EC-2

Developments adjoining pedestrian level “B” streets shall include appropriate nonresidential, pedestrian-oriented uses. These uses shall include, but not be limited to, retail sales, service establishments, restaurants and bars, offices, hotel lobbies, hospital lobbies, studios, and limited residential support activities. Such pedestrian-oriented uses shall be incorporated into no less than 60 percent of the linear building frontage abutting all pedestrian level "B" streets. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 30 feet and shall meet all requirements of the design guidelines.

Section 16. Section 16.20.130.8 of the St. Petersburg City Code, is hereby amended to read as follows:

16.20.130.8. - Building design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian. For a more complete introduction, see section 16.10.010.

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

Building and parking layout and orientation.

In all EC districts:
1. Buildings shall be located adjacent to streets to improve access and shall provide walkway connections to bus stops and public sidewalks.

Only in the EC-1 district:
21. All service areas and loading docks and shall be located behind the front facade line of the principal structure.
32. All mechanical equipment and utility functions (e.g. electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure.
43. Parking structures are encouraged to be internal to the site and include architectural features related to the principal structure and shall meet the general development standards for parking structures.
Only in the EC-2 district:

1. Surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets (not including alleys).

2. Detention and retention ponds and drainage ditches shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.

Pedestrian connections.

1. Where multiple storefront entry features or multiple buildings exist within the same development, each storefront entry feature and building shall be connected by an internal sidewalk system that is clearly delineated from the vehicular pavement. The internal sidewalk system shall connect to any public sidewalk that abuts the property.

2. Cross easements which connect the internal pedestrian system are encouraged between abutting property owners.

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

Building style.

1. New construction shall utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies.

2. Renovations, additions and accessory structures shall utilize the architectural style of the existing structure, or the entire existing structure shall be modified to utilize an identifiable architectural style which is recognized by design professionals as having a basis in academic architectural design philosophies. Additions to designated local landmarks are exempt from this regulation but shall comply with all other applicable regulations.

3. The use of features deemed to be "integral features of a recognized architectural style" shall be compatible with the elevation of a principal structure and the pattern, proportions and materials of surrounding structures. The following shall not be considered recognized architectural styles:
   
a. Highway or commercial prototype architecture, unless it is consistent with other requirements of this chapter.

b. Iconic, advertisement, and other roadside attraction architecture. Examples of such include igloos, tepees, quonset huts, castles, plants, animals, foods and dinosaurs.

4. All accessory structures including, but not limited to, drive-throughs, canopies, storage buildings, and solid waste container enclosures shall be compatible with the architectural design of the principal structure. Compatibility shall be determined by reviewing building materials, finishes and other significant features.
Parking structures and surface parking lots in the EC-2 district only.

1. Parking structures shall utilize a recognized architectural style.

2. Parking structures which are part of an overall project shall utilize the same architectural style, fenestration and detailing as the principal structure.

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

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

Pedestrian building edge and storefronts in the EC-2 district only.

1. Ground level facades along pedestrian level “A” and pedestrian level “B” streets shall comply with the streetscape requirements. All other ground level facades shall be lined with allowable uses (such as restaurant, retail, residential) or the wall shall include architectural details such as fenestration, display windows, natural finishes, and other architectural features to eliminate blank facades visible from streets (not including alleys).

2. For non-residential uses, ground level facades along pedestrian level “A” and pedestrian level “B” streets shall have at least 50 percent transparency at the ground level and ground level facades along all other streets shall have at least 30 percent transparency at the ground level.

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

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

Building fenestration in the EC-2 district only.

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

2. All facades for ground level residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 30 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

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

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

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

Wall composition. Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition also mitigates blank walls and ensures that all sides of a building have visual interest.

1. Structures which are situated on corner lots, through lots, or by the nature of the site layout are clearly visible from rights-of-way shall be designed with full architectural treatment on all sides visible from public rights-of-way. Full architectural treatment shall include roof design, wall materials, and architectural trim, and door and window openings. While it is recognized that buildings have primary and secondary facades, the construction materials and detailing should be similar throughout.

Roofs. Rooflines add visual interest to the streetscape and establish a sense of continuity between adjacent buildings. When used properly, rooflines can help distinguish between residential and commercial land uses, reduce the mass of large structures, emphasize entrances, and provide shade and shelter for pedestrians.

1. Buildings shall provide a pitched roof or a flat roof with a decorative parapet wall compatible with the architectural style of the building.

Building materials. Building material standards protect neighboring properties by holding the building's value longer, thereby creating a greater resale value and stabilizing the value of neighboring properties.

1. Building materials shall be appropriate to the selected architectural style and should be consistent throughout the project.

2. Exterior walls shall be constructed of finished materials such as stucco, natural brick or stone, finished concrete, wood or other similar material on all sides. Exposed smooth concrete block or metal finishes shall not be permitted, except where it is an integral feature of a recognized architectural style.

Signage. Signage standards ensure that signage is part of the overall design approach to a project.

1. Permitted freestanding and wall signs shall be designed to be compatible and integral with the principal structure. Sign boards, canopies, fascias and other architectural features shall be designed to incorporate signage or a uniform sign program. The base treatment of all freestanding signs shall be compatible with the color, materials and finish of the principal structure.
Accessory structures and equipment. Accessory structures should reinforce the pedestrian character of the City. Above-ground utility and service features shall be located and designed to reduce their visual impact upon the streetscape.

1. All mechanical equipment (ground or roof), including, but not limited to, air conditioning condensers, heating units, electric meters, satellite dishes, irrigation pumps, ice machines and dispensers, outdoor vending machines, and propane tanks, displays and refilling areas visible from the public right-of-way or adjacent residential use shall be screened using architectural features consistent with the structure or landscaping of sufficient density and maturity at planting to provide opaque screening.

2. Site furnishings including benches, bicycle racks, light standards, trash receptacles, newspaper racks, and any other similar features shall be compatible with the architectural design of the principal structure.

3. Any fence or wall which is visible from any public right-of-way shall be designed as an integral feature of the architectural design of the principal structure. Such design shall include the use of similar materials, colors and finishes as the principal structure, shall have breaks, columns or bends and shall incorporate required landscaping.
   a. The use of walls or fences, other than chain-link fences, around retention areas is allowed.
   b. The use of chain-link fences shall only be allowed for properties which do not front on a major street or where existing vegetation or proposed landscaping will screen the fence from view from the major street.

4. External downspouts shall be enclosed within the building structure on the front and side facades and any other facade visible from a right-of-way.

Section 17. Section 16.70.040.1.4.A of the St. Petersburg City Code, is hereby amended to read as follows:

Site plan review.

A. Applicability. In neighborhood zoning districts, site plan review (SPR) approval by the DRC is required for all projects in excess of 50,000 square feet of gross floor area or 60 dwelling units. In all other districts SPR approval by the DRC is required for all projects in excess of 250,000 square feet of gross floor area except in the EC-2 district or the DC districts.

Section 18. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.
Section 19. 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 20. 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.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

City Attorney (or Designee)  

_ [Signature]  

[Signature]  
Planning & Development Services Dept.

2/26/19  
Date

2-28-19  
Date
### ATTACHMENT “A”

Section 16.10.020.1 of the St. Petersburg City Code, Matrix: Use Permissions, Parking & Zoning is hereby amended to add the following new column after EC-1 to all uses listed:

<table>
<thead>
<tr>
<th>Use</th>
<th>EC-2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CITYWIDE</strong></td>
<td></td>
</tr>
<tr>
<td>Accessory Use and Structure</td>
<td>P</td>
</tr>
<tr>
<td>Adaptive Reuse</td>
<td>P</td>
</tr>
<tr>
<td>Family Day Care Home</td>
<td>G</td>
</tr>
<tr>
<td>Home Occupation</td>
<td>P</td>
</tr>
<tr>
<td>Redevelopment of Grandfathered Uses</td>
<td>P</td>
</tr>
<tr>
<td>Large Tract Planned Development</td>
<td>SE</td>
</tr>
<tr>
<td><strong>RESIDENTIAL USES</strong></td>
<td></td>
</tr>
<tr>
<td>Accessory, Dwelling Unit</td>
<td>G</td>
</tr>
<tr>
<td>Accessory, Living Space</td>
<td>G</td>
</tr>
<tr>
<td>Accessory Dwelling Unit, Owner/Manager</td>
<td>P</td>
</tr>
<tr>
<td>Accessory Artist in Residence</td>
<td>A</td>
</tr>
<tr>
<td>Assisted Living Facility</td>
<td>SE</td>
</tr>
<tr>
<td>Community Residential Home, 1 to 6 Residents</td>
<td>P</td>
</tr>
<tr>
<td>Community Residential Home, 7 to 14 Residents</td>
<td>SE</td>
</tr>
<tr>
<td>Community Residential Home, more than 14 residents</td>
<td>SE</td>
</tr>
<tr>
<td>Dormitory</td>
<td>P</td>
</tr>
<tr>
<td>Dwelling, Single-Family</td>
<td>G</td>
</tr>
<tr>
<td>Dwelling, Live/Work</td>
<td>P</td>
</tr>
<tr>
<td>Dwelling, Multifamily</td>
<td>P</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>NC</td>
</tr>
<tr>
<td><strong>ACCOMODATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Bed &amp; Breakfast</td>
<td>P</td>
</tr>
<tr>
<td>Kennel</td>
<td>NC</td>
</tr>
<tr>
<td>Hotel</td>
<td>P</td>
</tr>
<tr>
<td>Motel</td>
<td>NC</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>SE</td>
</tr>
<tr>
<td>Pet Care Indoor</td>
<td>SE</td>
</tr>
<tr>
<td>Pet Care, Indoor/Outdoor</td>
<td>NC</td>
</tr>
<tr>
<td><strong>COMMERCIAL AND OFFICE USES</strong></td>
<td></td>
</tr>
<tr>
<td>Bank without Drive-Thru</td>
<td>P</td>
</tr>
</tbody>
</table>

Page 17
<table>
<thead>
<tr>
<th>Use</th>
<th>EC-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank with Drive-Thru</td>
<td>NC</td>
</tr>
<tr>
<td>Brewery</td>
<td>G</td>
</tr>
<tr>
<td>Café, Neighborhood Scale</td>
<td>P</td>
</tr>
<tr>
<td>Car Wash and Detailing</td>
<td>NC</td>
</tr>
<tr>
<td>Catering Service/Food Service Contractor</td>
<td>A</td>
</tr>
<tr>
<td>Drive-Thru Facility or Use with a Drive-Thru</td>
<td>NC</td>
</tr>
<tr>
<td>Drug Store or Pharmacy</td>
<td>A</td>
</tr>
<tr>
<td>Gas or Fueling Station</td>
<td>NC</td>
</tr>
<tr>
<td>Microbrewery</td>
<td>P</td>
</tr>
<tr>
<td>Mixed Use</td>
<td>P</td>
</tr>
<tr>
<td>Motor Vehicle Service and Repair</td>
<td>NC</td>
</tr>
<tr>
<td>Office, General</td>
<td>P</td>
</tr>
<tr>
<td>Office, Medical</td>
<td>P</td>
</tr>
<tr>
<td>Office, Temporary Labor (Day Labor)</td>
<td>NC</td>
</tr>
<tr>
<td>Office, Veterinary</td>
<td>SE</td>
</tr>
<tr>
<td>Outdoor Sales, Accessory Use</td>
<td>NC</td>
</tr>
<tr>
<td>Outdoor Sales, Accessory Use Garden Oriented</td>
<td>NC</td>
</tr>
<tr>
<td>Outdoor Sales, Principal Use Outdoor Oriented Goods</td>
<td>NC</td>
</tr>
<tr>
<td>Outdoor Sales, Principal Use Garden Oriented</td>
<td>NC</td>
</tr>
<tr>
<td>Outdoor Storage, Accessory Commercial</td>
<td>NC</td>
</tr>
<tr>
<td>Restaurant and Bar, Brewpub</td>
<td>P</td>
</tr>
<tr>
<td>Restaurant and Bar, Indoor</td>
<td>P</td>
</tr>
<tr>
<td>Restaurant and Bar, Accessory Outdoor Area</td>
<td>A</td>
</tr>
<tr>
<td>Restaurant and Bar, Indoor and Outdoor</td>
<td>P</td>
</tr>
<tr>
<td>Retail Sales and Service</td>
<td>A</td>
</tr>
<tr>
<td>Retail, Neighborhood Scale</td>
<td>A</td>
</tr>
<tr>
<td>Service Establishment</td>
<td>A</td>
</tr>
<tr>
<td>Service, Fleet- Based</td>
<td>NC</td>
</tr>
<tr>
<td>Service, Office</td>
<td>A</td>
</tr>
<tr>
<td>Service, Personal</td>
<td>A</td>
</tr>
<tr>
<td>Studio</td>
<td>A</td>
</tr>
<tr>
<td><strong>INDUSTRIAL, MANUFACTURING, AND WAREHOUSING USES</strong></td>
<td></td>
</tr>
<tr>
<td>Construction Establishment</td>
<td>G</td>
</tr>
<tr>
<td>Laboratories and Research and Development</td>
<td>P</td>
</tr>
<tr>
<td>Manufacturing - Light, Assembly and Processing</td>
<td>SE</td>
</tr>
<tr>
<td>Manufacturing - Heavy</td>
<td>NC</td>
</tr>
<tr>
<td>Outdoor Storage, Principal Use</td>
<td>NC</td>
</tr>
<tr>
<td>Outdoor Storage, Accessory Industrial</td>
<td>NC</td>
</tr>
<tr>
<td>Use</td>
<td>EC-2</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Publishing and Printing</td>
<td>SE</td>
</tr>
<tr>
<td>Recycling Center</td>
<td>NC</td>
</tr>
<tr>
<td>Salvage Yard</td>
<td>NC</td>
</tr>
<tr>
<td>Storage, Self / Mini Warehouse</td>
<td>NC</td>
</tr>
<tr>
<td>Towing and Freight Trucking</td>
<td>NC</td>
</tr>
<tr>
<td>Warehouse</td>
<td>G</td>
</tr>
<tr>
<td>Wholesale Establishment</td>
<td>G</td>
</tr>
<tr>
<td><strong>ARTS, RECREATION, AND ENTERTAINMENT USES</strong></td>
<td></td>
</tr>
<tr>
<td>Adult Use, Adult Use Establishment, Adult Use Business</td>
<td></td>
</tr>
<tr>
<td>Club, Community Service and Fraternal</td>
<td>A</td>
</tr>
<tr>
<td>Commercial Recreation, Indoor</td>
<td>A</td>
</tr>
<tr>
<td>Commercial Recreation, Outdoor</td>
<td>A</td>
</tr>
<tr>
<td>Golf Course/Country Club</td>
<td>NC</td>
</tr>
<tr>
<td>Health Club (5,000 sq. ft. or less)</td>
<td>P</td>
</tr>
<tr>
<td>Health Club, (more than 5,000 sq. ft.)</td>
<td>A</td>
</tr>
<tr>
<td>Motion Picture Theater/Cinema (500 seats or less)</td>
<td>P</td>
</tr>
<tr>
<td>Motion Picture Theater/Cinema (more than 500 seats)</td>
<td>SE</td>
</tr>
<tr>
<td>Museum</td>
<td>SE</td>
</tr>
<tr>
<td>Park, Active</td>
<td>P</td>
</tr>
<tr>
<td>Park, Passive</td>
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<td>Performing Arts Venue (500 seats or less)</td>
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<td>Recreation Use, Accessory to Public Park</td>
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<td>Birthing Center</td>
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<td>Cemetery</td>
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<td>Cemetery, Accessory to a House of Worship</td>
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<td>Child Care Facility</td>
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<td>Crematorium</td>
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<td>Funeral Home/ Mortuary/Crematory</td>
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<td>Government Building and Use</td>
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<td>Hospital</td>
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<td>House of Worship</td>
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<td>Library</td>
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<td>Meeting Hall and other Community Assembly Facility</td>
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<tr>
<td>Use</td>
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<td>School, Private, Pre-K thru 12 (Nongovernmental)</td>
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<td>School, All Others</td>
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<td><strong>TRANSPORTATION, COMMUNICATION, AND INFORMATION USES</strong></td>
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<td>Airports and Air Transportation</td>
<td>Overlay District</td>
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<td>Parking Surface Accessory</td>
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<td>Utility Plant and Storage</td>
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<td>Utility Substation, Utility Storage Tanks</td>
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<td><strong>AGRICULTURAL USES</strong></td>
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<td>Commercial Garden and Greenhouse</td>
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QUASI-JUDICIAL PUBLIC HEARING

Note: The following two items (LGCP-2018-01 & FLUM-54-A) were presented as one item.

A. City File LGCP-2018-01

Request: A City-initiated application requesting text amendments to the Comprehensive Plan’s Future Land Use Element, amending the existing Industrial Limited (IL) and creating a new Activity Center (AC) category.

City File FLUM-54-A

Location: The subject property, a portion of the Innovation District, totaling approximately 152 acres and generally bounded by 5th Avenue South, 10th Street South, 1st Street South, and 10th Avenue South.

Request: A City-initiated application requesting to amend the Future Land Use Map designations from Planned Redevelopment-Mixed Use, Institutional, and Activity Center Overlay to Activity Center and the Official Zoning Map designations from CCT-1 (Corridor Commercial Traditional-1), CRT-1 (Commercial Residential Traditional-1) and IC-1 (Institutional Center-1) to EC-2 (Employment Center-2), or other less intensive use.

Staff Presentation

Derek Kilborn along with the assistance of Brian Caper gave a PowerPoint presentation based on the staff report. One letter supporting the proposed land use change from the President of the St. Petersburg Innovation District and one email message from a resident, Wayne Baker, in opposition of the request were received; copies were distributed to the Commissioners prior to the meeting.

Public Hearing

Johannes “Jopie” Helsen, 1421 Bay St SE, spoke in opposition of the request.
Nicholas Wise, 6269 Palm Del Mar Blvd. S, asked questions about what the impact would be on them.
Don Mastry, representing VP Windward, wants the area south of 10th Ave S to be included in this proposal.
Ken Heretick, representing VP Windward, wants the area south of 10th Ave S to be included in this proposal.
Alison Barlow, representing St. Petersburg Innovation District, spoke in support of the request.
Ron Motyka, representing Roser Park NA, asked not to include Roser Park; move the boundary.
Chad Shakespear, 201 16th Ave S, asked to have the boundary changed.
Ed Dyl, representing Salvador Condominium, is concerned about the height; doesn’t want to lose the views.
Cross Examination

Waived

Rebuttal / Closing Remarks

Mr. Kilborn stated that the City is sensitive to the unique challenges of the Salt Creek area which is why the City desires to have this considered separately and not together. There are three properties located within the Roser Park Local Historic District included in the proposed boundary and the Neighborhood Association did provide those comments and conditions heard during the discussion as well as in the staff report. Mr. Kilborn also pointed out, regarding height, that height considerations are something that the Development Review Commission will take up at their July 11th meeting.

Executive Session

Commissioner Wannemacher asked about the timeline of moving forward with the southern portion of the district. Mr. Kilborn stated that there is no timeline for the southern portion at this time.

Commissioner Wannemacher stated that she is sensitive to the landowners in the southern portion and encouraged the City to create a timeline, meet with the landowners and stakeholders, and to get back to the CPPC as soon as possible.

Commission Chair Carter stated his agreement with Commissioner Wannemacher, it’s a major issue.

Commissioner Reese voiced her concern about the landowners in the southern portion stating that they were not included in the conversations and the length of time they have waited for something to happen in this area. She feels that their concerns need to be addressed as soon as possible and then asked why they were not at least invited to be part of the discussions/conversations, so their concerns could be heard and addressed at that time, and why was it decided to deal with the two separately. Mr. Kilborn stated that he did not know if it were entirely accurate to say that they were not invited to participate during the process given the boundary of the Innovation District. Mr. Caper explained that conversations began in 2016 with the Innovation District Board and at that time it was the direction of the Board to move this forward on just the northern portion of the District. At that time, the City had the Bayboro Harbor Community Redevelopment Plan (expired March 2018) as well as the coastal high hazard area issue, so, the City had decided, based on the Board’s recommendation, to separate into two different packages and move forward on the northern portion now. They have had numerous discussions with members in the southern end of the Innovation District to let them know where we are in the process and once or if this goes through, they will have the ability to apply for a rezoning and receive the same designation as the northern portion. The City looked at the Innovation District Board to drive that discussion and to guide us in how they felt the District needed to be developed and this was based on their recommendation.

Commissioner Rogo asked how many of the Innovation District Board members come from businesses or entities south of 10th Avenue. Mr. Caper replied that he does not believe there are any.

Commission Chair Carter stated his agreement with Commissioner Wannemacher.
Commissioner Wannemacher voiced her concern about the two years it has taken to get this far and feels that the landowners on the southern end should not have to wait another two years to get to this same point. She is concerned that there is something not already in process and would like to see the boundary redrawn to include the southern portion.

Commission Chair Carter asked how difficult it would be to present them something at their next meeting. Mr. Caper explained that they would have to re-engage the Innovation District Board to get their input of including the entire Innovation District. It has always been the City's vision to have the entire District under one zoning category. It is a very complicated application process that must go through many different Boards and from the City staff's perspective, feel it is best to move forward on the northern portion now while they have started this process, so they do not have to go back, make edits, and revisit with the Board. They hope to have this through by October/November at which point anyone from the southern portion may apply for rezoning.

Mr. Kilborn further explained that with the two portions of the District being unique and different, staff thought that given the trajectory that they were already on with the northern portion, it would be best to finish that and then look at the southern portion now that the Bayboro Harbor Plan had expired earlier this year.

Commissioner Chair Carter asked about the proposal for a portion of Roser Park as mentioned earlier by one of the public speakers. Mr. Kilborn stated that staff will look at it and then explained that a certificate of appropriateness would be needed for any activity within a local historic district boundary; either a staff-level review or a public hearing with the CPPC. If there are markers demonstrated in the concept plan, it is a concept only and is not included in today's proposal.

Commissioner Rogo made the following comments: (1) Two separate personality areas within the District have been identified and is concerned that he is not seen communication between the two portions; and (2) He is wondering if LU3.4 that deals with compatible land use transition is consistent between the proposed new Activity Center and the Roser Park Historic District. Mr. Kilborn explained that the way the line was drawn is to reflect the existing Institutional Center-Institutional category so where there is currently IC-I on the map with Activity Center Overlay, there would be, after this action, Activity Center category. They were just following the IC-I line which navigates along the southwest boundary with the Local Historic District overlapping in two instances that are Institutional categories today with the Activity Center Overlay on them.

Commissioner Michaels asked if an issue would be created if the boundary was adjusted to exclude the Roser Park elements. Mr. Kilborn replied that it would be a concern on one level with the one property located on the northwest corner that has an institutional office building there and clearly does not meet the criteria for a contributing resource to the local historic district and the second concern related to the Ronald MacDonald House is that if it were to be taken out of the proposed boundary, what you would have is one triangle piece with an Institutional Center-Institutional category with an Activity Center Overlay completely isolated from the surrounding properties which would have an Activity Center category, and staff believes this would not create a smooth transition between categories.

Commissioner Michaels asked about the CHHA as it relates to the USF's dormitories and is the CPPC making a finding today that this property is appropriate for development in accord with the coastal high hazard criteria that was just approved. Mr. Kilborn stated that they felt the application meets those criteria for the CHHA district; more than 27 of the overall 28 acres come under the control of the 2015/2025 USF-St. Pete Campus
Master Plan. Any dormitories included in that Master Plan have already been approved through that process and are not affected by anything seen today pertaining to CHHA. Mr. Kilborn further stated that they had tried to obtain information from USF on how they plan to evacuate the students from these dormitories but was unable to get an answer for today’s meeting, but they do have an evacuation plan to move those students out.

Commissioner Michaels asked about plans for future student housing on this site. Mr. Kilborn explained that any plan would have to come through as an amendment to the 2015/2025 Campus Master Plan and they would have to demonstrate, that if there were an increase, on how they would comply or mitigate for those concerns.

Commissioner Reese voiced her sensitivity to the public speaker not wanting to lose the views of the airport and asked staff to explain how this proposal would impact them. Mr. Kilborn referred to a height map showing how the airport affects development in the area with each color representing maximum height allowed; everyone in the area is bound to these maximum heights as administered through the FAA. At times and depending on the location, variances to height can be filed but there is a very specific and detailed process to go through requiring an independent review.

Commissioner Winters asked about the moving of the airport runway which would impact of what could be built in this area. Mr. Kilborn stated that he knows that there is community discussion about the airport with the potential of extending the runway to the east which would shift the color code of the height map to the east. It’s hard to say what parcels would be impacted since he does not know about any runway configurations or what the approach lane would look like.

**MOTION #1:** Commissioner Rogo moved and Commissioner Wannemacher seconded a motion to approve the City-initiated text amendments to the Comprehensive Plan’s Future Land Use Element, amending the existing Industrial Limited and creating a new Activity Center (AC) category in accordance with the staff report.

**VOTE:**

YES – Bell, Michaels, Reese, Rogo, Wannemacher, Winters, Carter
NO – None

Motion passed by a vote of 7 to 0.

**MOTION #2:** Commissioner Rogo moved and Commissioner Wannemacher seconded a motion to approve amending the Future Land Use Map designations from Planned Redevelopment-Mixed Use, Institutional, and Activity Center Overlay to Activity Center and the Official Zoning Map designations from CCT-1 (Corridor Commercial Traditional Center-1), CRT-1 (Commercial Residential Traditional-1) and IC-1 (Institutional Center-1) to EC-2 (Employment Center-2), or other less intensive use in accordance with the staff report.

**VOTE:**

YES – Bell, Michaels, Reese, Rogo, Wannemacher, Winters, Carter
NO – None

Motion passed by a vote of 7 to 0.
Commissioner Reese made the following motion to address the concerns of the citizens in the southern portion of the District.

*MOTION #3: Commissioner Reese moved and Commissioner Wannemacher seconded a motion to have staff return by the September 2018 CPPC meeting with a timeline update for the southern portion of the Innovation District.*

Don Mastry suggested that an analysis be done because the boulevard was created to separate the residential area from the commercial activity on the south side and thinks that may be natural barrier for the expansion of the Innovation District and not to use the creek as the boundary.

Commissioner Winters stated that she is comfortable with staff hearing what they had to say and will not vote in favor of the amendment.

*VOTE: YES – Bell, Michaels, Reese, Rogo, Wannemacher, Carter
NO – Winters*

*Motion passed by a vote of 6 to 1.*
City Files: LGCP 2018-01, FLUM 54-A, LDR 2018-01
St. Petersburg's Innovation District

This is a City-initiated application requesting that the Community Planning and Preservation Commission (“CPPC”), in its capacity as the Local Planning Agency (“LPA”), and 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 and map amendments to the City’s Official Zoning Map, Future Land Use Map, Comprehensive Plan, and City Code, Chapter 16, Land Development Regulations (“LDRs”).

Subject Area: Portion of the Innovation District proposed for change
APPLICANT INFORMATION

APPLICANT: City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33701

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

INTRODUCTION

In the area immediately south of downtown St. Petersburg, a critical cluster of institutions and property owners representing higher education, marine & life sciences, healthcare, business incubation, and media communication have been working collaboratively with the St. Petersburg Chamber of Commerce, St. Petersburg Downtown Partnership, St. Petersburg Economic Development Agency and other economic development groups to create a cohesive district centered on the common theme of innovation. The subject area is now referred to as “The Innovation District.”

Traditional models of institutional planning are singular and include little to no integration with surrounding institutions. In contrast, the district model of institutional planning recognizes the individual needs of the institutions within the district and then attempts to link them together. This is achieved through strategic guidance meaning intellectual collaboration, economic leveraging, marketing and brand identity, funding and
finance. It is also achieved through the *creation of place* meaning the integration of supportive uses and coordination of infrastructure, transportation circulation and parking.

The purpose of this application is to integrate supportive uses throughout The Innovation District using a combination of text and map amendments to the City’s Comprehensive Plan and City Code, Chapter 16, Land Development Regulations and Official Zoning Map and Future Land Use Map. In addition to existing institutional uses, the proposed supportive uses include allowances for residential, office, daily commercial services, dining, children services, and lodging. Urban design standards, similar to those found in the downtown center zoning regulations, will further complement physical connections by strengthening the area’s pedestrian and transportation network.

Many ‘sunbelt’ cities are interested in developing this type of integrated place, but very few have the cornerstone elements already in place to achieve the vision. Even fewer cities have those elements in a location combined with compelling natural environmental resources and economic characteristics to attract talent and jobs. The purpose of this application is to build on these existing features in a way that enhances the profile of each institution, supports business development and recruitment, and provides energy for neighborhood reinvestment and jobs.

**REQUEST**

As highlighted in the introduction and described in greater detail below, the City is requesting text and map amendments to the City’s Comprehensive Plan and City Code, Chapter 16, Land Development Regulations and Official Zoning Map and Future Land Use Map in order to accommodate the full development potential of this critical asset to the City’s future.

All requested amendments have been consolidated into this unified report.

**Comprehensive Plan Text Amendments – LGCP 2018-01**

| LU 2.1 | Add reference to “Innovation District” | CPPC |
| LU 3.1.C.1 | Add references to “Retail and Personal/Office Service Support” | CPPC |
| LU 3.1.C.1 | Delete references to “Residential” | CPPC |
| LU 3.1.E.3 | Add references to Activity Center (“AC”) Overlay | CPPC |
| LU 3.1.E._ | Add new Future Land Use Map category “Activity Center (AC)” | CPPC |
| LU 3.1.G | Add new Future Land Use Map category “Activity Center (AC)” showing compatibility with Countywide Plan Map “Activity Center” | CPPC |

**City Code, Chapter 16, Land Development Regulations Text Amendments – LDR 2018-01**

<p>| 16.10.020.1 | Amend Use Permissions and Parking Requirements and Zoning Matrix | DRC |
| 16.10.020.1 | Amend existing column heading from EC to EC-1 | DRC |
| 16.10.020.1 | Add new column for EC-2 zoning category | DRC |
| 16.10.020.1 | Amend land-use permissions | DRC |
| 16.10.020.2 | Amend Zoning and Compatible Future Land Use Matrix | DRC |
| 16.10.020.2 | Amend EC to FC-1 and eliminate residential density | DRC |
| 16.10.020.2 | Add EC-2 zoning category | DRC |
| 16.10.020.2 | Include footnote regarding floor area ratio base | DRC |
| 16.10.020.2 | Include footnote regarding floor area ratio exemptions and bonuses | DRC |
| 16.20.130 | Amend EC zoning category | DRC |
| 16.20.130 | Amend “composition description” | DRC |
| 16.20.130 | Amend “purpose and intent” | DRC |
| 16.20.130 | Add category descriptions for EC-1 and EC-2 | DRC |
| 16.20.130 | Renumber and delete reference to MF residential | DRC |
| 16.20.130 | Renumber and delete reference to MF residential when master plan | DRC |
| 16.20.130 | Renumber and delete reference to MF residential when “Sod Farm” | DRC |</p>
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<td>Amend from IC-I to AC (Activity Center)</td>
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BACKGROUND

PLANNING INITIATIVES

Formal conversations around the St. Pete Innovation District began in late 2014 by and between the major institutions located in the Medical District/Bayboro Harbor area, based on a ULI Advisory Services Panel, elements of the Downtown Waterfront Master Plan, and a Brookings Institute study, *The Rise of Innovation Districts*. Organically, the area contained all the institutional elements of leading Innovation Districts, but lacked structure and many of the physical elements that tie these districts together. The City commissioned a Vision Summary, a high-level analysis of the St. Pete Innovation District’s assets, opportunities, and key areas of focus. The Vision Summary identified three initial focus activities: District Governance & Leadership - adopting a formal structure and hiring an executive director; Strategic Guidance - creating a brand, funding strategies, and opportunities for collaboration; and Creation of Place - improving the physical infrastructure to support the uses and activities found within Innovation Districts.

Based on the Vision Summary recommendations, the Innovation District created a Board of Directors and established a funding source from the Board members to support the District. An executive director was hired in 2017 to support the activities needed to facilitate collaboration between institutions and businesses, with the goal of attracting high-power talent, high-wage jobs, and new investment in the area. In addition to the Board of Directors, an Innovation Council was formed, comprised of organizations that have a stakeholder interest in the District, meeting bi-monthly to share current projects and activities and provide input on District initiatives. Presently, the Board of Directors and Innovation Council are comprised of the following members:
Board of Directors
- Johns Hopkins All Children’s Hospital – President
- University of South Florida St. Petersburg – Vice President
- Bayfront Health St. Petersburg – Secretary
- Foundation for a Healthy St. Petersburg – Treasurer
- St. Petersburg Downtown Partnership
- University of South Florida College of Marine Science
- City of St. Petersburg (ex-officio)

Innovation Council
- Bold Business
- Bayfront Health St. Petersburg
- City of St. Petersburg
- Duke Energy
- Florida Fish and Wildlife Conservation Commission
- Florida Institute of Oceanography
- Foundation for a Healthy St. Petersburg
- Johns Hopkins All Children’s Hospital
- National Oceanic and Atmospheric Administration
- Pinellas County Economic Development
- Port St. Pete
- St. Petersburg Chamber of Commerce
- St. Petersburg College (SPC)
- St. Petersburg Downtown Partnership
- St. Petersburg Economic Development
- Corporation
- St. Petersburg Ocean Team
- Poynter Institute
- SRI International
- Tampa Bay Innovation Center/TEC Garage
- The Dali Museum
- The Poynter Institute for Media Studies
- University of South Florida College of Marine Science
- University of South Florida St. Petersburg
- U.S. Coast Guard
- U.S. Geological Survey
- USFSP Open Partnership Education Network (OPEN)

The Vision Summary recommendations also led to the development of the Streetscape and Connectivity Concept Plan, discussed below.

Preparation of the Innovation District Streetscape and Connectivity Concept Plan (“Plan”) began in 2016, based on recommendations from the Innovation District Vision Summary. The Plan was developed to create a District brand, develop the District’s sense of place, and improve the District’s internal and external connectivity. The Plan identifies improvements to the District’s “definition” - gateways, art, signage and banners, and pedestrian crossings, and to the District’s physical streetscape. Completed in 2017, the Plan identifies short-, mid-, and long-term projects that improve the District definition and streetscape in three phases. Currently, the City has allocated approximate $3.5M to complete Phase I improvements, which includes streetscape enhancements on 4th Street, 5th Street, and 6th Avenue South, as well as a series of definition elements, including painted intersections, gateway markers, pole banners, and pedestrian crossing improvements. Design of these improvements is currently underway and expected to be complete in early 2019. Construction in Phase I is expected to begin in spring 2019.
LGCP 2018-01: PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENTS

The proposed comprehensive plan text amendments are designed to achieve two objectives. First, expand upon the existing list of future land use map categories by adding a new AC (Activity Center) category. This is distinct from the existing AC (Activity Center) Overlay. Second, to update existing language in the IL (Industrial Limited) category removing any reference to an allowance for residential uses.

Activity Center Future Land Use Map Category

The existing Future Land Use map includes as AC Overlay covering the entire subject area. See attached map. The AC Overlay is an existing tool within the City’s Comprehensive Plan to allow for “…concentrated commercial and mixed-use centers suited to a more intensive and integrated pattern of development.” Distinct from the City’s overlay, the Countywide Plan Rules and Countywide Plan Map utilize an AC category also covering the entire subject area. The AC category was first assigned to the subject area in August 2015 with adoption of the updated Countywide Plan Rules and new Countywide Plan Map. The category is a more efficient mechanism than an overlay as it simplifies the complexity of layered regulations. Through this text amendment to the City’s Comprehensive Plan, the City is recommending creation of a new AC category that will begin to replace the need for existing AC overlays.

This request is specific to the Innovation District only; however, it is anticipated that future requests will begin to convert the City’s (6) existing areas designated with AC overlays to AC categories or, if approved, apply the AC category to new areas where the request is justified and approved through the normal planning process.

Update to IL (Industrial Limited)

The IL Future Land Use Map category described in Comprehensive Plan Policy LU3.1.C.1.F references “planned industrial mixed use projects that include residential uses” and its existence extends from development entitlements previously assigned to property commonly referred to as the “Sod Farm” located at 10901 28th Street North. The residential entitlements have expired and the property has since been redeveloped by Great Bay Distributors, Inc., a beverage distribution company. Since residential uses are permitted nowhere else within the IL category, the now-outdated reference to “…residential uses” is included here for deletion.

EC (Employment Center) is one of the compatible zoning districts associated with the IL category. Since the text and map amendments included herein recommend creation of a new EC-2 (Employment Center) zoning district, specific changes are required to amend the existing EC zoning category to EC-1 (Employment Center). This explains why it is being included here along with text changes to the IL future land use map category.

FLUM 54-A: PROPOSED MAP AMENDMENTS

Request:

The request is to amend the Future Land Use Map designations from I (Institutional), PR-MU (Planned Redevelopment-Mixed Use), and Activity Center Overlay to Activity Center, and to amend the Official Zoning Map from IC-I (Institutional Center), CRT-1 (Corridor Residential Traditional-1) and CCT-1 (Corridor Commercial Traditional-1) to EC-2 (Employment Center-2).

Purpose:

The purpose of this proposal is to create the City’s seventh activity center, consistent with the September 2015 St. Petersburg Innovation District Visioning Summary and the March 2017 Streetscape and Connectivity Concept Plan. See attached.
Existing Uses:

The subject area is largely comprised of institutional uses associated with Johns Hopkins All Children’s Hospital, Bayfront Health St. Petersburg, and the University of South Florida St. Petersburg. A comprehensive list of institutional partners is listed above under the heading “Innovation Council.” Approximately 22.22 acres are vacant.

Applicable Regulations:

The present I, PR-MU, and AC Overlay Future Land Use designations and IC-I, CRT-1 and CCT-1 zoning designations limit the uses that the land can be put to, as well as floor-area-ratio and density. The proposed Activity Center Future Land Use designation and EC-2 zoning will allow a greater mix of uses and a range of floor-area-ratios and densities deemed to be suitable and appropriate for the Innovation District.

Staff Analysis:

As stated, if the changes presented in this report are approved, the Innovation District will become the City’s seventh named activity center. All proposed changes are consistent with the September 2015 Visioning Summary and the March 2017 Streetscape and Connectivity Concept Plan.

If approved, the Innovation District will become the first area designated with the (proposed) Activity Center Future Land Use Map category, as opposed to the other six (6) areas of the City that are designated with an Activity Center Overlay. The Activity Center Overlay designation has been part of the City’s Comprehensive Plan since the 1970s.

The AC category is being proposed, consistent with the Countywide Plan Rules, which were first adopted on August 7, 2015 (Ordinance 15-30) and subsequently amended through May 31, 2016 (Ordinance 16-31). If the AC category was not part of the Countywide Plan Rules, the City would continue to utilize the existing AC Overlay designation for the Innovation District as well as future activity centers.

Consistency with the Comprehensive Plan

The proposed Activity Center category and EC-2 zoning are appropriate given the City’s desire to have this area function as an Innovation District. The proposed designations are consistent with numerous Comprehensive Plan objectives and policies, as follows (with a more complete list of objectives and policies provided later in this report):

- The proposed Activity Center designation will accommodate the higher intensity and mix of uses anticipated within the Innovation District, consistent with Comprehensive Plan Objective LU2, which supports a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity center and other appropriate areas.

- The requested Activity Center designation is consistent with Comprehensive Plan objectives and policies which support mixed-use development (Objective LU4) and concentrating growth and attracting large-scale and quality development within the City’s Activity Centers (Policy LU2-3).

- This request is consistent with Policy LU3.4, which states that the Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement; and Policy LU3.7, which states that land use planning decisions shall include a review to determine whether existing land use boundaries are logically drawn in relation to existing conditions and expected future conditions.

- The request is also consistent with Policy T1.6, which states that the City shall support high-density mixed-use developments and redevelopments, in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit, to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.
Level of Service (LOS) Impact

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

RESPONSES TO RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE LAND USE PLAN:

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

Applicable Comprehensive Plan Policies and Objectives are listed in the following section titled “Consistency and Compatibility with Comprehensive Plan” starting on page 13.

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

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

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

The proposed change may alter the City’s population or the population density pattern if residential development occurs within the Innovation District. Approved site plans involving a residential component are shared with the Pinellas County School System.

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

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

WATER

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region’s local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City’s and other member governments' water supply needs. The City’s current potable water demand is 28.3 million gallons per day.

The City’s adopted level of service (LOS) standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 79 gallons per capita per day. Should the proposed amendment be approved, there will be no impact on the City's adopted LOS standard.
WASTEWATER

The subject property is served by the Southwest Water Reclamation Facility, which presently has excess capacity estimated to be 3.8 million gallons per day. There is excess sanitary sewer capacity to serve the amendment area.

SOLID WASTE

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

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

TRAFFIC

Major Roads

There are five roads on the City's Future Major Streets map that traverse or border the subject area, which include 4th Street South, 8th Street South, Dr. ML King Jr. Street South, 5th Avenue South and I-175. Fourth Street South and 5th Avenue South are collectors and 8th Street and Dr. ML King Jr. Street are minor arterials. The City maintains these roads. The Florida Department of Transportation maintains I-175.

The FDOT describes roadway level of service (LOS) as a quantitative stratification of quality of service for motorists. Roadway LOS is divided into six letter grades, "A" through "F," with "A" being the best (free flow conditions) and "F" being the worst (heavy traffic congestion). The City eliminated the LOS standard of "D" for major roads in 2016, following the adoption of the Pinellas County Mobility Plan. While the City no longer has a roadway LOS standard, Forward Pinellas continues to produce their annual roadway LOS report so that local governments can assess the potential impact of land use changes and developments on roadway operating conditions. Fourth Street South is a three-lane, undivided facility north of 6th Avenue South and a four-lane, divided facility south of 6th Avenue South. It functions at a LOS "D" north of 9th Avenue South and a LOS "B" south of 9th Avenue South. The segment from 6th Avenue South to 9th Avenue South has the highest volume-to-capacity ratio, which is 0.542 (the traffic volume is 54% of the maximum capacity of the road). Fifth Avenue South is a multi-lane, one-way facility. Forward Pinellas does not determine the level of service for 5th Avenue South, but City staff has calculated that it operates at an acceptable level of service. Eighth Street and Dr. ML King Jr. Street are both four-lane, one-way facilities and they function at a LOS "C." There is a significant amount of spare capacity on both roads, with traffic volumes on neither road exceeding 33% of the maximum capacity. I-175 operates at a LOS "B" from I-275 to 4th Street.

Public Transportation

The Pinellas Suncoast Transit Authority (PSTA) operates several routes that serve the subject area. Route 4 is one of PSTA's top routes. It operates between southern St. Petersburg and the Gateway area along the 4th Street/Roosevelt Boulevard corridor with a service frequency of 15 minutes. Route 14 is also a popular route. It operates between the Palms of Pasadena Avenue Hospital and downtown St. Petersburg with a service frequency of 30 minutes. Route 32, also called the Downtown St. Petersburg Circulator, connects residential and commercial developments in the greater downtown area with a service frequency of 35 minutes. The Looper Group operates the Downtown Looper Trolley, which operates along 1st and 2nd Streets and 6th Avenue South in the Innovation District with a service frequency of 15 to 20 minutes. The City, PSTA,
Looper Group and FDOT have worked together to fund improvements to the Looper route, which will extend the route along 6th Avenue to 6th Street and provide longer operating hours. The service change will go into effect in the fall of 2019. PSTA submitted a Small Starts application to the Federal Transit Administrations in September 2017 to fund design and capital costs for their proposed Central Avenue Bus Rapid Transit (BRT) service. The service will operate along 3rd and 4th Streets and 6th Avenue South in the Innovation District and connect the District to western St. Petersburg, City of South Pasadena and St. Pete Beach. It will be a rapid service due to limited stops and will have frequent service and long operating hours.

**Bicycle and Pedestrian Facilities**

There are several existing trails in the study area, which are located along 3rd Street from 11th Avenue South to 6th Avenue South, 6th Avenue South from 3rd Street to 1st Street, 1st Street from 6th Avenue South to 1st Avenue South, and Dali Boulevard/Bayshore Drive Southeast from 1st Street South to 1st Avenue South. There are existing bike lanes on 8th Street from Dr. MLK King Jr. Street South to 5th Avenue North and 3rd Street from 5th Avenue South to 17th Avenue South.

The subject area contains an extensive and connected sidewalk network. In the St. Petersburg Innovation District Streetscape and Connectivity Concept Plan, six additional pedestrian crossing locations along 3rd and 4th Streets have been identified to improve pedestrian connectivity within the District. The addition of a two-way cycle track along 6th Avenue South from Dr. ML King Jr. Street to 3rd Street was identified in the Concept Plan. This will connect a gap in the existing trail network, connecting to the Booker Creek Trail in the west and the North Bay Trail in the east. It is anticipated that this connection will be completed in 2019.

There are multiple bicycle infrastructure recommendations in the Draft Complete Streets Implementation Plan for the subject area, which include:

- a trail along Roser Park Drive South from Dr. ML King Jr. Street to 11th Avenue South;
- extending the trail along 3rd Street from 11th Avenue South to 18th Avenue South and to the north from 6th Avenue South to 5th Avenue North;
- a trail on 8th Street from 6th Avenue South to 5th Avenue North;
- a separated bike lane along 6th Avenue South from Roser Park Drive South to 1st Avenue South;
- shared lane markings on 2nd Street from 1st Avenue South to 6th Avenue South;
- a neighborhood greenway along 14th Avenue South; and
- a bike lane on Dr. ML King Jr. Street from 3rd Avenue South to 18th Avenue South.

**RECREATION**

The City's adopted LOS standard for recreation and open space (R/OS) is nine (9) acres per 1,000 population. However, for many years the City has enjoyed an actual R/OS level of service that is estimated to be 21.9 acres per 1,000 population. The proposed amendment will not affect the City’s adopted LOS standard for recreation and open space.

**STORMWATER MANAGEMENT**

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

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

   There is both appropriate and sufficiently adequate land area for the use and reasonably anticipated operations and expansion that the Activity Center designation is intended to create.
f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.
Not applicable.

g. Whether the proposed change is consistent with the established land use pattern.
The proposed change is consistent with the established land use pattern. The subject area is already designated AC Overlay.

h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.
The existing zoning district boundaries are not logically drawn when considering the City’s interest in establishing the Innovation District. A new zoning district (EC-2) is proposed for the subject area.

i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.
Not applicable.

j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.
According to the FEMA Flood Insurance Rate Map (FIRM), a majority of the subject area is not located within a flood zone. A smaller portion, described within the Coast High Hazard Area section of this report, is designated AE. This area constitutes a total 28.58 acres of the larger 110.88 acres.

k. Other pertinent information.
None.

**LDR 2018-01: PROPOSED LDR TEXT AMENDMENTS**

To compliment institutional uses throughout the Innovation District, this text amendment application proposes to expand the list of allowable land uses, increase the development potential, and establish building design and site layout and orientation standards similar to existing regulations within the adjoining Downtown Center zoning categories. In addition to recommended changes relating to the Innovation District, this text amendment application includes an update within the existing EC (Employment Center) zoning category to eliminate residential uses, a request described more fully in the preceding description for LGCP 2018-01.

**Allowable Land Uses**

Owners and operators of the institutional uses throughout the Innovation District have expressed a desire to permit additional land uses that will serve employees and customers, provide lodging to visiting researchers or family members and friends of medical patients, and expand residential opportunities for current and future employees.

A complete list of proposed text amendments relating to land use are included in the strikethrough and underline portion of this report and by separate attachment. Multi-family residential would be amended from an “accessory use” to a “permitted, principal use”. This change will attract the type of residential development currently discouraged by the “accessory use” restriction. Neighborhood-scale dining and retail, personal service
establishments, service establishments, and banking will all contribute to the mixed-use characteristics of the evolving Innovation District.

Hotels, which by zoning are currently prohibited within the Innovation District, will be allowed as a “permitted, principal use.” This important change will help accommodate lodging within walking distance to premiere research institutions, USFSP, and medical patients being cared for at Bayfront Hospital or Johns Hopkins All Children’s Hospital.

Development Potential

Development potential within the proposed EC-2 (Employment Center) zoning category will increase from an existing maximum 1.37 floor area ratio to a proposed base 3.0 floor area ratio up to a maximum 5.0 floor area ratio using development bonuses. Similar to the existing Downtown Center zoning categories, residential and hotel density will be regulated through the floor area ratio only.

Also, similar to existing Downtown Center zoning categories, a bonus system shall be implemented to incentivize preferred outcomes including land uses types, workforce housing, historic preservation, and urban design.

Building Heights

Under the existing IC/I zoning category, building heights are limited to 36-feet when located adjacent to a residentially zoned property and up to 100-feet when not adjacent to residentially zoned property. Due to the Innovation District’s proximity to Albert Whitted Airport, additional height restrictions are imposed through the Federal Aviation Administration (“FAA”) and other airport guidelines. These airport height restrictions

The proposed text amendments will establish a maximum building height of 200-feet with additional height limitations ranging from 42-feet to 84-feet when adjacent to residentially zoned property. Similar to existing conditions, all new development is subject to airport height regulations. A map is included in the attachments to illustrate airport height regulations throughout the subject area.

Consistency with the Comprehensive Plan

The proposed EC-2 zoning category is appropriate given the City’s desire to have this area function as an Innovation District. The proposed EC-2 zoning category is consistent with numerous Comprehensive Plan objectives and policies, as follows (with a more complete list of objectives and policies provided later in this report):

- The proposed EC-2 zoning category will accommodate the higher intensity and mix of uses anticipated within the Innovation District, consistent with Comprehensive Plan Objective LU2, which supports a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity center and other appropriate areas.

- The proposed EC-2 zoning category is consistent with Comprehensive Plan objectives and policies which support mixed-use development (Objective LU4) and concentrating growth and attracting large-scale and quality development within the City’s Activity Centers (Policy LU2-3).

- The request is also consistent with Policy T1.6, which states that the City shall support high-density mixed-use developments and redevelopments, in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit, to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.
The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposal:

- **Policy LU 2.1**: To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan: 1. Gateway 3. Tyrone 5. Central Avenue Corridor 2. Intown 4. Central Plaza 6. Skyway Marina District. 7. Innovation District.

- **Policy LU 2.2**: The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.

- **Policy LU 2.3**: To attract large scale quality development and assure the proper coordination, programming and timing of City services in the activity centers the City shall continue to develop, evaluate and implement appropriate activity center development incentives.

- **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. The Future Land Use Element contains the following categories:

  - **Policy LU 3.1.E.3 (proposed for amendment)**: Activity Center (AC) Overlay

  - **Policy LU 3.1.E.4 (proposed for amendment)**: Activity Center (AC) – Allowing a mixture of uses as outlined below and up to a floor area ratio of 4.0 and a net residential density not to exceed the maximum allowable in the land development regulations (LDRs). In accordance with the LDRs, increased floor area ratios may be permitted as a bonus or as an exemption for developments that provide additional amenities or other improvements that achieve design and development objectives. When taken together, the base FAR, bonuses and exemptions may exceed 4.0 FAR. The Activity Center plan category includes subcategories specific to geographic location, as enumerated below.

    Innovation District: Allowing a mixture of uses permitted in the land development regulations with a base floor area ratio of 3.0. This district is intended for a mix of uses including institutions devoted to the provision of healthcare and medical services, research and development, marine and life sciences, higher education, business incubation, and media communication, as well as allowing support uses that enable achievement of a mixed-use live-work district.

    [Renumber existing E.4 and subsequent policies]

  - **Policy LU 3.1.G (proposed for amendment)**: Countywide Plan Map Categories - Activity Center; Corresponding Future Land Use Map Categories - Activity Center Activity Center Overlay (includes the underlying categories of Central Business District, Community Redevelopment District, Planned Redevelopment-Commercial, Planned Redevelopment-Mixed Use, Planned Redevelopment-Residential, Residential High, Residential Medium, Residential/ Office General, Recreation/Open Space, Transportation/Utility, Institutional, Industrial Limited and Industrial General)

  - **Policy LU 3.2**: Development shall not exceed the densities and intensities established within this Future Land Use Element except where allowed by the land development regulations.

  - **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 3.7**: 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.
• **Policy LU 3.17**: 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.

• **Policy LU 3.27**: Major public/semi-public uses, such as schools, utilities, government and medical facilities, shall be provided to meet the needs of residents.

• **Policy LU 7.1**: Requests for residential density increases within the Coastal High Hazard Zone shall not be approved.

• **Policy LU 7.3**: The City will prohibit the new construction of hospitals, nursing homes, and convalescent homes in Evacuation Level A zones, discourage the siting or expansion of these facilities in Evacuation Level B zones and limit the expansion of existing sites in these zones to the boundaries of the currently developed lot.

• **Policy LU 19.3**: The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.

• **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 LU 23.1**: The City’s development review policies and procedures shall continue to integrate land use and transportation planning so that land development patterns support mobility choices and reduced trip lengths.

• **Policy LU 23.3**: The City’s LDRs shall continue to support greater development intensity within the Corridor and Center zoning districts, particularly where located along fixed transit lines and around transit stops and stations.

• **Policy LU 23.4**: The City’s LDRs shall continue to support land development patterns that make possible a mixture of land use types resulting in employment, schools, services, shopping and other amenities located near residential development and neighborhoods. The City’s mixed-use categories include: • CRT: Corridor Residential Traditional • CRS: Corridor Residential Suburban • CCT: Corridor Commercial Traditional • CCS: Corridor Commercial Suburban • DC: Downtown Center • IC: Institutional Center • RC: Retail Center.

• **Policy T 1.1**: The adopted Future Land Use Map (FLUM) shall guide the planning of future transportation corridors, facilities and services.

• **Policy T 1.3**: The City shall review the impact of all rezoning proposals and requests to amend the FLUM on the City’s transportation system. FLUM amendment requests that increase traffic generation potential shall demonstrate that transportation capacity is available to accommodate the additional demand.

• **Policy T 1.6**: The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.

• **Policy PW 6.1**: The City shall encourage higher intensity uses wherever feasible to maximize the use of current facilities and reduce urban sprawl.

• **Policy PW 6.2**: Compact growth shall be encouraged by following the criterion in the Capital Improvements Element, Policy C15.1 [Locational Needs Based on Projected Growth Patterns (Activity Centers)], which is used as a factor of evaluation for proposed capital improvement projects. This criterion supports capital improvement expenditures that serve development in Activity Centers.
• **Policy SS 3.1:** The City shall encourage higher intensity uses wherever feasible to maximize the use of current facilities and reduce urban sprawl.

• **Policy SS 3.2:** Compact growth shall be encouraged by following the criterion used as a factor of evaluation for proposed capital improvement projects that considers if the proposed project serves demand in an Activity Center (see Capital Improvement Element, Policy CI5.1).

## COASTAL HIGH HAZARD AREA

Portions of the subject area are located within a designated Coastal High Hazard Area ("CHHA") comprising a total 28.58 acres of existing parcels. Of this total, 27.33 parcel acres are regulated independently through the University of South Florida St. Petersburg, 2015-2025 Campus Master Plan.

The CHHA is defined as "the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model." Areas included in the CHHA are governed both by state law and the policies adopted to administer those provisions in the local government comprehensive plans.

Concurrent with the timing of this application, City File LGCP 2017-02, is under separate review for amendment to the City’s Comprehensive Plan. The proposed amendment would adopt language from Florida Statute 16.3178(8) and Countywide Plan Rules Section 4.2.7.1 into the City’s Comprehensive Plan thereby maintaining consistency when reviewing proposed increases in residential density on the Future Land Use Map. The Countywide Plan Rules currently balance the following criteria:

1. Access to Emergency Shelter Space and Evacuation Routes
2. Utilization of Existing and Planned Infrastructure
3. Utilization of Existing Disturbed Areas
4. Maintenance of Scenic Qualities and Improvement of Public Access to Water
5. Water Dependent Use
6. Part of Community Redevelopment Plan
7. Overall Reduction of Density or Intensity
8. Clustering of Uses

City staff believe the subject area’s location adjoining the downtown center demonstrates a favorable balance of the applicable criteria.

### 1. Access to Emergency Shelter Space and Evacuation Routes

The subject area is located immediately adjacent to Auxiliary Interstates 175 and 275 with close access to 375; Auxiliary Interstate 175 is the northern boundary of the proposed map amendments. These Auxiliary Interstates feed into Primary Interstate 75 travelling north (with access to Primary Interstate 4 travelling northeast). Interstates 175, 275, and 375 are each identified as official evacuation routes within the City of St. Petersburg.

Campbell Park Elementary School, located at 1051 7th Avenue South, is a shelter within one-half mile of the CHHA area and accessible by vehicle, bicycle, or foot using existing roads, sidewalks, and the Historic Booker Creek Trail. Additional enhancements through the 2017 Streetscape and Connectivity Concept Plan will further improve circulation throughout the Innovation District and access to this shelter facility.
2. **Utilization of Existing and Planned Infrastructure**

The Innovation District’s developed land uses and proximity to the downtown center already make it one of the region’s most important research and employment centers. The proposed text and map amendments will further strengthen their value to the region by implementing important planning and zoning changes using existing infrastructure already designed for compact, urban living and employment.

Transportation improvements are scheduled in accordance with the 2017 Streetscape and Connectivity Concept Plan, which proposes approximately $7.5 million dollars in streetscape investments, including pedestrian crossing improvements and other bicycle and pedestrian connections. Independent of the 2017 Streetscape and Connectivity Concept Plan, the Innovation District is also being studied for inclusion in the City’s proposed Bus Rapid Transit route along 1st Avenues North and South.

3. **Utilization of Existing Disturbed Areas**

Rather than encourage maintenance and redevelopment of areas characterized with lowe density, segregated land uses, and vehicle-oriented design, the proposed text and map amendments seek to enhance what is already an established, urban and employment center primed for business and employee recruitment in the marine and life sciences.

4. **Maintenance of Scenic Qualities and Improvement of Public Access to Water**

Not applicable. Existing waterfront property along the eastern boundary of the subject area is classified Public/Open Space and will remain unchanged.

5. **Water Dependent Use**

Institutional uses located within the subject area of these proposed text and map amendments are not water-dependent uses in the traditional sense meaning they are not fisheries or related to boat service, repair, and storage, etc. They do however represent a unique collaboration within the region and throughout the country that is focused on one of St. Petersburg’s key industry sectors, marine and life sciences. The proximity of these institutional uses within the existing Innovation District has already led to important collaborations and will continue to be critically important toward attracting other premiere research leaders and institutions. For example, the Florida Institute of Oceanography maintains a state-of-the-art research vessel at Bayboro Harbor named “R/V W.T. Hogarth.” The office is not required to be located on the shoreline, but proximity to the research vessel is reasonable and expected.

6. **Part of Community Redevelopment Plan**

Plans for enhancing the Innovation District have been documented throughout this report, starting with the 2014 St. Petersburg Grow Smarter Initiative, 2015 Downtown Waterfront Master Plan, and continuing with the 2015 Visioning Summary and 2017 Streetscape and Connectivity Concept Plan.

7. **Overall Reduction of Density or Intensity**

The development potential will increase under the proposed set of text and map amendments. These changes will incentivize further investment among the existing research, marine and life science centers. Since the proposed text amendments remove limitations on density, instead converting to a floor-area-ratio standard modelled after the existing Downtown Center zoning, it is possible that physical density within the CHHA will increase as a result. This is speculative however given interest among the existing institutions to expand research uses and the goals, objectives, and policies of the University of South Florida St. Petersburg, 2015-2025 Campus Master Plan that regulates nearly 27.33 parcel acres of the total 28.58 acres of existing CHHA parcels under review.
8. **Clustering of Uses**

The Innovation District already functions as an urban, mixed-use center. The proposed text and map amendments will further assist these institutions with business and employee recruitment.

9. **Integral Part of Comprehensive Planning Process.**

Within the City, County, and region, the Innovation District is the premier research and employment center for collaboration among research leaders and institutions working in the marine and life sciences. The proposed text and map amendments are an important step in the City’s economic development strategy and is supported by past and current comprehensive planning process and decisions.

### FORWARD PINELLAS: TIER III AMENDMENT

The subject area is designated AC (Activity Center) on the Countywide Plan Map. Pursuant to Countywide Plan Rules Section 6.1.4.3, any proposal to establish or amend an activity center is subject to county level review under Sections 6.5.4.6.1, 6.5.3, and the Countywide Plan Strategies Land Use Goal 16.0, Planning and Urban Design Principles.

These planning and urban design principles are categorized into purpose, connectivity, site orientation, public realm enhancements, ground floor design, and transition to neighborhoods, all of which are included and satisfactorily addressed through the proposed EC-2 zoning regulations, 2015 Vision Summary, and 2017 Streetscape and Connectivity Concept Plan.

### PUBLIC COMMENTS

Public hearing notices were sent to approximately 955 registered owners of property within the subject and notification area. As of this writing, City Staff has received inquiries from approximately 10 individuals. City staff also presented to the Roser Park Neighborhood Association on Thursday, June 28, 2018. The neighborhood association has requested the following considerations:

1. **Exclude the Ronald McDonald House properties at 702 8th Avenue South and 835 7th Street South from the subject map amendments.**
   
   a. **Response:** These two addresses were included in the original application because they are currently zoned IC/I with an Activity Center Overlay. This application proposes to replace all existing IC/I with an Activity Center Overlay with the new EC-2 zoning district.

2. **Exclude properties located within the designated Roser Park Local Historic District from the subject map amendments.**
   
   a. **Response:** There are three properties located within the designated Roser Park Local Historic District. See attached map. These include the two Ronald McDonald House properties at 702 8th Avenue South and 835 7th Street South and the southern portion of a third property at 800 6th Avenue South. Two of the three properties are classified as non-contributing resources, including 800 6th Avenue South, which appears to have been rebuilt as the Bayfront Health Child Development Center. Furthermore, redevelopment of buildings located within a designated local historic district require public hearing approval through a Certificate of Appropriateness regardless of the underlying zoning and future land use map categories.

3. **Move the boundary of the subject area from Roser Park Drive South (alternately known as 10th Avenue South between 4th and 6th Streets South) to 9th Avenue South.**
   
   a. **Response:** The identified area between 4th and 6th Streets South, 9th and 10th Avenues South is developed with a medical office and two parking garages. When combined with the existing IC/I zoning category and Activity Center Overlay, the inclusion of this area in the proposed map amendments seemed appropriate.
Under the proposed regulations, new construction along 10th Avenue South is required to meet a 25-foot minimum building setback for portions of the building up to 30-feet in height and a 50-foot minimum building setback for portions of the building above 30-feet in height. The existing parking garages do not meet the proposed building setback-to-building height ratio. Building setback considerations should be given to the applicability of this request along 9th Avenue South between 6th and 7th Streets South.

4. **Change the height restriction to 36-feet when adjacent to the Historic Roser Park boundary.**

   a. *Response:* The proposed text amendments regulate maximum building heights when located adjacent to residentially zoned property. The Historic Roser Park greenspace is zoned NSE (Neighborhood Suburban Estate), a residentially-zoned property. Properties located within the designated Local Historic District are zoned NT-2 (Neighborhood Traditional), also residentially-zoned properties. The allowable building heights proposed with these text amendments ranges from 42-feet up to 84-feet depending on the size of the parcel. When combined with increased building setbacks described in the previous response, the proposed text amendments have already considered these potential impacts.

### PUBLIC HEARING PROCESS

1. The 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.

2. 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.

3. The Future Land Use Map and Official Zoning Map amendment requires one (1) public hearing by the Community Planning & Preservation Commission (CPPC), and because it exceeds 10 acres in size the City Council must hold two public hearings. Prior to the CPPC and City Council hearings, public notice letters will be mailed to all owners of real property located within 200-feet of the subject area. Forward Pinellas will also review the Future Land Use Map amendment.

### RECOMMENDATIONS

**Community Planning and Preservation Commission**

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 and map amendments to the Official Zoning Map and Future Land Use Map, as illustrated.

**Development Review Commission**

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. Maps
   a. Aerial Map
   b. Zoning
   c. Future Land Use
   d. Countywide Plan Map
   e. Coastal High Hazard Area Map
   f. Coastal High Hazard Area and USFSP Campus Master Plan Map
   g. Airport Zoning Height Map
   h. Roser Park Local Historic District Map

2. Ordinances

3. Parcel Identification Numbers

4. Land Use Type Comparisons

5. Innovation District Visioning Summary

6. Streetscape and Connectivity Concept Plan

7. Housing Statement
City of St. Petersburg
Housing Affordability Impact Statement

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

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

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

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2018-01).

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:

X 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.)

[Signature]
Department Director (signature) 07.03.2018 Date

OR

[Signature]
Department Director (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.)

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with St. Petersburg College, a sole source supplier, for police cadet training for the Police Department, in the amount of $360,000, for a total contract amount of $1,586,700.

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

Subject: Approving the renewal of a blanket purchase agreement with St. Petersburg College, a sole source supplier, for police cadet training for the Police Department, in the amount of $360,000, for a total contract amount of $1,586,700.

Explanation: On March 17, 2016, City Council approved a three-year blanket purchase agreement for Police cadet training through March 31, 2019, with one, two-year renewal option. This is the final renewal.

The vendor provides Florida Department of Law Enforcement (FDLE) approved and certified basic cadet recruit training courses using the curriculum of the Florida Criminal Justice Standards and Testing Commission. The training course consists of 790 credit hours at an approximate cost of $4,000 per cadet. It is estimated that 90 cadets will receive training over the remaining two-year period.

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

St. Petersburg College ...........................................$360,000
Two Years @ $180,000 per year

The vendor has agreed to renew under the same terms and conditions of the blanket purchase agreement. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval, through March 31, 2021, with no renewals remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Training Division (140-1397).

Attachments: Sole Source Resolution
City of St. Petersburg  
Sole Source Request  
Procurement & Supply Management  

Department: Police – Training Division  
Requisition No. TBD  

Check One:  
X Sole Source  
Proprietary Specifications  

Proposed Vendor: St. Petersburg College  

Estimated Total Cost: $1,226,700.00  

Description of Items (or Services) to be purchased:  
Law Enforcement Academy and Equivalency of Training, and State Exam fees for projected 290 new hire cadets over the course of the next three years.  

Purpose of Function of items:  
Required training for cadets to become Florida Certified Police Officers.  

Justification for Sole Source of Proprietary specification:  
St. Petersburg College is the only Sole Source provider for the Law Enforcement Academy in this county at this time.  

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.  

Louis Moore, Director  
Procurement & Supply Management  

Date:  
3/2/16  

Date:  
3/3/16  

Date:  
3/1/16  

Rev (1/11), (6/15)
A RESOLUTION APPROVING THE RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH ST. PETERSBURG COLLEGE FOR POLICE AND CADET TRAINING FOR THE POLICE DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $360,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,586,700; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2016, City Council approved a three-year agreement with a one two-year renewal option with St. Petersburg College, a sole source supplier, for police cadet training for the Police Department at a total cost of $1,226,700 through March 31, 2019; and

WHEREAS, the City desires to exercise the renewal option to extend the term and increase the contract amount in the amount of $360,000 for the renewal term; and

WHEREAS, the vendor has agreed to renew under the same terms and conditions; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Police 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 option to the blanket purchase agreement with St. Petersburg College for police cadet training for the Police Department to extend the term and increase the contract amount in the amount of $360,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $1,586,700.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00432246
The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Sun Life Assurance Company of Canada for specific and aggregate stop loss insurance coverage for the Human Resources Department, at an annual premium of $989,270; and authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction.

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

Subject: Accepting a proposal from Sun Life Assurance Company of Canada for specific and aggregate stop loss insurance coverage for the Human Resources Department, at an annual premium of $989,270; and authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction.

The Procurement and Supply Management Department received one proposal from Sun Life Assurance Company of Canada for stop loss and aggregate stop loss insurance coverage.

The proposal was evaluated by the Human Resources Department, with assistance from the City's insurance consultant, Chuck Tobin, Arthur J. Gallagher & Co., Area Vice-President. The evaluators were:

Chris Guella, Human Resources Director
Vicki Grant, Employee Benefits Manager
Jason Hall, Employee Benefits Supervisor

The proposal was evaluated based on the following criteria:

- Financial stability and the industry rating of the firm
- Willingness to adhere to the terms and definitions of the group insurance program
- Timeliness of reimbursements
- Total premium cost

The insurance carrier will provide aggregating specific stop loss insurance, which limits the amount the group health plan will pay for any individual claim. The carrier will reimburse the program for claims in excess of the contracted amount. The City requested proposals for aggregating specific stop loss insurance with a second tier deductible of $150,000. The second deductible lowers the stop loss insurance premiums without increasing the City's total liability for large claims exceeding the individual claim deductible of $400,000. There is no change in the design of the program from the prior year.

The total estimated cost from Sun Life for the 2019-20 is $128,263, higher than the premium cost of individual stop loss for the prior plan year, a 14.9% increase.

The Procurement and Supply Management Department, in cooperation with the Human Resources Department, recommends approval:

Sun Life Assurance Company of Canada.......................................................$ 989,270*
Specific Stop Loss ($22.83 per participant per month)

*Dependent upon monthly enrollment

Sun Life Assurance Company of Canada has met the requirements of RFP No. 7183, dated January 11, 2019. Sun Life met the evaluation criteria set forth in the RFP. Sun Life has satisfactorily performed these services for the City in the past and has an A+ AM Best rating. Sun Life is a subsidiary of Sun Life Financial, Inc., which has been in business since 1865. The City's account will be serviced from the Wellesley Hills, MA, office. The agreement will be effective from April 1, 2019, to March 31, 2020, with no renewal options. The service will be re-solicited prior to the beginning of each group insurance plan year to ensure that the City optimizes coverage in accordance with market pricing and claim trends.
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Department, Human Resources Group Benefits (0901177).

Attachments: Aggregating Specific Stop Loss Description (2 pages)
Technical Evaluation (2 pages)
Resolution

Approvals:

[Signatures]

Administrative

Budget
Aggregating Specific Stop Loss

- Aggregating Specific Stop Loss
  - all claims over the Individual Stop Loss (‘ISL’) accumulate towards the second tier deductible
  - Once the total claims fill the “bucket”, then reimbursement is made by carrier
### Aggregating Specific Stop Loss

#### Example Year

3 Claimants over $400,000

<table>
<thead>
<tr>
<th>Claimant</th>
<th>Claim</th>
<th>ISL</th>
<th>ISL Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claimant 1</td>
<td>$650,000</td>
<td>$400,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Claimant 2</td>
<td>$575,000</td>
<td>$400,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Claimant 3</td>
<td>$430,000</td>
<td>$400,000</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

Aggregating Specific Deductible

Claims Eligible for Reimbursement under Aggregating Specific

- $150,000
- $305,000
Technical Evaluation
953-52 Insurance: Medical Plan Stop-Loss

Summary Work Statement

The City received one proposal for RFP No. 7183, Insurance, Medical Plan Stop-Loss. The successful offeror(s) will provide aggregating specific stop-loss insurance coverage for the City. One proposal was received from:

Sun Life Assurance Company of Canada

Evaluation Committee

The evaluations of the one proposal were conducted by:

Chris Guella, Director, Human Resources
Vicki Grant, Manager, Employee Benefits
Jason Hall, Benefits Supervisor
Chuck Tobin, Arthur J. Gallagher & Co. Area Vice President

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Financial stability and industry rating of the firm
- Willingness to adhere to the terms and conditions of the group insurance programs
- Timeliness of reimbursements
- Total premium cost

Offerors' Profiles

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

**Sun Life Assurance Company of Canada** is headquartered in Ontario, Canada, and was incorporated in 1865. The firm has been providing this service for 153 years and employs 2,200 people. Its strengths include: financial stability; average 10-day claim processing time; "A+" AM best industry rating.

Weaknesses include: No discernable weaknesses.

The proposal exceeds the City's requirements.

Shortlisting and Recommendation for Award

The proposal was initially evaluated solely, by the City's consultant, Gallaher Benefit Services ("Gallaher"), based on the evaluation criteria established in the RFP. On February 12, 2019, Gallaher presented the evaluation summaries to the evaluation committee. The evaluation committee recommended Sun Life Assurance Company of Canada for the Medical Plan Stop-Loss Insurance. The company has met the requirements of RFP No. 7183 and the offer was
determined to be the most advantageous to the City, taking into consideration the premium cost and the evaluation criteria set forth in the RFP.

*Sun Life Assurance Company of Canada* was selected for the following reasons:

- Reasonable turnaround time after excess claims are reported.
- Excellent industry ratings.

Chris Guella  
Committee Member

Vicki Grant  
Committee Member

Jason Hall  
Chair
A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT WITH SUN LIFE ASSURANCE COMPANY OF CANADA FOR SPECIFIC AND AGGREGATE STOP LOSS INSURANCE COVERAGE FOR THE HUMAN RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $989,270; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 7183 on January 11, 2019 for aggregating stop loss insurance coverage (group health plan) for the Human Resources Department; and

WHEREAS, the Procurement and Supply Management Department received one (1) proposal in response to this RFP; and

WHEREAS, on February 12, 2018, the evaluation committee recommended Sun Life Assurance Company of Canada to provide aggregating stop loss insurance coverage (group health plan) for the Human Resources Department; and

WHEREAS, Sun Life Assurance Company of Canada has met the specifications, terms and conditions of RFP No. 7183; and

WHEREAS, the agreement will be in effect from April 1, 2019 to March 31, 2020 with no renewal options; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is hereby accepted and the award of an agreement with Sun Life Assurance Company of Canada for specific and aggregate stop loss insurance coverage for the Human Resources Department at a total cost not to exceed $989,270 is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement for dedicated internet and intranet services for the Libraries with Bright House Networks, LLC, in the amount of $122,000, for a total contract amount of $492,800. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement for dedicated internet and intranet services for the Libraries with Bright House Networks, LLC, in the amount of $122,000, for a total contract amount of $492,800.

Explanation: On February 18, 2016, City Council approved a three-year blanket purchase agreement for internet and intranet services through June 30, 2019. On July 12, 2018, City Council approved an increase in allocation for $117,540. This is the first renewal.

The vendor provides dedicated Internet and intranet network services and related hardware, system peripherals and software. They also provide installation, training, pro-active monitoring and outage detection, as well as maintenance and support. The dedicated services provide increased bandwidth for faster download of data, and improve the customer experience for multimedia, including video streaming. These services are heavily subsidized by the Federal Universal Service Fund ("E-Rate" funding). Pinellas County’s E-Rate is currently 80 percent. The E-Rate program has saved the City more than $234,000 over the past three years.

The Procurement Department, in cooperation with the Libraries, recommends approval:

Bright House Networks, LLC ................................................................. $122,000

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$253,260</td>
</tr>
<tr>
<td>Allocation increase</td>
<td>117,540</td>
</tr>
<tr>
<td>First renewal</td>
<td>122,000</td>
</tr>
<tr>
<td>New contract amount</td>
<td>$492,800</td>
</tr>
</tbody>
</table>

The vendor has agreed to renew under the same terms and conditions of the E-Rate funding competitive bidding process through USAC Form 470 Application No. 160003263, dated 11/6/2015. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through June 30, 2020, with one, annual renewal option remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) Library Department Library Automation Division (200-1137).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE FIRST RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH BRIGHT HOUSE NETWORKS, LLC FOR INTERNET AND INTRANET SERVICES FOR THE ST. PETERSBURG LIBRARY SYSTEM TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $122,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $492,800; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2016, City Council approved a three-year agreement with two one-year renewal options with Bright House Networks, LLC ("Bright House") for internet and intranet services for the St. Petersburg Library System through June 30, 2019; and

WHEREAS, on July 12, 2018, City Council approved an increase in the amount of $117,540 to the allocation for the agreement to support bandwidth upgrades; and

WHEREAS, the City desires to exercise the first renewal option to extend the term and increase the contract amount by an amount not to exceed $122,000 for this renewal term; and

WHEREAS, Bright House has agreed to renew under the same terms of the E-Rate funding competitive bidding process through USAC Form 470 Application No. 160003263 dated November 6, 2015; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first renewal option to the blanket purchase agreement with Bright House Networks, LLC for internet and intranet services for the St. Petersburg Library System to extend the term and increase the contract amount in the amount of $122,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $492,800.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00432495
The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Elite Court Construction, Inc., for sport court resurfacing services for the Parks and Recreation Department, at a total contract amount of $335,385.00.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Elite Court Construction, Inc., for sport court resurfacing services for the Parks and Recreation Department, at a total contract amount of $335,385.00.

Explanation: The Procurement and Supply Management Department received five bids for sport court resurfacing services. The bids were opened on January 31, 2019, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawson Courts, Inc. (Bradenton, FL)</td>
<td>$89,278.00</td>
</tr>
<tr>
<td>Mor Sports Group, Inc. (Cape Coral, FL)</td>
<td>$109,330.97</td>
</tr>
<tr>
<td>Hellas Construction, Inc. (Austin, TX)</td>
<td>$111,412.60</td>
</tr>
<tr>
<td>Elite Court Construction, Inc. (Oviedo, FL)</td>
<td>$111,795.00</td>
</tr>
<tr>
<td>Sport Surfaces, LLC (West Palm Beach, FL)</td>
<td>$379,994.00</td>
</tr>
</tbody>
</table>

The vendor will provide all labor, equipment and material necessary for the resurfacing of sport courts at City parks and recreational facilities.

The City has sixty-five tennis courts, nine basketball courts, two pickle ball courts, two racquetball courts, one jai-alai court, and one multi-purpose court. The Parks and Recreation Department estimates resurfacing 24 courts per year.

The Procurement and Supply Management Department and the Parks and Recreation Department recommend for award:

Elite Court Construction, Inc. (Oviedo, FL) ..................$335,385.00
(Three-years @ $111,795 per year)

Award is not recommended for Lawson Courts Inc., Mor Sports Group, Inc., and Hellas Construction Inc., as these vendors did not comply with the submittals and substitutions requirement of the solicitation. Requests for product substitutions were required to be submitted at least seven days prior to the bid close date, to allow for submission to the Engineering Department for review. The vendors proposed substitutes in their bid responses, which is too late for consideration.

Elite Court Construction, Inc., the lowest responsible and responsive bidder, has met the specifications, terms, and conditions of IFB No. 7121, dated January 8, 2019. The company is headquartered in Oviedo, FL, and has been in business since 2004. It has successfully performed similar work for the Lake County Parks and Recreation Department, and for the City of Melbourne Parks and Recreation Department. This agreement will be effective from the date of approval through February 28, 2022, with one, two-year renewal option. A blanket purchase agreement will be issued to the vendor, and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Capital Improvement Fund (3029) FY14 Resurface Basketball Courts (14135), the FY 17 Resurface Basketball Courts (Project 15655) and the FY17 Resurface Tennis/Shuffleboard Courts (Project 15656).

Attachments: Bid Tabulation
             Resolution

Approvals:
## Bid Tabulation

**Procurement and Supply Management**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>10</td>
<td>Courts</td>
<td>$4,083.00</td>
<td>$40,830.00</td>
<td>$6,033.56</td>
<td>$60,335.60</td>
<td>$4,642.20</td>
<td>$46,422.00</td>
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<td>$51,500.00</td>
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<td>2</td>
<td>Basketball Courts</td>
<td>10</td>
<td>Courts</td>
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<td>$37,770.00</td>
<td>$3,677.95</td>
<td>$36,779.50</td>
<td>$4,642.20</td>
<td>$46,422.00</td>
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<td>Pickleball Courts</td>
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<td>Jai-Al Courts</td>
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<td>Court</td>
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<td>$4,000.00</td>
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<td>Racquetball Courts</td>
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<td><strong>$911,000.00</strong></td>
<td><strong>$111,582.21</strong></td>
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<td><strong>$111,412.80</strong></td>
<td><strong>$1,114,128.00</strong></td>
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<tr>
<td></td>
<td><strong>5% (10), Net 30 Discount</strong></td>
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<td></td>
<td><strong>$89,278.00</strong></td>
<td><strong>$892,780.00</strong></td>
<td><strong>$109,330.97</strong></td>
<td><strong>$1,093,309.7</strong></td>
<td><strong>$111,412.80</strong></td>
<td><strong>$1,114,128.00</strong></td>
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</table>

*Non-responsive*
A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH A TWO-YEAR RENEWAL OPTION TO ELITE COURT CONSTRUCTION, INC. FOR SPORT COURT RESURFACING FOR THE PARKS AND RECREATION DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $335,385 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received (5) five bids for sport court resurfacing services for the Parks and Recreation Department in response to IFB No. 7121 dated January 8, 2019; and

WHEREAS, bids received from Lawson Courts, Inc., Mor Sports Group, Inc., and Hellas Construction, Inc., were not responsive as they did not comply with the submittals and substitute requirements; and

WHEREAS, Elite Court Construction, Inc., the lowest responsive and responsible bidder, has met the terms and conditions of IFB No. 7121; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parks and Recreation Department, recommends approval of this award.  

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year blanket purchase agreement with a two-year renewal option to Elite Court Construction, Inc. for sport court resurfacing services for our Parks and Recreation Department for a total contract amount not to exceed $335,385 for the initial term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00432138
The following page(s) contain the backup material for Agenda Item: Approving a job order to GEC Associates, Inc. (GEC), in an amount not to exceed $275,979.33, for construction of the Sunken Gardens Low Roof Replacement Project; rescinding unencumbered appropriations in the amount of $174,191 from the Sunken Gardens Improvement FY18 project (16168) and $57,246 from the Sunken Gardens Improvements FY19 project (16719); approving a supplemental appropriation in the amount of $231,437 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from these rescissions to the SG Lower Flat Roof Replacement Project (Engineering project No. 17224-119; Oracle No. 16167); and providing an effective date. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to GEC Associates, Inc. (GEC), in an amount not to exceed $275,979.33, for construction of the Sunken Gardens Low Roof Replacement Project; rescinding unencumbered appropriations in the amount of $174,191 from the Sunken Gardens Improvement FY18 project (16168) and $57,246 from the Sunken Gardens Improvements FY19 project (16719); approving a supplemental appropriation in the amount of $231,437 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from these rescissions to the SG Lower Flat Roof Replacement Project (Engineering project No. 17224-119; Oracle No. 16167); and providing an effective date.

Explanation: GEC Associates, Inc. is one of five Job Order Contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance and repairs. GEC has executed an agreement with the City to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance.

The job order will provide for the "recover" of a portion of the roof at Sunken Gardens. The scope of this project is approximately 9,000 square feet and is the lower portion of the roof over Carrabba's and St. Pete Bakery. This portion of the roof has many roof-mounted HVAC units, which makes it difficult to reroof or recover. The existing roofing system is approximately 17 years old, which is near the end of the expected service life. This portion of the roof has had many reported leaks and is a continuous maintenance problem.

The Florida Building Code allows the existing roofing system to remain in place and to be covered with a new roofing system, which is referred to as a roof recover. The scope of the project calls for a new single ply roofing system to be installed over the existing roofing system. The new system has a 20-year, no-dollar limit labor and materials warranty. Carrabba's and St. Pete Bakery will remain open during the entire recovery process. Recovering the roof is substantially less disruptive to the operation of the restaurant and the bakery than the total removal and replacement of the existing roofing system. The plans have been prepared for this project by CB Goldsmith & Associates, Inc. and their subconsultants.

Job Order Contracting allows the City to issue a job order to the contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The Task Catalog price does not include overhead and profit. Overhead and profit are included in the contractors' competitively bid adjustment factor.

The cost of the services to be provided by GEC includes the general conditions, mobilization, and typical construction trades which are included in the attached contractor price proposal.

The Procurement and Supply Management Department, in cooperation with the Engineering & Capital Improvements Department, recommends:

GEC Associates, Inc. .................................................. $275,979.33

This job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), SG Lower Flat Roof Replacement Project (16167). Additional funding will be available after the rescission of unencumbered appropriations in the amount of $174,191 from the Sunken Gardens Improvement FY18 project (16168) and $57,246 from the Sunken Gardens Improvements FY19 project (16719) and a supplemental appropriation in the amount of $231,437 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from these rescissions, to the SG Lower Flat Roof Replacement Project (Engineering project No. 17224-119; Oracle No. 16167).

Attachments: Price Proposal (4 pages)

Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
### Contractor Price Proposal Details - Category

**Date:** 1/14/2019  
**Work Order #:** ECI-GEC-0001.00  
**Title:** Sunken Gardens Lower Roof Replacement  
**Contractor:** St. Petersburg - GEC Associates, Inc.  
**Job Order Value:** $275,979.33  

**Proposal Name:** Sunken Gardens Lower Roof Replacement  
**Proposal Value:** $275,979.33

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<td>30 CY Dumpster (4 Ton) <em>Construction Debris</em>Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.</td>
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**Subtotal for dumpsters:** $3,756.98

**Subtotal for ISO test - moisture test:** $5,649.60

**Subtotal for ISO test:** $5,649.60

**Subtotal for ISO test setup - moisture test:** $2,118.60

**Subtotal for ISO test setup:** $2,118.60

**Subtotal for material deliveries - deliveries:** $1,895.52

**Subtotal for material deliveries:** $1,895.52

**Subtotal for McEnery - Roofer’s bid:** 208741.5

**Subtotal for McEnery:** $208,741.50

*Contractor Price Proposal Details - Category*

*This report was not generated or reviewed by your Account Manager of The Gordian Group*
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| permits |      |     | Reimbursable Fees!Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. | $6,050.00 |
| 11 | 01 22 16 00-0002 | EA | Installation | $6,050.00 |
|     | Qty | Unit Price | Factor | Total |
|     | 5500 | $1.00 X | 1.1 | |
| Subtotal for permits - permits: | 6050 |
| Subtotal for permits: | $6,050.00 |

| plant remove/replace |      |     | Up To 6' D.B.H. (Diameter At Breast Height) Tree Removalues!cutting up tree, chipping and loading. | $1,579.78 |
| 12 | 31 13 13 00-0002 | EA | Installation | $1,579.78 |
|     | Qty | Unit Price | Factor | Total |
|     | 6 | $239.36 X | 1.1 | |
| Subtotal for plant remove/replace - plants N side: | 1579.78 |
| Subtotal for plant remove/replace: | $1,579.78 |

| removal wet iso board |      |     | >10,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck | $6,058.80 |
| 13 | 02 41 16 13-0005 | GSF | Installation | $6,058.80 |
|     | Qty | Unit Price | Factor | Total |
|     | 1800 | $3.06 X | 1.1 | |
| Subtotal for removal wet iso board - material removal: | 6058.8 |
| Subtotal for removal wet iso board: | $6,058.80 |

| Security guard |      |     | Laborer!For tasks not included in the Construction Task Catalog® and as directed by owner only. | $3,340.92 |
| 14 | 01 22 20 00-0014 | HR | Installation | $3,340.92 |
|     | Qty | Unit Price | Factor | Total |
|     | 120 | $25.31 X | 1.1 | |

Contractor Price Proposal Details - Category 3 of 4

This report was not generated or reviewed by your Account Manager of The Gordian Group
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Subtotal for Security guard - security back door: 3340.92

Subtotal for Security guard: $3,340.92

Grand Total: $275,979.33

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 75.64
RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-GEC-0001 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GEC ASSOCIATES, INC. ("CONTRACTOR") DATED APRIL 17, 2018 FOR CONTRACTOR TO RECOVER A PORTION OF THE EXISTING LOWER ROOF OVER SUNKEN GARDENS, CARRABBA'S, AND ST. PETE BAKERY IN AN AMOUNT NOT TO EXCEED $275,979.33; RESCINDING UNENCUMBRED APPROPRIATIONS IN THE AMOUNT OF $174,191 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), SUNKEN GARDENS IMPROVEMENT FY18 PROJECT (16168) AND IN THE AMOUNT OF $57,246 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), SUNKEN GARDENS IMPROVEMENTS FY19 PROJECT (16719); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $231,437 FROM THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029) RESULTING FROM THE ABOVE RESCISSIONS TO THE SG LOWER FLAT ROOF REPLACEMENT PROJECT (16167); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and GEC Associates, Inc. ("Contractor") entered into an agreement on April 17, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-GEC-0001 to Contractor to recover a portion of the existing lower roof over Sunken Gardens, Carrabba's, and St. Pete Bakery in an amount not to exceed $275,979.33; and

WHEREAS, a portion of the funding needed for this Project will be available after (i) a rescission in the amount of $174,191 from the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Improvement FY18 Project (16168); (ii) a rescission in the amount of $57,246 from the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Improvements FY19 Project (16719); and (iii) a supplemental appropriation in the amount of $231,437 from the unappropriated balance of the recreation and Culture Capital Improvement Fund (3029), resulting from the above rescissions, to the SG Lower Flat Roof Replacement Project (16167).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. ECI-GEC-0001 to the Agreement between the City of St. Petersburg, Florida and GEC Associates, Inc. ("Contractor") dated April 17, 2018 for Contractor to recover a portion of the
existing lower roof over Sunken Gardens, Carrabba’s, and St. Pete Bakery in an amount not to exceed $275,979.33.

BE IT FURTHER RESOLVED that the appropriation in the amount of $174,191 in the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Improvements FY18 Project (16168) is hereby rescinded.

BE IT FURTHER RESOLVED that the appropriation in the amount of $57,246 in the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Improvements FY19 Project (16719) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), the following supplemental appropriation for FY 2019:

Recreation and Culture Capital Improvement Fund (3029)
SG Lower Flat Roof Replacement Project (16167) $231,437

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
00432460

Budget Director
The following page(s) contain the backup material for Agenda Item: **Authorizing the Mayor, or his designee, to execute Amendment No. 1 to the Parking Space Use Agreement with the Fish and Wildlife Research Institute, an agency of the State of Florida, which provides a twelve (12) month extension for the use of thirty (30) parking spaces at the Port of St. Petersburg. (Requires affirmative vote of at least six (6) members of City Council.)**

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

Consent Agenda

Meeting of March 14, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute Amendment No. 1 to the Parking Space Use Agreement with the Fish and Wildlife Research Institute, an agency of the State of Florida, which provides a twelve (12) month extension for the use of thirty (30) parking spaces at the Port of St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate & Property Management received a written request from the Fish and Wildlife Research Institute ("FWRI") on September 28, 2018 asking the City to renew the parking lot use agreement for use of thirty (30) parking spaces to park FWRI vehicles and vessels at the Port of St. Petersburg ("Port") for another year. Through the adoption of Resolution No. 2016-79, on March 3, 2016, City Council approved a thirty-six (36) month Parking Space Use Agreement ("Agreement") that provided FWRI’s use of thirty (30) parking spaces at the Port to park FWRI vehicles and vessels with the ability to extend the term expiring on March 31, 2019 for two (2) additional 1-year terms, subject to approval by City Council.

Under the existing Agreement, FWRI pays the City a fee for use of the Premises in the amount of $1,127.83 per month ("Use Fee"). Effective April 1, 2019, the term of the Agreement will be extended to March 31, 2020 and the Use Fee will be adjusted to $1,167.30 per month by a 3.5% increase, subject to City Council’s approval of Amendment No. 1 which has been executed by FWRI. All other terms and conditions of the Agreement are to remain in full force and effect.

This 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. This property is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute Amendment No. 1 to the Parking Space Use Agreement with the Fish and Wildlife Research Institute, an agency of the State of Florida, which provides a twelve (12) month extension for the use of thirty (30) parking spaces at the Port of St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
ILLUSTRATION

(Fish & Wildlife Research Institute Parking Area)
Resolution No. 2019 - 

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AMENDMENT NO. 1 TO THE PARKING SPACE USE AGREEMENT WITH THE FISH AND WILDLIFE RESEARCH INSTITUTE, AN AGENCY OF THE STATE OF FLORIDA, WHICH PROVIDES A TWELVE (12) MONTH EXTENSION FOR THE USE OF THIRTY (30) PARKING SPACES AT THE PORT OF ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a written request from the Fish and Wildlife Research Institute ("FWRI") on September 28, 2018 asking the City to renew the parking lot use agreement for use of thirty (30) parking spaces to park FWRI vehicles and vessels at the Port of St. Petersburg ("Port") for another year; and

WHEREAS, through the adoption of Resolution No. 2016-79, on March 3, 2016, City Council approved a thirty-six (36) month Parking Space Use Agreement ("Agreement") that provided FWRI’s use of thirty (30) parking spaces at the Port to park FWRI vehicles and vessels with the ability to extend the term expiring on March 31, 2019 for two (2) additional 1-year terms, subject to approval by City Council; and

WHEREAS, under the existing Agreement, FWRI pays the City a fee for use of the Premises in the amount of $1,127.83 per month ("Use Fee"); and

WHEREAS, effective April 1, 2019, the term of the Agreement will be extended to March 31, 2020 and the Use Fee will be adjusted to $1,167.30 per month by a 3.5% increase, subject to City Council’s approval of Amendment No. 1 which has been executed by FWRI; and

WHEREAS, all other terms and conditions of the Agreement are to remain in full force and effect; and

WHEREAS, this 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; and

WHEREAS, this property is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation.
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 the Parking Space Use Agreement with the Fish and Wildlife Research Institute, an agency of the State of Florida, which provides a twelve (12) month extension for the use of thirty (30) parking spaces at the Port of St. Petersburg and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)

APPROVED BY:

[Signature]
Chris Ballestra, Director
Enterprise Facilities

[Signature]
Alfred 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 the School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the use of a City-owned vacant lot located at approximately 1715 – 10th Street South, St. Petersburg, to utilize for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy, for a term of thirty-six (36) months, at nominal consideration.

Please scroll down to view the backup material.
CB-6
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of March 14, 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 School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the use of a City-owned vacant lot located at approximately 1715 – 10th Street South, St. Petersburg, to utilize for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy, for a term of thirty-six (36) months, at nominal consideration; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management ("REPM") received a request from Leisure Services Administration ("Leisure Services") to initiate a license agreement between the City of St. Petersburg and the School Board of Pinellas County ("School Board") for its use of a City-owned vacant lot located at approximately 1715 – 10th Street South, St. Petersburg ("Premises"). The School Board has requested to utilize the Premises for the purposes of parking and student pick-up and drop-off for the adjacent Midtown Academy located at 1701 – 10th Street South, which is owned by the School Board.

For background, the Premises was acquired by the City in October 2000 with the intent of providing for the possible future expansion of City-owned Enoch Davis Center. Leisure Services has confirmed that there are no current plans to utilize the Premises for City use and has agreed to allow the School Board to license the Premises for its intended purposes.

Accordingly, REPM developed and negotiated a License Agreement ("License") with the School Board under the general terms and conditions set forth below. The execution of the License is subject to City Council approval:

1. Initial License term is for thirty-six (36) months.
2. The School Board shall have use of the Premises for nominal consideration.
3. The School Board may renew the License for an additional term of thirty-six (36) months upon written approval by the Superintendent of Schools and the Mayor, provided the School Board is not in default of any part of the License at the time of renewal, subject to City Council approval.
4. The School Board shall keep and maintain the Premises and be responsible for all costs associated with any improvements to the Premises, which shall be removed by the School Board upon expiration or early termination of the License.
5. Either party may terminate the License by providing the other party with a ninety (90) day written notice to terminate.

The proposed License was approved for execution by the School Board at its Board meeting on February 12, 2019.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution, authorizing the Mayor, or his designee, to execute a License Agreement with the School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the use of a City-owned vacant lot generally located at approximately 1715 – 10th Street South, St. Petersburg, to utilize for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy, for a term of thirty-six (36) months, at nominal consideration; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Resolution No. 2019 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE USE OF A CITY-OWNED VACANT LOT LOCATED AT APPROXIMATELY 1715 - 10th STREET SOUTH, ST. PETERSBURG, TO UTILIZE FOR THE PURPOSES OF A PARKING LOT AND STUDENT PICK-UP AND DROP-OFF LOCATION FOR THE ADJACENT MIDTOWN ACADEMY, FOR A TERM OF THIRTY-SIX (36) MONTHS, AT NOMINAL CONSIDERATION; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School Board of Pinellas County, Florida ("School Board") desires to utilize a City-owned vacant lot located at approximately 1715 - 10th Street South, St. Petersburg ("Premises") for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy located at 1701 - 10th Street South, owned by the School Board; and

WHEREAS, Leisure Services Administration ("Leisure Services") has confirmed that there are no current plans to utilize the Premises for City use and has agreed to allow the School Board to license the Premises for its intended purposes; and

WHEREAS, at the request of Leisure Services, REPM developed and negotiated a License Agreement ("License") with the School Board for a term of thirty-six (36) months, with one renewal option, upon mutual agreement, for an additional thirty-six (36) months, at nominal consideration; and

WHEREAS, the School Board shall keep and maintain the Premises and be responsible for all costs associated with any improvements to the Premises, which shall be removed by the School Board upon expiration or early termination of the License; and

WHEREAS, the proposed License was approved for execution by the School Board at its Board meeting on February 12, 2019.

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 the School Board of Pinellas County, Florida, a political subdivision of the State of Florida, for the use of a City-owned vacant lot located at approximately 1715 - 10th Street South, St. Petersburg, to utilize for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy, for a term of thirty-six (36) months, at nominal consideration; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

I.F.GAI:

City Attorney (Designee)

APPROVED BY:

Alfred Wendler, Director
Real Estate and Property Management

APPROVED BY:

Michael Jeffers, Administrator
Leisure Services Administration
The following page(s) contain the backup material for Agenda Item: **Authorizing the Mayor, or his designee, to execute a Lease Agreement with Simon Capital GP, a Delaware general partnership, for the St. Petersburg Library System’s use of kiosk space within Tyrone Square, located at 6901 – 22nd Avenue North, St. Petersburg, for April 1 through April 28, 2019, for a rental fee of $2,500.00.**

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 Lease Agreement with Simon Capital GP, a Delaware general partnership, for the St. Petersburg Library System's use of kiosk space within Tyrone Square, located at 6901 – 22nd Avenue North, St. Petersburg, for April 1 through April 28, 2019, for a rental fee of $2,500.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management Department received a request from the St. Petersburg Library System ("Library System") to initiate a lease agreement with Simon Capital GP, a Delaware general partnership, for the temporary use of kiosk space within the Tyrone Square ("Shopping Center") located at 6901 – 22nd Avenue North, St. Petersburg to conduct public registration for library cards and other related marketing during April 1 through April 28, 2019.

The Library System intends to participate in the celebration of the American Library Association's National Library Week event by initiating a special program consisting of a robust library promotion and marketing campaign during the month of April 2019 ("Program"). During this month, the Library team will educate the public on the benefits of membership with the Library System and the Pinellas Public Library Cooperative. The Library team will register prospective patrons for library cards, and will also demonstrate a host of electronic resources that have both personal and professional benefits. These benefits include, but are not limited to, support of workforce development, e-government and e-business support, personal enrichment and "edutainment", as well as leisure reading and entertainment via a variety of streaming video, on-demand training programs, electronic books, magazines and research tools on a myriad of subjects. While electronic resources will be emphasized, as the community typically is less aware of these benefits, the Library team will promote physical materials housed in the City's seven (7) libraries, as well as the Library System's programs and events for infants to seniors planned and presented by the Library team for the community throughout the year.

The proposed Lease Agreement will be for the period April 1 through April 28, 2019 ("Term") for use of the kiosk space, subject to City Council approval. The Library System will pay rent in the amount of $2,500.00 for the Term.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Simon Capital GP, a Delaware general partnership, for the St. Petersburg Library System’s use of kiosk space within Tyrone Square, located at 6901 – 22nd Avenue North, St. Petersburg, for April 1 through April 28, 2019, for a rental fee of $2,500.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001) Library, Library Administration (200.1133).

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget:

Legal: (As to consistency w/attached legal documents)
Resolution No. 2019 - 

A RESOLUTION AUTHORIZING THE MAYOR, 
OR HIS DESIGNEE, TO EXECUTE A LEASE 
AGREEMENT WITH SIMON CAPITAL GP, A 
DELAWARE GENERAL PARTNERSHIP, FOR THE 
ST. PETERSBURG LIBRARY SYSTEM’S USE OF 
KIOSK SPACE WITHIN TYRONE SQUARE, 
LOCATED AT 6901 – 22ND AVENUE NORTH, ST. 
PETERSBURG, FOR APRIL 1 THROUGH APRIL 28, 
2019, FOR A RENTAL FEE OF $2,500.00; AND TO 
EXECUTE ALL DOCUMENTS NECESSARY TO 
effectuate same; AND PROVIDING AN 
effective date. 

WHEREAS, Real Estate & Property Management Department received a request from the St. Petersburg Library System ("Library System") to initiate a lease agreement with Simon Capital GP, a Delaware general partnership, for the temporary use of kiosk space within the Tyrone Square ("Shopping Center") located at 6901 – 22nd Avenue North, St. Petersburg to conduct public registration for library cards and other related marketing; and 

WHEREAS, the Library System intends to participate in the celebration of the American Library Association’s National Library Week event by initiating a special program consisting of a robust library promotion and marketing campaign during the month of April 2019 ("Program"), where the Library team will educate the public on the benefits of membership with the Library System and the Pinellas Public Library Cooperative; and 

WHEREAS, the Library team will register prospective patrons for library cards, and will also demonstrate a host of electronic resources that have both personal and professional benefits; and 

WHEREAS, the proposed Lease Agreement will be for the period April 1 through April 28, 2019 ("Term") for use of the kiosk space, subject to City Council approval; and 

WHEREAS, the City entered into a similar arrangement in 2018, and determined it would be beneficial again; and 

WHEREAS, the Library System will pay rent in the amount of $2,500.00 for the Term. 

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a Lease Agreement with Simon Capital GP, a Delaware general partnership, for the St. Petersburg Library System’s use of kiosk space within Tyrone Square, located at 6901 – 22nd Avenue North, St. Petersburg, for April 1 through April 28, 2019, for a rental fee of $2,500.00; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)

APPROVED BY:

[Signature]
Mika S. Nelson, Director
St. Petersburg Library System

APPROVED BY:

[Signature]
Alfred G. Wendler, Director
Real Estate & Property Management